



**City Commission Meeting Agenda  
2 Park Drive South, Great Falls, MT  
Commission Chambers, Civic Center  
November 06, 2024  
7:00 PM**

The agenda packet material is available on the City’s website: <https://greatfallsmt.net/meetings>. The Public may view and listen to the meeting on government access channel City-190, cable channel 190; or online at <https://greatfallsmt.net/livestream>.

Public participation is welcome in the following ways:

- Attend in person.
- Provide public comments in writing by 12:00 PM the day of the meeting: Mail to City Clerk, PO Box 5021, Great Falls, MT 59403, or via email to: [commission@greatfallsmt.net](mailto:commission@greatfallsmt.net). Include the agenda item or agenda item number in the subject line, and include the name of the commenter and either an address or whether the commenter is a city resident. Written communication received by that time will be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and, will be so noted in the official record of the meeting.

**Meeting Decorum Statement**

1. Members of the public shall address their comments to the presiding officer and the Commission as a body and not to any individual member of the Commission or City staff.
2. Speakers shall keep their comments germane to the subject item on the agenda or, during petitions and communications, matters of significant public interest which are within the jurisdiction of the Commission.
3. Be respectful and do not engage in disorderly or boisterous conduct, including but not limited to applause, booing, or making any remarks that are, threatening, profane, abusive, personal, or slanderous that disturbs, disrupts, or otherwise impedes the orderly conduct of our meeting.
4. Signs, placards, banners, or other similar items shall not be permitted in the audience during our City Commission meeting.
5. Remain seated, unless addressing the body at the podium or entering or leaving the meeting. Private or informal conversations may occur outside of the Chambers. Obey any lawful order of the Presiding Officer to enforce the Rules of Decorum.
6. A complete copy of Rule 10 pertaining to the public participation is available on the table in the Commission Chambers and is included with the Meeting posting on the City’s Website.

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL / STAFF INTRODUCTIONS**

**AGENDA APPROVAL**

**CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS**

**MILITARY UPDATES**

1. Miscellaneous Reports and announcements from Malmstrom Air Force Base.

## COMMUNITY INITIATIVES

2. Miscellaneous Reports and announcements from Sheriff Jesse Slaughter.

## PETITIONS AND COMMUNICATIONS

*(Public comment on any matter that is not on the agenda of the meeting and that is within the jurisdiction of the City Commission. Please keep your remarks to a maximum of 3 minutes. When at the podium, state your name and either your address or whether you are a city resident for the record.)*

3. Miscellaneous reports and announcements.

## NEIGHBORHOOD COUNCILS

4. Miscellaneous reports and announcements from Neighborhood Councils.

## BOARDS AND COMMISSIONS

5. Miscellaneous reports and announcements from Boards and Commissions.

## CITY MANAGER

6. Miscellaneous reports and announcements from City Manager.

## CONSENT AGENDA

*The Consent Agenda is made up of routine day-to-day items that require Commission action. Items may be pulled from the Consent Agenda for separate discussion/vote by any Commissioner.*

7. Minutes, October 15, 2024, City Commission Meeting.
8. Total Expenditures of \$ 4,686,174 for the period of October 3, 2024 through October 16, 2024, to include claims over \$25,000, in the amount of \$4,072,295.
9. Contracts List.
10. Ratify a natural gas supply contract with Energy West Resources extended for a one year period from November 1, 2024 to October 31, 2025.
11. Approve the purchase of one Wirtgen W120FI pavement milling machine from RDO Equipment of Great Falls, Montana through Sourcewell, for a total of \$602,270.30 as budgeted through the Fiscal Year 2025 Equipment Revolving Schedule.
12. Approve a professional services agreement in the amount \$176,870 with Woith Engineering Inc., for the 4th Ave North Street Reconstruction project, and authorize the City Manager to execute the agreement documents as budgeted in the Fiscal Year 2025 Public Works Capital Improvement Plan.
13. Approve a construction contract in the amount of \$996,500 with MJD Contracting, for the Hill 57 Pumpstation Improvements project as budgeted in the Fiscal Year 2025 Public Works Capital Improvement Plan.

**Action: Approve Consent Agenda as presented or remove items for separate discussion and/or vote by any Commission member. After motion is made, Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.**

## **PUBLIC HEARINGS**

14. Resolution 10564, Certifying the Abatement of a Nuisance and Statement of Expense, addressed as 613 9th Avenue South is Completed. *Action: Conduct a public hearing and adopt or deny Resolution 10564. (Presented by Brock Cherry)*

## **OLD BUSINESS**

15. Lift Station No. 1 Repairs Project – General Contractor Construction Manager (GCCM) Alternative Project Delivery Contract adopted through Resolution 10487. *Action: Approve or not approve a Early Work Amendment –Procurement Agreement to Prospect Construction, Inc. for Pre-Procurement of Project Equipment in the Amount of \$585,112.03 and authorize not authorize the City Manager to execute the Agreement Documents. (Presented by Christoff Gaub)*
16. Lift Station No. 1 Repairs Project – General Contractor Construction Manager (GCCM) Alternative Project Delivery Contract adopted through Resolution 10487. *Action: Approve or not approve an Early Work Amendment – Procurement Agreement to Prospect Construction, Inc. for Pre-Procurement of Project Equipment in the Amount of \$1,081,777.98 and authorize or not authorize the City Manager to execute the Agreement Documents. (Presented by Christoff Gaub)*

## **NEW BUSINESS**

17. Wastewater Treatment Plant Westside Pump Station Improvements and Bar Screen Replacement Project. *Action: Approve or not approve a construction contract in the amount of \$1,987,800 to Sletten Construction Company and authorize or not authorize the City Manager to execute the agreement documents. (Presented by Christoff Gaub)*

## **ORDINANCES / RESOLUTIONS**

### **CITY COMMISSION**

18. Miscellaneous reports and announcements from the City Commission.
19. Commission Initiatives.

## **ADJOURNMENT**

*(Please exit the chambers as quickly as possible. Chamber doors will be closed 5 minutes after adjournment of the meeting.)*

*Assistive listening devices are available for the hard of hearing, please arrive a few minutes early for set up, or contact the City Clerk's Office in advance at 455-8451. Wi-Fi is available during the meetings for viewing of the online meeting documents.*

*Commission meetings are televised on cable channel 190 and streamed live at <https://greatfallsmt.net>. City Commission meetings are re-aired on cable channel 190 the following Wednesday morning at 10 am, and the following Tuesday evening at 7 pm.*

**JOURNAL OF COMMISSION PROCEEDINGS**  
**October 15, 2024**

Regular City Commission Meeting

Mayor Reeves presiding  
 Commission Chambers, Room 206

**CALL TO ORDER:** 7:00 PM

**PLEDGE OF ALLEGIANCE**

**ROLL CALL/STAFF INTRODUCTIONS:** City Commission members present: Cory Reeves, Joe McKenney, Rick Tryon, Shannon Wilson, and Susan Wolff. Also present were Public Works Director Chris Gaub, Planning and Community Development Director Brock Cherry, Finance Director Melissa Kinzler, ARPA Project Manager Sylvia Tarman, Grant Administrator Tom Hazen, Senior Transportation Planner Andrew Finch, City Attorney David Dennis, Fire Chief Jeremy Jones, Police Chief Jeff Newton, and City Clerk Lisa Kunz.

**AGENDA APPROVAL:** There were no proposed changes to the agenda by the City Manager or City Commission. The Agenda was approved as presented.

**CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS:** Commissioner McKenney referred to Agenda Item #10, noting it involves Home Occupancy Certificates. He is a realtor and many realtors operate out of home offices. He will ask questions of that item and may recuse himself, if appropriate.

**PETITIONS AND COMMUNICATIONS**

1. **Jeni Dodd**, City resident, expressed concern about who will be hired to work the Sentinel project, so that Great Falls does not end up with illegal aliens on parolee status like Springfield, Ohio or Charleroi, Pennsylvania, that are now experiencing problems.

**NEIGHBORHOOD COUNCILS**

2. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

**BOARDS AND COMMISSIONS**

3. **APPOINTMENT TO THE TOURISM BUSINESS IMPROVEMENT DISTRICT BOARD.**

Mayor Reeves reported that Shawn Jeffrey Page was appointed to the Tourism Business Improvement District Board of Trustees (TBID) on February 21, 2023, but resigned from the board in early 2024. His term was scheduled to run through June 30, 2025.

The Board Liaison, Rebecca Engum, reached out to all property owners within the TBID district seeking interested candidates. She also sent emails and made phone calls to encourage applications. An application was received from the owner of the Springhill Suites, Brad Talcott.

**Commissioner Wilson moved, seconded by Commissioner Wolff, that the City Commission appoint Brad Talcott to the Tourism Business Improvement District Board of Trustees for the remainder of a four-year term through June 30, 2025.**



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Mayor Reeves asked if there were any comments from the public. Hearing none, Mayor Reeves asked if there was any discussion amongst the Commissioners.

Commissioner McKenney commented that Mr. Talcott is an excellent choice, with his hands on experience building up West Bank and tourism.

Mayor Reeves called for the vote.

Motion carried 5-0.

**4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

**Wade Stout**, Tobacco Education Specialist, Cascade City-County Health Department, handed out red ribbons for Red Ribbon Week, October 28 – November 1, 2024, in Great Falls. He reported that Red Ribbon Week started in 1988 and raises drug awareness and prevention across America.

Mr. Stout also reported that vaping among the youth in America does seem to have peaked and is going down nationally. Unfortunately, that does not seem to be what is happening here. Nationally, about 10% of the youth vape. In Montana, that figure is still around 25%.

There is nothing safe about e-cigarettes and vaping toxic chemicals. Eleven cities and counties in Montana have already banned vaping where smoking is already prohibited. If a vaping ban is not successful at the upcoming State Legislature, he encouraged a ban here at the local level.

Mayor Reeves noted he is a proponent of the Clean Indoor Air Act, including vapes.

**CITY MANAGER**

**5. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

City Manager Greg Doyon thanked the Commission for excusing him from the last meeting so that he could travel to West Yellowstone in advance of the Montana League of Cities and Towns Conference to get ready for the first ever Montana City and County Managers Association training.

Manager Doyon made the following announcements:

- On September 24, 2024, he represented the City at the McLaughlin Research Institute's 70<sup>th</sup> Anniversary honoring Montana bioengineering pioneers.
- Later that day he attended the Worlds of Work Career Expo. There was heavy participation from City departments.
- The 33<sup>rd</sup> Street water tank is undergoing internal maintenance to maintain its integrity.
- Public Works shop technician Joe Guza was recognized as "individual of the quarter" for his skilled welding abilities and being a team player who is respected by his department. The team known as the "Top Gun Water Dogs" was recognized for their work on two simultaneous water main breaks, working 18 hours to secure the site and restoring service in about 12 hours.

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- The properties that have not responded to the Water Service Line Inventory required by the EPA's forthcoming Lead and Copper Rule Revision and Improvements, are listed on the City's website. He urged residents that have not reported the status of their water line service to check the list for their address, and to call the Utility Department.
- Due to Federal Election Day, the next Commission meeting will be on Wednesday, November 6, 2024.

Planning and Community Development Director Brock Cherry provided an update of the deteriorating status of the Boston & Montana Barn located at the Anaconda Hills Golf Course. The roof recently caved in and the site has been secured. The Historic Preservation Advisory Commission (HPAC) has conducted studies to determine what it would take to revitalize the building. The elements and more recent roof cave in will accelerate its deterioration. The HPAC would like some time to try to secure funds to keep it in its vertical position or pursue ways to preserve the history of the building. He will bring the HPAC's recommendation to Manager Doyon and then the options will ultimately come before this body.

Manager Doyon noted that he is continuing to work on an Urban Deer Policy. When he has reviewed it with Montana Fish, Wildlife and Parks, the policy will come before the Commission for consideration.

Commissioner McKenney noted that he is on the HPAC. Historic structures are good for our culture. The copper from Butte was shipped to Great Falls to be refined at the Anaconda Company Refinery. That copper wired the world. The Boston & Montana Barn is the only building remaining of that historic period. He is in favor of allowing the HPAC time to try to raise money to save that piece of Great Falls history.

**CONSENT AGENDA.**

6. Minutes, October 1, 2024, City Commission Meeting.
7. Total Expenditures of \$2,631,597 for the period of September 19, 2024 through October 2, 2024, to include claims over \$25,000, in the amount of \$1,899,508.
8. Contracts List.
9. Approve a Utility Bill Printing and Mailing Services Agreement with Matrix Imaging Solutions, LLC for an initial term through December 31, 2027.

**Commissioner Wolff moved, seconded by Commissioner Wilson, that the City Commission approve the Consent Agenda as presented.**

Mayor Reeves asked if there were any comments from the public or discussion amongst the Commissioners. Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

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**PUBLIC HEARINGS**

- 10A. RESOLUTION 10563 TO AMEND PLANNING AND COMMUNITY DEVELOPMENT LAND DEVELOPMENT APPLICATION FEES PERTAINING TO TITLE 5 TO INCLUDE A LICENSE VERIFICATION FEE, A FEE INCREASE FOR A HOME OCCUPATION CERTIFICATE, AND RESCINDING RESOLUTION 9711.**
- 10B. ORDINANCE 3270 TO REPEAL TITLE 5, CHAPTER 3, ARTICLE 1 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO MECHANICALLY-OPERATED DEVICES DEPICTING SEXUAL ACTIVITY.**

Mayor Reeves opened the public hearing and asked for presentation of the agenda report.

Planning and Community Development Director Brock Cherry reported that during the 68th Montana legislative session, Senate Bill 262 added language to Montana Code Annotated (MCA) 7-1-111 to prohibit local governments from requiring additional licensing when the state is the original issuer of the license. This prohibition resulted in the City's inability to require individual business licenses for tradespeople (drain layers, plumbers, electricians, etc.), which previously allowed the City to ensure those requesting development permits were licensed correctly and possessed the required insurance and bonding capacity.

It is the City's duty to ensure that individuals carrying out trade work within the city limits hold a valid State license. The City is responsible for authorizing and overseeing work conducted within its jurisdiction, with the obligation to safeguard its residents, property, and interests. Staff is proposing to require yearly license verifications for specialty contractors in the trades. The verification will consist of an application and an associated fee of \$45 to cover staff time in processing verification requests.

While analyzing Planning and Community Development fees associated with Title 5 of the Official Code of the City of Great Falls (OCCGF), staff determined a fee increase from \$55 to \$100 for a new issuance of a Home Occupation Certificate is necessary to fully cover the cost of processing and verifying issuance, a permit technician inputting the request into the system, and a site inspection conducted by a city planner to ensure conformance with all adopted codes.

Staff also determined there were other fees listed on the fee schedule that are no longer administered by Planning and Community Development. Staff is proposing elimination of a separate license and associated fees for Coin-Operated Devices Depicting Sexual Activities per Device. The license required for this type of business is antiquated and obsolete, as no business exists within the corporate limits of the City of Great Falls. If a request for this type of business is made in the future, the activity is categorized under the land use of "sexual-oriented business", which will remain regulated within Title 17. The regulations include special standards, such as location requirements, that will still be applied through the review of a Safety Inspection Certificate (Business License).

Staff is also recommending elimination of the fee listed for False Alarms and an Alarm Permit Agent from its fee schedule, as false alarms are administered by the Fire Department and are included in a separate set of fees.

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Mayor Reeves asked if the Commissioners had any questions of Director Cherry.

Commissioner McKenney commented that many people work from home, and do not physically see customers in their homes. He inquired the criteria for a Home Occupancy license.

Director Cherry clarified a business license probably would not be required for remote workers. As it is administered now, they look to see if the business creates any interaction that is irregular with a neighborhood, such as creating additional traffic that is not normal for the associated neighborhood or receiving a large amount of packages on a daily basis.

Mayor Reeves asked if there were any comments from the public in favor of or in opposition to Resolution 10562 and Ordinance 3270.

**Jeni Dodd**, City resident, commented that she is neither in support nor opposed to this item. She wants to understand how a license verification fee would further protect City homeowners that seek to hire licensed tradesmen and women beyond the existence of the State license.

There being no one further to address the Commission, Mayor Reeves closed the public hearing and asked the will of the Commission.

**Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10563.**

Mayor Reeves asked if there was any discussion amongst the Commissioners.

Commissioner McKenney noted he does not have a conflict and plans on voting.

There being no further discussion, Mayor Reeves called for the vote.

Motion carried 5-0.

**Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission adopt Ordinance 3270.**

Mayor Reeves asked if there was any further discussion amongst the Commissioners. Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

**NEW BUSINESS**

**11. 2023/2024 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT WITH THE CITY OF GREAT FALLS PUBLIC WORKS DEPARTMENT. OF 1806.0**

Grant Administrator Tom Hazen reported that the Department of Housing and Urban Development (HUD) considers projects that benefit the population of a primarily Low to Moderate Income residential area to be eligible uses of Community Development Block Grant (CDBG) funds.

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Additionally, projects that remove architectural barriers from access to public facilities for severely disabled community members are appropriate utilizations of CDBG awards.

The Public Works department submitted an application dated January 6, 2023 that requested CDBG funding for the removal and reinstallation of sidewalks and the installation of Americans with Disabilities Act compliant ramps at Carter Park. At that time, preliminary estimates placed the entire cost of the project at \$564,885.00. The application was approved for full funding by the Grant Committee and was submitted for approval as part of the Annual Action Plan on the May 2, 2023 City Commission agenda. The Funding Agreement was ratified by the Commission on August 1, 2023.

The Final Design phase of the project began in October of 2023. As this progressed, updated estimates suggested that the project cost had increased to a total of \$637,210.00. This rise was primarily due to the steadily growing cost of materials, especially concrete. Representatives of the Finance and Public Works departments met to discuss the CDBG application and this new figure. Finance stated that there was a sufficient balance of CDBG funding to cover the new estimate. However, it was agreed that future increases would have to be covered from a different source.

A bidding process resulted in the selection of an \$807,000.00 bid from United Materials to undertake the project. The Streets Division of the Public Works department agreed to cover the balance above and beyond the previous estimate of \$637,210.00.

A momentary note, this is not the only sub award that the City has issued that has remained inactive for significant periods. This level of inactivity can attribute to compliance difficulties (i.e. timeliness). With this in mind, future award agreements will contain language that will require activity. Specifically, projects be under contract within 90 days and that a first draw request be submitted in the first 180 days after award.

In summary, the Carter Park improvements project is an eligible use of HUD awarded funds. The project will benefit a Low to Moderate Income residential area and provide access to the park for severely disabled individuals. This project has already been approved by the Commission. The proposed cost increase is reasonably attributable to the increased cost in materials that has impacted all of the City's projects. Finally, in addition to this increase, the Public Works Street division is willing and able to contribute funds to the project to bring it across the finish line.

**Commissioner Wolff moved, seconded by Commissioner Wilson, that the City Commission approve amending the 2023/2024 Community Development Block Grant Agreement with the City of Great Falls Public Works Department to increase the amount awarded to \$637,210.00.**

Mayor Reeves asked if there were any comments from the public. Hearing none, Mayor Reeves asked if there was any discussion amongst the Commissioners.

Commissioner Tryon requested an explanation about the gap in time that has resulted in additional funding due to the rise in cost of materials.

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Grant Administrator Hazen explained that this project was awarded late in the previous Annual Action Plan planning process and was included in a subsequent Annual Action Plan. The CDBG application was submitted in January, and approved by the Commission four months later. The agreement was approved a couple months after that because the process took so long to progress, from a CDBG perspective, from one-step to the next. Staff will address this by changing to a quarterly review process, which will provide a consistent review pattern. Another issue that contributed to the lag period was the transition of CDBG administration during that time. The previous CDBG administrator left about the same time this agreement was approved.

Commissioner Tryon commented that he appreciates that staff is addressing the problem.

Grant Administrator Hazen added that he and ARPA Project Manager Sylvia Tarman have been working together to create redundancy should something happen to one or the other.

Commissioner Wilson was taken aback by the cost of \$807,000 to install sidewalks around one square block. She was thankful for CDBG grant funds.

Commissioner Wolff commented that the project would certainly benefit the residents of the Carter Commons apartments being built.

There being no further discussion, Mayor Reeves called for the vote.

Motion carried 5-0.

**12. CHANGE ORDER #1 FOR CIVIC CENTER COURT RELOCATION PROJECT. OF 1750.3**

ARPA Project Manager Sylvia Tarman reported that the Civic Center Court Relocation Project was identified as a Tier 1 ARPA project in April 2022, and City staff began working with Cushing Terrell to come up with an adequate design. Original designs were to remodel the existing court space in the basement, but through the course of exploring those design options it became clear that the downstairs space would not be adequate for the Court's needs. The City then decided to remodel the Missouri Room to utilize it as the new Court space. The project went out for bid in January 2024, and the project was awarded to Wadsworth Builders in March. Construction began in July, and will be ongoing thru the spring of 2025.

The original project budget included some contingency funds for the project; however, many unforeseen conditions have been discovered during the early phases of the construction. Much of the originally included contingency has been allocated to mitigate for discovered conditions that have impacted the original design. As this building is over 80 years old, and this space has not been wholly remodeled, there have been some interesting discoveries within the floors, walls, and ceilings. Wadsworth, Cushing Terrell, and staff have worked closely to respond quickly and efficiently to the changing conditions as construction progresses.

Staff is requesting approval of a Change Order for an additional \$200,000 in contingency funds for the project to be able to approve changing designs in real time, and in order to facilitate construction moving forward without major timeline delays. These funds will come from the remaining ARPA

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balance. This will help ensure the entirety of the ARPA balance will be obligated by the deadline of December 31, 2024. The City needs to allocate all of the ARPA funds by this deadline, or return it to the Treasury Dept. Staff is working to allocate the remaining balance while ensuring that other project's needs are being met.

For these reasons, staff is recommending that the Commission approve Change Order # 1 in the amount of \$200,000.00 for additional contingency funds, bringing the contract total to \$2,398,175 with Wadsworth Builders.

**Commissioner Tryon moved, seconded by Commissioner McKenney, that the City Commission approve Change Order #1 in the amount of \$200,000.00 with Wadsworth Builders for the Civic Center Court Relocation Project, utilizing American Rescue Plan Act funds, and authorize the City Manager to execute the contract documents.**

Mayor Reeves asked if there were any comments from the public. Hearing none, Mayor Reeves asked if there was any discussion amongst the Commissioners.

Commissioner Wolff requested that ARPA Project Manager Tarman elaborate on a couple of the "interesting discoveries."

ARPA Project Manager Tarman responded in one of the walls intended to be extended, they discovered a 300 foot, approximately two ton rain leader lead pipe. Cutting that pipe and rerouting it would have been a huge expense. Another discovery was the original electrical lines that powered the lights in the ceiling were cut through the block ceiling and covered in concrete. The contractors have to reroute that electrical for lighting. Another example is the 80-year old concrete that is under the wood flooring was poured wavy and not flat.

Mayor Reeves received clarification that change orders will still have to be submitted, reviewed and approved for the contingency funds.

There being no further discussion, Mayor Reeves called for the vote.

Motion carried 5-0.

**13. GREAT FALLS AREA LONG RANGE TRANSPORTATION PLAN – 2024. OF 1662.2**

Senior Transportation Planner Andrew Finch reported that this item is part of a federally mandated process to update the City's Long Range Transportation Plan. The City is required to update its plan at a minimum of every five years. The Long Range Transportation Plan lays out the future for our transportation network and how to best keep it in good shape and funded for the future.

In 2023, the consulting firm of Robert Peccia & Associates was hired to assist in the preparation of a full update to the Plan, which included both extensive data-gathering/analysis and public outreach. The cooperative planning process includes Cascade County, Montana Department of Transportation, City Planning Advisory Board, City Commission and the Great Falls Transit District.



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Senior Transportation Planner Finch reviewed and discussed the following PowerPoint slides:

Adoption of the update to the Plan is the first step. The various boards and bodies involved in adoption of the Plan update include the Technical Advisory Committee, City Planning Advisory Board, City Commission, County Planning Board, Cascade County Commission and the Policy Coordinating Committee. Two more steps include project development and construction.

**Commissioner Wolff moved, seconded by Commissioner Wilson, that the City Commission approve the Great Falls Long Range Transportation Plan - 2024.**

Mayor Reeves asked if there were any comments from the public.

**Jim Wingerter**, Great Falls District Administrator for the Montana Department of Transportation, reported that the Montana Department of Transportation wholeheartedly supports this plan.

**Jeni Dodd**, City resident, commented a few months ago when the Commission approved an apartment complex at the corner of 8<sup>th</sup> Avenue North and 25<sup>th</sup> Street North, she expressed traffic congestion concerns at that and surrounding intersections.

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The intersection at River Drive and 25<sup>th</sup> Street North is identified in the plan as intersection 18 with a designation of “F,” which is the worst designation in the transportation plan. This revelation in the transportation plan makes it appear that the City and the Commission were disingenuous when they recommended and approved the 12-plex project.

The Transit District is part of the Transportation Plan. She inquired why a property that is nowhere near a bus service line and outside of City limits would be required to pay a City transit tax.

There being no one further to address the Commission, Mayor Reeves asked if there was any discussion amongst the Commissioners.

Commissioner McKenney commented that it seems that 9<sup>th</sup> Street is over capacity for the condition of that road. He inquired if there was any mention of 9<sup>th</sup> Street in this transportation report.

Senior Transportation Planner Finch responded that the intersection of 10<sup>th</sup> Avenue South and 9<sup>th</sup> Street is one of the most congested intersections in Great Falls. It has one of the largest numbers of crashes and is an area of concern. Changes can be made, but with the recognition that adding capacity to a two-lane roadway comes at a cost of sacrificing parking or street trees, or by taking property to make additional room. It has been on the radar for decades, but he thinks it is manageable for now. They are reluctant to make changes until it is necessary to the functionality of 9<sup>th</sup> Street.

Commissioner Wolff inquired if there were plans to improve the Bootlegger Trail/North side area.

Senior Transportation Planner Finch responded that there is a recognition that those are real problem areas for the City of Great Falls. An arterial is identified and penciled in as installing a stop light at Great Bear Avenue and extending westward to almost lining up with the intersection of 6<sup>th</sup> Street NW and Watson Coulee Road. Funding for such a project would be in the illustrative list of the plan. There is no pot of money to build a roadway from scratch. The first step is to get it in the plan. Then, as funding opportunities arise or as the City is able, build a block at a time. It will be an iterative process over the next 20 years. He thinks they will have to deal with some angst when it comes to growth, and the transportation network is part of that. The bridges are aging. The City’s major infrastructure is going to need to be replaced or at least some expensive repairs done.

Commissioner Wolff noted that it now takes longer to get across town via 10<sup>th</sup> Avenue South and is a sign of this community growing and changing.

Commissioner Wilson noted that 10<sup>th</sup> Avenue South used to be only two lanes. It has been expanded and is still overwhelming.

There being no further discussion, Mayor Reeves called for the vote.

Motion carried 5-0.

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**14. IMPROVEMENT AGREEMENT WITH DISCOVERY MEADOWS, INC.**

Planning and Community Development Director Brock Cherry reported that on March 21, 2023, the City Commission adopted Resolution 10492 and Ordinance 3257, which annexed and rezoned the property addressed as 5123 7th Avenue North. The City Commission approved the rezone to R-6 Multi-family High Density to allow the property to be developed as a 252-unit (six 42-plex buildings) apartment complex. As part of this action, a draft Improvement Agreement was also approved by the City Commission. The applicant, Discovery Meadows, Inc. is requesting the Agreement be amended to account for higher project costs than originally estimated.

As part of the original draft Agreement, the City agreed to reimburse the applicant an amount not to exceed \$244,673.80 for half of the public infrastructure improvements made to 52<sup>nd</sup> Street North because the City is the adjacent property owner to the west, which is the location of the Siebel Soccer Complex.

As the cost of construction, including materials and labor, have significantly increased over the last year, the applicant requests an updated City contribution not to exceed \$303,746.00 for the public improvements to 52<sup>nd</sup> Street North as listed below:

Roadway Improvements:	\$181,694.00
Water Improvements:	\$64,820.00
<u>Stormwater Improvements:</u>	<u>\$57,232.00</u>
Total Reimbursement Costs:	\$303,746.00

Language was also added in the amended Improvement Agreement, consisting of the following:

- A clause in Section 2 of the agreement regarding a timeframe for work to begin in three years for the Agreement to remain valid.
- A clause in Section 13 that only allows reimbursement to the developer once a portion of the much-needed housing provided has been completed, including the following requirements to be met prior to reimbursement:
  1. A final certificate of occupancy must be issued for one apartment building.
  2. The entirety of the infrastructure improvements must be completed.
  3. The City must approve and accept the infrastructure improvements and the respective costs.
  4. The City must have sufficient funds available for the reimbursement at its sole discretion.

The applicant’s request can be funded through the associated Public Works Enterprise funds: the roadway fund, the water fund, and the stormwater fund.

**Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission approve the Amended Improvement Agreement for the Discovery Meadows, Inc. project.**

Mayor Reeves asked if there were any comments from the public. Hearing none, Mayor Reeves asked if there was any discussion amongst the Commissioners.

**JOURNAL OF COMMISSION PROCEEDINGS**  
**October 15, 2024**

Commissioner Tryon noted that the developer is not asking for a disproportionate investment from the City. Due to the rising costs, the City and developer have each agreed to pay half, and all of the funds are going towards public infrastructure improvements.

There being no further discussion, Mayor Reeves called for the vote.

Motion carried 5-0.

**ORDINANCES / RESOLUTIONS**

**CITY COMMISSION**

**15. APPOINTMENTS, GREAT FALLS CITIZEN'S COUNCIL.**

Mayor Reeves reported that Commissioners Wolff and McKenney have volunteered to serve as the Commission's representatives for the Great Falls Citizen's Council meeting scheduled for October 22, 2024.

**Commissioner Wilson moved, seconded by Commissioner Tryon, that the City Commission appoint Commissioner Wolff and Commissioner McKenney to serve on the Great Falls Citizen's Council, also known as the Council of Councils, for the October 22, 2024 meeting.**

Mayor Reeves asked if there were any comments from the public or discussion amongst the Commissioners.

Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

**16. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Commissioner Wolff thanked City departments that participated in the Worlds of Work event.

**17. COMMISSION INITIATIVES.**

There was consensus of the Commission that City Manager Doyon vet the applications and negotiate with a lobbyist to advocate for Great Falls at the upcoming State legislative session. All agreed that, due to his legislative experience, Commissioner McKenney have discussions with City Manager Doyon about that process.

Manager Doyon noted that he has two applications to review and evaluate further, and that any contract with a lobbyist would come before the Commission for consideration.

**JOURNAL OF COMMISSION PROCEEDINGS**  
**October 15, 2024**

**ADJOURNMENT**

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Reeves, to adjourn the regular meeting of October 15, 2024, at 8:22 p.m.**

Motion carried 5-0.

\_\_\_\_\_  
Mayor Reeves

\_\_\_\_\_  
City Clerk Lisa Kunz

**Minutes Approved: November 6, 2024**

DRAFT



Commission Meeting Date: Nov 6th, 2024  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**ITEM:** \$25,000 Report  
 Invoices and Claims in Excess  
 of \$25,000

**PRESENTED BY:** Finance Director

**ACTION REQUESTED:** Approval with Consent Agenda

**LISTING OF ALL ACCOUNTS PAYABLE CHECKS ISSUED AVAILABLE ONLINE AT**  
<https://greatfallsmt.net/finance/checkregister>

**TOTAL CHECKS ISSUED AND WIRE TRANSFERS MADE ARE NOTED BELOW WITH AN  
 ITEMIZED LISTING OF ALL TRANSACTIONS GREATER THAN \$25,000:**

ACCOUNTS PAYABLE CHECKS	10/03/2024 - 10/16/2024	3,864,572.00
MISCELLANEOUS ACCOUNTS PAYABLE WIRES	10/03/2024 - 10/16/2024	815,129.96
		SUB TOTAL: \$
		4,679,701.96
MUNICIPAL COURT CHECKS	10/03/2024 - 10/16/2024	6,471.88
		GRAND TOTAL: \$
		4,686,173.84

**GENERAL FUND**

**SPECIAL REVENUE FUNDS**

**COVID RECOVERY**

WADSWORTH BUILDERS COMPANY INC	GFPD EVIDENCE BUILDING EXPANSION	285,261.81
ORION PLANNING + DESIGN	GROWTH POLICY UPDATE SEPTEMBER 2024	27,654.35

**LIBRARY FOUNDATION**

CTA ARCHITECTS ENGINEERS	PROFESSIONAL SERVICES FOR AUGUST 24	44,321.66
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**STREET DISTRICT**

UNITED MATERIALS OF GREAT FALLS	LOWER NORTHSIDE STREET RECON/PMT 4 (SPLIT AMONG FUNDS)	256,107.56
UNITED MATERIALS OF GREAT FALLS	32ND ST S ADA UPDATE/PMT2	209,203.88
UNITED MATERIALS OF GREAT FALLS	LOWER NORTHSIDE STREET RECON/FINAL (SPLIT AMONG FUNDS)	87,614.67
UNITED MATERIALS OF GREAT FALLS	32ND ST S ADA UPDATE/PMT3 (SPLIT AMONG FUNDS)	295,191.83

**SUPPORT & INNOVATION**

**GAS TAX**

UNITED MATERIALS OF GREAT FALLS      FIESTA STREET RECON/PMT2      306,004.53

**DEBT SERVICE FUNDS**

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**CAPITAL PROJECT FUNDS**

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**ENTERPRISE FUNDS**

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**WATER**

FERGUSON ENTERPRISES INC      WATER METER EQUIPMENT PURCHASES      121,217.60

UNITED MATERIALS OF GREAT FALLS      32ND ST S ADA UPDATE/PMT3  
(SPLIT AMONG FUNDS)      250.00

**SEWER**

VEOLIA WATER NORTH AMERICA      MONTHLY WWTP OPERATION CONTRACT      318,489.18

ADV ENGINEERING AND ENVIRONMENT      LS #4 UPGRADES & REPLACEMENT      27,107.25

**STORM DRAIN**

UNITED MATERIALS OF GREAT FALLS      LOWER NORTHSIDE STREET RECON/PMT 4  
(SPLIT AMONG FUNDS)      5,834.86

UNITED MATERIALS OF GREAT FALLS      LOWER NORTHSIDE STREET RECON/FINAL  
(SPLIT AMONG FUNDS)      15,579.40

UNITED MATERIALS OF GREAT FALLS      32ND ST S ADA UPDATE/PMT3  
(SPLIT AMONG FUNDS)      14,850.00

**SANITATION**

JACKSON GROUP PETERBILT      PETERBILT 520/HEIL SIDE LOADER #923      210,353.00

**INTERNAL SERVICE FUNDS**

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**INFORMATION TECHNOLOGY**

TYLER TECHNOLOGIES INC      PROFESSIONAL SERVICES UTILITY      42,800.00

**HEALTH & BENEFITS**

HEALTH CARE SERVICE CORPORATION      BCBS HEALTH INSURANCE SEPTEMBER 24      780,195.60

HOME HEALTH OF MONTANA      IT STARTS WITH ME BIOMETRICS SCREENING:      55,092.00

METROPOLITAN LIFE INSURANCE CO      METLIFE DENTAL AND VISION SEPT 2024      46,575.09

**TRUST AND AGENCY FUNDS**

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**PAYROLL CLEARING**

STATE TREASURER      MONTANA TAXES      41,596.00

FIREFIGHTER RETIREMENT      FIREFIGHTER RETIREMENT EMPLOYEE &  
EMPLOYER CONTRIBUTIONS      59,488.99

STATEWIDE POLICE RESERVE FUND      POLICE RETIREMENT EMPLOYEE &  
EMPLOYER CONTRIBUTIONS      76,452.13



PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	153,898.84
US BANK	FEDERAL TAXES, FICA & MEDICARE	240,048.51

**UTILITY BILLS**

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HIGH PLAINS LANDFILL	LANDFILL CHARGES SEPT 2024	109,902.88
NORTHWESTERN ENERGY	ELECTRIC SUPPLY SEPT 2024	47,181.72
ENERGY KEEPERS INC	ENERGY SALES SEPT 2024	194,022.15

**CLAIMS OVER \$25,000 TOTAL:** \$ 4,072,295.49

**CITY OF GREAT FALLS, MONTANA  
COMMUNICATION TO THE CITY COMMISSION**

**DATE: November 6, 2024**

**ITEM:** CONTRACTS LIST  
Itemized listing of administratively approved contracts.  
(Listed contracts are available for inspection in the City Clerk’s Office.)

**PRESENTED BY:** Lisa Kunz, City Clerk  
**ACTION REQUESTED:** Ratification of Contracts through the Consent Agenda

**MAYOR’ S SIGNATURE:** \_\_\_\_\_

**CONTRACTS LIST**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
<b>A</b>	Legal	Pine Technologies, LLC	11/06/2024 – 11/05/2027  Initial 3-yr term; automatically renews for one-year successive periods until notice of non-renewal or termination	\$20,000/yr  Automatic subscription fee increase of 3% annually	Software as a Service Subscription Agreement, Service Level Agreement and Support Services for the Legal Department’s case management and eDiscovery software.



*Commission Meeting Date:* November 6, 2024  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Extend a natural gas supply contract with Energy West Resources

**From:** Greg Doyon, City Manager

**Initiated By:** Contract with Energy West Resources expires October 31, 2024

**Presented By:** Greg Doyon, City Manager

**Action Requested:** Ratify natural gas supply contract with Energy West Resources

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (ratify/not ratify) a natural gas supply contract with Energy West Resources extended for a one year period from November 1, 2024 to October 31, 2025.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

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**Staff Recommendation:** Staff recommends the City Commission approve an extension of the natural gas supply contract with Energy West Resources (Energy West) for one year.

**Background:** In November, 2017, the City of Great Falls (City) sought the services of a natural gas supply consultant and retained the services of Jim Morin. Jim Morin evaluated the current natural gas supply contract and determined that the most competitive approach would be to extend the city’s current contract with Energy West. The contract was entered into November 1, 2017. The first 2 years of the contract were at a fixed price full requirements at \$3.37/Mmbtu and the remaining three years of the contract at an Aeco 7A Index plus adder of \$0.682/Mmbtu with an option to fix that index in the future. In the last three years of the contract, the City entered into a fixed rate contract at \$2.70/Mmbtu.

Jim Morin of PowerGas Corporation evaluated the City of Great Falls natural gas supply options in 2022. Because of the limited supply options in the natural gas supply market, the volatility of the gas pricing since the beginning of 2021, and the volume of supply the City needs, the City did not have the option of a fixed price full requirement option. In addition, there were limited term options.

Energy West forwarded a price offer to the City for either a one or two year term option at AECO C/NIT 7 (a), as published by the Canadian Gas Price Reporter, plus \$.65/Mmbtu. After review of the City’s options, Jim Morin recommended that the City extend the natural gas supply contract with Energy West for one year with an option to extend for a second year upon a 60-day notification. At their meeting on October 18, 2022, The City Commission approved the contract for one year through October 31, 2023.

In order to secure the same contract terms for an additional year, City Manager Doyon signed the contract on October 18, 2023 and the Commission ratified the action during the November 7, 2023 Commission meeting. For the upcoming year, Energy West offered a one year contract extension at an Aeco 7A Index plus adder of \$0.70/Mmbtu beginning on November 1, 2024 with an option to extend for an additional one year term. By extending the natural gas supply contract with Energy West, it will allow the City to negotiate future natural gas supply contracts.

By way of background, NorthWestern Energy purchased Energy West on July 30, 2024.

Link: [NWE Press Release - July 30, 2024](#)

**Attachments/Exhibits:** Energy West contract

TRANSACTION CONFIRMATION  
FOR IMMEDIATE DELIVERY



Date: October 22, 2024

Transaction Confirmation #: CofGF20241022

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated June 4, 2010. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

**SELLER:**

Energy West Resources, Inc.  
P.O. Box 1526, #1 First Avenue South  
Great Falls, MT 59403

Attn: Jennifer Myre  
Phone: 406-791-7572  
Email: [jmyre@ewst.com](mailto:jmyre@ewst.com)  
Base Contract No. \_\_\_\_\_  
Transporter: \_\_\_\_\_  
Transporter Contract Number: \_\_\_\_\_

**BUYER:**

City of Great Falls (include Veolia Water & Courseco)  
P.O. Box 5021  
Great Falls, MT 59403

Attn: Greg Doyon  
Phone: 406-455-8450  
Fax: 406-452-8048  
Base Contract No. \_\_\_\_\_  
Transporter: \_\_\_\_\_  
Transporter Contract Number: \_\_\_\_\_

Contract Price: AECO C/NIT (7A), as published by the Canadian Gas Price Reporter, plus \$0.70/ MMBtu for all volumes delivered to the sales meters.

**Delivery Period: Begin: November 1, 2024 End: October 31, 2025**

- ❖ Buyer may contract for a second year (Nov25-Oct26) provided buyer provides written notice to EWR on or before September 1, 2025

**Performance Obligation and Contract Quantity: (Select One)**

**Firm (Fixed Quantity):**

\_\_\_\_\_ MMBtus/day  
 EFP

**Firm (Variable Quantity):**

\_\_\_\_\_ MMBtus/day Minimum  
\_\_\_\_\_ MMBtus/day Maximum  
subject to Section 4.2. at election of  
 Buyer or  Seller  
 Full Requirements

**Interruptible:**

Up to \_\_\_\_\_ MMBtus/day

**Delivery Point(s):** Any firm receipt point into NorthWestern Energy System

**Special Conditions:**

- ❖ Buyer is responsible for all regulated Tariff charges including customer service, transportation, and Distribution charges as regulated by Montana Public Service Commission.
- ❖ The charges will be based on the metered volumes.
- ❖ Buyer may contract for a second year (Nov25-Oct26) at the AECO (7A) plus \$0.70/ MMBtu, provided buyer provides written notice to EWR on or before September 1, 2025

Seller: Energy West Resources, Inc.

By: \_\_\_\_\_  
Corey Medved

Title: Regional Controller

Date: \_\_\_\_\_

Buyer: City of Great Falls

By: \_\_\_\_\_  
Greg Doyon

Title: City Manager

Date: 10.22.24



Commission Meeting Date: November 6, 2024  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Pavement Milling Machine

**From:** Doug Alm, Vehicle Maintenance Manager

**Initiated By:** Public Works Department

**Presented By:** Christoff T. Gaub, Public Works Director

**Action Requested:** Approve Purchase

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the purchase of one Wirtgen W120FI pavement milling machine to RDO Equipment of Great Falls, Montana through Sourcewell, for a total of \$602,270.30.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

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**Staff Recommendation:** Staff recommends the City Commission approve the purchase of one Wirtgen W120FI pavement milling machine to RDO Equipment of Great Falls, Montana, through Sourcewell, for a total of \$620,270.30, which includes trade value of existing unit.

**Background:**

Significant Impacts

The existing unit has experienced increased repair costs, down time, and degrading performance. The unit has undergone \$240,894 in major repairs in the last five years due to age and use of equipment. Continued use would increase costs, down time and effect the ability to perform essential services.

Purpose

The requested pavement milling machine will be utilized by the Street Division to perform essential pavement preservation projects, including asphalt mill and overlay, as well as mill excavation. The Street Division keeps only one milling machine in its fleet, making dependability extremely important. On average, 3.9 miles of mill and overlay are completed annually. This new machine will replace Unit #865, a 2010 Cat PM102 with a VIN of Z2Y00470 and 2,972 hours of use. The typical lifespan of a milling machine is five years or 5,000 hours, which means this unit is at the end of its reliable lifespan. By acquiring this updated unit, the City will continue operational efficiency and maintain higher quality standards while performing pavement preservation projects.



### Evaluation and Selection Process

The recommended purchase and installation will be procured through the City's membership in Sourcewell, a governmental purchasing service cooperative based in Minnesota. The City secures memberships in governmental cooperative purchasing entities under §18-4-124 and §18-4-401 *et seq.*, MCA and those memberships allow it to access a wide range of products and services from competitively solicited bids and proposals from various vendors. The City will then work with the contract managers at the purchasing cooperative to verify pricing and ask questions about contract structures, and then ultimately enter into contracts directly with the vendors who have contracted with the vendors who have contracted with the cooperative to purchase the products and services offered through the cooperative purchasing structure. These vendors are often located in Montana and even Great Falls, Montana. In this particular case the City is accessing a Sourcewell contract for a pavement milling machine with RDO Equipment of Great Falls, Montana.

### Conclusion

The bid specifications from Sourcewell meet the City's current milling machine specifications. City staff evaluated and tested this machine in late 2023, and it meets the Street Division's operational needs, and accessibility of parts, service and support from local vendor.

**Fiscal Impact:** Funds for these scheduled purchases from the ERS (Equipment Revolving Schedule) were provided in the FY 2025 Central Garage Budget for the Street Division. City staff recommends accepting the fair trade-in offer by RDO Equipment of \$76,000. This trade-in price favorably compares with used equipment prices for similar units.

### **Alternatives:**

The City Commission may vote to not approve the purchase of the Wirtgen W120FI pavement milling machine. Failure to acquire a new machine would result in continued reliance on the existing unit, which is aging and increasingly costly to maintain. Downtime and project delays would further postpone critical maintenance, adding to the current backlog of preservation efforts and limit the City's capacity to execute essential projects such as asphalt mill and overlay. Deferring maintenance will lead to increased future costs and negatively affect the Overall Condition Index ratings of the street network.

### **Attachments/Exhibits:**

Sourcewell John Deere/Wirtgen Dealer Quote/Invoice – RDO Equipment – Pavement Milling Machine  
Sourcewell Contract – Wirtgen Contract #060122-WAI





# Retail Purchase Order

Agenda #11.

RDO Equipment Co.  
 4900 Tri Hill Road  
 Great Falls MT, 59404  
 Phone: (406) 452-8521 - Fax: (406) 454-1814

**Bill To:**  
 CITY OF GREAT FALLS  
 FISCAL SERVICES DEPT  
 PO BOX 5021  
 GREAT FALLS, MT, 594035021  
 CASCADE ()  
 (406) 771-1401

**Purchase Order Date:** 8/28/2024  
**Purchase Order #:** 1800994  
**Purchaser Account #:** 1401017  
  
**Customer Purchaser Type:** Governmental - City/Town/Village  
**Customer Market Use:** Building - Non-Residential  
**Location of First Working Use:** GREAT FALLS, MT, 594035021  
**Dealer Account Number:** 178727  
**Sales Professional:** Clemon (Paul) Jones  
**Phone:** (406) 401-8354  
**Fax:** (406) 454-1814  
**Email:** cjones@rdoequipment.com

## Comments

Sourcewell Contract #060122

## Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2024 WIRTGEN PRODUCTS W120FI	\$811,915.00
			Customer Discount SOURCEWELL 18% Sourcewell Contract #060122	(\$143,444.70)
			Warranty -EPG Full Extended-36 Months, 1000 Hours,Deductible: 0	\$9,800.00
<b>Equipment Subtotal:</b>				<b>\$678,270.30</b>

## Trade Information

Serial Number	Year / Make / Model	Payoff Information	Trade In Hours	Trade In Value
CATPM102JZ2X00470	2011 CAT PM-102	\$0.00	2437	(\$76,000.00)
<b>Total Trade in Value:</b>				<b>(\$76,000.00)</b>
<b>Trade Balance Owed:</b>				<b>\$0.00</b>
<b>Net Difference:</b>				<b>(\$76,000.00)</b>

## Purchase Order Totals

<b>Balance:</b>	\$602,270.30
<b>Total Taxable Amount:</b>	\$0.00
<b>MT STATE TAX:</b>	\$0.00
<b>Sales Tax Total:</b>	\$0.00
<b>Sub Total:</b>	\$602,270.30
<b>Cash with Order:</b>	\$0.00
<b>Balance Due:</b>	<b>\$602,270.30</b>

For the Construction Product(s)

**ACKNOWLEDGMENTS** - Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above Product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Product(s) ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims of a bankruptcy trustee or a buyer in the ordinary course of business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order. I (we) hereby grant a security interest to RDO Equipment in the Product.

**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. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

**IMPORTANT WARRANTY NOTICE** - The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

Signature Area

Purchase Order Accepted By:

\_\_\_\_\_  
(Customer's Signature)

\_\_\_\_\_  
(Date Accepted)

\_\_\_\_\_  
(Authorized Signature of Dealer)

\_\_\_\_\_  
(Date Accepted)

Delivery of Equipment Acknowledgement:

\_\_\_\_\_  
(Customer's Signature)

\_\_\_\_\_  
Date Accepted

\_\_\_\_\_  
(Account Manager's Signature)

\_\_\_\_\_  
Date Accepted

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2024 WIRTGEN PRODUCTS W120FI	0010 COLD MILLING MACHINE W 120 FI 0020 COUNTRY OF OPERATION UNITED STATES 0030 4 DRIVEN TRACK UNITS 0040 MILLING DRUM HOUSING FB1200 (3 FT 11 IN) FCS 0050 FCS MILLING DRUM FB1200 (3 FT 11 IN) HT22 PLUS LA15 WITH 109 PICKS 0060 PREMIUM OPERATOR'S PLATFORM, HYDRAULICALLY MOVEABLE 0070 MACHINE WITH HYDRAULIC PRE-FITTING FOR A DISCHARGE CONVEYOR - SCREW COUPLING 0080 DISCHARGE CONVEYOR, 8,150 MM LONG, 600 MM WIDE, WITH HYDRAULIC FOLDING DEVICE 0090 STANDARD FILM COATING IN RAL 9001 (CREAM) 0100 TECHNICAL DOCUMENTATION - NORTH AMERICA COUNTRY VERSION (US) 0110 JOHN DEERE OPERATIONS CENTER: DIGITAL SOLUTIONS FOR OPTIMIZING PROCESSES, MACHINES, AND SERVICES 0130 STANDARD LED LIGHTING PACKAGE WITH 14,050 LUMEN 0140 PREMIUM ELECTRO-HYDRAULIC UNIT 0150 OPERATOR'S PLATFORM WITH WEATHER CANOPY AND LATERAL WEATHER PROTECTION ELEMENTS 0160 ACTIVE FLOATING POSITION FOR THE SIDE PLATES, LEFT AND RIGHT 0170 VERSION WITH A ONE-PIECE WATER SPRAY BAR FOR THE FB1200 0180 FCS TANDEM SCRAPER FB1200 (3 FT 11 IN) 0190 VCS EXTRACTION SYSTEM 0200 EXTENSION OF LEVEL PRO ACTIVE WITH TWO LEVELLING BOOMS AND ONE SONICSKI SENSOR 0210 POWERFUL HIGH-PRESSURE WATER CLEANER, 150 BAR (2175 PSI), 15 L/MIN (4 GPM) 0220 MILLING DRUM ROTATION DEVICE 0230 MILL ASSIST ASSISTANCE SYSTEM 0240 2-FOLD CAMERA SYSTEM 0250 MANUALLY-ADJUSTABLE EXTERIOR MIRROR 0260 ADDITIONAL SET OF TECHNICAL DOCUMENTATION - NORTH AMERICA 0280 3 WAY MULTIPLEX SYSTEM, RIGHT INCLUDING 2 ULTRASONIC SENSORS 0290 MULTIPLEX PRELIMINARY EQUIPMENT CONSISTING OF 2 SENSOR SOCKETS

**Solicitation Number: RFP #060122****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Wirtgen America, Incorporated, 6030 Dana Way, Antioch, TN 37013 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Roadway Paving Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 1, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell



contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. Use; Quality Control.**

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

**4. Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

**B. PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

**C. MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

**D. ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

## **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit



4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other



insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers, and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

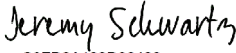
## 22. CANCELLATION

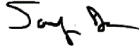
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

Wirtgen America, Incorporated

DocuSigned by:  
  
 By: C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 7/29/2022 | 12:58 PM CDT

DocuSigned by:  
  
 By: 870139758F27469...  
 Sandy Draper  
 Title: Director-Inside Sales Operations  
 Date: 8/10/2022 | 11:54 AM PDT

Approved:

DocuSigned by:  
  
 By: 7E42B8F817A64CC...  
 Chad Coquette  
 Title: Executive Director/CEO  
 Date: 8/10/2022 | 1:57 PM CDT

# RFP 060122 - Roadway Paving Equipment

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## Vendor Details

Company Name: Wirtgen America, Inc.  
6030 Dana Way  
Address: Antioch, TN 37013  
Contact: Melanie Braband  
Email: melanie.braband@wirtgen-group.com  
Phone: 615-598-4892  
HST#: 62-1250621

## Submission Details

Created On: Monday May 23, 2022 13:59:36  
Submitted On: Wednesday June 01, 2022 15:36:50  
Submitted By: Melanie Braband  
Email: melanie.braband@wirtgen-group.com  
Transaction #: e407d577-ebe1-4767-a7b1-84d61f533dd1  
Submitter's IP Address: 216.170.179.162

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Wirtgen America, Incorporated
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A
5	Proposer Physical Address:	6030 Dana Way Antioch, TN 37013
6	Proposer website address (or addresses):	www.wirtgen-group.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Sandy Draper - Director Inside Sales Operations, 6030 Dana Way Antioch, TN 37013 Sandy.Draper@wirtgen-group.com Tel.: 615-477-8046
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Melanie Braband, Contract Administrator, 6030 Dana Way Antioch, TN 37013 E-Mail: Melanie.Braband@wirtgen-group.com Phone #: 615-598-4892
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sandy Draper - Director Inside Sales Operations, 6030 Dana Way Antioch, TN 37013 E-Mail: Sandy.Draper@wirtgen-group.com Phone #: 615 477 8046

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>In 1985 Wirtgen America was founded in Nashville, TN with a rented office and small warehouse space with less than 10,000 sq. ft. combined.</p> <p>In 1989, Wirtgen America moved to their second location in Nashville, where we purchased office and warehouse space, and expanded in 1994/1995 adding a shop to work on larger machines.</p> <p>In 2000, Wirtgen moved a third and final time, settling in Antioch, TN at our 6030 Dana Way address. We had an initial purchase of 8 acres of land at 6030 Dana Way, and constructed a new facility with 75,000 sq ft consisting of 10,000 sq ft office space, 10,000 sq ft shop, and 55,000 sq ft warehouse space.</p> <p>In 2008, we opened the Reinhard Wirtgen Learning Center at 6040 Dana Way with 20,000 sq ft training facility, hosting 4 classrooms &amp; labs, 70-seat cafeteria, and a training shop. We also acquired additional 23 acres of land for a later expansion.</p> <p>In 2012, 6030 Dana Way expanded to 130,000 sq ft facility, +8,000 sq ft shop, and 37,000 sq ft warehouse space. This brought our Total areal to 36 acres and 150,000 sq ft area under roof (incl. Training Center).</p> <p>In 2013, we expanded further, with an additional 10,000 sq ft office space, a remodel of the existing 20,000 sq ft. and we doubled employee seating capacity.</p> <p>In 2017, Wirtgen America invested \$4 million for the expansion of the Center for Training &amp; Technology (CTT) at 6040 Dana Way. We added 20,000 sq ft (= doubling the space), expanded to two stories and built in a total of 11 classrooms and 180-seat cafeteria.</p> <p>The Wirtgen Group was acquired by Deere &amp; Company in December 2017. We are now a John Deere Company. United, we form one of the biggest players in the construction equipment industry and complement one another product line perfectly.</p> <p>Wirtgen America and its dealer network offer a broad range of services tailored to the customer's individual requirements for all areas of road construction, as well as the mining and processing of minerals. With passion and know-how, our experienced team ensures success every single day.</p> <p>Market-leading products, excellent service, and tried and tested quality standards give the confidence needed in their competitive environment. The WIRTGEN GROUP's successful long-standing brands keeps the customers safely on the road of success.</p> <p>Wirtgen America is located in the middle of North America. We offer our world-renowned service at more than 250 locations, operated by our 34 dealers families located all over the United States and Canada with locations in every state and province. And our dealer network does more than just sell the high quality WIRTGEN GROUP products: The delivery of one of our machines marks the beginning of a long-standing partnership. Our dealer network puts the machines, parts and service expertise close to our customers. Our dealers can always rely on the specialists of Wirtgen America with the strong background of the four specialized brand headquarters.</p> <p>Wirtgen's number 1 objective is to always be close to our customers.</p>	*
11	What are your company's expectations in the event of an award?	We look forward to continuing a very collaborative and positive relationship with Sourcewell and its members, as well as building new relationships, while going above and beyond to supply each buying agency's equipment needs with state of the art products and superior customer service.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Upload supporting documents (as applicable) in the document upload section of your response. Please see the 2021 Annual Report attached.	*
13	What is your US market share for the solutions that you are proposing?	<ul style="list-style-type: none"> <li>• Mills 80.1%</li> <li>• Stabilizers 58.1%</li> <li>• Vögele 34.2%</li> <li>• Vögele Commercial 4%</li> <li>• Hamm 18.2%</li> <li>• Kleemann Crushers Tracked 26.4%</li> <li>• Kleemann Screens Tracked 15.6%</li> </ul>	*

14	What is your Canadian market share for the solutions that you are proposing?	<ul style="list-style-type: none"> <li>• Mills 83.3%</li> <li>• Stabilizers 0%</li> <li>• Vögele 100%</li> <li>• Vögele Commercial 33.3%</li> <li>• Hamm 12.6%</li> <li>• Kleemann Crushers Tracked 10%</li> <li>• Kleemann Screens Tracked 6.3%</li> </ul>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No bankruptcy proceedings have taken place.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>At Wirtgen America, the Director Inside Sales Operations, a contract administrator, 20 District Sales Managers will support the needs of our Sourcewell contract. These individuals are employees of Wirtgen America. The Director Inside Sales Operations and the District Sales Managers promote this contract to the dealers and customers, provide guidance on using the contract and partner with dealers to provide customer solutions as necessary. We offer our world-renowned service at more than 250 locations, operated by our 34 dealer groups with locations in every state and province all over the United States and Canada. The dealers are employees of third party independently owned businesses. The District Sales Managers work with the dealers to ensure prompt delivery and customer service satisfaction. The dealer handles equipment servicing after the sale. The dealers receive factory-built machines, install, handle customer requested services (extended warranty, trade-ins...), process pre-delivery inspection, handle local deliveries and provide requested service as needed.</p> <p>We utilize our parent company John Deere to assist with training.</p> <p>We have transitioned to primarily a dealer-direct sales approach since our last contract. We reserve the right to sell direct from our office in Antioch, TN if/when needed.</p> <p>Dealer Search North America   WIRTGEN GROUP (<a href="http://www.wirtgen-group.com">www.wirtgen-group.com</a>)</p>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Wirtgen America maintains all licenses and certifications necessary to conduct its business around the world. This is supported by our Supply Management, Engineering Safety, Accounting, Human Resources, and Tax and Legal Departments. Wirtgen America self-audits and has regular outside audits performed by Deloitte & Touche for compliance with all required licenses, certifications and regulations.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or disbarments to note.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Wirtgen America falls under John Deere's industries awards and recognition. John Deere has received numerous levels of recognition and awards worldwide for quality production standards, environmental responsibility, ethics, diversity, safety and corporate citizenship. A link to the current listing follows. <a href="https://www.deere.com/en/our-company/citizenship-and-sustainability/">https://www.deere.com/en/our-company/citizenship-and-sustainability/</a>
20	What percentage of your sales are to the governmental sector in the past three years	Customer specifics are not shared publicly. By nature of the products being offered, government agencies take on construction and roadway paving projects more often than most public or private schools. The lion's share of sales is to government agencies. Nonetheless, there are educational customers that make good use of the cooperative contract as well.
21	What percentage of your sales are to the education sector in the past three years	Customer specifics are not shared publicly. By nature of the products being offered, government agencies take on construction and roadway paving projects more often than most public or private schools. The lion's share of sales is to government agencies. Nonetheless, there are educational customers that make good use of the cooperative contract as well.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	State of Oklahoma – OMES Central Purchasing, BuyBoard, TXSmart, PennDOT. Sales figures are not publicly shared. Our other cooperatives will not impede Wirtgen America's ability to participate in the Sourcewell program.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Customer information is not shared publicly. Our sales growth over the course of previous contracts serves as testament to our commitment of growing the contract and our customers appreciation of same.	/	/
/	/	/
/	/	/

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
/	Government	Alabama - AL	Customer information is not shared publicly. Our sales growth over the course of previous contracts serves as testament to our commitment of growing the contract and our customers appreciation of same.	/	/
/	Government	Alabama - AL	/	/	/
/	Government	Alabama - AL	/	/	/
/	Government	Alabama - AL	/	/	/
/	Government	Alabama - AL	/	/	/

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Wirtgen America is located in Antioch, TN and our sales team consists of approx. 80 direct employees like Vice Presidents, District Sales Managers, Technical Sales Managers, Product Specialists, etc. The Director Inside Sales and the District Sales Managers work with the dealers to ensure prompt delivery and customer service satisfaction.
27	Dealer network or other distribution methods.	Wirtgen America has 34 dealers at more than 250 locations located all over the United States and Canada. We have locations in every state and province: Dealer Search North America   WIRTGEN GROUP ( <a href="http://www.wirtgen-group.com">www.wirtgen-group.com</a> ) The dealers sell our factory-built machines directly to the Sourcewell members.
28	Service force.	The dealers handle equipment servicing after the sale. The dealers receive factory-built machines, install, handle customer requested services (extended warranty, trade-ins...), process pre-delivery inspection, handle local deliveries and provide requested service as needed. In addition, the dealers are supported by the Wirtgen America service team consisting of approximately 120 direct employees like Field Service Engineers, Parts Specialist, Warranty Specialists, Service Trainers, etc.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Wirtgen America authorizes the US and Canadian dealers to sell directly to the Sourcewell members.</p> <p>Sourcewell members will contact their local dealer for assistance with machine and option selection.</p> <p>Dealer Search North America   WIRTGEN GROUP (www.wirtgen-group.com) The local dealer will provide the contract quote (according to the awarded pricelists).</p> <p>Sourcewell members will submit their purchase orders to the authorized quoting party noted on their contract quote. The quote number and the Sourcewell contract number must be noted on the PO.</p> <p>Wirtgen America will ship the unit to the selling dealer. The local selling dealer will quote and arrange the freight move from dealer to customer. Setup, installs, inspection and final delivery are handled by the local dealer. Authorized seller will invoice Sourcewell member upon receipt of product delivery acceptance notice.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<ul style="list-style-type: none"> <li>• More than 250 certified Dealer locations throughout North America to provide close range support to the end user.</li> <li>• 24/7 OEM phone support through dedicated service and after-hours lines.</li> <li>• After hours service support has a second and third escalation tier to insure the customers/dealers are supported, this will escalate to the product manager if required</li> <li>• Wirtgen America Area Customer Support Managers as well as Area field service engineers located throughout North America to provide a closer relationship between the customer, dealer and Wirtgen America.</li> </ul>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>A professional, capable, well-trained, well-capitalized dealer network is one of Wirtgen America's competitive advantages. Our dealers, backed by Wirtgen America, provide local customer support, repairs, maintenance, and parts.</p> <p>Wirtgen America has authorized dealers in more than 250 locations located all over the United States and Canada. These dealers sign contracts to sell and service Wirtgen America's products in their assigned areas. Dealers must submit an annual business plan that contains their commitment to effectively selling and supporting all potential customers in their area, including but not limited to commercial accounts, national accounts, and state, county and local governmental agencies.</p> <p>Customers can count on Wirtgen America's dealers to support our products and customers.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	See reply to question 31 – this includes Canada	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All areas of the U.S. and Canada will be served.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>Governmental and educational agencies are eligible to receive the contemplated contract discounts on the products contemplated in this RFP. Non-profit entities will also be eligible, as long as they meet the following criteria:</p> <ul style="list-style-type: none"> <li>o Exempt from state and federal income taxes</li> <li>o Generally funded exclusively by contributions</li> <li>o Function to provide charitable, safety, educational, and other beneficial services to entire communities.</li> <li>o Social organizations such as golf course country clubs, hunting and fishing clubs do not qualify.</li> <li>o If a non-profit agency does not fit the profiles shown above, it then must specifically be recognized by the IRS as being a 501 (c), (3), (4), (10), or (13) organization.</li> </ul>	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Wirtgen America has assigned dealers in both Alaska and Hawaii. As is the case for the continental U.S. (CONUS), factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced for any applicable areas outside of the continental U.S. (OCONUS). Location specific factors related to moves by; ocean, barge, inland... will affect final delivery date.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We will issue the following information upon award:</p> <ul style="list-style-type: none"> <li>• Dealer Sales Bulletin - outline of award and points of contact</li> <li>• DealerPath Link - internal John Deere dealer website, which provides contract specifics i.e., eligible customers, ordering process, pricing, discounts...</li> </ul> <p>Upon award, the Wirtgen America Director Inside Sales Operations and the contract administrator will notify our District Sales Managers about the outline of award, points of contact, contract specifics i.e., eligible customers, ordering process, pricing, discounts. The District Sales Managers will inform their assigned dealers about it. In addition to this, all information will be available on our internal Wirtgen America website – the Wirtgen Group Portal. Our dealers have access to the Portal and can access this information anytime.</p> <p>Wirtgen America Director Inside Sales Operations and the contract administrator work with the District Sales Managers by participating in meetings and training events to educate them on the Sourcewell contract. We use these opportunities to generate an understanding of the contract benefits, solutions, and ease of use for eligible customers by promoting Sourcewell as an effective and efficient solution that satisfies the cumbersome, time consuming, and tedious bid process. We see the Sourcewell contract as a prime solution for these eligible customers</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Home   Wirtgen Group in North America (<a href="http://www.wirtgen-group.com">www.wirtgen-group.com</a>) provides detailed product information for the equipment offered. The public can review product features, specifications and accessories.</p> <p>We also use social media channels as Facebook, LinkedIn and Youtube to enhance our marketing effectiveness. We send direct mailers to contractors in our industry at least four times a year. It is designed to create community, as well as inform followers of training opportunities, equipment innovations and parts programs.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Wirtgen America's sales team works together with our dealer network to identify opportunities and promote sales</p> <p>Together we can engage in conference calls, webinars, dealer training, mailings to increase Sourcewell awareness, membership, and sales. District Managers and/or local dealers are available for Trade Show participation as may be applicable.</p> <p>The Wirtgen America Sales Administration Team work with the Wirtgen America District Sales representatives by participating in meetings and training events to educate the dealers and other Wirtgen America personnel on the contract. We use these opportunities to generate an understanding of the contract benefits and solutions for eligible customers. Additionally, the Wirtgen America team communicates the contract benefits to customers that have expressed interest in purchasing Wirtgen America products; promoting Sourcewell as an effective and efficient solution that satisfies the cumbersome, time consuming, and tedious bid process. We see the Sourcewell contract as a prime solution for these eligible customers.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Due to the customizable nature of the equipment, there are many possible configurations. Many build-code dependencies must be taken into consideration for a properly functioning machine to be built. For that reason, we feel it is best to contact the local dealer for machine configuration guidance prior to requesting a contract quote.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Training on equipment operation and safety is provided through the local dealer. At time of delivery, the dealer provides an introductory walk-around of the unit, explaining general operation and maintenance procedures - free of charge as part of the purchase. Additional product or specific system training is optional and quoted by the local dealer.</p> <p>The Center for Training and Technology (CTT), located on the grounds of the WIRTGEN AMERICA, Inc. North American Campus, is a world-class facility for educating Road and Minerals Technology professionals.</p> <p>Classes and curriculum are offered for both Dealers and end users including technical service, operations, sales and parts. The 38,000 sq. ft. state-of-the-art facility houses two lecture classrooms and two laboratories as well as a four-bay shop (dedicated exclusively to training) so hands-on training can take place regardless of the weather. The most recent expansion added seven additional classrooms and five technology rooms, representing our four brands and customer support.</p> <p>The CTT includes a 5-acre test track for equipment demonstrations and hands-on application training for the WIRTGEN GROUP products.</p> <p>The training fees at the CTT vary between our different kinds of classes and the duration.</p>	*
41	Describe any technological advances that your proposed products or services offer.	<p>WIRTGEN GROUP WITOS fleetview telematics solution – Safety and planning tool</p> <p>This system optimizes the fleet and service management of your WIRTGEN, HAMM and VÖGELE machines. System-based preprocessing, transmission, visualization and evaluation of machine and position data mean that your processes will become even more efficient.</p> <p>The WITOS FleetView service portfolio ranges from targeted monitoring of the operating status of the machines in day-to-day operating to supporting maintenance and diagnostic processes. This minimizes response times and downtimes and optimizes maintenance work.</p> <p>In addition, the WITOS FMI (Fleet Management Interface) allows you to import data from existing systems via a standardized server-2-server interface. The machines-specific SmartService inspection and maintenance agreement ideally complement the possibility of WITOS FleetView – such as qualified maintenance, services aimed at minimizing downtimes and targeted documentation of the measures implemented. This makes it possible to optimize costs and ensure the long-term value retention of your machines.</p>	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Safeguarding the environment is nothing new to Wirtgen America. We know that responsible resource management is vital not just to our company and our employees, but also to our customers, our neighbors, and our world. Wirtgen America wholly owned by John Deere fall under their rigorous standards for green initiatives as noted below:</p> <ul style="list-style-type: none"> <li>• Our Enterprise Eco-Efficiency Goals - As part of our commitment to being good stewards of the environment, we have developed a set of goals regarding four key areas: Energy, Water, Waste, and Product Lifecycle.</li> <li>• Our Operations and The Environment - Our operating processes reflect a strong commitment to protecting the world around us. We're constantly on the lookout for energy- and water-efficient systems, systems that sustain air and water quality, systems that eliminate or reduce waste. And when investing in new products, approaches, or technologies, we give preference to those that have the most favorable environmental impact.</li> <li>• Our Products and The Environment - John Deere products are designed for efficiency and productivity. And by truly understanding our customers' needs while incorporating innovative technology, we're able to offer machines that are not only more productive and more efficient, but also demonstrate a deep respect for the environment</li> </ul>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	See attached certificate for ISO 14001 for Wirtgen America's Hamm products.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	John Deere is committed to Supplier Diversity. Each year we submit to GSA a commercial plan that outlines our commitment to use WMBE's, SBE's, and other MBE's suppliers in support of our business.	*



45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Wirtgen America has a very strong presence as a heavy construction equipment provider. Wirtgen America is also the world's leading manufacturer of roadway paving equipment. As being wholly owned by John Deere, we have access to John Deere Financial, one of the largest equipment finance companies.	*
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### Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Warranty for Wirtgen, Vogeles, Hamm is one year or 1000 hours whichever comes first, and Kleemann is one year or 2000 hours whichever comes first (see attached Warranty Statements). Reasonable labor and travel are covered when repair is made thru an authorized dealer.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Wear items are not covered - see attached Warranty Statement	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Reasonable travel time covered – no mileage by an authorized dealer.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Dealers are assigned for complete coverage of the entire U.S. and Canada.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty will cover original OEM parts. Engines are covered by the engine manufacturer - see attached Warranty Statement	*
51	What are your proposed exchange and return programs and policies?	<p>Our RGA process with our dealers is outlined below:            Defective parts may be returned to Wirtgen America only after approval and obtaining a Return Goods Authorization (RGA). Dealers are required to hold all defective warranty parts for 120 days from the date credit is given or the claim is denied.</p> <p>There is no mandatory parts return list; any part may be recalled for inspection. However, hydraulic parts, motors, pumps, gear boxes, planetary, track rollers, controllers, electronic consoles, CGC displays, milling depth regulators, tracers, sonic sensors, etc. must always be returned to Wirtgen America.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>• Do not return parts COD. Parts shipped COD will be refused.</li> <li>• Freight costs are not covered under warranty.</li> <li>• A RGA is required for the return of any parts.</li> </ul>	*
52	Describe any service contract options for the items included in your proposal.	No service contracts are made part of this RFP response or resultant award. Local dealers are allowed to quote service contracts and extended warranties at time of machine quote for buying agency's consideration.	*

### Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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53	Describe any performance standards or guarantees that apply to your services	<p>Wirtgen America is the holder of the referenced Contract. Pursuant to the Contract Terms and Conditions, a documented relationship exists between Wirtgen America and its dealer network thereby permitting Dealer to quote, accept purchase orders, order, deliver, and invoice the Sourcewell customer provided dealer agrees to the following:</p> <p>Compliance:</p> <ol style="list-style-type: none"> <li>1. Dealer agrees to cooperate with Wirtgen America to comply with all Contract sales and administration requirements. Contract # 081221 Terms and Conditions are hereby incorporated in their entirety.</li> <li>2. Dealer bears all contractual responsibility associated with equipment and parts sales to the Sourcewell member, including post sale warranty and service obligations, in accordance with the Contract. Post-sale warranty support includes standard factory warranty as well as any dealer provided extended warranty, same as for a commercial sale.</li> <li>3. Dealer hereby agrees to comply with the Certificate of Insurance ("COI") requirement as defined under the Contract and will produce a copy of the certificate if requested by Wirtgen America.</li> <li>4. Certain states may adopt Sourcewell by way of a Participating Addendum. In those instances, there may be additional local contract stipulations that must be adhered to in addition to the national contract. Dealer agrees to review state specific requirements, as may be applicable, and abide by same.</li> </ol> <p>Quoting:</p> <ol style="list-style-type: none"> <li>1. Quote training and contract questions should be directed to the Contract Administrator.</li> <li>2. The Contract is not a fixed price contract, quotes are to stipulate 30-day validity to allow for re-quoting. Contract orders shall be processed by dealer at the then current factory pricing. In other words, Wirtgen America will not "price protect" a sale if Sourcewell or customer does not accept a price increase. Thus, the dealership, and not Wirtgen America, will be liable for any resulting price differences.</li> <li>3. Prices for dealer provided non-contract goods and services, which serve to complete the machine sale, shall be no greater than permitted under the Contract, including without limitation (and as applicable), factory freight, PDI, set-up, local delivery, taxes etc.</li> <li>4. If/when customer requests contract pricing verification, dealer agrees to provide itemized quotes that include List prices for base and factory build codes and the contract discount utilized.</li> <li>5. Wirtgen America reserves the right to audit dealer's contract sales records for compliance and training.</li> </ol>
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54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Wirtgen America is the holder of the referenced Contract. Pursuant to the Contract Terms and Conditions, a documented relationship exists between Wirtgen America and its dealer network thereby permitting Dealer to quote, accept purchase orders, order, deliver, and invoice the Sourcewell customer provided dealer agrees to the following:</p> <p>Compliance:</p> <ol style="list-style-type: none"> <li>1. Dealer agrees to cooperate with Wirtgen America to comply with all Contract sales and administration requirements. Contract # 081221 Terms and Conditions are hereby incorporated in their entirety.</li> <li>2. Dealer bears all contractual responsibility associated with equipment and parts sales to the Sourcewell member, including post sale warranty and service obligations, in accordance with the Contract. Post-sale warranty support includes standard factory warranty as well as any dealer provided extended warranty, same as for a commercial sale.</li> <li>3. Dealer hereby agrees to comply with the Certificate of Insurance (“COI”) requirement as defined under the Contract and will produce a copy of the certificate if requested by Wirtgen America.</li> <li>4. Certain states may adopt Sourcewell by way of a Participating Addendum. In those instances, there may be additional local contract stipulations that must be adhered to in addition to the national contract. Dealer agrees to review state specific requirements, as may be applicable, and abide by same.</li> </ol> <p>Quoting:</p> <ol style="list-style-type: none"> <li>1. Quote training and contract questions should be directed to the Contract Administrator.</li> <li>2. The Contract is not a fixed price contract, quotes are to stipulate 30-day validity to allow for re-quoting. Contract orders shall be processed by dealer at the then current factory pricing. In other words, Wirtgen America will not “price protect” a sale if Sourcewell or customer does not accept a price increase. Thus, the dealership, and not Wirtgen America, will be liable for any resulting price differences.</li> <li>3. Prices for dealer provided non-contract goods and services, which serve to complete the machine sale, shall be no greater than permitted under the Contract, including without limitation (and as applicable), factory freight, PDI, set-up, local delivery, taxes etc.</li> <li>4. If/when customer requests contract pricing verification, dealer agrees to provide itemized quotes that include List prices for base and factory build codes and the contract discount utilized.</li> <li>5. Wirtgen America reserves the right to audit dealer’s contract sales records for compliance and training</li> </ol>
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**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Wirtgen America’s only option for payment terms is Net 30 Days.
56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Wirtgen America wholly owned by John Deere has access to John Deere Financial. They offer leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval.</p> <p>John Deere Financial also offers other leasing and financing options for governmental, educational, and non-profit entities, subject to approval.</p> <p>All leasing and financing options are handled through the local dealer and John Deere Financial. The lease/finance provider funds the contract sales invoice within 30 days.</p>
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>See examples attached: WGS Quotation Sales order to the customer with terms and conditions Invoice to the customer Statement of Warranty Start-up Registration/Machine inspection form</p>
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Wirtgen America does not accept P-card procurement.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	As in previous contracts, we will use a discount off current List price for each product model. Complete commercial price pages as well as a discount matrix are included with our bid response.
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Wirtgen - 18% Discount Hamm - 20% Discount Kleemann - 15% Discount Vogele - 18% Discount
61	Describe any quantity or volume discounts or rebate programs that you offer.	5-7 machines receive 3% additional discount 8-14 machines receive 4% additional discount 15-30 machines receive 5% additional discount
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Wirtgen America can certainly offer "Sourced Goods". "Sourced Goods" are also referred to by Wirtgen America as non-contract items, allied items, referral attachments, dealer provided goods/services... We define non-contract as Wirtgen America non-factory items, such as Field Kits and Parts for dealer installation that appear in the price pages. Allied equipment is defined as other OEM equipment (ex. Betek teeth). Dealer provided goods/services are items such as; Attachments, Parts, Setup, Installs, Inspection, Preventative Maintenance services, Extended Warranty... Non-contract, allied, and dealer provided goods/services would be sold as sourced goods and the price of the item or service is quoted by the Wirtgen America dealer. Sourced goods will appear on the quote along with the contract item and would be listed as "Dealer provide..."
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Dealer provided goods and services: Customer requested non-factory goods/services will be quoted by dealer. Set-up and installation fees: Dealer applied charges that cover their costs for installing and ensuring the proper operation of sourced goods and field attachments. The set-up and installation fees are quoted by the dealer. Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity. Taxes: Local taxes, if applicable, will be assessed.
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All shipments in the continental U.S. (CONUS) region will be FOB Destination, Pre-Paid and Added. Factory to dealer freight will be quoted. Local delivery by dealer to customer location will also be quoted. Prospective buying agency must supply the full address for the end-user's delivery location at time of quote request. Should buying agency choose not to use their nearest equipment dealer, the preferred dealer needs to be clearly stated on the Purchase Order accordingly. All equipment dealers have a defined coverage area and are not selectable by the customer. Wirtgen America will make every effort to deliver ordered items in as timely a fashion as possible. Actual delivery cannot be defined ahead of time as warehouse dates are assigned based on number of orders placed on the factory, logistics assignment, transit time to local dealer, installs/setup/inspection by local dealer and final delivery to end user. In most cases, goods are delivered within 90 days, but there may be exceptions from time to time.

65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As is the case for the continental U.S., factory to dealer freight well as local delivery by dealer to end-user will be quoted and invoiced. Location specific constraints related to moves by; ocean, barge, inland... may affect final delivery time.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None noted that vary from what has previously been described. Should a request come in that requires further consideration, we will be happy to review for applicability.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We are utilizing Sourcewell as our primary tool for municipal purchasing

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	For sales that are processed through our office, the quote and purchase order are reviewed by the contract administrator for accuracy. If the purchase order needs to be modified, the change request is submitted prior to commencing the factory ordering process. Monthly spot checks are performed by our accounting department to ensure the department is compliant with published pricing and contract discounts. Additionally, the accuracy of the contract sales reporting and administrative fee paying are also audited. For sales that are processed through the dealer network, the quote and purchase order are reviewed by the selling dealer. Dealers acquire the machines at a discount when selling through this contract. At this time pricing is verified against contract. On a quarterly basis, Wirtgen America receives a dealer settlement report from which the dealer sales are retrieved and added to the in-house sales noted above. Together, the full report is reviewed, approved and processed for sales reporting to Sourcewell and for payment of admin fees.
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The quarterly sales report will be reviewed by our top management. We are keeping a list of requested quotes to review closure rate. We will follow up on all lost sales to see where we were deficient. We also want to plan a quarterly performance review with Sourcewell Account Managers.
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose a 1% admin fee applicable only to the equipment's contract selling price (List price of equipment on contract reduced by the contract discount percentage). The incidental, non-factory items and dealer provided goods and services (all items not priced/discounted by contract), will be excluded from the calculation. This process has proven functional in the past to accurately report sales activity stemming from dealers across the nation and for paying admin fees in a timely fashion.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	WIRTGEN is the market leader in milling machines and recyclers for road construction, as well as the quality and technology leader in slipform pavers and surface miners.  WIRTGEN cold milling machines efficiently strip and remove damaged paving. The possible applications range from excavation of complete road structures through partial repairs to milling out trenches.

WIRTGEN cold recyclers remove the existing road paving by milling and mix b such as foamed bitumen into the granulated paving. When stabilizing soil, the recyclers mix binders such as lime or cement into moist soils, to increase their load-bearing capacity.

WIRTGEN slipform pavers pave high-volume carriageways and other traffic areas as well as concrete monolithic profiles in one continuous process. VÖGELE offers a complete range of pavers, paving screeds and feeders and is the world market leader and pacesetter in the industry.

VÖGELE pavers of the SUPER series boast practically-oriented machine dimensions, large paving widths, high compaction performances and an outstanding mobility. Altogether, this makes for a high economic efficiency and reliability.

HAMM is the roller specialist and the No. 1 in asphalt compaction. The compactor's job is to produce a high load-bearing capacity. Compactors from HAMM achieve this through maximum productivity and quality, combined with low consumption and comfortable operation. The large range includes machines from 5 to 25 t with smooth, padfoot and VC crusher drums.

The articulated tandem rollers of our HD COMPACTLINE SERIES are perfectly adapted to applications on smaller road construction and landscaping sites. These highly manoeuvrable machines permit economical compaction even on very cramped sites.

The articulated tandem rollers of our HD+ SERIES are perfectly designed for road construction and for the paving of large asphalt surfaces. The convince with high compaction quality and excellent visibility. The new operating concept Easy Drive stands for intuitive operation and an ergonomically optimized workplace.

Rubber-wheeled rollers of the HP SERIES are used to compact asphalt pavements. They convince due to their high compaction quality and the flexible ballast design. The comfortable operator platform, compact dimensions and sight channels in the asymmetric frame offer drivers improved comfort and visibility.

Compactors of the H COMPACTLINE SERIES are allrounders for earthwork applications. Their convincing arguments are easy operations, powerful gradeability and compact dimensions.

Compactors of the H SERIES for earthwork applications are characterized by top performance, perfect visibility and powerful gradeability. The new operating concept Easy Drive stands for intuitive operation and an ergonomically optimized workplace. These compactors are equipped with the latest exhaust technology.

KLEEMANN The crushing plants in the MOBICAT series are used for pre-crushing of almost all natural stone and for recycling. The output of the MOBICAT crushing plants, however, is not determined by the jaw crusher alone, but rather the optimised interaction all components plays a decisive role. The focus is also increasingly on cost and environmental consciousness, availability of the plants, versatility and quality of the final product.

KLEEMANN The mobile MOBICONE cone crushers are used in medium-hard to hard and abrasive natural stone as well as for raw material preparation in mining applications. The cone crushers delivery top quality cubic final grain sizes in the 2nd and 3rd crushing stage. The MOBICONE plants are available in different sizes and for various applications. The cone crushers are particularly suitable for linking with primary crushers and screening plants.

KLEEMANN The mobile MOBIREX impact crushers are used in soft to medium-hard natural stone and in recycling. The performance of the plants is impressive – not just in terms of pure volume reduction. The focus today is on cost and environmental awareness, availability, versatility and, above all, the quality of the end-product to be achieved. The MOBIREX plants crush stone so efficiently that the grain shape, grain size distribution and cleanness comply with the strict standards for concrete and asphalt aggregates.

KLEEMANN The MOBISCREEN mobile screening plants are used for screening almost all natural stone and in recycling. The classifying and scalping screens are available with two or three decks, with hydraulic or diesel-electric drives. The areas of application of the MOBISCREEN plants are multifaceted. A large number of suitable screen surfaces are available for achieving the different final grain sizes and for different feed material.

<p>72</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Small Milling machines                  Models: W35XRi, W50 Ri, W60 Ri, W100 Ri, W120Ri                  Compact Milling machines:                  Models: W100 Fi, W120 Fi, W120FTi, W130 Fi, W150 XFi                  Large Milling machines:                  Models: W200 Hi, W210Fi, W220Fi, W250Fi                  Cold Recyclers and Soil Stabilizers:                  Models: WR200 Xi, WR240i, WR250i                  Tractor towed Soil Stabilizers:                  Models: WS220, WS250                  Slipform Pavers                  Models: SP15i, SP25i                  Binding Agent Spreader                  Models: SW 16TC, SW 20MC</p> <p>VÖGELE - SUPER Series                  Mini class                  Models: SUPER 700-3i                  Compact class                  Models: SUPER 1300-3i                  Universal class                  Models: SUPER 1700-3i, SUPER 1703-3i                  Highway class                  Models: SUPER 2000-3i, SUPER 2003-3i</p> <p>HAMM                  Articulated tandem rollers of the HD CompactLine Series                  Models: HD 8, HD 10C, HD 10, HD12, HD13, HD14                  Articulated tandem rollers of the HD+ Series                  Models: HD+ 70i, HD+ 80i, HD+ 90i, HD+ 110i, HD+ 120i, HD+ 140i                  Articulated tandem rollers of the DV+ Series                  Models: DV+ 70i, DV+ 90i                  Rubber-wheeled rollers of the HP Series                  Models: HP 180i, HP 280i                  Compactors of the H CompactLine Series                  Models: H5i, H7i                  Compactors of the H Series                  Models: H10i, H12i, H13i, H16i, H18i, H20i, H25i                  Trench Roller                  Model: HTC15</p> <p>KLEEMANN                  Mobile jaw crushers                  Models :MOBICAT MC 100i EVO, MOBICAT MC 110i EVO2,                  MOBICAT MC 120i PRO                  Mobile cone crushers                  Models: MOBICONE MCO 110i PRO, MOBICONE MCO 90i</p> <p>EVO2,                  Mobile impact crushers:                  Models: MOBIREX MR 110i EVO2, MOBIREX MR 122 Zi,                  MOBIREX MR 130i EVO2                  Mobile screening plants                  Models: MOBISCREEN MSS 802i EVO, MOBISCREEN MS</p> <p>13 Z                  MOBISCREEN MS 15 Z, MOBISCREEN MS</p> <p>702i EVO,                  MOBISCREEN MS 703i EVO, MOBISCREEN</p> <p>MS 952i EVO,                  MOBISCREEN MS 953i EVO, MOBISCREEN</p> <p>MS 21 Z</p>
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**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
73	Asphalt pavers, screeds, distributors, and loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	
74	Steel-wheeled and pneumatic tire rollers	<input checked="" type="radio"/> Yes <input type="radio"/> No	
75	Wideners, tack distributors, cold planers, and compactors	<input checked="" type="radio"/> Yes <input type="radio"/> No	
76	Concrete mixers, and gunite or shotcrete delivery equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	
77	Other	<input checked="" type="radio"/> Yes <input type="radio"/> No	Milling machines, Cold Recyclers and Soil Stabilizers, Slipform Pavers, Binding Agent Spreaders

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 78. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**Documents**

**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - 2022-2023 Price File for U.S\_Wirtgen America.zip - Wednesday June 01, 2022 15:36:09
  - [Financial Strength and Stability](#) - 2021 Annual Report - Table 2 - Question 12.zip - Wednesday June 01, 2022 12:16:20
  - Marketing Plan/Samples (optional)
  - [WMBE/MBE/SBE or Related Certificates](#) - Certificate ISO 14001 - Table 8 - Question 43.zip - Wednesday June 01, 2022 12:16:38
  - [Warranty Information](#) - Warranty Handbooks- Table9A - Question 46,47,50.zip - Wednesday June 01, 2022 12:16:54
  - [Standard Transaction Document Samples](#) - Standard Transaction Documents - Table 10 - Question 57.zip - Wednesday June 01, 2022 12:17:16
  - Upload Additional Document (optional)



## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Melanie Braband, Contract Administrator, Wirtgen America, Incorporated

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_4_Roadway_Paving_Eqpt_RFP_060122</b> Tue May 24 2022 04:31 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Roadway_Paving_Eqpt_RFP_060122</b> Thu May 19 2022 09:01 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Roadway_Paving_Eqpt_RFP_060122</b> Fri April 29 2022 04:09 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Roadway_Paving_Eqpt_RFP_060122</b> Fri April 15 2022 03:54 PM	<input checked="" type="checkbox"/>	1





Commission Meeting Date: November 6, 2024  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Professional Services Agreement: 4<sup>th</sup> Ave North Street Reconstruction, OF 1826.0

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Christoff Gaub, Public Works Director

**Action Requested:** Consider and approve Professional Services Agreement

**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (approve/not approve) a Professional Services Agreement in the amount \$176,870.00 to Woith Engineering Inc., for the 4<sup>th</sup> Ave North Street Reconstruction project, and authorize the City Manager to execute the agreement documents."

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

**Staff Recommendation:** Approve Professional Services Agreement.

**Summary:**

The City proposes to retain Woith Engineering Inc. to conduct a topographic survey, complete project design, assist with bidding and construction administration, and perform construction staking for the full street reconstruction of five city blocks along 4<sup>th</sup> Ave North from 9<sup>th</sup> Street North to 14<sup>th</sup> Street North.

**Background:**

A full street reconstruction of these five city blocks is necessary due to the extensive deterioration of the road. The existing curb is non-functional in many places due to decades of deterioration and the accumulation of mill and overlays that have been done over the years to extend the life of this road. The existing paved surface has an Overall Condition Index (OCI) rating of 8.8 out of 100, which indicates it is in very poor condition. The OCI provides a snapshot of the health of a street asset. The OCI is measured on a scale of 0 to 100 (where 100 means a newly constructed street), and is based on factors including ride, distress, drainage, surface friction, and geometrics. Additionally, the storm inlets and corner handicap ramps need to be replaced as they do not meet City standards and/or American with Disabilities Act (ADA) standards and are in poor condition.

Significant Impacts:

The project is proposed to be designed by Woith Engineering over the winter with construction scheduled

for summer 2025. Construction of the project is expected to take approximately 3 months. The project will require closing all five city blocks of 4<sup>th</sup> Ave North while the roadway is being reconstructed. Residents will still be able to access their properties through the alleys and side streets.

**Workload Impacts:**

City staff will provide project management, full-time construction inspection, and post construction services.

**Project Work Scope:**

The Consultant's Professional Service Agreement will include the following tasks:

- Site Survey
- Design Development
- Construction Documents (Plans, Specs, etc.)
- Construction Administration
- Construction Staking

**Conclusion:**

The project has been selected, prioritized, and executed in accordance with the Public Works Capital Improvement Plan. City staff recommends approving the Agreement with Woith Engineering in the amount of \$176,870.00 to provide engineering services for the project.

**Fiscal Impact:**

Street Funds and Storm Drain Enterprise Funds have been programmed and budgeted for this project.

**Alternatives:**

The City Commission could vote to deny the Professional Services Agreement and request Staff look for another Consultant to perform the service, or cancel the project. This may result in increased engineering fees and may delay the project into the 2026 construction season.

**Attachments/Exhibits:**

Professional Services Agreement, Exhibit A  
Project Summary Sheet

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as “City,” and **WOITH ENGINEERING, INC.**, 3<sup>rd</sup> Street NW Suite 206, Great Falls, MT, 59404, hereinafter referred to as “Consultant.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose:** City agrees to hire Consultant as an independent contractor to perform for City services described in the Scope of Services attached hereto as Exhibit “A” and by this reference made a part hereof.

2. **Term of Agreement:** This Agreement is effective upon the date of its execution. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party.

3. **Scope of Work:** Consultant will perform the work and provide the services in accordance with the requirements of the Scope of Services.

4. **Payment:** City agrees to pay Consultant at the hourly rate(s) set forth in the Scope of Services, for a total not to exceed amount of ONE HUNDRED SEVENTY SIX EIGHT HUNDRED SEVENTY DOLLARS (\$176,870.00) for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

5. **Independent Contractor Status:** The parties agree that Consultant is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Consultant is not subject to the terms and provisions of the City’s personnel policies handbook and may not be considered a City employee for workers’ compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

Consultant shall comply with the applicable requirements of the Workers’ Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Consultant shall maintain workers’ compensation coverage for all members and employees of Consultant’s business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: (1) a binder for workers’ compensation coverage by an insurer licensed and authorized to provide workers’ compensation insurance in the State of Montana; or (2) proof of exemption from workers’ compensation granted by law for independent contractors.

**6. Indemnification:** To the fullest extent permitted by law, Consultant shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Consultant’s negligence and/or errors or omissions in the performance of this Agreement and Consultant’s work on the Project contemplated herein or work of any subcontractor or supplier to Consultant. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the City which would otherwise exist. Consultant’s indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City. Consultant also waives any and all claims and recourse against the City or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except responsibility for its own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent, according to 28-2-702, MCA. These obligations shall survive termination of this Agreement and the services performed hereunder.

**7. Insurance:** Consultant shall purchase and maintain insurance coverage as set forth below. The insurance policy, except Workers’ Compensation and Professional Liability, must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured or contain a blanket additional insured endorsement and be written on a “primary—noncontributory basis.” Consultant will provide the City with applicable additional insured endorsement documentation. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of “A.M. Best Rating” of A-, VI, as will protect the Consultant, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of Consultant’s warranties. All insurance policies, except Workers’ Compensation, must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Consultant, City, and all other additional insureds to whom a certificate of insurance has been issued. All insurance documentation shall be in a form acceptable to the City.

**\* Insurance Coverage at least in the following amounts is required:**

1.	Commercial General Liability (bodily injury and property damage)	\$1,000,000 per occurrence \$2,000,000 aggregate
2.	Products and Completed Operations	\$2,000,000
3.	Automobile Liability	\$1,000,000 combined single limit
4.	Workers’ Compensation	Not less than statutory limits
5.	Employers’ Liability	\$1,000,000

- 6. Professional Liability (E&O) \$1,000,000 per claim  
(only if applicable) \$2,000,000 aggregate

Consultant may provide applicable excess or umbrella coverage to supplement Consultant's existing insurance coverage, if Consultant's existing policy limits do not satisfy the coverage requirements as set forth above.

**\* If a request is made to waive certain insurance requirements, insert the insurance item # and corresponding description from the list above:** .

**Legal reviewer initials:**  **Approved**  **Denied**

**8. Professional Service:** Consultant agrees that all services and work performed hereunder will be accomplished in a professional manner consistent with the professional standard of practice under similar circumstance and in the same location.

**9. Compliance with Laws:** Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. As applicable, Consultant agrees to purchase a City safety inspection certificate or special business license.

**10. Nondiscrimination:** Consultant agrees that all hiring by Consultant of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law.

**11. Default and Termination:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

**12. Modification and Assignability:** This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Consultant may not subcontract or assign Consultant's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

13. **Ownership and Publication of Materials:** All reports, information, data, and other materials prepared by the Consultant pursuant to this Agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

14. **Liaison:** City's designated liaison with Consultant is **Matt Proud** and Consultant's designated liaison with City is **Robby Osowski**.


15. **Applicability:** This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

**IN WITNESS WHEREOF**, Consultant and City have caused this Agreement to be executed and intend to be legally bound thereby as of the date set forth below.

**CITY OF GREAT FALLS, MONTANA**

**WOITH ENGINEERING, INC.  
CONSULTANT**

**By:** \_\_\_\_\_  
**Print Name:**  
**Print Title:**  
**Date:**

**By:**  \_\_\_\_\_  
**Print Name:** Spencer Woith  
**Print Title:** President  
**Date:** 10/22/2024

ATTEST:

(Seal of the City)

\_\_\_\_\_  
Lisa Kunz, City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
David G. Dennis, City Attorney\*

\* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from

the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.



SCOPE OF SERVICES

1826.0 4TH AVE N STREET RECONSTRUCTION  
OCTOBER 18, 2024

TO: MATT PROUD – CITY OF GREAT FALLS ENGINEERING  
 FROM: ROBBY OSOWSKI – WOITH ENGINEERING  
 DATE: OCTOBER 18, 2024  
 PROJECT: 1826.0 4TH AVE N STREET RECONSTRUCTION

Dear Matt,

Woith Engineering is pleased to submit this Scope of Services to provide civil design and construction administration services for the City of Great Falls Project Number 1826.0 4<sup>th</sup> Avenue North Street Reconstruction. This Scope of Services outlines our understanding of the project, our proposed scope of work, and the estimated cost and time schedule for completion of the services.

## PROJECT DESCRIPTION

We understand your project includes the reconstruction of 4<sup>th</sup> Avenue North from 9<sup>th</sup> Street North to 14<sup>th</sup> Street North in Great Falls, Montana. This reconstruction is to include a new asphalt section, curb and gutter, ADA ramps, and storm drain inlet and lateral replacements. This project is scheduled to bid in March of 2025 with construction completed in Fall of 2025.

## SCOPE OF SERVICES

Woith Engineering proposes to approach the design and construction administration of this project in a phased approach. Our understanding of the tasks required and deliverables associated with each phase of the work is outlined below:

### 1. Survey, including:

- a. Completion of a boundary survey, providing precise measurement and electronic mapping of property lines in accordance with local land surveying standards.





- b. Complete of a topographic survey to comprehensively document the existing features and natural contours of the property, utilizing precision measurement techniques. The topographic survey shall include the identification and mapping of elevation points, vegetation, structures, water bodies, and other relevant topographic elements.
  - c. Deliverables: Completed survey in PDF format, with electronic (.dwg) format available upon request.
- 2. Schematic Design, including:**
- a. Attendance at weekly design team coordination meetings with the owner and appropriate representatives.
  - b. Collect and review existing record drawings.
  - c. Development of a schematic street and utility reconstruction plan that meets all municipal codes and project-specific criteria.
  - d. Provision of a preliminary Engineer's Estimate for the civil site work for project planning and budgeting purposes.
  - e. Deliverables: Schematic Design Plans, Engineer's Estimate
- 3. Design Development (50%), including:**
- a. Attendance at weekly design team coordination meetings.
  - b. Preliminary street grading design; to assist the project design team in coordination of street drainage, ADA ramps, and other pertinent details.
  - c. Development of utility plans; we will coordinate with the project design team, as well as the utility service providers, to develop a utility plan for the site. This includes storm drain inlet and lateral analysis along with dry utility coordination.



- d. Update to the Engineer's Estimate for the civil site and utility work for project budgeting purposes and to inform value engineering efforts.
  - e. Deliverables: Design Development Plans, Engineer's Estimate
- 4. Construction Documents (100%), including:**
- a. Attendance at weekly design team coordination meetings.
  - b. Finalize street grading design, including detailed design of ADA ramps. We will prepare grading plans in PDF format and will provide an electronic export of the final model upon request.
  - c. Development of utility plan and profile drawings for any storm drain inlet and lateral replacements.
  - d. Coordination of any replacements of transformers, meters, and similar dry utility appurtenances with the service provider.
  - e. Preparation of final civil construction details and specifications.
  - f. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). We will prepare a SWPPP in PDF format for use by the client and contractor but cannot serve as the SWPPP administrator onsite during construction.
  - g. Preparation of any forms requested by the regulatory agency for review of the civil and site aspects of the project permit applications.
  - h. Revisions as required by the regulatory agency during the project permit review and process.
  - i. Preparation of the final Engineer's Estimate for the civil site and utility work.



- j. **Deliverables:** Release for Construction Documents, Engineer's Estimate, (12) hard copies and electronic pdf of plans and specifications for bidding.

**5. Construction Administration, including:**

- a. Understanding that the City will monitor and inspect construction activities, Woith Engineering will attend any construction coordination meetings to address construction issues and questions.
- b. Preparation of addenda during the bidding phase, identifying and addressing any modifications, clarifications, or additional information required to ensure a comprehensive understanding of project requirements by prospective bidders. This includes the timely creation and issuance of addenda documents, detailing revisions to plans, specifications, or contract terms, as applicable.
- c. Attend a pre-bid, bid opening, and pre-construction conference. Recommend award of lowest qualified bidder.
- d. Review of product information submittals for civil bid items to ensure compliance with project specifications, quality standards, and regulatory requirements.
- e. Assist in answering requests for information (RFIs) during construction.
- f. Preparation of change orders, detailing modifications to the original contract, including scope changes, cost adjustments, and timeline extensions, as required during construction.
- g. Conduct a comprehensive inspection of the completed project as needed to ensure compliance with specifications and regulations.
- h. Create and manage a punch list detailing any outstanding issues or defects that need to be addressed before final acceptance.



**WOITH ENGINEERING, INC.  
ENGINEERS & SURVEYORS**

SCOPE OF SERVICES

1826.0 4TH AVE N STREET RECONSTRUCTION  
OCTOBER 18, 2024

- i. Update and finalize as-built drawings to reflect the actual construction conditions, including any deviations from the original plans that are provided to Woith Engineering by the City's inspectors. As-built drawings will be provided to the owner in mylar and electronic pdf format.
- j. Deliverables: Punchlist, Certificate of Final Acceptance, As-built Drawings

**6. Construction Staking, including:**

- a. Establish control for the contractor to use throughout construction. Verification of any control network issues for the contractor's use.
- b. Set one stake and one hub for the top back of curb at all changes in direction or elevation at a minimum of 25' intervals, including intersections and ADA ramps.
- c. Set one stake and one hub for the storm lateral and inlet replacements at intervals suitable for the contractor.
- d. Reset (3) street intersection monuments and file a corner recordation form with the Clerk and Recorder for the reestablished monumentation.

**7. Miscellaneous Work Items, including:**

- a. As deemed necessary by the City of Great Falls and Woith Engineering.



SCOPE OF SERVICES

1826.0 4TH AVE N STREET RECONSTRUCTION  
OCTOBER 18, 2024

**COST ESTIMATE**

We propose to approach this project in a phased approach, with total fees not to exceed **\$176,870**. We will not exceed these fees for the scope of work items presented above without prior written authorization.

Survey	\$19,370
Schematic Design	\$16,190
Design Development (50%)	\$51,670
Construction Documents (100%)	\$24,265
Construction Administration (Time and Materials Option Available)	\$26,125
Construction Staking	\$29,250
Miscellaneous Work Items	\$10,000
<b>Fee Total for Engineering Services</b>	<b>\$176,870</b>

**ASSUMPTIONS AND EXCLUSIONS**

We have made the following assumptions in the preparation of this proposal:

- a. All required easements and/or right-of-way are in place or will be negotiated by the owner.
- b. The existing storm sewer main in the corridor of 4<sup>th</sup> Avenue North will not be replaced, per conversations with Public Works
- c. A City of Great Falls Stormwater Report will not be needed for any storm drain inlet or lateral replacements.
- d. The City of Great Falls will be responsible for full-time site inspections and daily construction reports.
- e. The City of Great Falls will provide Woith Engineer redline asbuilts of the construction documents to be used for updating record drawings.
- f. Additional fees for insurance above and beyond our company’s policy have not been included.

Our fee excludes the following items:

- a. Application or review fees.





**WOITH ENGINEERING, INC.**  
**ENGINEERS & SURVEYORS**

SCOPE OF SERVICES

1826.0 4TH AVE N STREET RECONSTRUCTION  
 OCTOBER 18, 2024

- b. Onsite administration of Stormwater Pollution Prevention Plan.
- c. Geotechnical site investigations.
- d. Geotechnical engineering.
- e. Pavement design.
- f. Site lighting design.
- g. Structural design.
- h. Landscaping and irrigation system design.
- i. Design, permitting, and construction administration of water or sewer main extensions through the Montana Department of Environmental Quality.
- j. Design of offsite improvements related to traffic or utility impacts. We will provide a separate proposal for the design of any improvements required by the regulatory agency, if necessary.

## SCHEDULE

This proposal and fee will remain valid until December 18<sup>th</sup>, 2024. We will collaborate with you to coordinate the project schedule once we receive your confirmation and through the duration of the project. Thank you for the opportunity to submit this proposal; we look forward to working with you on this project. If you have any questions, please contact us at (406) 205-1761. Please review the Terms provided on the following page and return a signed copy of this proposal to us to indicate your Notice to Proceed.

Sincerely,

**Woith Engineering, Inc.**

Robby Osowski, P.E.  
 Staff Engineer

**PROJECT SUMMARY SHEET:**  
**4<sup>th</sup> Ave North Street Reconstruction, O.F. 1826.0**  
**FY 2025 Capital Improvement Plan**  
**Current as of: October 24, 2024**

**Description:** 4<sup>th</sup> Ave N from 9<sup>th</sup> St N and 14<sup>th</sup> St N. Full street reconstruction including asphalt, curbs, and handicap ramps. Also, storm drain inlets and storm laterals to be replaced.

**Justification:** Project to provide a more durable surface for traffic; improve safety for pedestrians and bicyclists; and update storm drainage infrastructure. OCI score of 8.8 out of 10.

**Scope:** Project includes replacement of the existing road section including asphalt pavement; installation of new curb and gutter for the entire length of the project; replacement of all handicap ramps at 10<sup>th</sup> St., 11<sup>th</sup> St., and 12<sup>th</sup> St.; and replacement of all storm drain inlets within the project limits.

Project locations include: 4<sup>th</sup> Avenue North from 9<sup>th</sup> Street to 14<sup>th</sup> Street (5 blocks)

**Added to CIP:** FY2023

**CIP Timeline:** Currently hiring Woith Engineering as design consultant. Construction scheduled for summer 2025.

**Cost:**

- CIP programmed \$2,350,000/FY25
- Current Working Estimate: \$1,900,000
- Design Costs: \$176,870 (Woith Engineering)
- Construction - Current Working Estimate: \$1.4 million (street), \$300,000 (storm)
- Awarded Construction Cost: TBD
- Final Construction Cost: TBD

**Funding Source(s):** Street Fund (\$1.6 million), Storm Enterprise Fund (\$300,000)

**Planned Execution Method:** Design-Bid-Build

**Planned Construction CY:** 2025

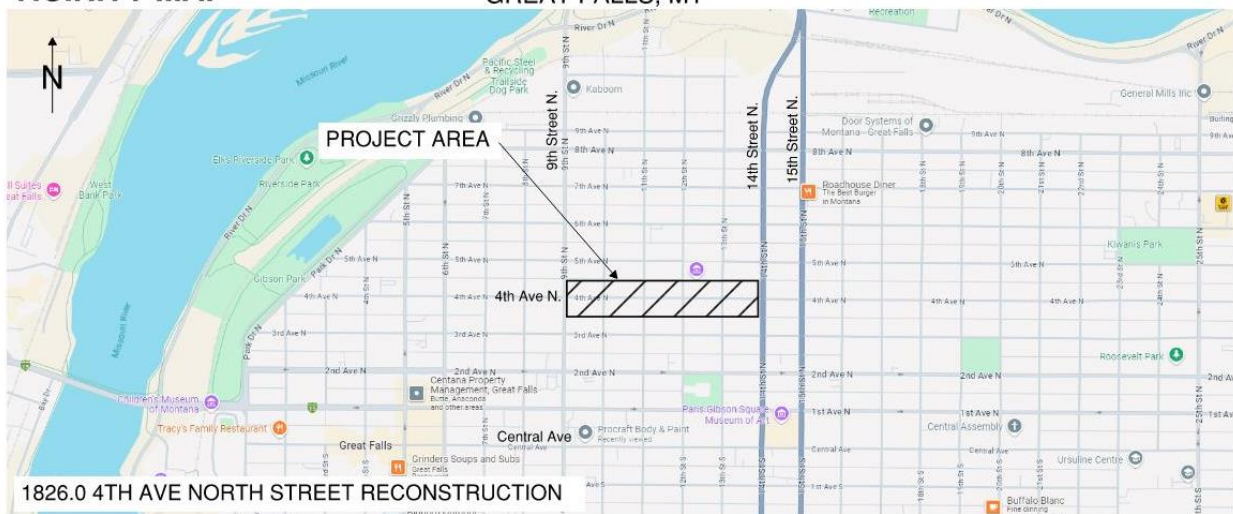
**Current Project Stage (Estimated Completion Date):** Planning (Summer 2024), Design (Fall 2024), Bid (March 2025), Commission Decision (TBD), Construction (To be Completed October 2025), Punch List Completed (TBD), Warranty (TBD)

- Design Method: Consultant

**Map & Site Pictures:**

**VICINITY MAP**

**GREAT FALLS, MT**





**PROJECT SUMMARY SHEET:  
4<sup>th</sup> Ave North Street Reconstruction, O.F. 1826.0  
FY 2025 Capital Improvement Plan  
Current as of: October 24, 2024**



Existing damage to asphalt and curb along 4<sup>th</sup> Ave North including non-standard storm inlet. (Photos 10222024)



Existing damage to asphalt, curb, and handicap ramps along 4<sup>th</sup> Ave North. (Photos 10222024)



Commission Meeting Date: November 6, 2024  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Construction Contract: Hill 57 Pumpstation Improvements, OF 1056.1

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Christoff Gaub, Public Works Director

**Action Requested:** Consider Bids and Approve Contract

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) a construction contract in the amount of \$996,500.00 to MJD Contracting, for the Hill 57 Pumpstation Improvements.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

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**Staff Recommendation:** Approve construction contract award.

**Background:**

Hill 57 Pumpstation provides pressurized drinking water to citizens within the Hill 57 pressure zone. This pressure zone includes areas north of Riverview Drive. The pumpstation requires upgrading, to include its electrical system and existing pumps, as well as installing variable frequency drives on all pumps, providing backup power via a dedicated generator, updating the instrumentation and control systems, and improving piping and valves.

Workload Impacts:

Design phase engineering plans and specifications were completed by Advanced Engineering and Environmental Services (AE2S) with assistance from City Engineering staff and the City Water Plant Division. AE2S will provide construction phase services, including inspection, project closeout, and instrumentation and control services. City Engineering staff will provide project management.

Project Work Scope:

Replacement and improvements associated with vertical turbine pump #2 and #3 at Hill 57 Pumpstation:

- Removal/replacement of vertical turbine pump #2 and #3
- Removal/replacement of designated process piping and valves
- Coatings for process piping
- Installation of flow meters and pressure switches



- Removal/replacement of designated electrical switchgear and variable frequency drives
- 250KW generator and automatic transfer switch
- Electrical conduit and wiring, and control system upgrades

**Evaluation and Selection Process:**

This project was advertised on September 29, October 6 and October 13, 2024 in the Great Falls Tribune. The project was also posted on the City website and the Great Falls Builder's Exchange. One bid was received on October 23, 2024. MJD Contracting submitted a bid of \$996,500.00 and executed all of the necessary bid documents. The bid is 17% higher than the City's government estimate; however, considering our current market climate this is a reasonable bid. Additionally, AE2S has coordinated with MJD Contracting's references and has reviewed the bid pricing in detail. Based on this analysis, AE2S recommends that the City award the construction contract to MJD Contracting.

**Conclusion:**

The project has been selected, prioritized, and executed in accordance with the Public Works Capital Improvement Plan. City staff recommends awarding the contract to MJD Contracting in the amount of \$996,500.00.

**Fiscal Impact:**

The project will utilize available funds from the City Water Treatment Fund. These funds were budgeted in accordance with the Public Works Capital Improvement Plan.

**Alternatives:**

The City Commission could vote to not award the construction contract and re-bid or cancel the project. This action would result in a higher risk of equipment failure in providing capacity and redundancy within the Hill 57 pressure zone.

**Attachments/Exhibits:**

1. Bid Tabulation
2. Project Summary Sheet

**OF 1056.1 - HILL 57 PUMPSTATION IMPROVEMENTS**  
**Base Bid for: General Construction**

**Engineers' Estimate**

**MJD Contracting**

Item	Description	Est	Quantitie	Unit	Unit Price	Total Price	Unit Price	Total Price	
101	Mobilization	1	LS	\$	45,000	\$	45,000	\$	40,000
102	Demolition/Removal	1	LS	\$	25,000	\$	25,000	\$	10,000
103	Vertical Turbine Pump	1	LS	\$	30,750	\$	30,750	\$	80,000
104	Process Piping and Valves	1	LS	\$	20,875	\$	20,875	\$	45,000
105	Process Painting	1	LS	\$	5,000	\$	5,000	\$	2,500
106	Electrical Gear & VFDs	1	LS	\$	232,500	\$	232,500	\$	300,000
107	Automatic Transfer Switch	1	LS	\$	27,750	\$	27,750	\$	55,000
108	175 kW Backup Power Generator	1	LS	\$	125,000	\$	125,000	\$	90,000
109	Instrumentation and Control	1	LS	\$	76,875	\$	76,875	\$	125,000
110	HVAC Equipment	1	LS	\$	11,250	\$	11,250	\$	11,000
111	Miscellaneous Work	125,000	Units	\$	1.00	\$	125,000	\$	125,000
<b>Total Bid</b>						<b>\$</b>	<b>725,000</b>	<b>\$</b>	<b>883,500</b>

**Bid for: Alternate 1: Pump No. 2 Replacement**

Item	Description	Est	Quantitie	Unit	Unit Price	Total Price	Unit Price	Total Price	
1	Pump No 2 Pump Replacement	1	LS	\$	82,500	\$	82,500	\$	85,000.00
<b>Total Bid</b>						<b>\$</b>	<b>82,500</b>	<b>\$</b>	<b>85,000</b>

**Bid for: Alternate 2: Upsize Generator**

Item	Description	Est	Quantitie	Unit	Unit Price	Total Price	Unit Price	Total Price	
1	250kW Backup Power Generator	1	LS	\$	42,500	\$	42,500	\$	28,000
<b>Total Bid</b>						<b>\$</b>	<b>42,500</b>	<b>\$</b>	<b>28,000</b>

**Total Bid (Base Bid w/ Alts 1 & 2)**

**\$ 850,000**    **\$ 996,500**

**PROJECT SUMMARY SHEET:**  
**Hill 57 Pumpstation, O.F. 1056.1**  
**FY 2023 Capital Improvement Plan**  
**Current as of: October 24, 2024**

**Description:** Hill 57 Pumpstation provides pressurized drinking water to citizens north of Riverview Drive. The project will make necessary upgrades to the electrical, pumping, and control systems at the pumpstation.

**Justification:** There is a need to improve the electrical system, make improvements to the existing pumps, install variable frequency drives on all pumps, provide backup power via a dedicated generator, update the instrumentation and control systems, and make piping and valve improvements. If this pumpstation goes out of service and is not able to pump water up to the 750,000 gallon Skyline tank, there may only be a few hours of water for domestic and fire flow use within the Hill 57 pressure zone. A backup pumpstation does exist but its condition is questionable.

**Scope:** Design, Bidding, Construction, Post Construction, Instrumentation and Control, and Miscellaneous Services

**Added to CIP:** 1<sup>st</sup> half FY2023

**CIP Timeline:** On track

**Cost:**

- CIP programmed cost/FY: \$700,000/FY26
- Current Working Estimate: \$850,000
- Awarded Cost: TBD
- Final Cost: TBD

**Funding Source(s):** Water Utility Enterprise Fund

- Funding Match Requirements: N/A

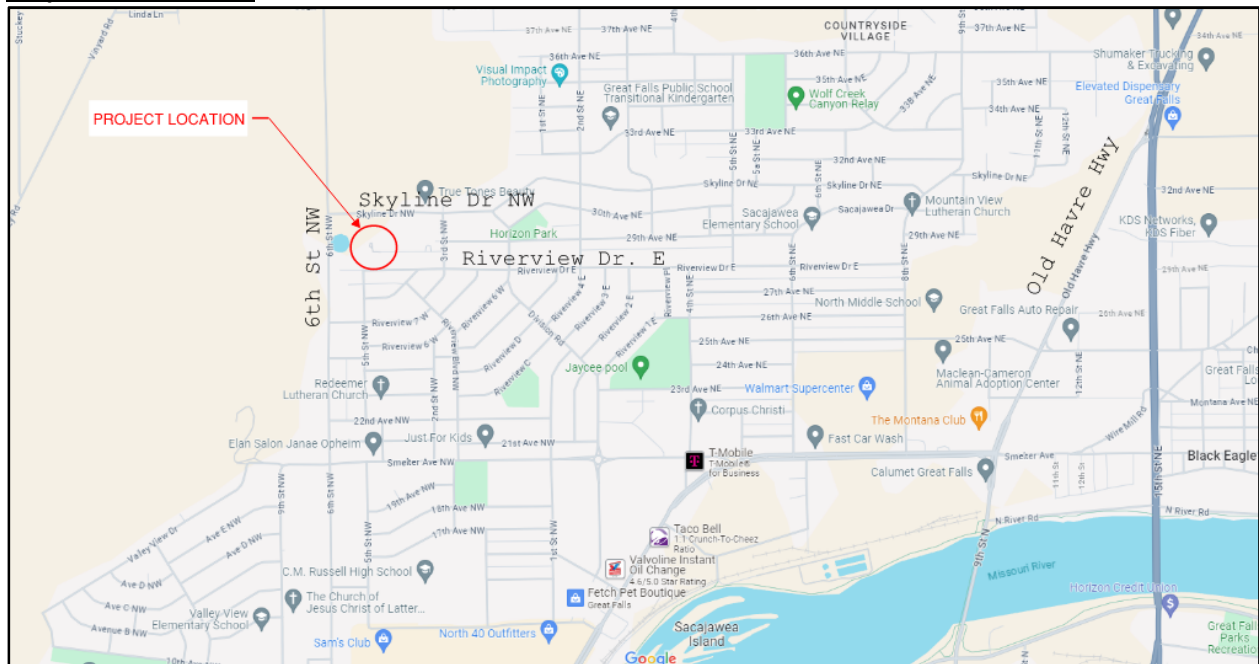
**Planned Execution Method:** Design-Bid-Build

**Planned Construction CY:** Fall 2025

**Current Project Stage (Estimated Completion Date):** Planning (2022), Design (2023), Construction (2026), Warranty (2028)

- Design Method: Consultant (AE2S)
- Contractor: TBD

**Map & Site Pictures:**



**PROJECT SUMMARY SHEET:**  
**Hill 57 Pumpstation, O.F. 1056.1**  
**FY 2023 Capital Improvement Plan**  
**Current as of: October 24, 2024**

**1** PUMP NO. 2 DEMO LIMITS - BID ALTERNATE NO. 1  
**2** PUMP NO. 3 DEMO LIMITS  
**3** PUMP NO. 2 DEMO LIMITS - BID ALTERNATE NO. 1  
**4** PUMP NO. 3 DEMO LIMITS  
**5** EXTERIOR VAULT - FLOWMETER DEMO  
**6** PUMPSTATION INTERIOR - FLOWMETER DEMO

**AES**  
Certification of Individual Project Design Engineers Are  
Issued On Their Individual Design Engineering

**MONTANA**  
**R. NATHAN WEISENBURGER**  
Sept 27, 2024  
No. 17751 PE  
**LICENSED PROFESSIONAL ENGINEER**  
WWW.CONSTRUCTION

**HILL 57 PUMPSTATION IMPROVEMENTS**  
Advanced Engineering and Environmental Services, LLC www.aees.com

**DEMO-DETAILS**  
DATE: CITY OF GREAT FALLS  
PROJECT NO: 1056.1-2022-001  
ISSUE DATE: 09/20/2022  
PROJECT NO: 1056.1-2022-001  
ISSUE DATE: 09/20/2022  
PROJECT NO: 1056.1-2022-001  
ISSUE DATE: 09/20/2022

**P103**

Photos of pumps being replaced. (Pump #2 and #3)



Commission Meeting Date: November 6, 2024  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Resolution 10564, “A Resolution Certifying the Abatement of a Nuisance and Statement of Expense, Addressed as 613 9<sup>th</sup> Avenue South is Completed.”

**From:** Brock Cherry, Director, Planning and Community Development

**Initiated By:** City of Great Falls

**Presented By:** Brock Cherry, Director, Planning and Community Development

**Action Requested:** Conduct a public hearing and adopt Resolution 10564

---

**Public Hearing:**

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
  2. Mayor closes public hearing and asks the will of the Commission.
- 

**Suggested Motion:**

1. Commissioner moves:  

“I move that the City Commission (adopt/deny) Resolution 10564.”
  2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
- 

**Summary:** Resolution 10533 was presented to, and adopted by, the City Commission on February 20, 2024. Resolution 10533 declared the subject property a Nuisance and authorized City Staff to force abatement if necessary, to the satisfaction of the P&CD Director. Mr. Welling did not complete the abatement within the designated time period dictated by the resolution.

Some of the required abatement action was that the residential structure, temporary shelter, and garage be secured, removal of rubbish and exterior storage, removal of three (3) non-compliant vehicles on the property.

In order to abate the subject Nuisance, City Staff contracted with ALR Contracting LLC to secure the residence, temporary structure and garage, remove rubbish and exterior storage, and remove three (3) non-compliant vehicles from the property. The securing, and removal of rubbish and exterior storage and non-compliant vehicles was completed on September 5, 2024. The cost of the project was \$9,450.00. A copy of the invoice is attached to the Resolution under consideration as Exhibit “B”. Said invoice was



subsequently paid by the City on September 25, 2024. A copy of the payment document is attached to the Resolution under consideration as Exhibit “C”.

By adopting Resolution 10564, the Commission will certify that the subject Nuisance has been abated and confirms the Statement of Expense. This action is authorized and required by OCCGF 8.49.060 and 070. Notice of the consideration of this Resolution was provided to the subject property owner and all other interested parties via certified mail, postage prepaid, return receipt requested on September 18, 2024, as well as regular mail, and posting the notice on the subject property (front and rear). See Exhibit “A” attached to this agenda report.

If the Commission does adopt the Resolution under consideration, the subject property owner may pay the outstanding balance to the City Finance Department within five (5) calendar days. If the property owner does not pay the outstanding balance within that time, Staff recommends that the City Commission direct that the costs be collected as a special assessment on the subject property.

If the Commission does not adopt the Resolution under consideration, the City will not recover the costs of the forced abatement. This Resolution will be recorded in the official property file at the Cascade County Clerk and Recorder’s Office.

**Fiscal Impact:** If adopted, Resolution 10564 will allow the City to recover costs associated with the subject abatement totaling \$9,450.00, either directly from the property owner, or as a special assessment against the property.

**Attachments/Exhibits:**

Resolution 10564

Exhibit “A”

Exhibit “B”

Exhibit “C”

Photos – Before and after the Abatement

**RESOLUTION 10564**

**A RESOLUTION CERTIFYING THE ABATEMENT OF A NUISANCE AND STATEMENT OF EXPENSE, ADDRESSED AS 613 9<sup>TH</sup> AVENUE SOUTH, IS COMPLETED.**

\*\*\*\*\*

**WHEREAS**, the City Commission adopted Resolution 10533 on February 20, 2024 declaring certain property located at 613 9<sup>th</sup> Avenue South, Lot 11, Block 498, Great Falls Original, Cascade County, Montana, a Nuisance, ordered the Nuisance abated, and authorized staff to force abatement if necessary; and

**WHEREAS**, James Welling Jr, property owner, did not complete the abatement as set forth in said Resolution; and

**WHEREAS**, said forceable abatement process was completed by the City; and

**WHEREAS**, the City incurred costs in the forced abatement of said Nuisance; and

**WHEREAS**, the City Commission wishes to certify that the subject Nuisance has been abated and finds it is in the public’s interest to reclaim the costs of said abatement, pursuant to the Official Code of the City of Great Falls 8.49.080; and

**WHEREAS**, the subject property owner was provided notice of the statement of expenses and the Commission’s consideration of this Resolution as set forth in Exhibit “A” attached hereto and by reference incorporated herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:**

1. The City Commission hereby confirms the statement of expenses as set forth in the invoice attached hereto as Exhibit “B” and the payment document attached hereto as Exhibit “C”; and
2. The method of forced abatement included securing the residential structure, temporary structure, and garage, removal of rubbish and exterior storage, and removal of three (3) non-compliant vehicles on the property. The owner of the subject property shall pay the total outstanding balance of \$9,450.00 within five (5) calendar days of the adoption of this Resolution to the Great Falls Finance Department, Civic Center Room 104, Park Drive South, Great Falls, MT 59401; and

3. If the balance is not paid as directed herein, the Great Falls Finance Department is directed to collect the same as a special assessment on the subject property; and

4. This Resolution shall be recorded in the official property file for the subject property at the Cascade County Clerk and Recorder’s Office.

**BE IT FURTHER RESOLVED BY SAID CITY COMMISSION** that this Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** by the City Commission of the City of Great Falls, Montana, on November 6, 2024.

\_\_\_\_\_  
Cory Reeves, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Rachel Taylor, Deputy City Attorney



Planning & Community Development  
 Room 112  
 2 Park Drive South (Civic Center)  
 Great Falls, MT 59401

CERTIFIED MAIL

OCTOBER 8, 2024

James Welling Jr  
 613 9<sup>th</sup> Avenue South  
 Great Falls, MT 59405

Re: 613 9<sup>th</sup> Avenue South, Great Falls MT 59405, James Welling Jr property

Dear James Welling Jr,

I am writing this letter to you as the legal owner of the above referenced property. If you no longer own this property, please advise me as soon as possible.

On February 20, 2024, the Great Falls City Commission adopted Resolution 10533. Resolution 10533 declared the above referenced property a nuisance and authorized City staff to force abatement of the Nuisance if necessary. The mandatory timeline for abatement pursuant to Resolution 10533 was not complied with, and the City commenced forced abatement of the property.

On September 5, 2024, the City, through its designated contractor, completed all work necessary to abate the nuisance at the subject property. Pursuant to the Official Code of the City of Great Falls (OCCGF) § 8.49.060, the City maintained an accounting of its expenses in abating the subject nuisance. Pursuant to OCCGF § 8.49.060, the City is hereby providing you its statement of expense, totaling Nine Thousand Four Hundred Fifty Dollars (\$9,450.00). Attached to this letter, and by reference incorporated herein, is documentation supporting the statement of expense.

You are hereby advised that the City Commission will consider Resolution 10564 on November 6, 2024, at 7:00 p.m. at the City Commission Chambers. Pursuant to OCCGF § 8.49.070, the City Commission will be requested to adopt Resolution 10564 confirming this statement of expense. Should the Commission adopt Resolution 10454, you are further advised that failure to pay the total balance of the City's expenses within five (5) calendar days will result in the City's expenses being collected as a special assessment against the subject property. Please disregard the previous City Commission date of November 5, 2024 which is incorrect due to it being Election Day.

Sincerely,

Brock Cherry  
 Planning and Community Development Director  
 Great Falls MT

cc: Greg Doyon, City Manager  
 Rachel Taylor, Deputy City Attorney  
 James Welling Jr, 613 9th Avenue South, Great Falls, MT 59405, 5405 Lower River Road (trailer 131), 1300 Central Avenue (Royal Motel Room #102)  
 Guardian Tax MT LLC, 920 S 107th Avenue Suite 250, Omaha, NE 68114-4719  
 Crowley Fleck PLLP (Eli Patten), PO Box 2529, Billings MT 59103



ALR Contracting LLC  
513 9th ave sw.  
Great Falls Mt. 59404  
788-4742

# Invoice

1711 1733

Date: 9/5/2024

Bill To:

Welling Abatement  
613 9th ave so  
Great Falls , Mt., 59404

Ship To:

Description	Amount
Secured the house garage and out buildings, and the debris removal.	\$9,450.00

<b>SubTotal</b>	<b>\$9,450.00</b>
0.00% on \$0.00	\$0.00
0.00% on \$0.00	\$0.00
<b>Total</b>	<b>\$9,450.00</b>

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
1130	ALR CONTRACTING LLC	377927	09/25/2024	\$9,450.00

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
09/05/2024	1711 1733	WELLING ABATEMENT 613 9TH AVE S	\$9,450.00



City of Great Falls  
 P.O. Box 5021  
 Great Falls, MT 59403

US Bank 300 Central Ave  
 Great Falls, MT 50403

Vendor Number: 1130  
 Check Number: 377927  
 Check Date: 09/25/2024

VOID 90 DAYS FROM DATE OF ISSUE

\*\*\* Nine Thousand Four Hundred And Fifty Dollars And Zero Cents \*\*\*

**\$9,450.00**

Pay To: ALR CONTRACTING LLC  
 The: 513 9TH AVE SW  
 Order Of: GREAT FALLS, MT 59404

*[Signature]*  
 City Manager MP  
*[Signature]*  
 Melissa Kimb  
 Finance Director MP

**BEFORE THE ABATEMENT – 613 9<sup>TH</sup> AVENUE SOUTH**



Behind residence



Front yard



Side yard





Alley and back area, and vehicles



Back area, temporary shelter, and vehicle



Back area, and vehicle





Front yard



Behind residence, rear yard



Alley, and vehicle removed





Side yard



Back of side yard



Secured temporary shelter



Back yard next to temporary shelter



Secured garage





Commission Meeting Date: November 6, 2024

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Pre-Procurement of Project Equipment: Lift Station No. 1 Repairs, OF 1758.1

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Christoff Gaub, Public Works Director

**Action Requested:** Approve an Early Work Amendment – Procurement Agreement with Prospect Construction, Inc. for Pre-Procurement of Project Equipment for the Lift Station No. 1 Repairs Project

**Suggested Motion:**

1. Commissioner moves:
 

“I move that the City Commission (approve/not approve) an Early Work Amendment – Procurement Agreement to Prospect Construction, Inc. for Pre-Procurement of Project Equipment in the Amount of \$585,112.03 for the Lift Station No. 1 Repairs Project and authorize the City Manager to execute the Agreement Documents.”
2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

**Staff Recommendation:** City Commission approve the Early Work Amendment – Procurement Agreement with Prospect Construction, Inc. for Pre-Procurement of Project Equipment for the Lift Station No. 1 Repairs and Supplemental Force Main Project.

**Background:** This project will implement recommendations from the June 2021 *“Feasibility Study for Sewage Lift Station No. 1 Supplemental Forcemain”*, including improvements and repairs to Lift Station #1 (LS1), which pumps sanitary wastewater across the Missouri River to the City’s Wastewater Treatment Plant (WWTP). On April 16<sup>th</sup>, 2024, staff facilitated a Work Session to discuss a \$9 million budget shortfall that was discovered during the design phase of the project. The General Contractor Construction Manager (GCCM) identified the budget discrepancy well before construction started and as a result the scope of the project was modified to focus on LS1 improvements in Phase 1. A future Phase 2 project will focus on the forcemain.

The design phase is near completion and City staff, TD&H, and Prospect Construction Inc. recommend moving forward with pre-procurement of long lead time equipment necessary for the project. Early procurement decreases the schedule and allows for greater quality control of equipment. Pre-procurement items consist of project specific pump control valves, panels, and associated services that total a not-to-exceed amount of \$585,112.03. Prospect Construction Inc. will be responsible for the scheduling, delivery, and storage of the equipment until it is installed. The project has received approximately \$5.9 million in ARPA grants, which have a spending deadline of December 31, 2025. This pre-procurement effort, in part, will help to ensure that ARPA dollars are spent prior to the deadline.

Additionally, the project team recommends that the Commission approve sole source procurement by the manufacturer Dezurik for this agreement, as it is in the best interest of the City to obtain reliable equipment provided by a single vendor. Dezurik is recognized worldwide as an industry leader in pump control valves manufacturing. The distributor for Dezurik is Yellowstone Waterworks based out of Billings. Their product will excel in this use and is preferred for simplicity of programming, maintenance, and existing systems integration. Additional information regarding this Agreement and justification for sole sourcing this equipment is included in the attachments.

**Workload Impacts:** There are no foreseen adverse impacts to workloads for City staff with the approval of this item. Public Works staff will continue to provide project management and collaboration support for the project. TD&H will review shop drawings and other submittal items to ensure the pre-procured items are in conformance with the design and specifications. Prospect Construction Inc., will facilitate the pre-procurement.

**Fiscal Impacts:** The project has been selected, prioritized and executed in accordance with the Public Works Capital Improvements Program. State ARPA Minimum Allocation Grant funds (\$3,854,585.00), State ARPA Competitive Grant funds (\$2,000,000.00), and the remainder being provided by the City sewer treatment funds are programmed for funding this project.

**Alternatives:** The Commission could choose not to award the Early Work Amendment – Pre-Procurement Agreement to Prospect Construction, Inc. This could lead to missing the 12/31/2025 deadline for spending ARPA grant funds and/or burdening the City with expenses intended to be covered by grant funding.

**Concurrences:** The Public Works Department, Legal Department, TD&H and Veolia support the recommended Agreement approval.

**Attachments/Exhibits:**

Project Vicinity Map  
Sole Source Justification Form  
Early Work Amendment – Pre-Procurement Agreement  
Project Summary Sheet



# 1758.1 Lift Station No. 1 Repairs and Supplemental Force Main



Tracking # \_\_\_\_\_

# CITY OF GREAT FALLS REQUEST FOR SOLE SOURCE

DATE: 10/1/2024 DEPARTMENT: Public Works

REQUESTOR: Jesse Patton PHONE NUMBER: 406-771-1258

BUSINESS NAME: Yellowstone Waterworks

CONTACT: Cavin Noddings PHONE NUMBER: 406-633-2316

EMAIL ADDRESS: [cavin@ywaterworks.com](mailto:cavin@ywaterworks.com)

ADDRESS: 547 S. 20th St. W.,

CITY: Billings STATE: MT ZIP CODE: 59108

### SOLE SOURCE REQUEST PURPOSE:

Stormwater Pump Control Valves & Other Valves 16-inch or Larger

### SOLE SOURCE JUSTIFICATION:

The proposed Dezurik stormwater pump control valves are specialized equipment designed to work with the proposed electrohydraulic actuators and controllers. Dezurik is the industry leader in plug and control valves and while other manufacturers may be able to provide similar pieces of equipment, there is risk that differing manufacturers may not function together properly. In addition, the design engineer has confirmed the Dezurik valves will fit within the vacated space of the existing ball valves between the new pumps and the existing stormwater pump header piping without significant structural or piping modifications. Dezurik is also Veolia's preference to match other wastewater facility valves for ease of programming, maintenance, and existing systems integration. It is recommended that the other valves 16-inches or larger are also supplied by the same manufacturer to maintain consistency and allow for simplicity of maintenance. The approximate cost for the Pump Control Valves and other valves 16-inch or larger is \$700,000.

### Special Cases for Sole Source Purchases:

Bids or quotes are not required where it is in the best interest of the City to maintain a compatible and/or reliable system provided by a single vendor or professional. The sole source form must be provided to the Finance Department for approval prior to purchase.

a. These requirements for purchases of supplies/equipment and services over \$80,000 may be waived by the City Manager. Approval must be documented and obtained PRIOR to purchase.

b. The above applies where:

- i. There is only one source for the supply or service of the item ( i.e. a vendor's warranty service, exclusive vendor required maintenance agreements), or
- ii. Only one source is acceptable or suitable for the supply or service item, or
- iii. The supply or service must be compatible with current supplies or services, or
- iv. A collective bargaining agreement or other contract requires the utilization or employment of a specific good or professional.

c. Where state and local law require a good or service to be provided by a specific entity (Election Administration, Detention Center Fees, etc.), quotes are not required.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**Early Work Amendment – Procurement Agreement**  
Great Falls Sewage Lift Station No. 1 and Supplemental Forcemain Improvements  
Office File No. 1758.1

**Plug Valves 16” and Greater – Procurement Scope**

**Between**

Prospect Construction, Inc.

and

The City of Great Falls

**This Early Work Amendment – Procurement Agreement (“Agreement”)** is entered into on this day of \_\_\_\_\_, 2024, by and between the City of Great Falls (“City”) and Prospect Construction, Inc. (“Contractor”), collectively referred to as the “Parties,” for the purpose of authorizing the procurement and related services for the plug valve package including valves 16” or larger.

**1. Scope of the Agreement**

Under this Agreement, the City authorizes the Contractor to procure the following equipment, as outlined in the proposal provided by Yellowstone Waterworks (Exhibit A):

- Three (3) 24” Pump Control Valves [tags. PCV-101 through PCV-103]
- Three (3) Pump and Control Valve Interface Panels [tag ACC\*ECB-CEM]
- One (1) 24” Flanged Plug Valve [tag PV-4]
- Two (2) 24” Mechanical Joint Plug Valves [tags. PV-1 and PV-2]
- One (1) 16” Flanged Plug Valve [tag BP-1]
- Dezurik 36 Month Warranty
- Manufacturers Services for Startup – includes three (3) trips for onsite manufacturers services, for phased installation of pump control valves

This Agreement shall include the following services and responsibilities:

**1.1 Pre-Submittal Coordination**

- a. The Contractor shall coordinate with all applicable vendors to obtain and review pre-submittal documents related to the equipment listed above
- b. The Contractor shall negotiate and issue purchase order contracts to vendors. Purchase Contracts shall generally follow the Contractor’s standard purchase order contract contained in Exhibit B.



- c. Through the course of negotiations with the applicable vendor, terms and conditions of the contract may be negotiated and subject to modification. Final purchase order contract terms shall be approved by the City prior to full execution. The terms and conditions of the purchase order contract accepted by the city shall be incorporated into this agreement, so that the contractual terms required of the Contractor are identical to the terms and conditions required of the Vendor.

#### 1.2 Submittal Coordination and Review

- a. The Contractor shall coordinate all equipment submittals and resubmittals from vendors to facilitate a timely review and approval by the City, or City's authorized Consultants.
- b. The Contractor shall serve as the liaison between the City and vendors to resolve any issues that may arise during the submittal process.

#### 1.3 Shipping and Unloading Coordination

- a. The Contractor shall coordinate the shipping and transportation logistics for the equipment to the project site.
- b. The Contractor shall arrange labor and equipment for the unloading and inspection of the equipment upon arrival to the site.

#### 1.4 Manufacturer's Warranty

- a. All equipment listed above shall be covered by the manufacturer's warranty listed in the proposal.
- b. Contractor shall assist the City in pursuing remedies that fall within the warranty program

#### 1.5 Manufacturers Onsite Services

- a. The Contractor shall coordinate three (3) trips for the manufacturer's representative to the project site.
- b. The trips shall include:
  - i. Installation inspection
  - ii. Witnessing of equipment startup
  - iii. Standard post-installation testing performed by the manufacturer
  - iv. Troubleshooting and support
  - v. Training to City personnel or representatives
- c. All other testing shall be completed and compensated for under the Construction Contract Agreement.

**2. Compensation Under the Agreement**

The City agrees to compensate the contractor for the procurement services outlines in this Agreement. **Compensation shall be equal to the costs incurred by the Contractor, plus the Contractor’s fee for services rendered. The Contractors’ fee shall be calculated as 5% of the Total Not-to-Exceed Costs outlined herein, minus the cost of Procurement Agreement Contingency and the Contractor’s Fee itself.** The following line items comprise not-to-exceed costs associated with this agreement. Cost over-runs on any individual line-item(s) may be applied to other line items at the Contractor’s sole discretion, so that any individual line item may exceed the associated amount included in the budget, but the total cost of work shall not exceed the total not-to-exceed cost of this proposal.

Pre-Submittal Coordination .....	\$3,600.00
Submittal Coordination and Review .....	\$4,800.00
Shipping and Unloading Coordination .....	\$12,000.00
Purchase of three (3) 24” Pump Control Valves.....	\$375,698.58
Purchase of three (3) Valve Control Panels.....	\$19,077.30
Purchase of one (1) 24” Flanged Plug Valve.....	\$22,345.00
Purchase of two (2) 24” Mechanical Joint Plug Valves .....	\$48,585.00
Purchase of one (1) 16” Flanged Plug Valve.....	\$8,460.00
Dezurik Warranty.....	\$11,854.15
Manufacturers Startup and Testing Services .....	\$25,500.00
Procurement Agreement Contingency (5%).....	\$26,596.00
General Contractor Fee.....	\$26,596.00
<b>Total Not-to-Exceed Cost .....</b>	<b>\$585,112.03</b>

**3. Roles and Responsibilities**

Contractor:

- Contractor agrees to remain responsible for equipment procurement until the equipment is successfully delivered onsite
- It is the intent of the Parties that the equipment is to be incorporated into the “Great Falls Sewage Lift Station No. 1 and Supplemental Forcemain Improvements” project (“Project”).
- Once the Construction Contract Agreement is executed for the Project, the responsibility of the equipment will be the Contractor’s until installation and acceptance of the equipment.
- The contractor shall make all good-faith-efforts to procure the equipment in accordance with the project schedule. Contractor shall not be liable for procurement delays due to supply chain issues, Acts of God, design or re-design related issues, or other unforeseen circumstances that are of no fault of the contractor.

Owner:

- If a construction contract is not executed between the City and the Contractor, the City will assume all ownership, control, and responsibility for the equipment after it is successfully delivered to the site.

- Owner will ensure it, or its retained consultant, processes submittal reviews in a timely manner to ensure the continuing progress of procurement, unless otherwise agreed by the Parties. Initial equipment submittal reviews shall be returned within 14 calendar days of receipt, and all subsequent submittal reviews shall be returned within 7 calendar days. Prospect Construction reserves the right to claim reasonable additional time or reasonable additional cost associated with not maintaining these timelines.

**4. Governing Law**

This agreement and each of its provisions shall be governed by and construed and interpreted according to all applicable federal laws, state statutes, and CITY ordinances and regulations. Any dispute arising from this contract shall be governed solely and exclusively by Montana law.

**5. Forum Selection and Personal Jurisdiction**

Any dispute arising from this contract which rises to the level of a lawsuit shall be solely and exclusively filed in, conducted in, and decided by the courts located in Cascade County, Montana or by the federal courts located in Montana. As such, the Parties also agree to exclusive personal jurisdiction in such courts located in Montana

**6. Exceptions and Exclusions**

- Cost increases due to unforeseen circumstances that arise after submitting this proposal, but prior to the execution of a purchase order contract. Any cost increases of this type shall gain City approval prior to execution and shall include associated justification.
- Installation effort of any kind is excluded from this agreement.

This Agreement shall be binding upon the Parties once it has been signed by authorized representatives.

**The City of Great Falls**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Prospect Construction, Inc.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

DeZURIK.com

# DeZURIK QUOTATION



**To:**  
Ethan Starbuck  
estarbuck@prospectconst.com

**Invoice Terms:** Net 30

**Days Valid:** 30 day(s)

**Delivery Terms:** PPD, Prepaid and Charge on Actuals

**Date of Quote:** 09/30/2024

**Quote Number:** QUO133318

**Project Name:** Great Falls Lift Station #1 & Forcemain - Final-Vlv Subset

**I.D. (Rep. Use):** Q-525-24

**Line of Business:** 4952 Sewage Treatment

**Make Order To:** DeZURIK, INC.  
C/O YELLOWSTONE WATER WORKS  
PO BOX 81348  
BILLINGS MT 59108  
United States  
Cavin Noddings  
Tel/Direct:406.633.2316  
cavin@ywaterworks.com

**Currency and Values expressed in USD (\$)**

ANY PURCHASE ORDER ISSUED AS A RESULT OF THIS QUOTATION IS SUBJECT TO ALL OF THE MANUFACTURER'S CONDITIONS SET FORTH IN THIS DOCUMENT HEREOF, REASONABLE CONTRACT LANGUAGE NEGOTIATIONS AND FINAL ACCEPTANCE BY DEZURIK AT SARTELL, MN USA. UNLESS OTHERWISE NOTED, QUOTATIONS ARE VALID FOR 30 DAYS. UNTIL ACCEPTANCE OF ORDER, QUOTED PRICES AND DELIVERY ARE SUBJECT TO CHANGE. UNLESS OTHERWISE NOTED, PRICES ARE FIRM FOR SHIPMENT OF GOODS WITHIN 12 MONTHS FROM THE RELEVANT QUOTATION DATE. OUR PRICES ARE BASED ON CURRENT PRICES FOR MATERIAL. IF A SIGNIFICANT MATERIAL PRICE INCREASE OCCURS BETWEEN ORDER ACCEPTANCE AND SHIPMENT DATE, GOODS SCHEDULED TO SHIP BEYOND 12 MONTHS OF THE QUOTATION DATE ARE SUBJECT TO A PRICE ADJUSTMENT BY THE AMOUNT NECESSARY TO COVER SUCH AN INCREASE.

Line#	Cust. Line #	Qty	Order Code	Unit Price	Total Price
2	Customer Tag(s) : PCV-101, 102, 103	3	9XXXXXX PEF,24,F1,CI,NBR,CR,DTR-TB6-L41LS1*X,SB16*MODIFIED Style: PEF - 100% Area Rectangular Port Eccentric Plug Valve (AWWA C517) (PEF) Size: 24 - 24 Inch (6000mm); SST Bearings; Welded-in Nickel Seat End Connection: F1 - Flanged Drilling; ASME Class 125/150 Body Material: CI - Cast Iron Packing: NBR - Acrylonitrile-Butadiene; Temperature to 250° F. Plug Facing: CR - Chloroprene; -20 to 180° F. (-29 to 83° C.) Options: DTR - DeZURIK Standard Certified Production Hydrostatic Shell and Seat Test Report Options: TB6 - Certified Seat Leak Test 150 PSI Both Directions per AWWA C517 with actuator stop setting at 150 PSI Reverse. Includes DeZURIK Standard Certified Seat and Shell Hydro Test Reports. Coating: L41LS1 - 12 mils minimum of Blue Fusion Bonded Epoxy on Interior and Exterior with SP5 Surface Prep Actuator: X - Specify Actuator in Special Construction Stainless Steel Bolting & Tubing: SB16 - 316 Stainless Steel Bolting Weight (Approx): 3160 lbs/ 1434 kgs Min Valve Temperature: -20 Degrees F. Max Temperature: 180 Degrees F. Max Valve Pressure: 150 psig	\$125,232.86	\$375,698.58



# DeZURIK QUOTATION



Line#	Cust. Line #	Qty	Order Code	Unit Price	Total Price
			Modification: Additional Modification: Electrohydraulic Actuator - Rotork SI3-161B-125F/C4D, MODBUS/Modulating, Fail Close		
6	Customer Tag(s) : PV 4	1	9XXXXXX PEF,24,F1,CI,NBR,CR,DTR-TD6-L41LS1*MG-WR3L-HD32,SB16 Style: PEF - 100% Area Rectangular Port Eccentric Plug Valve (AWWA C517) (PEF) Size: 24 - 24 Inch (6000mm); SST Bearings; Welded-in Nickel Seat End Connection: F1 - Flanged Drilling; ASME Class 125/150 Body Material: CI - Cast Iron Packing: NBR - Acrylonitrile-Butadiene; Temperature to 250° F. Plug Facing: CR - Chloroprene; -20 to 180° F. (-29 to 83° C.) Options: DTR - DeZURIK Standard Certified Production Hydrostatic Shell and Seat Test Report Options: TD6 - AWWA Test 150 PSI Direct Pressure Coating: L41LS1 - 12 mils minimum of Blue Fusion Bonded Epoxy on Interior and Exterior with SP5 Surface Prep Actuator: MG-WR3L-HD32 - Manual Worm Gear Handwheel; 32 In Dia Stainless Steel Bolting & Tubing: SB16 - 316 Stainless Steel Bolting Weight (Approx): 3160 lbs/ 1434 kgs Min Valve Temperature: -20 Degrees F. Max Temperature: 180 Degrees F. Max Valve Pressure: 150 psig	\$22,345.00	\$22,345.00
7		3	PN To Be Assigned Startup - three (3) separate trips	\$8,500.00	\$25,500.00
8		3	1433911 ACC*ECB-CEM Style: ACC - Accessories Other Accessories: ECB - Pump and Control Valve Interface Accessory Options: CEM - For Motor Operated Pump Control Valves Weight (Approx): 0 lbs/ 0 kgs	\$6,359.10	\$19,077.30
9	Customer Tag(s) : PV 1, PV 2	2	9XXXXXX PEF,24,MJ,CI,NBR,CR,DTR-TB5-L41LS1*MGB-WR3L-N,SB16 Style: PEF - 100% Area Rectangular Port Eccentric Plug Valve (AWWA C517) (PEF) Size: 24 - 24 Inch (6000mm); SST Bearings; Welded-in Nickel Seat End Connection: MJ - Mechanical Joint, Conforms to ASME/AWWA C111/A21.11 Body Material: CI - Cast Iron Packing: NBR - Acrylonitrile-Butadiene; Temperature to 250° F.	\$24,292.50	\$48,585.00

# DeZURIK QUOTATION



Line#	Cust. Line #	Qty	Order Code	Unit Price	Total Price
			Plug Facing: CR - Chloroprene; -20 to 180° F. (-29 to 83° C.) Options: DTR - DeZURIK Standard Certified Production Hydrostatic Shell and Seat Test Report Options: TB5 - Certified Seat Leak Test 125 PSI Both Directions per AWWA C517 with actuator stop setting at 125 PSI Reverse. Includes DeZURIK Standard Certified Seat and Shell Hydro Test Reports. Coating: L41LS1 - 12 mils minimum of Blue Fusion Bonded Epoxy on Interior and Exterior with SP5 Surface Prep Actuator: MGB-WR3L-N - Manual Worm Gear Buriable Nut; 2 In Square Stainless Steel Bolting & Tubing: SB16 - 316 Stainless Steel Bolting Weight (Approx): 2984 lbs/ 1354 kgs Min Valve Temperature: -20 Degrees F. Max Temperature: 180 Degrees F. Max Valve Pressure: 150 psig		
10	Customer Tag(s) : BP-1	1	9XXXXXX PEF,16,F1,CI,NBR,CR,DTR-TD6-TR5-L41LS1*GS-12A-HD24,SB16 Style: PEF - 100% Area Rectangular Port Eccentric Plug Valve (AWWA C517) (PEF) Size: 16 - 16 Inch (400mm); SST Bearings; Welded-in Nickel Seat End Connection: F1 - Flanged Drilling; ASME Class 125/150 Body Material: CI - Cast Iron Packing: NBR - Acrylonitrile-Butadiene; Temperature to 250° F. Plug Facing: CR - Chloroprene; -20 to 180° F. (-29 to 83° C.) Options: DTR - DeZURIK Standard Certified Production Hydrostatic Shell and Seat Test Report Options: TD6 - AWWA Test 150 PSI Direct Pressure Options: TR5 - AWWA Test 125 PSI Reverse Pressure Coating: L41LS1 - 12 mils minimum of Blue Fusion Bonded Epoxy on Interior and Exterior with SP5 Surface Prep Actuator: GS-12A-HD24 - G-Series Handwheel; 24 In Dia Stainless Steel Bolting & Tubing: SB16 - 316 Stainless Steel Bolting Weight (Approx): 811 lbs/ 368 kgs Min Valve Temperature: -20 Degrees F. Max Temperature: 180 Degrees F. Max Valve Pressure: 150 psig	\$8,460.00	\$8,460.00
11		1	PN To Be Assigned DeZURIK 36 month warranty	\$11,854.15	\$11,854.15
<b>Total</b>					<b>\$511,520.03</b>

# DeZURIK QUOTATION



\*Estimated manufacturing lead times included in this quotation are defined as "after release of order to production" (ARO) and are subject to change based upon availability of parts and manufacturing capacity at the time the goods are released to production. Production orders are considered released to production upon receipt. Manufacturing lead times do not include transit lead times. Estimated lead times are based upon the items and quantities listed on the quotation. Any changes to order codes and/or quantities may result in changes to manufacturing lead times.

**Quote Comments:**

# MANUFACTURER'S CONDITIONS

These conditions apply to all quotations, orders and contracts for DeZURIK, Inc. ("we," "us" or "our")

Agenda #15.

1. **CONSTRUCTION AND LEGAL EFFECT:** Our sale to you (defined as the purchaser of goods from us), is limited to and expressly made conditional on your assent to these typed and printed terms and conditions of sale, the face and reverse side hereof ("These Terms"), all of which form a part of the agreement to sell and which supersede and reject all prior writings (including your order), representations, negotiations with respect hereto and any conflicting terms and conditions of yours, any statement therein to the contrary notwithstanding. The sending of the purchase order for the goods referred to herein, whether or not signed by you, or your acceptance of the goods or payment operates as acceptance by you of These Terms. In case of conflict between These Terms and the terms of your purchase order or acceptance, These Terms govern; any different or conflicting terms submitted by you in any purchase order or acceptance shall be deemed objected to by us and shall be of no effect unless specifically agreed to by us in writing. We will furnish only the quantities and goods specifically listed on the face hereof or the pages attached hereto., or any updates or modifications to the same purchase order. We assume no responsibility for other terms or conditions or for furnishing other equipment or material shown in any plans and/or specifications for a project to which the goods quoted or ordered herein pertain or refer. Our published or quoted terms and conditions are subject to change without notice prior to acceptance of order.

2. **PRICES:** Unless otherwise noted on the face hereof, quotations are valid for 30 days, prices are net, FCA Incoterms 2020 our factory. Stenographic, clerical, and mathematical errors are subject to correction. Until acceptance of order on These Terms, quoted prices and delivery are subject to change. Thereafter, unless otherwise noted, prices are firm for shipment of goods within 12 months from the relevant quotation date. Our prices are based on current prices for material. We will endeavor to obtain the lowest pricing on materials from our suppliers, but if a significant material price increase occurs between order acceptance and shipment date, goods scheduled to ship beyond 12 months of the quotation date are subject to a price adjustment by the amount necessary to cover such increase.

3. **DELIVERY:** Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change. Quoted lead times are figured from the later of date of acceptance of order on These Terms or from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in or failure to perform caused by carriers or suppliers or delays from labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials, customer requested order changes, fires, floods, storms, accidents, government restrictions, epidemics, pandemics, causes designated acts of God or force majeure by any statute or court of law or other causes beyond our reasonable control.

4. **SHORTAGE, DAMAGE, ERRORS IN SHIPMENT:** Our responsibility ceases upon delivery to carrier. Risk of loss, injury or destruction of property, shall be borne by you from and after our delivery to carrier, and such loss, injury or destruction shall not release you from the obligation to pay the purchase price. You shall note receipt for goods that are not in accordance with bill of lading or express receipt and you shall make claim against such carrier for any shortage, damage or discrepancy in the shipment per the ICC Code for Freight Claims promptly. You shall inspect and examine all items and goods covered by the order when unpacking crated or boxed goods, and if damage is discovered, leave as is until the carrier's agent makes examination and notation on freight or express bill of concealed damage. We will render reasonable assistance to help trace and recover lost goods and collect just claims as a business courtesy, but without obligation. We do not guarantee safe delivery.

5. **TAXES:** Our prices do not include sales, use, excise, occupation, processing, transportation or other similar taxes which we may be required to pay or collect with respect to any of the materials covered hereby under existing or future law. Consequently, in addition to the price specified herein, such taxes shall be paid by you, or you shall provide us with a tax exemption certificate acceptable to the appropriate taxing authorities. You shall also assume and pay any import or export duties and taxes, with respect to the materials covered by the order, and shall hold harmless and reimburse us therefrom.

6. **CREDIT AND PAYMENT:** Unless otherwise noted on the face hereof, payment of goods shall be 100% thirty (30) days net in US dollars. Payment shall be made: (a) in full without set-off, counterclaim, or withholding of any kind; and (b) not contingent on payment from or approval of any third party. Prorated payments shall become due with partial shipments. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your willingness or ability to pay your obligations to us is in doubt. Failure to pay invoices at maturity date, at our election, makes all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled and we shall not, in such event, be liable for non-performance of contract in whole or in part. You agree to pay, without formal notice, 1.5% per month of the amount not paid when due, provided that, if such rate is in excess of applicable governing law, you agree to pay the maximum permitted rate.

7. **CANCELLATIONS AND CHANGES:** Orders which have been accepted by us are not subject to your cancellation or changes in specifications, except upon our written consent, and we may require, as a condition of such consent, appropriate modification charges and adjustments in price, delivery schedule and other relevant terms, and in the case of cancellation, cancellation charges. In the event we accept your cancellation, you shall be liable for a cancellation charge equal to the higher of (i) 25% of the purchase price of the item(s), or (ii) any loss or cost incurred by us, including, but not limited to, cost of materials, labor, engineering, reconditioning and reasonable overhead.

8. **DEFERRED SHIPMENT:** If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the equipment is ready for shipment. If you fail to make payment and/or furnish shipping instructions, we may either extend time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

9. **LIMITED WARRANTY:** Products, auxiliaries and parts thereof that we manufacture for a period of twenty-four (24) months from the date of shipment from our factory, are warranted to the original purchaser only against defective workmanship and material, but only if properly stored, installed, operated, and serviced in accordance with our recommendations and instructions. For items proven to be defective within the warranty period, your exclusive remedy under this limited warranty is repair or replacement of the defective item, at our option, FCA Incoterms 2020 our facility with removal, transportation, and installation at your cost. Products or parts manufactured by others but furnished by us are not covered under this limited warranty. We may provide repair or replacement for other's products or parts only to the extent provided in and honored by the original manufacturers' warranty to us, in each case subject to the limitations contained in the original manufacturer's warranty. No claim for transportation, labor, or special or consequential damages or any other loss, cost or damage is being provided in this limited warranty. You shall be solely responsible for determining suitability for use and in no event shall we be liable in this respect. This limited warranty does not warrant that any product or part we manufacture is resistant to corrosion, erosion, abrasion or other sources of failure, nor do we warrant a minimum length of service. Your failure to give written notice to us of any alleged defect under this warranty within twenty (20) days of its discovery, or attempts by someone other than us or our authorized representatives to remedy the alleged defects therein, or failure to return product or parts for repair or replacement as herein provided, or failure to store, install, or operate said products and parts according to the recommendations and instructions furnished by us shall be a waiver by you of all rights under this limited warranty. This limited warranty is voided by any misuse, modification, abuse or alteration of our product or part, accident, fire, flood or other Act of God, or your failure to pay entire contract price when due. The foregoing limited warranty shall be null and void if, after shipment from our factory, the item is modified in any way or a component of another manufacturer, such as but not limited to; an actuator is attached to the item by anyone other than our factory authorized service personnel. All orders accepted shall be deemed accepted subject to this limited warranty, which shall be exclusive of any other or previous warranty, and this shall be the only effective guarantee or warranty binding on us, despite anything to the contrary contained in the purchase order or represented by any agent or employee of ours in writing or otherwise, notwithstanding, including but not limited to implied warranties.

THE FOREGOING REPAIR AND REPLACEMENT LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY OR OTHERWISE, EXPRESSED OR IMPLIED IN FACT OR BY LAW, AND STATE OUR ENTIRE AND EXCLUSIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIM IN CONNECTION WITH THE

SALE AND FURNISHING OF SERVICES, GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATIONS. NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY US OR ANY OF OUR EMPLOYEES OR AGENTS WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS LIMITED WARRANTY.

10. **INTELLECTUAL PROPERTY:** We shall indemnify and hold you harmless from any amount that you are required to pay to a third-party pursuant to final, non-appealable court order as a result of such third-party's claim that a product sold hereunder infringes any United States patent or copyright of such third party, provided that our obligation of indemnification is contingent upon (a) your notifying us in writing of any such claim within 20 days of receipt thereof, (b) your providing us with exclusive control of the defense and/or settlement thereof, and (c) your cooperating with us in such defense and/or settlement. In the event of such a successful infringement claim by the third party, at our option, we shall either (i) modify the product sold hereunder so that it performs comparable functions without infringement, (ii) obtain a royalty-free license for you to continue using the infringing product or (iii) refund to you the then-depreciated fair market value of the infringing component. We shall have no obligation under this Section to the extent a claim is based upon (a) the combination, operation or use of the product with equipment, products, hardware, software, systems or data that was not provided by us, if such infringement would have been avoided in the absence of such combination, operation or use, or (b) your use of the product in any manner inconsistent with our written materials regarding the use of such product. This Section states our entire liability and your exclusive remedy with respect to any alleged infringement arising from the use of the products sold hereunder or any part thereof and is subject to the other limitations contained in These Terms.

11. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGE TO OR LOSS OF OTHER PROPERTY OR EQUIPMENT, BUSINESS INTERRUPTION, COST OF SUBSTITUTE PRODUCTS, LOSS OF TIME, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, LOSS OF USE, OR DIMINUTION IN VALUE) WHATSOEVER, AND OUR LIABILITY, UNDER NO CIRCUMSTANCES, WILL EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED. ANY ACTION FOR BREACH OF CONTRACT BY YOU, OTHER THAN RIGHTS RESPECTING OUR LIMITED WARRANTY DESCRIBED IN SECTION 9 ABOVE, MUST BE COMMENCED WITHIN 12 MONTHS AFTER THE DATE OF SALE.

12. **EXPORT CONTROL COMPLIANCE:** You agree and acknowledge that the products are sold in accordance with U.S. export control and sanctions laws, regulations and orders, as they may be amended from time to time. You agree to ascertain and comply with all applicable export and re-export obligations and restrictions, including without limitation, U.S. export and re-export controls under the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and all regulations and orders administered by the U.S. Department of Treasury, Office of Foreign Assets Control (collectively, "U.S. Export Control Laws"). If you are conducting the export from the United States or the re-export from a country outside the United States, you shall comply with such U.S. Export Control Laws and obtain any license or other authorization required to export or re-export the products and related technology. We shall reasonably cooperate and exercise reasonable efforts, at your expense, to support you in obtaining any necessary licenses or authorizations. You shall not export or re-export the products and/or related technology to any country or entity to which such export or re-export is prohibited, including, but not limited to any country or entity under sanction or embargoes administered by the United States. Any diversion contrary to the law of the United States is prohibited. You will not take, and will not solicit us to take, any action that would violate any anti-boycott or any export or import statutes or regulations of the United States or other governmental authorities, and shall defend and indemnify us for any loss or damage arising out of or related to such actions.

13. **GENERAL COMPLIANCE WITH LAWS.** In addition to your obligations under Section 12 above, you represent and warrant that, in performing your duties under this Agreement, you will comply with, at your sole expense, all applicable laws and regulations of any governmental authority, including, but not limited to your duties involving any required registrations, requirements as to product contents, packaging and labeling, restraint of trade, consumer laws, data privacy, export regulations, and environmental laws. You agree and acknowledge you have had an opportunity to obtain legal advice regarding, and currently comply with, all applicable legal requirements that prohibit unfair, fraudulent or corrupt business practices, including, but not limited to the U.S. Foreign Corrupt Practices Act (FCPA) as well as U.S. and other legal requirements that are designed to combat terrorism and terrorist activities. In addition, neither you nor any of your equity interest owners, officers or directors are named as a "specially designated national" or "blocked person" as designated by the United States Department of the Treasury's Office of Foreign Assets Control under the U.S. PATRIOT Act.

14. **INDEMNIFICATION BY YOU.** You will indemnify, defend and hold us and our corporate parents and other affiliates and their respective officers, directors, stockholders, members, insurers, attorneys, employees, agents, successors, predecessors, assigns, heirs and personal representatives harmless against any and all liability, claims, suits, actions, losses, liabilities, damages, costs and legal fees arising out of or related to: (i) any conduct of you or any related party as described in Sections 12 or 13 above; or (ii) your breach of any other provision herein.

15. **PROPRIETARY INFORMATION:** All specifications, drawings, data, manuals, designs, information, ideas, methods, patterns and inventions made, conceived, developed or generated by us incident to the procurement or performance of this order ("Work Product") will vest in, inure to and be the sole property of us. You will not copy, publish or otherwise disclose, in whole or in part, to others such Work Product without the express prior written permission of us. You will not use information furnished hereunder for any purpose other than for operation and maintenance of the goods and services or for any purpose other than as explicitly intended by us. The rights and obligations in this Section 15 will survive termination or expiration of this order.

16. **ARBITRATION:** Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The venue for such proceedings shall be St. Cloud, MN.

**17. TEXAS WAIVER OF CONSUMER RIGHTS:** If you are entitled to its protection, you hereby agree to waive your rights under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections. You warrant that, after consultation with an attorney of your own selection, you voluntarily consent to this waiver.

18. **APPLICABLE LAW:** The rights and duties of the parties shall be governed by the laws and exclusive jurisdiction of the State of Minnesota without regard to the conflict of law principles thereof. You agree the United Nations Convention on Contracts for the International Sale of Goods or any subsequently enacted treaty or convention shall not apply to These Terms.

19. **NO OTHER CONTRACT PROVISIONS; OTHER:** These Terms reflect the entire agreement with respect to the products. Terms and conditions of your order shall be without force and effect, except to the extent identical herewith. No dealer, broker, branch manager, agent, employee or representative of ours has any power of authority except to take orders for our products and to submit the same to us, at our factory, for our approval and acceptance on the terms herein or rejection. There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than herein contained. DeZURIK, Inc. and related terms (we, us and our) shall refer to DeZURIK, Inc. and its affiliates. If any provision hereof is invalid or not enforceable under applicable law, the remaining provisions shall remain in full force and effect. Any assignment of your rights hereunder without our consent (which shall not be unreasonably withheld) shall be void. These Terms shall be binding on you and assigns. Our failure to require your performance of any of These Terms shall not serve to diminish our rights to require strict performance of such provision or These Terms.

Below are lead times provided with the most recent quote from Yellowstone Waterworks.

Please note that DeZurik has stated they will not be able to accelerate the submittal drafting timeline. DeZurik estimates 6-8 weeks to generate preliminary submittals.

Hi Ethan,

Below are the lead times for the valves just quoted.

Thanks,

Cavin Noddings, PE LEED AP



From: DeZURIK Lead Time Emails (lead-time@dezurik.com) <system@sent-via.netsuite.com>  
Sent: Thursday, October 3, 2024 8:32 AM  
To: Cavin <cavin@ywaterworks.com>  
Subject: Lead Time provided for #QUO133318 Great Falls Lift Station #1 & Forcemain - Final- Vlv Subset

Dear Sales Rep,

Lead Time for below lines from Quote #QUO133318 Great Falls Lift Station #1 & Forcemain - Final- Vlv Subset has been provided

Line No.	Item	Item Desc	Quantity	Customer Requested Lead Time	Lead Time Comments	Status	Quoted Lead Time (In Weeks)
2	9XXXXXX	PEF,24,F1,CI,NBR,CR,DTR-TB6-L41LS1*X,SB16*MODIFIED	3			Lead Time Entered	50
7	PN To Be Assigned		3			Lead Time Entered	0
8	1433911	ACC*ECB-CEM	3			Lead Time Entered	18

9	9XXXXXX	PEF,24,MJ,CI,NBR,CR,DTR-TB5-L41LS1*MGB-WR3L-N,SB16	2			Lead Time Entered	30
10	9XXXXXX	PEF,16,F1,CI,NBR,CR,DTR-TD6-TR5-L41LS1*GS-12A-HD24,SB16	1			Lead Time Entered	20
11	PN To Be Assigned		1			Lead Time Entered	0
6	9XXXXXX	PEF,24,F1,CI,NBR,CR,DTR-TD6-L41LS1*MG-WR3L-HD32,SB16	1			Lead Time Entered	30

[View Record](#)



**Exhibit B - Sample Purchase Order Contract**

PURCHASE ORDER CONTRACT

**PROSPECT CONSTRUCTION, INC.**  
2605 W. Broadway Unit B, Missoula, MT 59808  
(406) 493-1300

CONTRACT NO. **City of Great Falls  
Great Falls Sewage Lift Station No.1 and Supplemental Forcemain  
Improvements**

ORDER NO. **214-XXXXXX**

TO: **Vendor Name  
Vendor Street Address  
Bartlett, IL 60103**

QUOTATION

TERMS See Item No. 2

DATE **Contract Date**

Attn: **Vendor Representative**  
Phone: **(406) xxx-xxxx** Email:

SHIP TO: Prospect Construction, Inc.  
800 River Dr. N  
Great Falls, MT 59401

REQUIRED DELIVERY DATE See Item No. 3

This order is for materials to be utilized in the **Great Falls Sewage Lift Station No. 1 and Supplemental Forcemain Improvements project**. The terms of this purchase order shall take precedence over all other quotations or proposals.

1. Furnish FOB Jobsite the following:

**SCOPE OF SUPPLY**

Complete as required by Specification Sections **XX XX XX – EQUIPMENT SPECIFICATION SECTION** and all applicable Contract Documents including Addendum No. 1.

All materials shall comply strictly with the Contract Documents and compliance herewith will be the Supplier's responsibility. This purchase order specifically includes but is not limited to submittals, spare parts, O&M manuals, startup services, testing and training.

2. Terms of Payment: Net 30 days as follows:  
95% payment upon delivery and acceptance of equipment and operation and maintenance manuals.\*  
5% payment upon completion of the field startup assistance, testing, training and acceptance.  
\*payment in excess of 50% cannot be made until final Operation and Maintenance Manuals have been accepted.

3. Delivery: The materials required shall be delivered in quantities to facilitate the needs of the contractor and in a timely manner to avoid delays to the project. All required submittals, testing and materials will be available for delivery to the project site in accordance with the Construction Schedule established for the project.

<u>Item</u>	<u>Latest Delivery</u>
Submittals	Submittal Deadline
Equipment	Delivery Deadline

4. The Supplier expressly acknowledges their responsibility to provide timely, complete and responsible submittals, including certified drawings, project data and supplies. One (1) reproducible and seven (7) copies of drawings and/or eight (8) copies of catalog data shall be furnished for each submittal and resubmittal. The above referenced submittals shall be in accordance with Specification Section **01 33 00 - SUBMITTALS PROCEDURES.**
5. The Supplier expressly acknowledges their responsibility to provide timely, complete and responsible Operation and Maintenance Manuals. Six (6) copies of the initial Operation and Maintenance Manuals shall be delivered prior to the delivery of the equipment or prior to the 50 percent construction completion point of the project, which ever is earlier. The final Operation and Maintenance Manuals shall be modified and supplemented following acceptable installation and operation. Operation and Maintenance Manuals shall be prepared and submitted in accordance with Specification Section 013300 - SUBMITTALS and Specification Section **01 33 04 - OPERATION AND MAINTENANCE MANUALS.**
6. The Supplier's guarantee obligation shall be in strict accordance with the applicable portions of the Contract Documents.
7. The Supplier shall provide the necessary erection drawings, field service, testing, inspections and training in accordance with the Contract Documents.
8. The Supplier shall be responsible for furnishing the necessary certified laboratory test reports and all materials, samples and tests as required by the Contract Documents. Any costs involved in performing this work will be considered incidental to the work and no additional compensation will be provided, except where the Contract Documents specifically state that these costs are to be borne by the Owner. Proof of compliance is required for all materials.
9. The total amount of this Purchase Order is **PURCHASE ORDER AMOUNT in DOLLARS (\$xxx,xxx.xx).**

Read the attached numbered pages carefully. This offer to purchase is subject to the Terms and Conditions set forth on page one and all of the pages of this Purchase Order. This Purchase Order represents the entire agreement between Buyer and Seller. Acceptance by Seller shall be made by either (1) written signature on this Purchase Order or (2) delivery by Seller of the product described on the face of this form. Acceptance is expressly limited to the Terms and Conditions of this Purchase Order. Seller must reference Buyer's Purchase Order Number on all invoices and packing slips.

Prospect Construction, Inc.

Seller's Authorized Signature

\_\_\_\_\_

\_\_\_\_\_

Name and Title

Date

Name and Title

Date

## Purchase Order Terms and Conditions

1. **Price & Taxes** – The prices stated on the face of this Purchase Order are firm and shall remain firm until deliveries have been completed. All prices specified in this Purchase Order include all charges for inspection, packaging, packing, loading, transportation, insurance, all taxes (including federal, state, and local sales, use, service, and other applicable taxes), duties, and assessments.
2. **Invoices** – Seller shall prepare an invoice to Prospect Construction, Inc. (“Buyer”), in duplicate, after each delivery. Each invoice shall list the name of the Project, quantities shipped, date of delivery, unit costs, and total costs in conformance with this Purchase Order. Invoices shall list freight separately to assure that sales tax is not applied to freight costs.
3. **Payment** – Unless otherwise specified herein, payment shall be made within thirty (30) days of receipt of Seller’s invoice, subject to any appropriate adjustment for failure of Seller to meet the requirements of this Purchase Order. Buyer’s payment of Seller’s invoice shall not constitute acceptance of the Goods or other failure of Seller to meet the requirements of this Purchase Order. Buyer may withhold from the amount due Seller any amounts that Buyer deems necessary to protect Buyer from loss, including but not limited to, damage to the Goods, assertion of any claim or lien against the Goods or the Project, or failure of the Goods to comply with this Purchase Order.
4. **Discounts** – Time in connection with any discounts offered by Seller will be computed from the latest of a) the scheduled delivery date, b) the actual delivery date, or c) the date an acceptable invoice is received. For the purpose of earning a discount, payment will be deemed to have been made on the date of mailing of Buyer’s check.
5. **Purchase Order Documents** - The Purchase Order Documents consist of a) this Purchase Order; b) the Prime Contract, consisting of the agreement between the Buyer and the Owner (or Prime Contractor, as appropriate), including the general conditions, supplemental conditions, special conditions, plans, drawings, specifications, addenda, change orders, and modifications; and c) modifications to this Purchase Order. Each of the Purchase Order Documents is incorporated herein by reference and are a part of this Purchase Order. This Purchase Order represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral.
6. **Performance** – Time and rate of delivery are of the essence of this Purchase Order. Seller shall make all deliveries in strict accordance with Delivery Dates indicated in this Purchase Order, or if no delivery date is specified in this Purchase Order, then all deliveries shall conform to the Buyer’s Project Schedule.
7. **Packing & Shipping** – Seller shall package and pack all Goods: a) in accordance with good commercial practice, b) in forms acceptable to common carriers for shipment at the lowest rate for the particular Goods, c) in accordance with I.C.C regulations, and d) adequately to insure safe arrival of the Goods at the named destination. Seller to mark all containers with necessary lifting, handling, and shipping information including Purchase Order numbers, project name, Seller’s part number, number of cartons and any special markings required by the Buyer. Seller to comply with all procedures and requirements required by all applicable Laws for the packing, packaging, notice and transportation if shipments contain hazardous materials. Seller to include a detailed and itemized packing list with each shipment. Seller to notify Buyer of intended shipment approximately one week prior to each and every shipment.
8. **Delivery** – Seller shall arrange for shipping of Goods, pay for all shipping charges, and provide and pay for insurance of Goods to F.O.B. point. Mode of shipment shall conform to Buyer’s instructions.  
Buyer has the right to refuse delivery if a) Seller fails to notify Buyer one week prior to delivery, b) delivery is made more than one week before the delivery schedule appearing on the face of this Purchase Order, or c) delivery is made more than one week after the delivery schedule appearing on the face of this Purchase Order. Seller shall notify Buyer promptly, in writing, of any delays (however caused) and of any actual or potential labor dispute that delays or threatens to delay the timely performance of this Purchase Order. If Seller is unable to complete performance at the time specified for delivery hereunder, by reason of strikes, labor disputes, riot, war, fire or other causes beyond the Seller’s reasonable control, then Buyer may, at Buyer’s option: a) elect to take delivery of the Goods in an uncompleted state and pay such proportion of the contract price as the work then completed bears to the total work required by this Purchase Order, b) cancel this Purchase Order without any liability whatsoever as to the balance of the Goods covered by this Purchase Order, or c) accept late delivery.
9. **Title and Risk of Loss** – Title to the Goods shall pass to Buyer at the earliest of the time of delivery to Buyer or upon payment by Buyer. Notwithstanding the foregoing, in all cases, the risk of loss shall remain with Seller until acceptance of Goods by Buyer at its designated delivery location.
10. **Taxes, Laws, and Authorities** – Seller shall comply with federal, state and local tax laws, ordinances, rules, regulations, and orders applicable to the manufacture, sale, and delivery of the Goods. Seller shall secure and pay for all necessary licenses and permits to carry on Seller’s performance under this Agreement. Seller shall comply with all laws, orders, citations, rules, regulations, manufacturer’s recommendations, industry standards, and statutes with respect to occupational health and safety and the handling, packaging, packing, transport, storage, and notice of hazardous materials. Seller shall provide Buyer with Material Safety Data Sheets, MSDS, OSHA Form 20.
11. **Changes** – Seller shall adhere strictly to the requirements of this Purchase Order unless Buyer authorizes a Change in writing. Buyer may make changes in any one or more of the following at any time: a) description, quality, or quantity of Goods; b) applicable drawings, designs or specifications; c) method of shipment or packing; d) place of delivery, or e) time of delivery.  
Seller must notify Buyer in writing, within ten (10) days of receipt of any Change if the Change causes an increase in the cost or the time required by the Seller for performance of this Purchase Order. After Buyer receives Seller’s notification of a request to increase the cost or time of performance then Buyer shall inform Seller if Buyer intends to make such Change. Buyer and Seller will then negotiate the amount of increase in cost and/or time and Buyer will issue a Modification to this Purchase Order.
12. **Inspection and Defective Goods** – Buyer will initially inspect all Goods provided hereunder within a reasonable time after delivery. Seller acknowledges that, because of the nature of the underlying construction Project, Buyer’s opportunity to fully inspect and test the Goods is limited until the Goods are put into service and/or use. Therefore, Seller agrees that Buyer shall perform final inspection and testing of the Goods during the start-up phase of the Project, and that Buyer has a right to revoke its earlier acceptance, if any, upon the performance of such final inspection and testing during the start-up phase of the Project.  
If any Goods covered by this Purchase Order are defective in material or workmanship or otherwise not in strict conformance with the requirements of this Purchase Order, Buyer may, by written notice to Seller: a) rescind this Purchase Order as to such Goods; b) accept such Goods at an equitable

## Great Falls Sewage Lift Station No.1 and Supplemental Forcemain Improvements

PO 214-XXXXXX

reduction in price; c) reject such Goods and require delivery of replacement Goods; or d) require the Seller to correct the Goods at Buyer's Project location. Seller will not be relieved from responsibility or liability for defects in the Goods or other failures to meet the other requirements of this Purchase Order despite Buyer's delay or failure to inspect or test the Goods or Buyer's acceptance of the Goods. Seller shall, at its own expense, promptly replace or correct all Goods that Buyer or Owner reject and/or deem defective. If Seller fails to promptly replace or correct the rejected or defective Goods then Buyer may: a) replace or correct such Goods and charge to Seller the cost thereof; b) rescind this Order as to such Goods due to the Seller's default; or c) require an equitable reduction in the price of the Goods.

13. **Warranty** - In addition to the warranties included in the Purchase Order Documents and any other express, or implied warranties, Seller warrants that the Goods furnished under this Purchase Order shall: a) comply with the requirements of this Order, including any drawings and specifications incorporated herein; b) be free from defects in title, workmanship and material; c) be free from defects in design; d) be free of rightful claim by any third person by way of infringement or the like; and e) be of merchantable quality and suitable for the purposes reasonably implied by this Purchase Order, the Purchase Order Documents, or otherwise made known by Buyer to Seller, for a period of one-year from the date of final acceptance.

In addition to any other rights Buyer may have, if Goods delivered pursuant to this Order are found not to be as warranted, then Buyer may return such Goods to Seller, at Seller's expense, for correction, replacement, or credit as Buyer may direct. Any items corrected or furnished in replacement shall also be subject to all provisions of this Purchase Order, to the same extent as items initially furnished. Buyer may require Seller to replace or rework non-performing Goods within a reasonable time after written notification by Buyer. Costs of rework, inspection, repackaging, and transportation shall be at Seller's expense.

Additionally, Seller shall replace, repair, or restore all other parts of the Buyer's work, Owner's Property, and any other real or personal property which is damaged or destroyed as a result of the Seller's defective Goods or the correction of Seller's defective Goods to the Buyer's and Owner's satisfaction and at Seller's sole cost and expense.

These warranty provisions shall survive any inspection, acceptance, payment, or termination of this Purchase Order. These warranties shall run to Buyer, the Project Owner, and the Project Owner's successors and assigns. Nothing herein shall limit Buyer's rights in law for damages resulting from Seller's delivery of defective Goods.

14. **Title, Patent, and Copyright** – Seller, as part consideration for this Purchase Order and without further cost to Buyer, hereby grants to Buyer an irrevocable, non-exclusive, royalty-free license to use and sell the Goods embodying any inventions, or discoveries made, conceived, or actually reduced to practice in connection with the performance of this Purchase Order.

Seller agrees to indemnify and hold harmless and defend Buyer and its successors and assigns against any loss, damage, liability claims, suits or other proceedings brought against Buyer or its successors and assigns for actual or alleged infringement of any patent, copyright or trademark arising out of the use or sale of the Goods delivered hereunder. Seller shall pay and discharge all settlements, judgments, decrees, and awards rendered due to these claims, suits or proceedings and all associated losses and other costs. Seller shall bear all expenses and legal fees (including Buyer's) due to these claims, suits, or proceedings. If any injunction is issued as the result of any such infringement, Seller agrees, at Buyer's option, to a) refund to Buyer the amounts paid to Seller for the Goods covered by the injunction; or b) furnish Buyer with acceptable and non-infringing Goods.

15. **Assignment** – This Purchase Order is not assignable or transferable by Seller without the prior written consent of the Buyer. Nor shall Seller pledge or assign payments or any right to payment or other right under this Purchase Order without the written consent of Buyer. Any attempted assignment or transfer by the Seller shall be void and without effect, unless such assignment or transfer had been approved in writing by the Buyer. Buyer may assign this Purchase Order or its rights and obligations under this Purchase Order at any time without the consent of the Seller.

16. **Applicable Law** – This Purchase Order will be governed by the laws of the State of Washington, without regard to its conflicts of law provision. Neither Buyer nor Seller shall cease its obligations under this Purchase Order during any dispute resolution proceedings, except by mutual agreement.

17. **Arbitration/Litigation** – All claims, disputes, and other matters in question between Seller and Buyer arising out of this Purchase Order shall be decided exclusively in Superior Court in King County, Washington unless the Buyer elects to invoke its right, which Seller grants to Buyer, to require that any such claim be arbitrated. The right to invoke arbitration of a particular claim or dispute, is only granted to Buyer, and Seller hereby consents to arbitrate any such claim if Buyer so elects. However, Seller agrees that Seller does not have any right on its own to invoke arbitration and that Buyer does not consent to arbitration until such time as Buyer makes a written arbitration demand regarding a particular dispute or claim. In the event Buyer demands arbitration, it shall be before a single mutually agreed upon neutral arbitrator. If the parties are unable to agree on an arbitrator, then either party may apply to King County Superior Court and request that the Court appoint one. In any dispute between Buyer and Seller, the prevailing party shall be awarded its reasonable attorneys' fees and all litigation/arbitration expenses, including but not limited to expert witness fees.

18. **Unenforceable Provisions** – If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms, provisions, covenants and conditions (and all parts thereof) shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The parties intend that each term of the Purchase Order shall be enforced to the extent not prohibited by law.

**PROJECT SUMMARY SHEET:**  
**LIFT STATION NO. 1 REPAIRS AND SUPPLEMENTAL FORCEMAIN, O.F. 1758.1**  
**FY 2023 Capital Improvement Plan**  
**Current as of: October 30, 2024**

**Description:** *Phase 1:* Lift Station No. 1, constructed in 1976, is the City's second largest pumping station, pumping approximately 40-45% of all raw wastewater throughout the city to the wastewater treatment plant (WWTP). The current stormwater pumps and associated ball valves are deteriorating and parts are no longer available for needed repairs. The bar screen, installed in 1986, has difficulty screening rags/debris during high flows due to its large  $\frac{5}{8}$ " screen openings, while modern screens are either  $\frac{1}{4}$ " or  $\frac{3}{8}$ ". The exhaust fan is vital for safely removing H<sub>2</sub>S (Hydrogen Sulfide) from the building and it is currently at its end of life cycle. The wet well repairs and replacement of six sluice gates since two of the gates no longer operate due to corrosion and the other four gates are approaching the same condition.

*Project status update: based on the cost associated with the horizontal drilling to complete the river crossing, this project has been divided into two phases. Phase One will complete upgrades and improvements in Lift Station No. 1 and Phase Two will complete the underground horizontal crossing of the Missouri River.*

*Phase 2:* The existing Lift Station No. 1 (LSI) force main was constructed in 1979 and is the only river crossing for this section of the City's sewer collection system. The forcemain was installed in 1979 to replace a 20-year-old cast iron pipe that ruptured within the river channel. Should the 1979 forcemain fail, similar to the October 1978 event, the station would again discharge raw sewage to the Missouri River until a new main was installed, which would likely take several-months.

**Justification:** *Phase 1:* The renovation of Lift Station No. 1 provides future reliability of pumping an average of 3.63M gallons daily of raw wastewater to the WWTP, minimizing the risk of service interruption, wastewater bypassing to the Missouri River, regulatory exposure, and environmental damage associated with aging equipment.

*Phase 2:* The construction of a redundant force main provides resilience and reliability in this segment of the City's critical infrastructure, minimizing the risk of service interruption, regulatory exposure, and environmental damage associated with having a single point of failure.

**Scope:** *Phase 1:* Upgrades and repairs to Lift Station #1 include replacing stormwater pumps, bar screen, internal water system replacement, wet well repairs, exhaust fan replacement, door replacement, installing generator, automatic transfer switch, and miscellaneous concrete repairs.

*Phase 2:* Install 2,100 linear feet of 24" sanitary sewer force main and all work necessary to complete the installation and connect Lift Station #1 to the WWTP.

**Added to CIP:** 1<sup>st</sup> FY2023/FY2024

**CIP Timeline:** ~~Construction FY2024;~~ Pushed to 2025 due to design issues; equipment procurement & long lead times

**Cost:**

- CIP programmed: \$150,000/FY23 \$7,650,000/FY24
  - o 60%: \$15,553,892.45
  - o 90%: \$9,653,598.73 (Project was then split into two Phases)
- Current Working Estimate: ~~\$9.3M;~~ \$9.0M
- Awarded Cost: \$1.3M – Eng (TD&H); \$265,000 – GCCM (Preconstruction Phase)
- Final Cost: TBD



**PROJECT SUMMARY SHEET:**  
**LIFT STATION NO. 1 REPAIRS AND SUPPLEMENTAL FORCEMAIN, O.F. 1758.1**  
**FY 2023 Capital Improvement Plan**  
**Current as of: October 30, 2024**

**Funding Source(s):** ARPA Competitive Grant \$2,000,000, ARPA MAG \$3,854,585, \$2,000,000 Sanitary Sewer

- Funding Match Requirements: 50% ARPA Competitive requirements

**Planned Execution Method:** General Contractor/Construction Manager

**Planned Construction CY:** ~~Winter 2023~~ Spring 2025 to Fall 2026

**Current Project Stage (Estimated Completion Date):** Project has design contract with TD&H and preconstruction contract with Prospect Construction. Project at 100% design. Transitioning to construction phase. City Staff asking Commission approval to modify Prospect’s preconstruction agreement to do two “Early Work Amendments” to purchase valves and Vertical Pumps. City Staff working with TD&H on the Professional Service Agreement (PSA) for Construction Services and also with Prospect on Construction Contract and Guaranteed Maximum Price for project, all of which will go before Commission for approval. Estimated construction completion is Fall 2026.

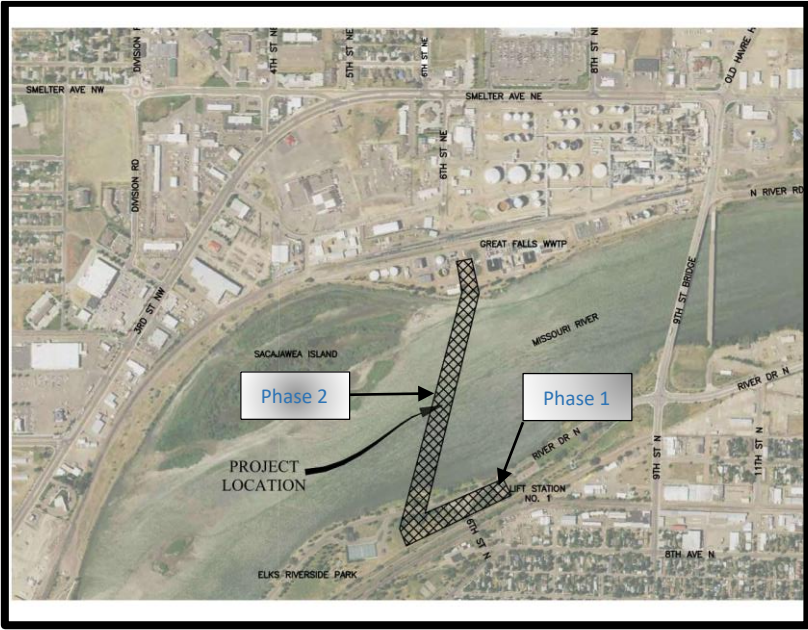
Planning (Fall 2023), 100% Design (September 2024), Construction (TBD), Warranty (TBD)

- Design and Construction Method: GCCM
- Consultant: TD&H
- Contractor: Prospect Construction

City Commission Approvals Summary:

- PSA with TD&H (January of 2022)
- GCCM Resolution (April 2023)
- Preconstruction Agreement with Prospect Construction (September 2023)
- Early Work Amendments (11/6/2024 Agenda Report)
- Construction PSA with TD&H (December 2024 or January 2025)
- Construction Contract including GMP with Prospect Construction (December 2024 or January 2025)
- Future Change Orders (if required)
- Phase 2 Components (2028, depending on funding)

**Map & Site Pictures:**





Commission Meeting Date: November 6, 2024

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Pre-Procurement of Project Equipment: Lift Station No. 1 Repairs, OF 1758.1

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Christoff Gaub, Public Works Director

**Action Requested:** Approve an Early Work Amendment – Procurement Agreement with Prospect Construction, Inc. for Pre-Procurement of Project Equipment for the Lift Station No. 1 Repairs Project

**Suggested Motion:**

1. Commissioner moves:
 

“I move that the City Commission (approve/not approve) an Early Work Amendment – Procurement Agreement to Prospect Construction, Inc. for Pre-Procurement of Project Equipment in the Amount of \$1,081,777.98 for the Lift Station No. 1 Repairs Project and authorize the City Manager to execute the Agreement Documents.”
2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

**Staff Recommendation:** City Commission approve the Early Work Amendment – Procurement Agreement with Prospect Construction, Inc. for Pre-Procurement of Project Equipment for the Lift Station No. 1 Repairs and Supplemental Force Main Project.

**Background:** This Project will implement recommendations from the June 2021 *“Feasibility Study for Sewage Lift Station No. 1 Supplemental Forcemain”*, including improvements and repairs to Lift Station #1 (LS1), which pumps sanitary wastewater across the Missouri River to the City’s Wastewater Treatment Plant (WWTP). On April 16<sup>th</sup>, 2024, staff facilitated a Work Session to discuss a \$9 million budget shortfall that was discovered during the design phase of the project. The General Contractor Construction Manager (GCCM) identified the budget discrepancy well before construction started and as a result the scope of the project was modified to focus on LS1 improvements in Phase 1. A future Phase 2 project will focus on the forcemain.



The design phase is near completion and City staff, TD&H, and Prospect Construction Inc. recommend moving forward with pre-procurement of long lead time equipment necessary for the project. Early procurement decreases the schedule and allows for greater quality control of equipment. Pre-procurement items consist of project specific pump control valves, panels, and associated services that total a not-to-exceed amount of \$1,081,777.98. Prospect Construction Inc. will be responsible for the scheduling, delivery, and storage of the equipment until it is installed. The project has received approximately \$5.9 million in ARPA grants, which have a spending deadline of December 31, 2025. This pre-procurement effort, in part, will help to ensure that ARPA dollars are spent prior to the deadline.

The project team recommends that the Commission approve sole source procurement by the distributor Morrison Pump Company and Border States (through Integrity Pump Solutions), a business unit of Patterson, for this agreement, as it is in the best interest of the City to replace existing Patterson equipment with equipment from the same vendor. Additionally, Variable Frequency Drives and associated systems are proposed to be sole sourced from Allen Bradley. The city has accumulated spare parts for these systems to keep critical system infrastructure functional and reliable. Use of these products will ensure simplicity of programming, maintenance, and existing systems integration. Additional information regarding this Agreement and justification for sole sourcing this equipment is included in the attachments.

**Workload Impacts:** There are no foreseen adverse impacts to workloads for City staff with the approval of this item. Public Works staff will continue to provide project management and collaboration support for the project. TD&H will review shop drawings and other submittal items to ensure the pre-procured items are in conformance with the design and specifications. Prospect Construction Inc., will facilitate the pre-procurement.

**Fiscal Impacts:** The project has been selected, prioritized and executed in accordance with the Public Works Capital Improvements Program. State ARPA Minimum Allocation Grant funds (\$3,854,585.00), State ARPA Competitive Grant funds (\$2,000,000.00), and the remainder being provided by the City sewer treatment funds are programmed for funding this project.

**Alternatives:** The Commission could choose not to award the Early Work Amendment – Pre-Procurement Agreement to Prospect Construction, Inc. This could lead to missing the 12/31/2025 deadline for spending ARPA grant funds and/or burdening the City with expenses intended to be covered by grant funding.

**Concurrences:** The Public Works Department, Legal Department, TD&H and Veolia support the recommended Agreement approval.

**Attachments/Exhibits:**

Project Vicinity Map  
Sole Source Justification Form  
Early Work Amendment – Pre-Procurement Agreement  
Project Summary Sheet

# 1758.1 Lift Station No. 1 Repairs and Supplemental Force Main



Tracking # \_\_\_\_\_

# CITY OF GREAT FALLS REQUEST FOR SOLE SOURCE

DATE: 10/1/2024 DEPARTMENT: Public Works

REQUESTOR: Jesse Patton PHONE NUMBER: 406-771-1258

BUSINESS NAME: Integrity Pump Solutions, Inc.

CONTACT: Matt Clemens PHONE NUMBER: 208-649-8333

EMAIL ADDRESS: [mattc@ipspumping.com](mailto:mattc@ipspumping.com)

ADDRESS: 504 Millennium Park Lane Suite 101

CITY: Caldwell STATE: ID ZIP CODE: 83605

### SOLE SOURCE REQUEST PURPOSE:

Pumps & Variable Frequency Drives (VFD's) for Sewage Lift Station #1 "Stormwater Pumps".

### SOLE SOURCE JUSTIFICATION:

Lift Station #1 is an existing facility with large Patterson stormwater vertical turbine style pumps. After extensive research, it has been determined by the design engineer that replacement pumps of the same dimension and capacity are only now manufactured by Morrison Pump Company, a business unit of Patterson. To limit the potential for extensive structural modifications to the existing pump sole plate connections and header piping, we recommend sole source procurement from the Morrison dealer, IPS. In addition, the City's water and wastewater facilities utilize Allen Bradley controls and VFD's and Veolia has requested sole sourcing of these manufacturers for programming, maintenance, and existing systems integration. Additionally, Veolia has accumulated many spare parts for these systems to keep critical system infrastructure functional and reliable. It is recommended that the pump supplier, IPS, provide the VFDs in addition to the pumps to ensure compatibility. The approximate cost for the pumps & VFDs is \$950,000.

### Special Cases for Sole Source Purchases:

Bids or quotes are not required where it is in the best interest of the City to maintain a compatible and/or reliable system provided by a single vendor or professional. The sole source form must be provided to the Finance Department for approval prior to purchase.

- a. These requirements for purchases of supplies/equipment and services over \$80,000 may be waived by the City Manager. Approval must be documented and obtained PRIOR to purchase.
- b. The above applies where:
  - i. There is only one source for the supply or service of the item ( i.e. a vendor's warranty service, exclusive vendor required maintenance agreements), or
  - ii. Only one source is acceptable or suitable for the supply or service item, or
  - iii. The supply or service must be compatible with current supplies or services, or
  - iv. A collective bargaining agreement or other contract requires the utilization or employment of a specific good or professional.
- c. Where state and local law require a good or service to be provided by a specific entity (Election Administration, Detention Center Fees, etc.), quotes are not required.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



**Early Work Amendment – Procurement Agreement**  
Great Falls Sewage Lift Station No. 1 and Supplemental Forcemain Improvements  
Office File No. 1758.1

**Vertical Stormwater Pumps and Variable Frequency Drives – Procurement Scope**

**Between**

Prospect Construction, Inc.

and

The City of Great Falls

**This Early Work Amendment – Procurement Agreement (“Agreement”)** is entered into on this day of \_\_\_\_\_, 2024, by and between the City of Great Falls (“City”) and Prospect Construction, Inc. (“Contractor”), collectively referred to as the “Parties,” for the purpose of authorizing the procurement and related services for a standby diesel generator and associated automatic transfer equipment.

**1. Scope of the Agreement**

Under this Agreement, the City authorizes the Contractor to procure the following equipment, as outlined in the proposals contained herein from Morrison Pump Company and Border States (through Integrity Pump Solutions):

- Three (3) Morrison Model VPT-24-21 Pumps
- Three (3) 200 HP @ 900 RPM VSS Motors, Inverter Duty
- Three (3) 200 HP ND 480V N12 NEMA 12 Variable Frequency Drives

This Agreement shall include the following services and responsibilities:

**1.1 Pre-Submittal Coordination**

- a. The Contractor shall coordinate with all applicable vendors to obtain and review pre-submittal documents related to the equipment listed above
- b. The Contractor shall negotiate and issue purchase order contracts to vendors. Purchase Contracts shall generally follow the Contractor’s standard purchase order contract contained in Exhibit B.
- c. Through the course of negotiations with the applicable vendor, terms and conditions of the contract may be negotiated and subject to modification. Final purchase order contract terms shall be approved by the City prior to full execution. The terms and conditions of the purchase order contract accepted by the city shall be incorporated into this agreement, so that the contractual terms

required of the Contractor are identical to the terms and conditions required of the Vendor.

1.2 Submittal Coordination and Review

- a. The Contractor shall coordinate all equipment submittals and resubmittals from vendors to facilitate a timely review and approval by the City, or City's authorized Design Consultant.
- b. The Contractor shall serve as the liaison between the City and vendors to resolve any issues that may arise during the submittal process.

1.3 Shipping and Unloading Coordination

- a. The Contractor shall coordinate the shipping and transportation logistics for the equipment to the project site.
- b. The Contractor shall arrange labor and equipment for the unloading and inspection of the equipment upon arrival to the site.

1.4 Manufacturer's Warranty

- a. All equipment listed above shall be covered by the manufacturer's warranty as listed in the associated proposals.
- b. Contractor shall assist the City in pursuing remedies that fall within the warranty program associated with each piece of equipment.

1.5 Manufacturers Onsite Services

- a. The Contractor shall coordinate with the manufacturers associated with each type of equipment to perform post-installation verification and support/witness equipment testing required in specifications.
- b. All other testing shall be completed and compensated for under the Construction Contract Agreement.

**2. Compensation Under the Agreement**

The City agrees to compensate the Contractor for the procurement services outlines in this Agreement. Compensation shall be equal to the costs incurred by the Contractor, plus the Contractor’s fee for services rendered. The Contractors’ fee shall be calculated as 5% of the Total Not-to-Exceed Costs outlined herein, minus the cost of Procurement Agreement Contingency and the Contractor’s Fee itself. The following line items comprise not-to-exceed costs associated with this agreement. Cost over-runs on any individual line-item(s) may be applied to other line items at the Contractor’s sole discretion, so that any individual line item may exceed the associated amount included in the budget, but the total cost of work shall not exceed the total not-to-exceed cost of this proposal.

Pre-Submittal Coordination .....	\$2,400.00
Submittal Coordination and Review .....	\$4,800.00
Shipping and Unloading Coordination .....	\$12,000.00
Purchase of (3) Morrison Vertical Pumps Model VPT-24-21 .....	\$728,000.00
Including (3) 200 HP VSS Motors, Inverter Duty .....	*included in above
Cost of Morrison Onsite Services .....	*included in above
Cost of Vertical Pump Freight .....	*included in above
Purchase of (3) Allen Bradley PF753 200HP ND 480V Drives.....	\$214,934.52
Cost of Allen Bradley Onsite Services .....	\$17,250.00
Cost of AB Drive Freight.....	\$4,050.00
Procurement Agreement Contingency (5%).....	\$49,171.73
General Contractor Fee .....	\$49,171.73
<b>Total Not-to-Exceed Cost .....</b>	<b>\$1,081,777.98</b>

**3. Roles and Responsibilities**

Contractor:

- Contractor agrees to remain responsible for equipment procurement until the equipment is successfully delivered onsite
- It is the intent of the Parties that the equipment is to be incorporated into the “Great Falls Sewage Lift Station No. 1 and Supplemental Forcemain Improvements” project (“Project”).
- Once the Construction Contract Agreement is executed for the Project, the responsibility of the equipment will be the Contractor’s until installation and acceptance of the equipment.
- The contractor shall make all good-faith-efforts to procure the equipment in accordance with the project schedule. Contractor shall not be liable for procurement delays due to supply chain issues, Acts of God, design or re-design related issues, or other unforeseen circumstances that are of no fault of the contractor.

Owner:

- If a construction contract is not executed between the City and the Contractor, the City will assume all ownership, control, and responsibility for the equipment after it is successfully delivered to the site.



- Owner will ensure it, or its retained consultant, processes submittal reviews in a timely manner to ensure the continuing progress of procurement. Initial equipment submittal reviews shall be returned within 14 calendar days of receipt, unless otherwise agreed by the Parties, and all subsequent submittal reviews shall be returned within 7 calendar days. Prospect Construction reserves the right to claim reasonable additional time or reasonable additional cost associated with not maintaining these timelines.

#### **4. Governing Law**

This agreement and each of its provisions shall be governed by and construed and interpreted according to all applicable federal laws, state statutes, and CITY ordinances and regulations. Any dispute arising from this contract shall be governed solely and exclusively by Montana law.

#### **5. Forum Selection and Personal Jurisdiction**

Any dispute arising from this contract which rises to the level of a lawsuit shall be solely and exclusively filed in, conducted in, and decided by the courts located in Cascade County, Montana or by the federal courts located in Montana. As such, the Parties also agree to exclusive personal jurisdiction in such courts located in Montana.

#### **6. Exceptions and Exclusions**

- Morrison has included 4 site visits, estimated at three days each, by a factory engineer or authorized representative for installation verification and equipment commissioning. Any additional costs for visits or testing necessary to meet specification requirements, shall be paid for from the “Procurement Agreement Contingency” associated with this Early Work Amendment.
- Border States/Integrity Pump Solutions has included 3 site visits by an Allen Bradley authorized representative for installation verification and equipment commissioning. Any additional costs for site visits or testing necessary to meet specification requirements shall be paid from the “Procurement Agreement Contingency”

This Agreement shall be binding upon the Parties once it has been signed by authorized representatives.

**The City of Great Falls**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Prospect Construction, Inc.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



September 19, 2024

Mr. Ethan Starbuck  
Prospect Construction, Inc.  
2605 W. Broadway Unit B  
Missoula, MT 59808

MPC No. Q73086C

**RE: Quotation for Patterson Replacement Pumps, Great Falls Stormwater Pumps #1, #2, #3  
Morrison Vertical Turbine Pumps VPT-24-21, each providing 8,400 GPM @ 65 Ft TDH**

Dear Ethan,

Along with our local representative, Integrity Pump Solutions, we are pleased to provide this updated quotation for Patterson Direct Replacement Pumps for Storm Pumps #1, #2, and #3 at the City of Great Falls 6<sup>th</sup> Street Pump Station. This quotation is an update from our quotation Q73086B dated June 25, 2024, with following minor adjustments:

1. We are in full compliance with Construction Plans, Bid Set September 2024, and with 100% Submittals, Specification 11200.
2. We are NOT offering the Allen Bradley VFDs, but will coordinate with the supplier to ensure compatibility with the Electric Motors.
3. Compliance with Factory & Field Testing Requirements, including Manufacturer's Start-Up Services. This includes additional costs for the specified torsional and lateral vibration analysis (3 visits) and additional costs for the field performance testing specified.
4. We have included Spare Parts as specified, and added costs for 3 year pump warranty as required.
5. We can confirm that we will provide Preliminary Submittals within 2 weeks from receipt of acceptable PO.

We are quoting Morrison Vertical Pumps Model VPT-24-21, which will be a direct replacement fit of the existing 18x24 CAFV Patterson Pumps, connecting to the same 24" discharge pipe flange, mounting to the same sole plate, and operating with similar performance characteristics, and in compliance with the Plans and Specifications provided.

Enclosed please find our detailed Scope of Work, Pricing with Terms of Conditions of Sale. Our pricing and schedule is valid for 30 days. You can contact me at [michael.murazzi@morrisonpump.com](mailto:michael.murazzi@morrisonpump.com) if you have any questions.

Sincerely,



Michael R. Murazzi, B.S.M.E.  
Vice President

### SCOPE OF SUPPLY – Equipment & Services included

#### **Equipment & Services Included:**

- Qty 3, Morrison Vertical Pumps, Model VPT-24-21 providing 8,500 GPM @ 65.0 Ft. Pumps are product-lubricated and include forged 316L stainless steel francis-vane impellers, duplex stainless steel shafting, 316SS intakes with 42” suction umbrellas, and 24” flanged discharge. Spare parts are included. Sole Plates not included.
- Qty 3, Vertical Electric Motor, 200 HP @ 900 RPM (8-pole), Inverter Duty, TEFC enclosure, NEMA B design, Class F insulation, 40°C ambient, 460/3/60, thrust bearings, 120VAC space htrs, a vibration switch, n.c. winding thermostats, NRR.
- Thorough Pump Submittals including 3D Pump Layout Drawings, General Dimensions, Parts Details, Installation Details, Pump Performance Curves, Engineering Data & Calculations.
- Complete Dynamic Analysis of Pump/Motor Rotating Assembly, Motor Drawings & Performance Data.
- Installation, Operation & Maintenance (IOM) Manuals provided 30 days prior to shipping.
- Unwitnessed Factory Pump Performance Testing per ANSI/HI 14.6-2022 per Appendix A and K, in our scaled open sump test lab, providing factory certified pump curves.
- Unwitnessed Basic Factory Motor Testing. Short Commercial Test Reports provided.
- 3-Year Manufacturer’s Extended Pump Warranty, from delivery to site. Electric Motor warranty is limited to 12 months after start-up.
- Field Support from Morrison factory personnel or authorized representative to meet specifications. This includes installation verification, pump start-up, and field testing on all three (3) Morrison Pumps. Terms & conditions of field support are provided.

#### **Clarifications & Exclusions:**

- Freight to site is included. Equipment off-loading at-site and all installation by others. Pumps and Electric Motors shall be shipped separately.
- Mounting/anchoring are by others per our drawings.
- All wiring/terminations of electric motors & accessories by others. Motor oil to be provided by others.
- A Morrison Engineer or authorized representative shall be on site for Field Testing of all three Pump Units (Pumps + Motors). Capacity, Head, Speed, Voltage and Amperage readings requested will be taken with existing system instrumentation, as it may not be feasible to modify the system (piping, etc.) for the requested field data. A 2% accuracy as specified may not be feasible, as this depends on the existing system configuration & instrumentation.
- Morrison shall provide only items and services specifically indicated in this scope.

**PRICING AND TERMS OF DELIVERY**

Morrison Pump Company is pleased to provide the following per our Standard Terms & Conditions of Sale:

<b><u>Description</u></b>	<b><u>Total Price</u></b>
<b>Qty 3, Morrison Vertical Pumps Model VPT-24-21                      each providing 8,400 GPM @ 65 Ft TDH, at 892 RPM.                      Qty 3, 200 HP @ 900 RPM, VSS Motors, TEFC, Inverter Duty.                      Includes all equipment &amp; services in our Scope of Supply.</b>	<b><u>\$ 728,000.--</u></b>

Pricing includes equipment, submittals, testing, & documentation as detailed in our Scope of Work. Pricing is net not including applicable sales taxes. Delivery to site in included.

**Payment Terms:**

Per our Standard Terms & Conditions of Sale, with credit approval.

- 25% down payment upon submittal approval and notice to commence manufacture.
- 70% with delivery to site (partial deliveries permitted).
- 5% after commissioning, not to exceed 120 days after delivery.

**Delivery:**

Equipment lead lime approximately 36 to 40 weeks after approval of submittals.

**Field Service:**

Included are four (4) separate site visits by a Morrison factory engineer or authorized representative for installation verification and equipment commissioning. Each visit is estimate at three days. Visit 1 is for installation verification of all three (3) pumps. Visits 2, 3, & 4 are for start-up and testing of each pump, as separate visits. We require 10 days advance notice to coordinate travel, etc. If additional time/days are requested, they will be invoiced at our standard service rate.

# ABS Quality Evaluations

## Certificate Of Conformance

This is to certify that the Quality Management System of:

### Patterson Pump Company

#### Main Site

2129 Ayersville Rd.  
Toccoa, GA 30577  
U.S.A.

has been assessed by ABS Quality Evaluations, Inc. and found to be in conformance with the requirements set forth by:

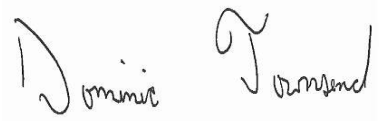
### ISO 9001:2015

The Quality Management System is applicable to:

**DESIGN, MANUFACTURE AND SERVICE OF PUMPS AND FABRICATION OF ASSOCIATED EQUIPMENT AND OTHER STRUCTURAL METAL PRODUCTS**

This certificate may be found on the ABS QE Website ([www.abs-qe.com](http://www.abs-qe.com)). For certificates issued in the People's Republic of China information may also be verified on the CNCA website ([www.cnca.gov.cn](http://www.cnca.gov.cn)).

Certificate No:	57212
Certification Date:	24 January 1996
Effective Date:	03 November 2022
Expiration Date:	23 January 2026
Revision Date:	03 November 2022

  
 Dominic Townsend, President



Validity of this certificate is based on the successful completion of the periodic surveillance audits of the management system defined by the above scope and is contingent upon prompt, written notification to ABS Quality Evaluations, Inc. of significant changes to the management system or components thereof.

ABS Quality Evaluations, Inc. 1701 City Plaza Drive, Spring, TX 77389, U.S.A.  
Validity of this certificate may be confirmed at [www.abs-qe.com/cert\\_validation](http://www.abs-qe.com/cert_validation).



# ABS Quality Evaluations

## Certificate Of Conformance

This is to certify that the Quality Management System of:

**Morrison Pump Company**

**2514 Hollywood Boulevard #105**

**Hollywood, FL 33020**

**U.S.A.**

has been assessed by ABS Quality Evaluations, Inc. and found to be in conformance with the requirements set forth by:

**ISO 9001:2015**

The Quality Management System is applicable to:

**Sales and design of pumps and associated equipment**

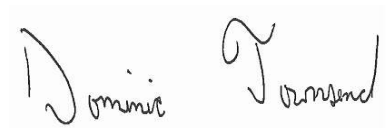
The validity of this certificate is contingent upon maintenance of multi-site certificate 57212 issued to Patterson Pump Company

Certificate No: 57212-100123

Effective Date: 03 November 2022

Effective Date: 23 January 2026

Revision Date: 03 November 2022



Dominic Townsend, President

Validity of this certificate is based on the successful completion of the periodic surveillance audits of the management system defined by the above scope and is contingent upon prompt, written notification to ABS Quality Evaluations, Inc. of significant changes to the management system or components thereof.

ABS Quality Evaluations, Inc. 1701 City Plaza Drive, Spring, TX 77389, U.S.A.  
Validity of this certificate may be confirmed at [www.abs-qe.com/cert\\_validation](http://www.abs-qe.com/cert_validation).



## STANDARD TERMS AND CONDITIONS OF SALE (Orders)

The following Terms and Conditions (the "Terms") are applicable to the sale and/or provision of all goods supplied and/or services rendered ("Goods") by Patterson Pump Company ("Patterson") to any purchaser thereof ("Buyer").

**GENERAL:** These Terms, together with any quotation, proposal, acknowledgement or invoice from Patterson, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods by Patterson to Buyer, unless otherwise agreed by Patterson in writing. These Terms supersede all other communications, negotiations, and all prior oral or written statements, regarding the subject matter hereof.

**ACCEPTANCE:** Except as otherwise agreed to in writing by Patterson, acceptance of this order is predicated upon the following terms and conditions and any additional and/or different terms of Buyer's purchase order documents referenced therein are rejected and shall not become a part of this order. Order fulfillment or actions toward fulfillment does not constitute acceptance of Buyer's terms and conditions. Patterson reserves the right in its sole discretion to refuse orders.

**ASSIGNMENT:** The rights of Buyer hereunder shall neither be assignable nor transferable without the prior written consent of Patterson.

**PRICE:** Prices are subject to escalation in accordance with the applicable Bureau of Labor Statistics (BLS) indexes based on the period from date of order to date of shipment. This shall apply unless otherwise agreed to in writing by Patterson.

**TERMS OF PAYMENT:** Unless otherwise agreed by Patterson in writing, the terms of payment shall be net thirty (30) days from date of invoice. Buyer shall make all payments in US dollars.

If Buyer delays shipment, payments based on date of shipment shall become due as of the date when ready for shipment. If Buyer delays completion of manufacture, Patterson may elect to require payment according to percentage of completion. Equipment held for Buyer shall be at Buyer's risk and storage charges may be applied at the discretion of Patterson.

Accounts past due shall bear interest at the highest rate lawful to contract for but if no limit is set by law, such PAST DUE INTEREST SHALL BE 1.5% PER MONTH. Patterson reserves the right to withhold shipment or to require other adequate assurances of performance of Buyer's payment obligations as Patterson in its discretion may require, notwithstanding any order confirmation issued by Patterson. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts.

Buyer waives its right to set-off against claims it may have against Patterson and shall not withhold payment for any reason without the prior written consent of Patterson.

Backcharges shall not be unilaterally assessed by Buyer. Backcharges, if any, must be mutually accepted by both parties in writing.

**INSOLVENCY OF BUYER:** If any proceeding is initiated by or against Buyer under any bankruptcy or insolvency law, or in the judgment of Patterson the financial condition of Buyer, at the time the equipment is ready for shipment, does not justify the terms of payment specified, Patterson reserves the right to require full payment in cash prior to making shipment. If such payment is not received within fifteen (15) days after notification of readiness for shipment, Patterson may cancel the order of any unshipped item and require payment of reasonable cancellation charges.

**TAXES:** Unless otherwise agreed by Patterson in writing, prices quoted do not include freight, insurance, installation costs, special packaging or any sales, use, excise, VAT or similar taxes. Taxes imposed by any federal, state, county, city or municipal law on the Goods in locations where Patterson collects and remits such taxes will be added to the invoice unless a fully completed and executed tax exemption certificate is received by Patterson with the order.

**CHANGES, CANCELLATION:** This order scope, price or schedule cannot be changed or cancelled except with the prior written consent of Patterson and upon terms which will indemnify Patterson against all loss occasioned thereby.

Buyer shall compensate Patterson for all additional costs incurred due to changes in design, specifications, modification, or revision of any order or product. Patterson reserves the right to substitute materials and/or modify specifications of an order to the extent required to comply with any governmental law or regulation.

Orders subject to approval prior to manufacture may be cancelled without cancellation fee providing cancellation is received by Patterson in writing prior to receipt of approval to manufacture. Orders not subject to such approval may not be cancelled except upon written notice and upon payment to Patterson of Patterson's cancellation fee, which shall include all costs and expenses incurred by Patterson prior to the receipt of the cancellation notice including, but not limited to, all received or in-process materials which cannot be restocked, all supplier and subcontractor restocking fees, all commitments to Patterson's suppliers and subcontractors, all fully burdened labor and overhead expended by Patterson, storage charges and a reasonable profit charge. Such cancellation fee could equal the total price of the order. Patterson's determination of such cancellation fee shall be conclusive.

**RETURNS:** Goods may be returned only after specifically authorized in writing by Patterson. Buyer will be charged for placing returned goods in a saleable condition, plus any sales expenses then incurred. In addition, Buyer will pay a restocking charge determined appropriate by Patterson as well as all outgoing and incoming transportation costs.

**INSPECTIONS AT PATTERSON:** Inspection of Goods in Patterson's plant by Buyer or Buyer's representative will be permitted insofar as the inspector complies with all safety and security requirements and that such inspection does not unduly interfere with Patterson's production workflow. Complete details of the inspection Buyer desires must be submitted to Patterson in writing in advance.

**SHIPPING, TITLE AND RISK OF LOSS:** Unless Buyer and Patterson agree otherwise in writing: (a) Goods will be packaged as Patterson may deem proper for protection against normal handling, and extra charges will be made for preservation, waterproofing, crating, export boxing and similar added protection of goods; (b) routing and manner of shipment will be at Patterson's discretion. Standard freight term shall be FCA Factory. Title and risk of loss passes to Buyer upon shipment readiness in accordance with the freight term. Freight costs shall be as detailed in the quotation. Buyer shall inspect the Goods upon receipt. Claims for shortages will be deemed to have been waived if not made in writing within ten (10) days after the receipt of the Goods in respect of which any such shortage is claimed. A claim for loss or damage in transit must be entered with the carrier and prosecuted by Buyer. Acceptance of Goods from a common carrier constitutes a waiver of any claims against Patterson for delay or damage or loss.

**DELIVERY AND DELAYS:** Except as otherwise agreed to in writing by Patterson, in the absence of exact shipping instructions, Patterson will use its discretion regarding the best means of shipment and on or near the date defined in Patterson's order acknowledgement. No liability will be accepted by Patterson for so doing. All transportation charges are at Buyer's expense. Offloading and handling is by Buyer at Buyer's expense. Time of delivery is an estimate only and is based upon the receipt of all information and necessary approvals. The shipping schedule shall not be construed to limit Patterson in making commitments for materials or in fabricating articles under this order in accordance with Patterson's normal and reasonable production schedules. Patterson may make partial shipments to Buyer and Buyer shall pay for the shipped portion of the order.

Patterson shall not be liable for damages or delays in delivery or failure to manufacture or deliver due, directly or indirectly, to (a) causes beyond its reasonable control; (b) acts of God, acts of Buyer, acts of any civil or military authority, fires, strikes, labor disputes, earthquakes, floods or other weather conditions, accidents, epidemics, wars, riots or other civil disturbances, or delays in transportation; or (c) delays or defaults by Patterson's suppliers or subcontractors or other inability to obtain necessary labor, fuel, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

No provision for liquidated damages for any cause shall apply under this order. Buyer shall accept delivery within fourteen (14) days after receipt of notification of readiness for shipment. In the event Buyer does not accept delivery within that time, Patterson

shall have the right to charge Buyer for storage at its standard rate per month or any part thereof.

Delivery dates cannot be altered by Buyer without Patterson's prior written consent. Any extension of the delivery date by Buyer will be subject to storage charges as determined by Patterson, interest charges, and any applicable price increases.

**OPERATING CONDITIONS AND ACCEPTANCE:**

Recommendations are made upon the basis of operating conditions specified by Buyer. If actual conditions are different from those specified and performance of the equipment is adversely affected thereby, Buyer will be responsible for the cost of all changes in the equipment required to accommodate such conditions. In such event, Patterson reserves the right to cancel any order and Buyer shall reimburse Patterson for all costs and expenses incurred in, and reasonable profit for, performance hereunder. Patterson reserves the right to refuse any order based upon a quotation containing an error. The provisions in any specification or chart provided by Patterson are descriptive only and are not warranties or representations; Patterson will certify to a rated capacity in any particular product upon request. Capacity, head and efficiency certifications are based on shop tests and when handling clear, fresh water at a temperature of not over 85°F. Certifications provided by Patterson are at this specified rating only and do not cover sustained performance over any period of time nor under conditions varying from these.

**SPECIAL JIGS, FIXTURES AND PATTERNS:**

Any jigs, fixtures, patterns and like items which may be included in this order will remain Patterson's property without credit to Buyer. Patterson will assume the maintenance and replacement expense of such items, but shall have the right to discard and scrap them without credit to Buyer after they have been inactive for one year.

**SECURITY INTEREST:**

Buyer hereby grants Patterson a security interest in and a lien upon all Goods sold to Buyer by Patterson and the proceeds therefor (including any insurance proceeds), which security interest shall continue until all such Goods are fully paid for in immediately available funds. Buyer, upon Patterson's demand, will execute and deliver to Patterson such instruments as Patterson requests to protect and perfect such security interest. Buyer shall have no right to sell, encumber or dispose of the Goods until Patterson receives full payment for such Goods.

**RECORDS, AUDITS AND PROPRIETARY DATA:**

Unless otherwise specifically agreed in writing by Patterson, neither Buyer nor any representative of Buyer, nor any other person, shall have the right to examine or audit Patterson's cost accounts, books or records of any kind or on any matter, or be entitled to, or have control over, any engineering or production prints, drawings or technical data which Patterson, in its sole discretion, may consider in whole or in part proprietary to Patterson.

**PATENT INFRINGEMENT:**

Patterson will hold Buyer harmless against any liability for infringement of any apparatus claim of any United States patent, issued prior to the date of the contract, and arising out of the sale or use in the form supplied by Patterson of equipment designed and/or manufactured by Patterson.

Patterson will assume no liability with respect to equipment specified by either Patterson or Buyer, but not designed and/or manufactured by Patterson.

Buyer will hold Patterson harmless against any liability for infringement of any apparatus claim of any United States patent, issued prior to the date of the contract, and involving equipment furnished by Patterson in accordance with drawings and/or specifications furnished by Buyer.

The party assuming liability, as stated above, shall be notified immediately of any assertion of infringement, and shall have the absolute control of the defense thereto, including the right to settle, defend against legal action, or make changes in the equipment to avoid infringement.

**LIABILITY LIMITATIONS: UNDER NO CIRCUMSTANCES SHALL PATTERSON HAVE ANY LIABILITY (WHETHER BY WAY OF INDEMNITY OR BREACH OF CONTRACT OR STATUTORY DUTY REASON OF TORT) FOR ANY LIQUIDATED, DIRECT, INDIRECT, COLLATERAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OR FOR LOSS OF PROFITS, OR FOR ACTUAL LOSSES OR FOR LOSS OF PRODUCTION OR PROGRESS OF CONSTRUCTION, WHETHER RESULTING FROM DELAYS IN DELIVERY OR PERFORMANCE, BREACH OF WARRANTY, NEGLIGENCE MANUFACTURE OR OTHERWISE AND WHETHER FORESEEABLE OR UNFORESEEABLE OR KNOWN OR UNKNOWN.** Except as otherwise provided by law, the aggregate total liability of Patterson in connection with the performance of this order, whether for breach of contract or warranty, negligence, or otherwise, shall in no event exceed the contract price. Buyer agrees to indemnify and hold harmless Patterson from all claims by third parties in excess of these limitations and from all claims resulting from any act or omission of Buyer.

Since the compliance with the various Federal, State and Local laws and regulations concerning occupational health and safety and pollution are affected by the use, installation and operation of the equipment and other matters over which Patterson has no control, Patterson assumes no responsibility for compliance with those laws and regulations, whether by way of indemnity, warranty or otherwise.

**WARRANTY:** Unless otherwise agreed in writing by the parties, Patterson's standard warranty shall apply and take precedence over all other documents. Further, **THE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO PATTERSON IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT PATTERSON'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY PATTERSON FOR BUYER'S PURPOSE OR USE.** Patterson's standard warranty is publicly available on Patterson's website at [www.pattersonpumps.com](http://www.pattersonpumps.com) as it may be amended from time to time

**OTHER RIGHTS & REMEDIES:** In addition to the rights and remedies conferred upon Patterson herein, Patterson shall have all rights and remedies conferred at law and in equity and shall not be required to proceed with the performance of any

order if Buyer is in default in the performance of such order or of any other contract or order with Patterson.

**GOVERNING LAW:** These Terms and any order hereunder shall be construed in accordance with the laws of the State of Georgia, without regard to conflicts of law principles. Any dispute arising hereunder shall be resolved in the federal or state courts of the State of Georgia, as applicable. The rights and obligations of Patterson and Buyer shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods.

**FAIR LABOR STANDARDS:** Patterson represents that any Goods to be delivered hereunder will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

**EXPORT REGULATIONS:** The marketing, sale, use, export and release of the Goods are subject to applicable export laws and regulations of the United States and other countries. Buyer agrees to comply with all such applicable laws and regulations, including without limitation, U.S. Export Administration Regulations, regulations of the U.S. Office of Foreign Asset Control, the U.S. Foreign Corrupt Practices Act and comparable laws and regulations of other countries. Buyer shall be responsible for any breach of this Section.

**WAIVER OF JURY TRIAL:** EACH OF PATTERSON AND BUYER IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OR ANY ORDER HEREUNDER.

**MISCELLANEOUS:** These Terms may be amended only as agreed to by Patterson in writing. The section titles in these Terms are for reference only and shall not limit or restrict the interpretation or construction of the Terms. Patterson's failure to insist, in any one or more instances, upon Buyer's performance of any of the Terms, or to exercise any rights conferred by the Terms, shall not constitute a waiver of any such right to insist upon such performance or exercise such rights in the future. The partial or complete invalidity of any one or more provisions of these Terms shall not affect the validity or continuing force and effect of any other provision.



Quote

Border States - BIL  
 206 S Plainview Street  
 Billings MT 59101-3333  
 Phone: 406-256-6266

Quote: 27688839  
 Sold-To Acct #: 20110  
 Valid From: 09/23/2024 To: 09/30/2024  
 PO No: quote - City of Great Falls VFD  
 Payment Terms: PAYMENT CARDS ONLY

Created By: Ryker Melton  
 Tel No: 406-238-1311  
 Fax No:

COD-008-TRADE-TAX  
 TRADE ACCOUNT  
 ATTN CASH SALE 008  
 206 S PLAINVIEW ST  
 BILLINGS MT 59101-3333

Inco Terms:  
 FOB ORIGIN

Ship-to:  
 CUSTOMER PICK UP-BILLINGS  
 AT BOR BILLINGS  
 206 S PLAINVIEW ST  
 BILLINGS MT 59101-3333

Cust Item	Item	Material MFG - Description	Quantity	Price	Per	UoM	Value
	000010	- PF753 200HP ND 480V NEMA 12 Delivery: 18 Weeks AAO (After Acceptance of Order)	3 EA	71,644.84	/ 1	EA	214,934.52

PF753 200HP ND 480V N12 w/ Harmonic Filter  
 One NEMA 12 Enclosure approximately, 90"H X 39"W X 20"D with the following features:  
 # Qty. 1- Power Flex 753 AC Drive, with Embedded I/O, Standard Protection, Forced Air, AC Input with Pre-charge, no DC Terminals, Open Type, 248 Amps, 200HP ND,480 VAC, 3 PH, Frame 6, Filtered, CM jumper installed (preferred)  
 # Qty. 1- Door Mounted Full Numeric LCD HIM  
 # Qty. 1- PF750-24V I/O Module-2AI,2AO,6DI,2RO  
 # Qty. 1- PF750 Dual-port Ethernet/IP Module  
 # Qty. 1- Power Flex 750 Frame 6 Flange Adaptor  
 # Qty. 1- Drive Input Fusing  
 # Qty. 1- Input Circuit Breaker Disconnect w/ Lockable Flanged Handle (Input Thermal Magnetic breaker, 65KAIC, note does not necessarily reflect panel SCCR rating)  
 # Qty. 1- Input Passive Harmonic Filter w/ Contactor  
 # Qty. 1- Output dv/dt Filter  
 # Qty. 1- Control Power Transformer, Fused Primary/Secondary  
 # Qty. 1- Power Supply, 24 VDC  
 # Qty. 1- Door Mounted Hand/Off/Auto Selector Switch (800H Style)  
 # Qty. 1- Door Mounted Stop Push Button (800H Style)  
 # Qty. 1- Door Mounted Reset Push Button (800H Style)  
 # Qty. 1- Door Mounted Drive Disable Push Button (800H Style)  
 # Qty. 1- Door Mounted Speed Potentiometer ((1-Turn, 800H Style)  
 # Qty. 1- Door Mounted Run Pilot Light (Green 800H LED style)  
 # Qty. 1- Door Mounted Fault Pilot Light (Red 800H LED style)  
 # Qty. 1- Door Mounted Control Power on Pilot Light (Amber 800H LED style)  
 # Qty. 1- Door Mounted Motor Heater on Light (Red 800H LED style)  
 # Qty. 1- Drive Alarm Relay, 120 VAC  
 # Qty. 1- Drive Fault Relay, 120 VAC  
 # Qty. 1- Drive Run, 120 VAC  
 # Qty. 1- System Status Faults, 120 VAC  
 # Qty. 1- Motor Space Heater Circuit, 120VAC  
 # Qty. 1- Elapsed Time Meter  
 # I/O Wired to Terminal Blocks (AB J Style)  
 # Enclosure Fan & Filter Kit  
 # Cabinet supplied with UL508A label

Cust Item	Item	Material MFG - Description	Quantity	Price Per	UoM	Value
		NOTES: *Approval drawings included. *Electronic Data package Included. Electronic data packet includes electronic copies of as shipped drawings, product manuals, and product datasheets. The electronic data package would be provided after project shipment. *Electronic Data package Included. Electronic data packet (includes electronic copies of as shipped drawings, product manuals, and product datasheets)  Design Standards: Rockwell Automation Standard (NEMA) Input Voltage/Frequency: 460VAC, 60Hz SCCR: 10KA minimum (unless stated otherwise above) Ground Type: Solid Ground Control Voltage: 120VAC, 60Hz Power Components: IEC Power Wire: MTW Contactor/Starter Style: IEC Maximum Ambient Temperature: 40 deg. Celsius/ 104 deg. Fahrenheit Minimum Ambient Temperature (Without Space Heater): 0 deg. Celsius/ 32 deg. Fahrenheit Enclosure Style: Rockwell Automation Specified, No Top Hat, Lifting Angle (as needed) Enclosure Cooling: Fan and Filter Cable Entry/Exit: # Input Power - Top Entry # Motor Power # Bottom Exit # Control Wire # Top Entry # Signal Communications # Top Entry DC Circuit: No Brake Resistor Supplied Device Mounting: Standard Rockwell Automation Practice Panel Markers: Standard Rockwell Automation Adhesive Backed Vinyl Nameplates: Adhesive Backed Lamacoid White w/Black Letters Control Wirings: Thermoplastic (MTW/TEW) Wire Markers: Standard Rockwell Automation Vinyl Cloth Wire Tags Wire Numbers: Rockwell Automation Specified Wire Routing: Standard Rockwell Automation Practice Wire Fastening: White Panduit Channel and Adhesive Tie Wraps Terminal Types: Bare wire to TB/Spade lug screws Drawing Format: Standard Rockwell Automation Practice Build Specification NA 125-65102-TPL-BSpec-NAM-en (available upon request) Document Deliverables: Paper in Cabinet Order Type: New Installation Hazardous Location: No (See Note A7) Seismic Study: No Motor FLA: NEC HP FLA Values UL508A: (See Note A7)				
	000020	- Startup Costs	3 EA	5,750.00 / 1	EA	17,250.00
	000030	- PF753 FREIGHT CHARGE FREIGHT CHARGES	3 EA	1,350.00 / 1	EA	4,050.00



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Total \$			198,651.42
State Tax \$	0.000 %	0.00	
County Tax \$	0.000 %	0.00	
Local Tax \$	0.000 %	0.00	
Other Tax1 \$	0.000 %	0.00	
Other Tax2 \$	0.000 %	0.00	
Other Tax3 \$	0.000 %	0.00	
Tax Subtotal \$	0.000 %		0.00

**Net Amount \$ 198,651.42**

To access Border States Terms and Conditions of Sale, please go to <https://www.borderstates.com>

The quoted sales tax is an estimate only based upon the information provided in this quote and will be finalized at the time of Invoice based upon the material purchased, quantity purchased, and delivery location.

Shipping and handling fees in this quote are an estimate only and will be finalized at the time of Invoice.

All clerical errors contained herein are subject to correction. In the event of any cost or price increases from manufacturers or other suppliers, caused by, but not limited to, currency fluctuations, raw material or labor prices, fuel or transportation cost increases, and any import tariffs, taxes, fees, or surcharges, Border States reserves the exclusive right to change its pricing at the time of shipping and will provide notice of any such change to its customers prior to costs being incurred.

**Exhibit B - Sample Purchase Order Contract**

PURCHASE ORDER CONTRACT

**PROSPECT CONSTRUCTION, INC.**  
2605 W. Broadway Unit B, Missoula, MT 59808  
(406) 493-1300

CONTRACT NO. **City of Great Falls  
Great Falls Sewage Lift Station No.1 and Supplemental Forcemain  
Improvements**

ORDER NO. **214-XXXXXX**

TO: **Vendor Name  
Vendor Street Address  
Bartlett, IL 60103**

QUOTATION

TERMS See Item No. 2

DATE **Contract Date**

Attn: **Vendor Representative**  
Phone: **(406) xxx-xxxx** Email:

SHIP TO: Prospect Construction, Inc.  
800 River Dr. N  
Great Falls, MT 59401

REQUIRED DELIVERY DATE See Item No. 3

This order is for materials to be utilized in the **Great Falls Sewage Lift Station No. 1 and Supplemental Forcemain Improvements project**. The terms of this purchase order shall take precedence over all other quotations or proposals.

1. Furnish FOB Jobsite the following:

**SCOPE OF SUPPLY**

Complete as required by Specification Sections **XX XX XX – EQUIPMENT SPECIFICATION SECTION** and all applicable Contract Documents including Addendum No. 1.

All materials shall comply strictly with the Contract Documents and compliance herewith will be the Supplier's responsibility. This purchase order specifically includes but is not limited to submittals, spare parts, O&M manuals, startup services, testing and training.

2. Terms of Payment: Net 30 days as follows:  
95% payment upon delivery and acceptance of equipment and operation and maintenance manuals.\*  
5% payment upon completion of the field startup assistance, testing, training and acceptance.  
\*payment in excess of 50% cannot be made until final Operation and Maintenance Manuals have been accepted.

3. Delivery: The materials required shall be delivered in quantities to facilitate the needs of the contractor and in a timely manner to avoid delays to the project. All required submittals, testing and materials will be available for delivery to the project site in accordance with the Construction Schedule established for the project.

<u>Item</u>	<u>Latest Delivery</u>
Submittals	Submittal Deadline
Equipment	Delivery Deadline

4. The Supplier expressly acknowledges their responsibility to provide timely, complete and responsible submittals, including certified drawings, project data and supplies. One (1) reproducible and seven (7) copies of drawings and/or eight (8) copies of catalog data shall be furnished for each submittal and resubmittal. The above referenced submittals shall be in accordance with Specification Section **01 33 00 - SUBMITTALS PROCEDURES.**
5. The Supplier expressly acknowledges their responsibility to provide timely, complete and responsible Operation and Maintenance Manuals. Six (6) copies of the initial Operation and Maintenance Manuals shall be delivered prior to the delivery of the equipment or prior to the 50 percent construction completion point of the project, which ever is earlier. The final Operation and Maintenance Manuals shall be modified and supplemented following acceptable installation and operation. Operation and Maintenance Manuals shall be prepared and submitted in accordance with Specification Section 013300 - SUBMITTALS and Specification Section **01 33 04 - OPERATION AND MAINTENANCE MANUALS.**
6. The Supplier's guarantee obligation shall be in strict accordance with the applicable portions of the Contract Documents.
7. The Supplier shall provide the necessary erection drawings, field service, testing, inspections and training in accordance with the Contract Documents.
8. The Supplier shall be responsible for furnishing the necessary certified laboratory test reports and all materials, samples and tests as required by the Contract Documents. Any costs involved in performing this work will be considered incidental to the work and no additional compensation will be provided, except where the Contract Documents specifically state that these costs are to be borne by the Owner. Proof of compliance is required for all materials.
9. The total amount of this Purchase Order is **PURCHASE ORDER AMOUNT in DOLLARS (\$xxx,xxx.xx).**

Read the attached numbered pages carefully. This offer to purchase is subject to the Terms and Conditions set forth on page one and all of the pages of this Purchase Order. This Purchase Order represents the entire agreement between Buyer and Seller. Acceptance by Seller shall be made by either (1) written signature on this Purchase Order or (2) delivery by Seller of the product described on the face of this form. Acceptance is expressly limited to the Terms and Conditions of this Purchase Order. Seller must reference Buyer's Purchase Order Number on all invoices and packing slips.

Prospect Construction, Inc.

Seller's Authorized Signature

\_\_\_\_\_

\_\_\_\_\_

Name and Title

Date

Name and Title

Date

## Purchase Order Terms and Conditions

1. **Price & Taxes** – The prices stated on the face of this Purchase Order are firm and shall remain firm until deliveries have been completed. All prices specified in this Purchase Order include all charges for inspection, packaging, packing, loading, transportation, insurance, all taxes (including federal, state, and local sales, use, service, and other applicable taxes), duties, and assessments.
2. **Invoices** – Seller shall prepare an invoice to Prospect Construction, Inc. (“Buyer”), in duplicate, after each delivery. Each invoice shall list the name of the Project, quantities shipped, date of delivery, unit costs, and total costs in conformance with this Purchase Order. Invoices shall list freight separately to assure that sales tax is not applied to freight costs.
3. **Payment** – Unless otherwise specified herein, payment shall be made within thirty (30) days of receipt of Seller’s invoice, subject to any appropriate adjustment for failure of Seller to meet the requirements of this Purchase Order. Buyer’s payment of Seller’s invoice shall not constitute acceptance of the Goods or other failure of Seller to meet the requirements of this Purchase Order. Buyer may withhold from the amount due Seller any amounts that Buyer deems necessary to protect Buyer from loss, including but not limited to, damage to the Goods, assertion of any claim or lien against the Goods or the Project, or failure of the Goods to comply with this Purchase Order.
4. **Discounts** – Time in connection with any discounts offered by Seller will be computed from the latest of a) the scheduled delivery date, b) the actual delivery date, or c) the date an acceptable invoice is received. For the purpose of earning a discount, payment will be deemed to have been made on the date of mailing of Buyer’s check.
5. **Purchase Order Documents** - The Purchase Order Documents consist of a) this Purchase Order; b) the Prime Contract, consisting of the agreement between the Buyer and the Owner (or Prime Contractor, as appropriate), including the general conditions, supplemental conditions, special conditions, plans, drawings, specifications, addenda, change orders, and modifications; and c) modifications to this Purchase Order. Each of the Purchase Order Documents is incorporated herein by reference and are a part of this Purchase Order. This Purchase Order represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral.
6. **Performance** – Time and rate of delivery are of the essence of this Purchase Order. Seller shall make all deliveries in strict accordance with Delivery Dates indicated in this Purchase Order, or if no delivery date is specified in this Purchase Order, then all deliveries shall conform to the Buyer’s Project Schedule.
7. **Packing & Shipping** – Seller shall package and pack all Goods: a) in accordance with good commercial practice, b) in forms acceptable to common carriers for shipment at the lowest rate for the particular Goods, c) in accordance with I.C.C regulations, and d) adequately to insure safe arrival of the Goods at the named destination. Seller to mark all containers with necessary lifting, handling, and shipping information including Purchase Order numbers, project name, Seller’s part number, number of cartons and any special markings required by the Buyer. Seller to comply with all procedures and requirements required by all applicable Laws for the packing, packaging, notice and transportation if shipments contain hazardous materials. Seller to include a detailed and itemized packing list with each shipment. Seller to notify Buyer of intended shipment approximately one week prior to each and every shipment.
8. **Delivery** – Seller shall arrange for shipping of Goods, pay for all shipping charges, and provide and pay for insurance of Goods to F.O.B. point. Mode of shipment shall conform to Buyer’s instructions.  
Buyer has the right to refuse delivery if a) Seller fails to notify Buyer one week prior to delivery, b) delivery is made more than one week before the delivery schedule appearing on the face of this Purchase Order, or c) delivery is made more than one week after the delivery schedule appearing on the face of this Purchase Order. Seller shall notify Buyer promptly, in writing, of any delays (however caused) and of any actual or potential labor dispute that delays or threatens to delay the timely performance of this Purchase Order. If Seller is unable to complete performance at the time specified for delivery hereunder, by reason of strikes, labor disputes, riot, war, fire or other causes beyond the Seller’s reasonable control, then Buyer may, at Buyer’s option: a) elect to take delivery of the Goods in an uncompleted state and pay such proportion of the contract price as the work then completed bears to the total work required by this Purchase Order, b) cancel this Purchase Order without any liability whatsoever as to the balance of the Goods covered by this Purchase Order, or c) accept late delivery.
9. **Title and Risk of Loss** – Title to the Goods shall pass to Buyer at the earliest of the time of delivery to Buyer or upon payment by Buyer. Notwithstanding the foregoing, in all cases, the risk of loss shall remain with Seller until acceptance of Goods by Buyer at its designated delivery location.
10. **Taxes, Laws, and Authorities** – Seller shall comply with federal, state and local tax laws, ordinances, rules, regulations, and orders applicable to the manufacture, sale, and delivery of the Goods. Seller shall secure and pay for all necessary licenses and permits to carry on Seller’s performance under this Agreement. Seller shall comply with all laws, orders, citations, rules, regulations, manufacturer’s recommendations, industry standards, and statutes with respect to occupational health and safety and the handling, packaging, packing, transport, storage, and notice of hazardous materials. Seller shall provide Buyer with Material Safety Data Sheets, MSDS, OSHA Form 20.
11. **Changes** – Seller shall adhere strictly to the requirements of this Purchase Order unless Buyer authorizes a Change in writing. Buyer may make changes in any one or more of the following at any time: a) description, quality, or quantity of Goods; b) applicable drawings, designs or specifications; c) method of shipment or packing; d) place of delivery, or e) time of delivery.  
Seller must notify Buyer in writing, within ten (10) days of receipt of any Change if the Change causes an increase in the cost or the time required by the Seller for performance of this Purchase Order. After Buyer receives Seller’s notification of a request to increase the cost or time of performance then Buyer shall inform Seller if Buyer intends to make such Change. Buyer and Seller will then negotiate the amount of increase in cost and/or time and Buyer will issue a Modification to this Purchase Order.
12. **Inspection and Defective Goods** – Buyer will initially inspect all Goods provided hereunder within a reasonable time after delivery. Seller acknowledges that, because of the nature of the underlying construction Project, Buyer’s opportunity to fully inspect and test the Goods is limited until the Goods are put into service and/or use. Therefore, Seller agrees that Buyer shall perform final inspection and testing of the Goods during the start-up phase of the Project, and that Buyer has a right to revoke its earlier acceptance, if any, upon the performance of such final inspection and testing during the start-up phase of the Project.  
If any Goods covered by this Purchase Order are defective in material or workmanship or otherwise not in strict conformance with the requirements of this Purchase Order, Buyer may, by written notice to Seller: a) rescind this Purchase Order as to such Goods; b) accept such Goods at an equitable

## Great Falls Sewage Lift Station No.1 and Supplemental Forcemain Improvements

PO 214-XXXXXX

reduction in price; c) reject such Goods and require delivery of replacement Goods; or d) require the Seller to correct the Goods at Buyer's Project location. Seller will not be relieved from responsibility or liability for defects in the Goods or other failures to meet the other requirements of this Purchase Order despite Buyer's delay or failure to inspect or test the Goods or Buyer's acceptance of the Goods. Seller shall, at its own expense, promptly replace or correct all Goods that Buyer or Owner reject and/or deem defective. If Seller fails to promptly replace or correct the rejected or defective Goods then Buyer may: a) replace or correct such Goods and charge to Seller the cost thereof; b) rescind this Order as to such Goods due to the Seller's default; or c) require an equitable reduction in the price of the Goods.

13. **Warranty** - In addition to the warranties included in the Purchase Order Documents and any other express, or implied warranties, Seller warrants that the Goods furnished under this Purchase Order shall: a) comply with the requirements of this Order, including any drawings and specifications incorporated herein; b) be free from defects in title, workmanship and material; c) be free from defects in design; d) be free of rightful claim by any third person by way of infringement or the like; and e) be of merchantable quality and suitable for the purposes reasonably implied by this Purchase Order, the Purchase Order Documents, or otherwise made known by Buyer to Seller, for a period of one-year from the date of final acceptance.

In addition to any other rights Buyer may have, if Goods delivered pursuant to this Order are found not to be as warranted, then Buyer may return such Goods to Seller, at Seller's expense, for correction, replacement, or credit as Buyer may direct. Any items corrected or furnished in replacement shall also be subject to all provisions of this Purchase Order, to the same extent as items initially furnished. Buyer may require Seller to replace or rework non-performing Goods within a reasonable time after written notification by Buyer. Costs of rework, inspection, repackaging, and transportation shall be at Seller's expense.

Additionally, Seller shall replace, repair, or restore all other parts of the Buyer's work, Owner's Property, and any other real or personal property which is damaged or destroyed as a result of the Seller's defective Goods or the correction of Seller's defective Goods to the Buyer's and Owner's satisfaction and at Seller's sole cost and expense.

These warranty provisions shall survive any inspection, acceptance, payment, or termination of this Purchase Order. These warranties shall run to Buyer, the Project Owner, and the Project Owner's successors and assigns. Nothing herein shall limit Buyer's rights in law for damages resulting from Seller's delivery of defective Goods.

14. **Title, Patent, and Copyright** – Seller, as part consideration for this Purchase Order and without further cost to Buyer, hereby grants to Buyer an irrevocable, non-exclusive, royalty-free license to use and sell the Goods embodying any inventions, or discoveries made, conceived, or actually reduced to practice in connection with the performance of this Purchase Order.

Seller agrees to indemnify and hold harmless and defend Buyer and its successors and assigns against any loss, damage, liability claims, suits or other proceedings brought against Buyer or its successors and assigns for actual or alleged infringement of any patent, copyright or trademark arising out of the use or sale of the Goods delivered hereunder. Seller shall pay and discharge all settlements, judgments, decrees, and awards rendered due to these claims, suits or proceedings and all associated losses and other costs. Seller shall bear all expenses and legal fees (including Buyer's) due to these claims, suits, or proceedings. If any injunction is issued as the result of any such infringement, Seller agrees, at Buyer's option, to a) refund to Buyer the amounts paid to Seller for the Goods covered by the injunction; or b) furnish Buyer with acceptable and non-infringing Goods.

15. **Assignment** – This Purchase Order is not assignable or transferable by Seller without the prior written consent of the Buyer. Nor shall Seller pledge or assign payments or any right to payment or other right under this Purchase Order without the written consent of Buyer. Any attempted assignment or transfer by the Seller shall be void and without effect, unless such assignment or transfer had been approved in writing by the Buyer. Buyer may assign this Purchase Order or its rights and obligations under this Purchase Order at any time without the consent of the Seller.

16. **Applicable Law** – This Purchase Order will be governed by the laws of the State of Washington, without regard to its conflicts of law provision. Neither Buyer nor Seller shall cease its obligations under this Purchase Order during any dispute resolution proceedings, except by mutual agreement.

17. **Arbitration/Litigation** – All claims, disputes, and other matters in question between Seller and Buyer arising out of this Purchase Order shall be decided exclusively in Superior Court in King County, Washington unless the Buyer elects to invoke its right, which Seller grants to Buyer, to require that any such claim be arbitrated. The right to invoke arbitration of a particular claim or dispute, is only granted to Buyer, and Seller hereby consents to arbitrate any such claim if Buyer so elects. However, Seller agrees that Seller does not have any right on its own to invoke arbitration and that Buyer does not consent to arbitration until such time as Buyer makes a written arbitration demand regarding a particular dispute or claim. In the event Buyer demands arbitration, it shall be before a single mutually agreed upon neutral arbitrator. If the parties are unable to agree on an arbitrator, then either party may apply to King County Superior Court and request that the Court appoint one. In any dispute between Buyer and Seller, the prevailing party shall be awarded its reasonable attorneys' fees and all litigation/arbitration expenses, including but not limited to expert witness fees.

18. **Unenforceable Provisions** – If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms, provisions, covenants and conditions (and all parts thereof) shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The parties intend that each term of the Purchase Order shall be enforced to the extent not prohibited by law.

**PROJECT SUMMARY SHEET:**  
**LIFT STATION NO. 1 REPAIRS AND SUPPLEMENTAL FORCEMAIN, O.F. 1758.1**  
**FY 2023 Capital Improvement Plan**  
**Current as of: October 30, 2024**

**Description:** *Phase 1:* Lift Station No. 1, constructed in 1976, is the City's second largest pumping station, pumping approximately 40-45% of all raw wastewater throughout the city to the wastewater treatment plant (WWTP). The current stormwater pumps and associated ball valves are deteriorating and parts are no longer available for needed repairs. The bar screen, installed in 1986, has difficulty screening rags/debris during high flows due to its large  $\frac{5}{8}$ " screen openings, while modern screens are either  $\frac{1}{4}$ " or  $\frac{3}{8}$ ". The exhaust fan is vital for safely removing H<sub>2</sub>S (Hydrogen Sulfide) from the building and it is currently at its end of life cycle. The wet well repairs and replacement of six sluice gates since two of the gates no longer operate due to corrosion and the other four gates are approaching the same condition.

*Project status update: based on the cost associated with the horizontal drilling to complete the river crossing, this project has been divided into two phases. Phase One will complete upgrades and improvements in Lift Station No. 1 and Phase Two will complete the underground horizontal crossing of the Missouri River.*

*Phase 2:* The existing Lift Station No. 1 (LSI) force main was constructed in 1979 and is the only river crossing for this section of the City's sewer collection system. The forcemain was installed in 1979 to replace a 20-year-old cast iron pipe that ruptured within the river channel. Should the 1979 forcemain fail, similar to the October 1978 event, the station would again discharge raw sewage to the Missouri River until a new main was installed, which would likely take several-months.

**Justification:** *Phase 1:* The renovation of Lift Station No. 1 provides future reliability of pumping an average of 3.63M gallons daily of raw wastewater to the WWTP, minimizing the risk of service interruption, wastewater bypassing to the Missouri River, regulatory exposure, and environmental damage associated with aging equipment.

*Phase 2:* The construction of a redundant force main provides resilience and reliability in this segment of the City's critical infrastructure, minimizing the risk of service interruption, regulatory exposure, and environmental damage associated with having a single point of failure.

**Scope:** *Phase 1:* Upgrades and repairs to Lift Station #1 include replacing stormwater pumps, bar screen, internal water system replacement, wet well repairs, exhaust fan replacement, door replacement, installing generator, automatic transfer switch, and miscellaneous concrete repairs.

*Phase 2:* Install 2,100 linear feet of 24" sanitary sewer force main and all work necessary to complete the installation and connect Lift Station #1 to the WWTP.

**Added to CIP:** 1<sup>st</sup> FY2023/FY2024

**CIP Timeline:** ~~Construction FY2024;~~ Pushed to 2025 due to design issues; equipment procurement & long lead times

**Cost:**

- CIP programmed: \$150,000/FY23 \$7,650,000/FY24
  - o 60%: \$15,553,892.45
  - o 90%: \$9,653,598.73 (Project was then split into two Phases)
- Current Working Estimate: ~~\$9.3M;~~ \$9.0M
- Awarded Cost: \$1.3M – Eng (TD&H); \$265,000 – GCCM (Preconstruction Phase)
- Final Cost: TBD



**PROJECT SUMMARY SHEET:**  
**LIFT STATION NO. 1 REPAIRS AND SUPPLEMENTAL FORCEMAIN, O.F. 1758.1**  
**FY 2023 Capital Improvement Plan**  
**Current as of: October 30, 2024**

**Funding Source(s):** ARPA Competitive Grant \$2,000,000, ARPA MAG \$3,854,585, \$2,000,000 Sanitary Sewer

- Funding Match Requirements: 50% ARPA Competitive requirements

**Planned Execution Method:** General Contractor/Construction Manager

**Planned Construction CY:** ~~Winter 2023~~ Spring 2025 to Fall 2026

**Current Project Stage (Estimated Completion Date):** Project has design contract with TD&H and preconstruction contract with Prospect Construction. Project at 100% design. Transitioning to construction phase. City Staff asking Commission approval to modify Prospect’s preconstruction agreement to do two “Early Work Amendments” to purchase valves and Vertical Pumps. City Staff working with TD&H on the Professional Service Agreement (PSA) for Construction Services and also with Prospect on Construction Contract and Guaranteed Maximum Price for project, all of which will go before Commission for approval. Estimated construction completion is Fall 2026.

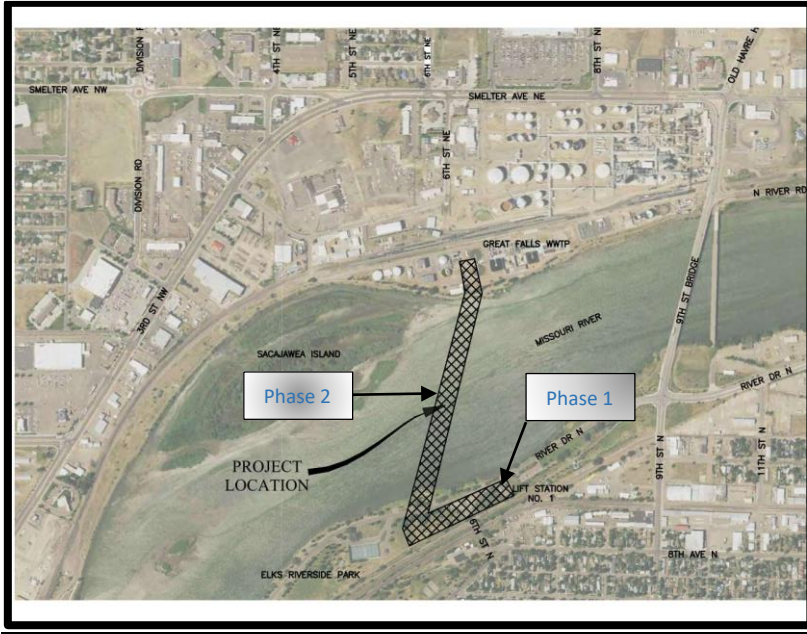
Planning (Fall 2023), 100% Design (September 2024), Construction (TBD), Warranty (TBD)

- Design and Construction Method: GCCM
- Consultant: TD&H
- Contractor: Prospect Construction

City Commission Approvals Summary:

- PSA with TD&H (January of 2022)
- GCCM Resolution (April 2023)
- Preconstruction Agreement with Prospect Construction (September 2023)
- Early Work Amendments (11/6/2024 Agenda Report)
- Construction PSA with TD&H (December 2024 or January 2025)
- Construction Contract including GMP with Prospect Construction (December 2024 or January 2025)
- Future Change Orders (if required)
- Phase 2 Components (2028, depending on funding)

**Map & Site Pictures:**





Commission Meeting Date: November 6, 2024  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Construction Contract: Wastewater Treatment Plant Westside Pump Station Improvements and Bar Screen Replacement, OF 1633.8

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Christoff T. Gaub, Public Works Director

**Action Requested:** Consider Bids and Approve Contract

**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (approve/not approve) a construction contract in the amount of \$1,987,800.00 to Sletten Construction Company, for the Wastewater Treatment Plant Westside Pump Station Improvements and Bar Screen Replacement project, and authorize the City Manager to execute the agreement documents."

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

**Staff Recommendation:** City Commission award the construction contract to Sletten Construction Company.

**Background:** This project improves the Westside Pump Station at the Great Falls Wastewater Treatment Plant (WWTP). At this station, raw wastewater flows from the City into a concrete channel, through two sluice gates, and through two automated bar screens. The bar screens remove large debris from the raw wastewater and deposit it in a dumpster for disposal.

The main portion of the project replaces the existing 1972 non-operational bar screen with a new one that includes a new washer/compactor. This will wash, compact, and deposit the screened material in a container, increasing the dryness of the material and reducing the volume for waste disposal. Additional components of the project consist of bypass pumping, repairing and coating the concrete channels, replacing two sluice gates, and other associated HVAC, electrical, process, and structural upgrades.

In June of 2022, the City Commission approved a *Professional Services Agreement* to Morrison-Maierle Engineering to design, facilitate bidding, and provide construction phase services for the project.

**Evaluation and Selection Process:** The project was advertised three times, on September 22, September 29, and October 6, 2024 in the Great Falls Tribune. Morrison-Maierle also assisted the City by reaching

out to five or more qualified contractors in the area prior to bidding. The project was also posted on the City website and the Great Falls Builder's Exchange, which advertised the project statewide. In spite of these efforts, only one bid was received, which was from Sletten Construction Company, on October 16, 2024. Sletten's bid was \$1,960,500.00 for the base bid items and \$27,300.00 for two additive items, for a total bid of \$1,987,800.00.

**Workload Impacts:** City staff involvement is primarily the Public Works Engineering Division and will include project oversight and coordination, assistance in construction administration, and serving as a point of contact for City correspondence. Morrison-Maierle will provide construction phase services.

**Conclusion:** The project has been selected, prioritized, and executed in accordance with the Public Works Capital Improvements Program and budgeted in the Sanitary Sewer Treatment Enterprise Fund. City staff recommends approving the construction contract, including the two bid additive items, with Sletten Construction Company in the amount of \$1,987,800.00.

**Fiscal Impact:** The project will utilize available funds budgeted in accordance with the Public Works Capital Improvements Plan.

**Alternatives:** The City Commission could vote to not award the contract and not make improvements to the Westside Pump Station at the WWTP. If that were the case, the City would delay the opportunity to make these improvements and increase the risk of further deterioration and failure of the infrastructure.

**Attachments/Exhibits:**

Bid Tab

Project Summary Sheet

CITY OF GREAT FALLS ENGINEERING  
 P.O. BOX 5021  
 GREAT FALLS, MT 59403

BID TABULATION SUMMARY

OF # 1633.8 WWTP SCREEN REPLACEMENT

BIDS TAKEN AT CIVIC CENTER

DATE: 16-OCT-24

TABULATED BY: ROSA HUGG

	NAME & ADDRESS OF BIDDER	ACKNOWLEDGE ADD. #1	ACKNOWLEDGE ADD. #2	10% BID SECURITY	CERTIFICATE OF NON-SEGREGATED FACILITIES	CERTIFICATE OF COMPLIANCE WITH INSURANCE REQ.	TOTAL BID
1	SLETTEN CONSTRUCTION	Y	Y	Y	Y	Y	\$1,960,500.00
2						ADDED BID	\$27,300.00
3							
4						TOTAL FOR BOTH	\$1,987,800.00
5							
6							
7							
8							
9							
10							

**PROJECT SUMMARY SHEET:  
 WWTP Bar Screen & Improvements, O.F. 1633.8  
 FY 2025 Capital Improvement Plan  
 Current as of: October 23, 2024**

**Description:** Remove and replace non-operational Bar Screen in West Side Pumping Station at the Waste Water Treatment Plant. Other associated process, structural, HVAC, Electrical improvements.

**Justification:** The north bar screen was installed in 1972 and is non-operational. The project replaces it with a new state of the art bar screen with a washer and compactor, making disposal cleaner and easier.

**Scope:** New mechanical equipment, bypass pumping, HVAC, Electrical, Concrete repair, sluice gates, and other associated items.

**Added to CIP:** FY2021

**CIP Timeline:** Scheduled to construct in FY 25/26

**Cost:**

- CIP programmed \$1,400,000/FY25
- Current Working Estimate: \$1,500,000
- Professional service agreement with Morrison Maierle \$260,000.00
- Construction Bid \$1,987,800
- Awarded Cost: TBD
- Final Cost: TBD

**Funding Source(s):** Wastewater Treatment Enterprise Fund

**Planned Execution Method:** Design-Bid-Build, Project Management

**Planned Construction CY:** Summer 2025

**Current Project Stage (Estimated Completion Date):** Planning (summer, 2022), Design (fall 2024), Construction (summer 2025), Warranty (summer 2027)

- Design Method: Consultant
- Contractor: (TBD)

**Map & Site Pictures:**





**PROJECT SUMMARY SHEET:**  
**WWTP Bar Screen & Improvements, O.F. 1633.8**  
**FY 2025 Capital Improvement Plan**  
**Current as of: October 23, 2024**



Public Works Engineering Division POC: Mark Juras, Project Manager, 771-1258