

# Olivehurst Public Utility District



## Agenda Item Staff Report

Meeting Date: June 20<sup>th</sup> 2019

### Item description/summary:

**Purchase of a Case 2018 Skid steer model 340;** This piece of equipment is vital to the District's annual sludge hauling. The District presently owns a 2006 Case skid steer model 460, it is starting to have problems. To get these problems fixed can take weeks at a time, which can put the annual sludge hauling behind with in the time limit we have. This can cause problems at the Plant with storage of the sludge. Purchasing will be done through Sourcewell, so the District will receive the best price possible.

### Fiscal Analysis:

The funds for the Case are available in the Capitol replacement budget, this will not affect the present fiscal 18, 19 budget. This is also would be purchased through NJPA / Sourcewell price list discount contractor 032515

### Employee Feedback

Very positive

### Sample Motion:

Move to approve the purchase of a Case skid steer model 340 through NJPA Sourcewell

Prepared by:

Greg Axline



**SONSRAY MACHINERY LLC**  
 1751 Bell Avenue • Sacramento, CA 95838  
 800-541-0008 • Fax: 916-649-0584  
 www.sonsraymachinery.com

Ship To: OLIVEHURST PUD

Invoice To: OLIVEHURST PUBLIC UTILITY DIST  
 PO BOX 670  
 OLIVEHURST CA 95961

Attention: GREG .

Branch 04		
04 - SACRAMENTO		
Date	Time	Page
05/21/2019	13:18:29 (O)	1
Account No	Phone No	Quote No
OLIVE004	5307434657	Q01444-04
Ship Via	Purchase Order	
	.	
Tax ID No		
	Salesperson	
	Michael Calderon	373

**EQUIPMENT QUOTE / SALES ORDER**

Description                      \*\* Q U O T E \*\*                      EXPIRY DATE: 05/30/2019                      Amount

Stock #: 13980266                      Serial #: NJM449206                      56213.67  
 NEW 2018 CASE SV340 SSL T4 FINAL  
 CAB WITH HEAT & HVAC, 2 SPEED E-H CONTROLS  
 AIR RIDE SUSP. SEAT, HD FRONT LIGHTS  
 HD REAR DOOR, HD HYDRAULIC COUPLER  
 BLOCK HEATER, ENHANCED HIGH FLOW PACKAGE  
 78" LOW PROFILE EXT. BUCKET  
 78" BOLT ON CUTTING EDGE  
 2-YEAR, 2000 HOUR FACTORY WARRANTY

PRE DELIVERY INSPECTION/GET READY FOR SALE                      \$1500.00                      4000.00  
 FACTORY FREIGHT                      \$2,100.00  
 DELIVERY                      \$400.00

Miscellaneous Charges/Credits

CA TIRE FEE                      Qty: 4 Price: 1.75                      7.00  
 DOCUMENT FEES                      1                      395.00                      395.00

Subtotal: 60615.67

CA STATE 7.25%: 4365.49

Quote Total: 64981.16

Authorization: \_\_\_\_\_

NJPA / SOURCEWELL PRICE LIST DISCOUNTS--Contract 032515

**NOTICE TO PURCHASER**

1. Caution. Do not sign this contract before you thoroughly read both pages 1 and 2 of it or if it contains blank spaces, even if otherwise advised.
2. You are entitled to an exact and completely filled in copy of this Sales Order when you sign it. Keep it to protect your legal rights.
3. Store Manager signature required for final acceptance of Sales Order.

**THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.**

Purchaser's Signature \_\_\_\_\_ Sales Consultant \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_ Accepted By \_\_\_\_\_ Date \_\_\_\_\_

## Warranty on Equipment

Warranty coverage on the equipment covered by this order, if any, has been explained to purchaser. The warranty coverage is outlined below and indicated by the box checked.

NEW FACTORY PRODUCT WARRANTY or PURCHASED warranty, if qualified, is for the period offered by the product manufacturer. WARRANTIES PROVIDED BY THE SELLER ON NEW PRODUCTS SHALL BE GIVEN TO PURCHASER UNDER SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER.

NEW - Other Manufactures warranty

USED - When the equipment covered by this order is used equipment, THE PURCHASER STATES THAT HE HAS EXAMINED THE EQUIPMENT and is buying the equipment AS IS and with NO REPRESENTATION OR WARRANTIES, unless otherwise specified UNDER SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER.

## ADDITIONAL TERMS AND CONDITIONS

1. This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Sonsray Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.
2. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at that time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
3. The prices which Purchaser will pay for the new equipment set forth on the reverse side hereof shall be based upon the Case dealer price in effect on date of delivery of the new equipment. In the event Case dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling the order in writing immediately on being notified thereof.
4. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.
5. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear.
6. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private Sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.
7. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or conditions of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.
8. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.
9. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.
10. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and signs.
11. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.

### *Disclosure of Regulation Applicability:*

*When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.*

Purchaser's Initials: \_\_\_\_\_