

TOWN OF MORRISON BOARD OF TRUSTEES  
MORRISON TOWN HALL, 110 STONE STREET  
MONDAY, APRIL 25, 2016  
SPECIAL MEETING TOWN BOARD MEETING AGENDA  
4:00 – 5:00 P.M.

(ALL AGENDA ITEMS ARE ELIGIBLE FOR DISCUSSION AND POSSIBLE VOTE BY  
THE BOARD OF TRUSTEES.)

- 1) CALL TO ORDER
- 2) ROLL CALL
- 3) PUBLIC TO ADDRESS THE BOARD
- 4) GENERAL BUSINESS
  - a) Staff Memorandum and Canterbury Construction Management Services, Inc. – CMAR Contract
  - b) MCI – Prefabricated Pump Station
  - c) Timberline Electric & Controls and Cross Diamond Electric, Inc.
- 5) ADJOURNMENT

Reasonable accommodation will be provided upon requests for persons with disabilities. If you require any special accommodation in order to attend a Town Board of Trustee Meeting, please call the Town Clerk at 303-697-8749. Next Board of Trustees Meeting, May 3, 2016.

TOWN BOARD MEETING  
 ROLL CALL/AGENDA ITEMS  
 6:00 P.M. ~~TUESDAY~~, Monday 4/25/16  
 Call to Order At: 4:00  
 Adjourned At: \_\_\_\_\_

Amendments to the Agenda:

---

---

---

---

---

---

---

---

Roll Call

Present	Absent	Board Member
		Mayor Sean Forey
		Brewster Caesar
		Vanessa Angell
		Katie Gill
		Debora Jerome
		Allen Williams
		Christopher Wolfe

Present	Absent	Town Employee
		Gerald Dahl
		Kara Zabilansky
		Charla Bryant
		Matt Mossbrucker
		Rudy Sandoval
		Anthony Joiner
		DeWayne Rhodig
		Jose Torres
		Fritz Fouts

Public to Address the Board:

---

---

---

---

---

---

---

---

---

---



4/25

TOWN OF MORRISON  
BOARD OF TRUSTEES SPECIAL MEETING  
April 25, 2016  
Board Action Form

---

SUBJECT: Approve CMAR Contract with Canterbury CMS.

TOWN ATTORNEY REVIEW:  YES  NO

MOTION: Motion to enter into a contract with Canterbury CMS in the amount of \$123,432.

---

# Memorandum

**To:** Kara Zabilansky  
**Date:** April 21, 2016  
**Re:** Red Rocks Park Booster Pump Station  
CMAR Approach – Contract Recommendations

## Introduction

This memorandum is a documentation of the evaluation of the proposals for the Construction Manager-At-Risk for the Red Rocks Booster Pump Station Project for the Town of Morrison, Colorado, and provides a recommendation for granting multiple Notice of Awards and proceeding with various Contracts. The following sections will discuss the following:

- Bid Tabulation & Recommendation Summary
- Value Engineering Summary
- Recommendation Statement:  
A statement that Contractor is Responsible and bid was responsive.

## Attachments:

- Canterbury CMS – Proposal
- Schedule of Values Exhibit – Adjustment of Costs Post Value Engineering
- Budget Summary Exhibit

## Bid Tabulation

Four potential CMARS were solicited for proposals for the Booster Pump Station work. Out of the four potential proposers only 2 proposals were received at the proposal opening on Monday March 28, 2016 held at 11:00 a.m. Local Time, at the Morrison Town Hall.

Both Proposals met the requirements of the Bidding Documents including the identification of Preconstruction and Construction Phase costs as well as Construction Contingencies that comprised the guaranteed maximum price.

The Proposed Guaranteed Maximum Pricing was as follows:

- |  |           |
|--|-----------|
| 1) Canterbury Construction Management Services, Inc. | \$390,143 |
| 2) Glacier Construction Company, Inc.                | \$417,000 |



---

The Canterbury CMS Proposal was submitted on time, and was in compliance with the proposal requirements set forth in the contract documents and subsequent addendum.

1. Proposal was properly executed, with appropriate signatures and seals, acknowledgement of Addenda etc.
2. Proposal was complete, with prices as required.
3. Property Surety is provided, as stated in the Instructions to Proposers, with Powers of Attorney etc.
4. Bidders Qualification Statement Supplied.

When considering the guaranteed maximum price, scope of services, and assumptions Canterbury was not only the apparent low bidder, but had included several assumptions and contingencies that Glacier Construction did not include, namely Rock Excavation.

The concern post proposal was that both proposals were significantly over the anticipated budget that was established within the IGA for the combined scope of work of the pump station and controls work.

1. Canterbury GMP	\$390,143
2. IGA Budget	\$299,200

With this large discrepancy, TTG and Canterbury have been working over the past few weeks to provide options for the Town to reduce the overall cost of the project without compromising the end product of the pump station.



---

## Value Engineering Summary

In summary the results of our value engineering efforts are detailed within the Schedule of Values attachment, but are summarized as follows:

1)	Initial GMP Proposal	\$390,143
2)	Revised Maximum Cost to Town	\$312,443
	Cost Reduction	\$77,700

The primary methods for reducing the overall costs are as follows:

- 1) **Separation of Contracts**  
It is recommended that Morrison enter into contracts directly with the Pump Station Supplier (MCI/ISI West), as well as the Electrician, and Controls Integrator – Timberline Electric. It should be noted that coordination of all of this work will still be part of Canterbury's services, but the Town will be paying such vendors directly such that the Bonding cost that Canterbury CMS would have to carry would see a direct reduction. Canterbury CMS will still carry a builder's risk policy that will cover the full project. In summary Canterbury's services will not change, warranties will not change, coordination will not change, the only change the Town would see would be the direct payment of costs to the pump station supplier and other key subcontractors.
- 2) **Pump Station Changes**  
Two changes were made within the pump station that will not change the performance of the pump station. The initial cost of the pump station included air conditioning, which is not necessary in an unoccupied space. The pump station will continue to have heat (prevent freezing) and ventilation (prevent pumps from overheating). The other change was a minor change to the bleed back functionality of the facility to give the Town the ability to cycle the Red Rocks Tank in low demand periods. The facility will still have the capability, but would be more of an on/off functionality than a variable flow operation.
- 3) **Communications Equipment**  
Canterbury's original proposal had a value engineering option to change to a different type of radio equipment that is used to convey the data from the pump station to the Town's SCADA system at the water treatment plant. The advantage to changing to this type of radio is that it would eliminate the need to install antennae towers and the existing Red Rocks treatment plant currently uses these Motorola radios. This change in scope also greatly reduced the electrical costs, and the potential requirement for rock excavation at the various sites.



- 4) **Reduction in Contingency**  
Because of the short time available in the CMAR proposal phase, there were some contingencies that were in place originally that subsequently have been reduced. This reduction was based on a higher level of understanding of the project as the approach was refined in the course of the process of value engineering.

The overall reduction in the costs as noted have reduced the cost of the project into what was anticipated in the IGA Budget. See attached Budget Summary Exhibit. The best case scenario in the event none of the Contingency is necessary would result in costs being about \$4400 below budget, with the worst case scenario being around \$13,200 above budget. The intent of the contingency is to cover any shortfalls in the scope of work as it was known at the time of the Proposal. Use of this contingency must be authorized by Town Staff in coordination with TTG.

#### **Recommendation Statement**

Although the award of the project is the decision of the Town, it is our responsibility to provide a recommendation. Based on our evaluation as documented within this memorandum and the subsequent efforts with Canterbury CMS.

Our recommendation would be for the Town to enter into the following contracts:

- 1) Procurement contract as soon as possible with MCI (Attached) such that the schedule of delivery will continue to match the timing required to coordinate with Jefferson County Public Schools.

Motor Controls, Inc (MCI) \$147,286

- 2) Issue a Notice of Award to Canterbury CMS  
Subsequent Execution of Construction Manager –At-Risk  
Agreement/Bonds etc.

Canterbury CMS \$123,432  
(Includes the Contingencies)

With Canterbury CMS under contract – they will develop Contracts to be reviewed by Town for direct payment of Subcontractors as noted:

- 3) Timberline Electric & Controls \$22,665  
4) Cross Diamond Electric, Inc. \$19,050



Glendon W. Berrett, P.E.



---

# Canterbury CMS Proposal



---

# CANTERBURY CONSTRUCTION MANAGEMENT SERVICES, INC

## Transmittal Letter

**Guaranteed Maximum Price (GMP) Proposal  
for the  
Town of Morrison, Colorado**

### Red Rocks Park- Booster Pump Station Project

Owner: The Town of Morrison, Colorado  
321 Colorado Highway B  
Morrison, CO 80465  
Fritz Fouts, Utility Director

Engineer: TTG Engineers, Inc.  
9222 Teddy Lane  
Lone Tree, CO 80124  
Glendon Berrett, P.E., Project Manager

Submitted on March 28<sup>th</sup>, 2016  
by  
William Canterbury, President  
Canterbury Construction Management Services, Inc.



260 East Gaskies Ave  
Canterbury, CO  
80122

PHONE 303-596-9930  
FAX 720-508-3192  
EMAIL [bill@canterburymgmt.com](mailto:bill@canterburymgmt.com)

---

cover letter

---

## CANTERBURY CONSTRUCTION MANAGEMENT SERVICES, INC

Dear Mr. Fouts and Mr. Berrett,

Thank you for the opportunity to propose on the Red Rocks Park- Booster Pump Station project for the Town of Morrison. Canterbury Construction Management Services, Inc. (CCMS) is an experienced water/ wastewater treatment constructor and construction manager with an experienced team of individuals who have more than twenty years of experience each in this area of construction.

Bill Canterbury, President, will be the leader of the Project Team and will handle preconstruction services and project management responsibilities. Bill has primarily been working as a Construction Manager since the inception of the company and has worked in this capacity on water/ wastewater treatment projects for the City of Westminster, City of Golden, Lone Star School District, and with several engineers, including TTG Engineers. He currently is contracted with Denver Water and the City of Thornton to assist with preconstruction services and project manager duties such as constructability reviews, estimating, scheduling, submittals, meeting management, and inspections. Additionally, the company constructs approximately \$1 million per year in water/ wastewater construction and Bill serves as the Estimator and Project Manager for this section of the company.

Pat Zoesch will be the Field Superintendent and will manage site concerns such as subcontractors, supplier deliveries, safety and security, and the majority of the actual work. Pat has worked in the water/ wastewater industry for twenty-four years and is very professional in his work and his interactions with Owners, Engineers, Subcontractors, the Public, etc.

Dewey Zivalich will serve as the Project Engineer and will handle some of the submittals, RFIs, and coordination efforts with field as the work progresses. Dewey and I have a long history of working together at Jennison Construction Company where he handled similar duties as the ones mentioned above. Most every engineer I worked with complimented Dewey on his thorough submittal reviews and his attention to details. Dewey has approximately twenty-two years in the water/ wastewater industry.



260 East Geddes  
Ave  
Centennial, CO  
80122

PHONE 303-396-9930  
FAX 720-508-3192  
EMAIL [bill@canterburycms.com](mailto:bill@canterburycms.com)

---

---

## CANTERBURY CONSTRUCTION MANAGEMENT SERVICES, INC

Canterbury Construction Management Services, Inc. believes that we have a Project Team that will meet and, hopefully, exceed your CMAR needs for this project.

Thank you again and I sincerely hope we get the opportunity to work with you,



Bill Canterbury



260 E Geddes Ave  
Centennial, CO  
80122

PHONE 303-396-9930  
FAX 720-508-3192  
EMAIL [bill@canterburycms.com](mailto:bill@canterburycms.com)

---

Cost

**Schedule of Values**

Description of Cost Activity	Responsibility	Cost
<b>Preconstruction Phase</b>		
Design Review Services	Canterbury CMS	\$1,440
Pump Station Procurement Costs	Canterbury CMS/ ISI West	\$191,440
Xcel Energy Coordination	Canterbury CMS/ Electrical Sub	\$1,980
Bidding/ Negotiating of Packages	Canterbury CMS	\$720
Permitting	Canterbury CMS	\$2,720
General Conditions- bonds, Insurances	Canterbury CMS	\$27,221
<b>Preconstruction Phase Total</b>		<b>\$225,521</b>
<b>Construction Phase</b>		
Yard Piping	Canterbury CMS	\$21,249
Site Grading and Earthwork	TBL Excavating	\$14,158
Pump Station Foundation	Canterbury CMS	\$11,949
Install Packaged PS	Canterbury CMS	\$10,394
Electrical	Electrical Subcontractor	\$36,429
I & C/ SCADA	I & C Subcontractor	\$36,777
PS Start-Up	Canterbury CMS/ Elec/ I & C	\$2,325
Project Management	Canterbury CMS	\$4,500
Coordination Meetings	Canterbury CMS	\$2,250
Temporary Facilities	Canterbury CMS	\$4,000
<b>Construction Phase Total</b>		<b>\$144,031</b>
<b>Construction Contingency</b>		
General	Canterbury CMS	\$7,391
Rock Excavation (all sites)	Canterbury CMS/ TBL Exc	\$3,000
Pump Station/ I & C Coordination	Canterbury CMS/ ISI West/ I & C	\$5,000
Jefferson County, City of Denver Permitting	Canterbury CMS	\$1,200
Xcel Energy Electrical Requirements	Canterbury CMS/ Electrical Sub	\$4,000
<b>Construction Contingency Total</b>		<b>\$20,591</b>
<b>Total CMAR Project Cost</b>	<b>\$</b>	<b>390,143</b>

**Subcontractors:**

TBL Excavating- earthwork subcontractor  
 Cross Diamond Electric, Sturgeon Electric, Master Electric, CE Power Systems, Encore Electric- electrical subcc  
 Mountain Peaks Controls, Timber Line Electric, Browns Hill- I & C subcontractor

**Canterbury Construction Management Services, Inc**

Assumptions

---

## CANTERBURY CONSTRUCTION MANAGEMENT SERVICES, INC

### Assumptions/ Qualifications/ Exclusions

1. Temporary building heat is not included
2. Professional Surveying is assumed to be by TTG Engineers;  
construction layout by Canterbury CMS
3. Minor trail signage is included
4. Materials testing for Concrete and Compaction is included
5. Hauloff area for excess dirt is 1/2 mile from the new Pump Station
6. Cost savings potential by utilizing on-site materials for bedding
7. Timber Line Electric has a potential value engineering option that  
would cut approximately \$15,000 from the project cost
8. Isl West/ MCI was the only pump supplier considered due to the  
schedule constraints; Town of Morrison to pay CCMS per their  
payment schedule
9. Town of Morrison to pay Xcel Energy costs

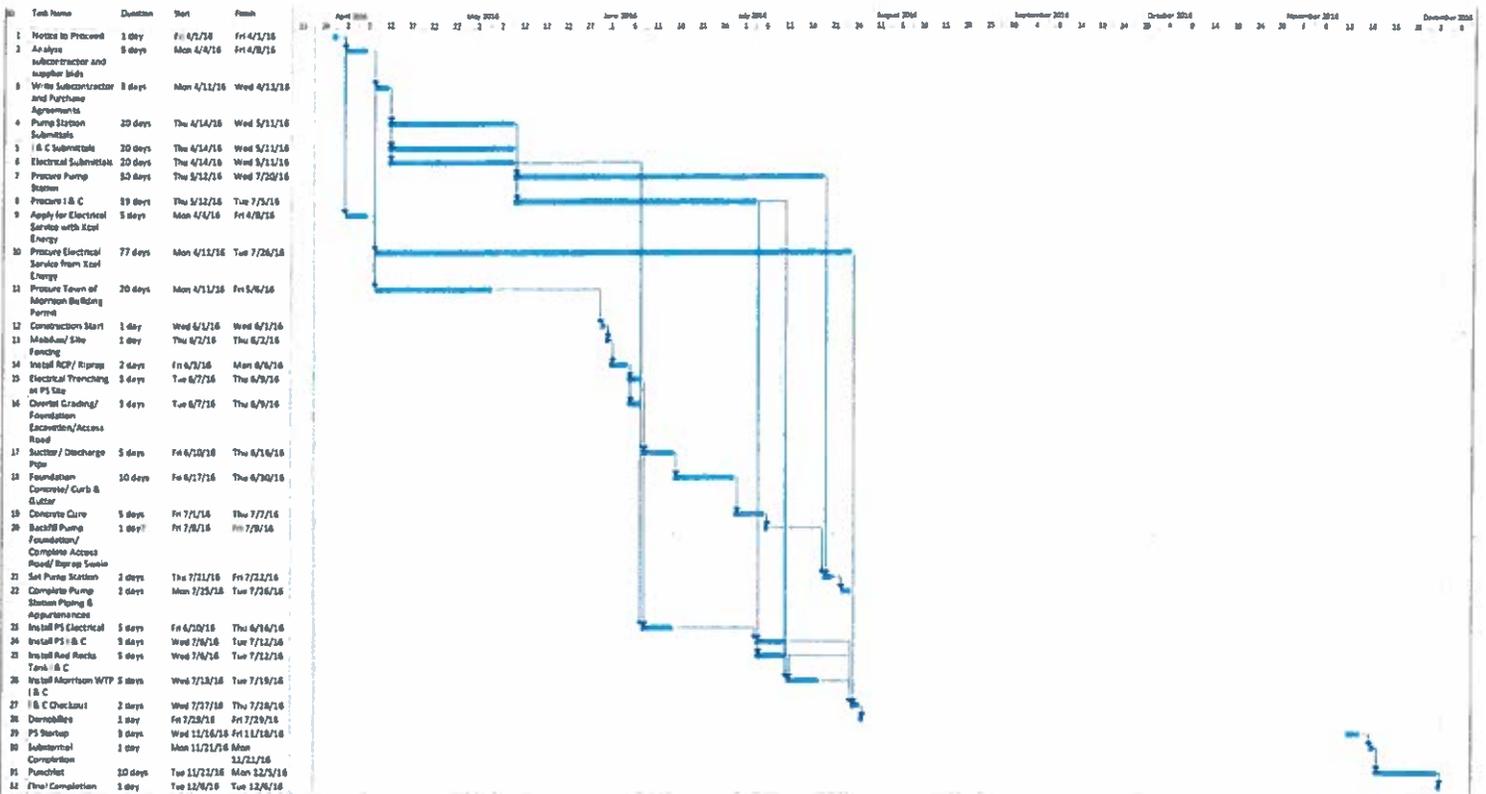


260 E Geddes Ave  
Centennial, CO  
80122

PHONE 303-396-9930  
FAX 720-508-3192  
EMAIL [bill@canterburycms.com](mailto:bill@canterburycms.com)

---

Schedule



Project: Red Rocks Park  
 Date: Mon 3/29/16

Task	Summary	Inactive Milestone	Dependency	Start only	Global Milestone	Milestone Progress
Task	Project Summary	Inactive Summary	Manual Summary Setup	Finish only	Deadline	
Milestone	Project Item	Manual Task	Manual Summary	Manual Task	Request	

Canterbury Construction Management Services, Inc. Page 3

Signature Page

---

## CANTERBURY CONSTRUCTION MANAGEMENT SERVICES, INC

### Signature Page

Canterbury Construction Management Services, Inc. has received Addendum 1,  
dated March 17, 2016, and incorporated it into this proposal.

 3/28/16

William K Canterbury  
President/ Secretary

Corporate Seal

 3/18/16

E. Lee Canterbury  
Treasurer/ Attest

Canterbury Construction  
Management Services, Inc.  
State of Incorporation: Colorado



260 E Geddes Ave  
Centennial, CO  
80122

PHONE 303-396-9930  
FAX 720-508-3192  
EMAIL [bill@canterburycms.com](mailto:bill@canterburycms.com)

---

Resumes



## William Canterbury

260 East Geddes Ave  
Centennial, CO 80122  
303-396-9930  
bill@canterburycms.com

### CONSTRUCTION MANAGER/PROJECT MANAGER/ESTIMATOR

I am a Construction/ Project Manager and Estimator with twenty- two years of experience in water/ wastewater construction. My experience includes managing water/ wastewater projects both as a Construction Manager for Owners/ Engineers and as a Project Manager for a General Contractor. Construction Manager experience includes preconstruction services such as estimating, scheduling, project document review, contract negotiations, and Resident Project Representative (RPR). Project Manager experience includes estimating, scheduling, planning, managing the field including subcontractors and material procurement, and constructing the project per the project specifications.

#### Key Skills

- Water Projects
- Wastewater Projects
- Site Safety/OSHA Compliance
- QA/QC/Field Engineering
- Change Order Management
- Budgeting & Cost Controls
- Bidding/Estimating/Proposals
- Primavera, MS Project Scheduling
- Subcontractor/Crew Supervision

#### Employment History

**CANTERBURY CONSTRUCTION MANAGEMENT SERVICES, INC. (Centennial, CO) — President, 9/12 to Present**  
Provided preconstruction services and RPR services to the Owner/ Engineer team on pipeline, water, wastewater, and bridge projects. Managed several water, wastewater, and bridge projects.

**JENNISON CONSTRUCTION COMPANY, INC. (Littleton, CO) — Project Manager/ Estimator/ Superintendent, 8/99 to 8/12**

Managed several water and wastewater projects as a Project Manager and Field Superintendent. Additionally, estimated most of the water and wastewater projects constructed.

**STANER CONSTRUCTORS, INC. (Golden, CO) — Shareholder/ Project Manager/ Estimator/ Superintendent, 7/98 to 7/99**

Managed several water and wastewater projects as a Project Manager and Field Superintendent. Additionally, estimated some of the water and wastewater projects constructed.

**WESTERN SUMMIT CONSTRUCTORS, INC. (Denver, CO) — Project Engineer/ Field Engineer/ Safety Engineer, 5/94 to 6/98**

Provided project engineering, safety engineering, and field engineering on several large wastewater treatment facilities projects.

#### Project Highlights

##### Water and Wastewater Projects- Canterbury (2012 to Present) • Budgets: \$80K to \$4M

Provided preconstruction services and RPR services to the Owner/ Engineer team on pipeline, water, wastewater, and bridge projects.

##### Water and Wastewater Projects- Jennison (1998 to 2012) • Budgets: \$10K to \$20M

Estimated and managed projects including lift stations and pump stations, as well as water and wastewater treatment facilities.

##### Water and Wastewater Projects- Staner (1998 to 1999) • Budgets: \$400K to \$2M

Estimated and managed projects including lift stations and pump stations, as well as water and wastewater treatment facilities.

##### Water and Wastewater Projects- Western Summit (1994 to 1998) • Budgets: \$14M to \$300M

Provided field engineering and safety engineering services on three wastewater treatment plant expansions of \$14M, \$26M, and \$47M. Handled and coordinated a \$20M equipment package as a Project Engineer on a \$108M wastewater treatment plant expansion.

#### Education

COLORADO STATE UNIVERSITY (Fort Collins, CO) — BS in Construction Management, 1994

# Patrick J Zoesch

6125 S Valleyview St Littleton Co, 80120 • (720)373-2758 • patrickzoesch@yahoo.com

## SUPERINTENDANT/OPERATOR/ESTIMATOR

I am a Construction Superintendent, Equipment Operator and Estimator with 28 years of experience in water/ wastewater construction. My experience includes the supervision and construction of water/ wastewater projects for a General Contractor.

### Key Skills

- Water Projects
- Wastewater Projects
- Site Safety/OSHA Compliance
- Budgeting & Cost Controls
- Bidding/Estimating/Proposals
- Subcontractor/Crew Supervision

### Employment History

**CANTERBURY CONSTRUCTION MANAGEMENT, (Centennial Co)** Superintendent, 10/2015-Present

Supervise, and construct Water and wastewater projects

**CLEMENS CONSTRUCTION CO., INC. (Littleton, CO)** - Superintendent, Estimator, 10/98-10/2013

Supervise and construct pipeline, water, wastewater projects.

**ESP CUSTOM HOMES, INC. (Bennett, CO)** - Vice Pres. Estimator, 1/94-10/98

Estimate and construct/remodel Semi-Custom Homes

**CLCAIR CONSTRUCTION, INC. (Parker, CO)** - Superintendent, Foreman, 7/90-1/94

Construct and supervise construction of Water and Wastewater Projects

**GRIMM CONSTRUCTION CO., INC. (Levittown, CO)** - Laborer / Form Carpenter, 8/84 to 7/90

Assist in the construction of Water and Wastewater Projects

### Project Highlights

**Water and Wastewater Projects- Canterbury (10/2015 to Present) • Budgets: \$15K to \$300K**

Provided Supervision/Construction on water, wastewater projects.

**Water and Wastewater Projects- Clemens (1998 to 2013) • Budgets: \$15K to \$750K**

Estimated, Supervised Construction on projects including lift stations and pump stations, as well as water and wastewater treatment facilities

**Water and Wastewater Projects- Clear (1990 to 1994) • Budgets: \$15K to \$150K**

Supervise and construct projects including lift stations and pump stations, as well as water and wastewater treatment facilities.

**Water and Wastewater Projects- Grimm (1984 to 1990) • Budgets: \$75K to \$2M**

General labor and Formsetter

### Education

LITTLETON HIGH SCHOOL

## **DEWEY ZIVALICH**

2241 South DeFrame Court \*Lakewood, CO 80228 \* 303-914-8125

**PROJECT ENGINEER with 30 years in the construction industry with experience in estimating, project management, submittal review and coordination, and superintendence.**

### **SUMMARY OF QUALIFICATIONS**

- Skilled in quantity takeoff, pricing, and solicitation
- Shop drawing review for accuracy and coordination among trades
- Review contract documents and resolve conflicts
- Write purchase agreements and subcontracts
- Develop buyout log and purchase items

### **TECHNICAL SKILLS**

- Estimating projects from \$50,000 to \$5,000,000
- Proficient in Excel, Word, and Adobe
- Pipe detailing
- Surveying
- Plan and specification review
- Typing

### **PROFESSIONAL EXPERIENCE**

**PROJECT ENGINEER**                      **June 1994 to September 2012**  
**Jennison Construction**                      **Littleton, Colorado**

- Reviewed submittals for compliance with contract documents
- Coordinated submittals among trades to insure fit in field

- Developed and managed submittal log to track progress of submittals and deliveries
- Wrote purchase agreements and subcontracts
- Requested clarification of conflicts found in contract documents
- Completed quantity takeoffs and pricing for bids
- Analyzed bid day quotes for completeness of scope
- Solicited subcontractors and suppliers for projects bidding
- Detailed ductile iron pipe for fabrication and field installation
- Developed equipment delivery schedules to track supplier progress

<b>PROJECT ENGINEER</b>	<b>August 2014 to present</b>
<b>Canterbury Construction Management Services</b>	<b>Centennial, CO</b>
<b>PROJECT ENGINEER</b>	<b>June 2013 to June 2014</b>
<b>Fischer Construction</b>	<b>Longmont, CO</b>
<b>PROJECT ENGINEER</b>	<b>June 1994 to September 2012</b>
<b>Jennison Construction</b>	<b>Littleton, CO</b>
<b>PROJECT ENGINEER</b>	<b>August 1991 to June 1994</b>
<b>Augulrre Engineering</b>	<b>Denver, CO</b>
<b>PROJECT ENGINEER</b>	<b>May 1985 to March 1991</b>
<b>Hensel Phelps Construction</b>	<b>Greeley, CO</b>
<b>FIELD ENGINEER</b>	<b>April 1984 to May 1985</b>
<b>Carl's Construction</b>	<b>Silverthorne, CO</b>

### **EDUCATION AND TRAINING**

<b>BACHELOR OF SCIENCE-CONSTRUCTION MANAGEMENT</b>	<b>1983</b>
<b>Colorado State University</b>	<b>Fort Collins, CO</b>

Bid Bond

# Document A310™ - 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)  
Canterbury CM Services, Inc.  
280 E Geddes Ave  
Centennial, CO 80122

### BURETY:

(Name, legal status and principal place of business)  
Contractors Bonding and Insurance Company  
9025 N. Lindbergh Drive  
Peoria, IL 61615  
Mailing Address for Notices  
9025 N. Lindbergh Drive  
Peoria, IL 61615

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)  
The Town of Morrison  
Morrison Town Hall 110 Stone Street  
Morrison, CO 80465

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)  
Red Rocks Park Booster Pump Station

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such higher amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished in conformity with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of March, 2010.

  
(Witness)

Canterbury CM Services, Inc.  
(Principal)

By:   
(Witness)

Contractors Bonding and Insurance Company  
(Surety)

By:   
(Kristin L. Salazar, Attorney-in-Fact)





P.O. Box 3967 P.O. Box 61613-3967  
Phone: 304-492-1000 Fax: 304-483-1616

**POWER OF ATTORNEY**  
RLI Insurance Company  
Contractors Bonding and Insurance Company  
Bond No. Rld Bond

**Know All Men by These Presents:**

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of RLI Insurance Company and Contractors Bonding and Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint: Kristin L. Selezar in the City of Greenwood Village, State of CO as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation, and specifically for the following described bond.

Principal: Carterbury CM Services, Inc.  
Obligee: The Town of Morrison

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 28th day of March, 2016.

ATTEST:  
Chris L. Montgomery Assistant Secretary  
Bern W. Davis Vice President



RLI Insurance Company  
Contractors Bonding and Insurance Company

On this 28th day of March, 2016 before me, a Notary Public, personally appeared Bern W. Davis and Chris L. Montgomery, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of RLI Insurance Company and Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Buehler  
Notary Public



---

# **Schedule of Values Value Engineering Adjustment**

Schedule of Values

Canterbury Construction  
Management Services, Inc

Description of Cost Activity	As-Bid Cost	Revised Cost	Contract Holder	Comments
<b>Preconstruction Phase</b>				
Design Review Services	\$1,440	\$0	TTG/ CCMS	w/ TTG Engineers
Pump Station Procurement Coordination	\$1,440	\$0	TTG/ CCMS	w/ TTG Engineers
Pump Station Procurement Costs	\$190,000	\$157,789	MCI/ ISI West	Pump station value engineering
Xcel Energy Coordination	\$1,980	\$0	TTG/ CCMS	w/ TTG Engineers
Bidding/ Negotiating of Packages	\$720	\$0	TTG/ CCMS	w/ TTG Engineers
Permitting Coordination	\$720	\$0	TTG/ CCMS	w/ TTG Engineers
Permitting (Town of Morrison permit)	\$2,000	\$0	na	moved to permitting contingency
General Conditions- bonds, insurances	\$27,221	\$13,221	CCMS	Morrison- direct contracts
<b>Preconstruction Phase Total</b>	<b>\$225,521</b>	<b>\$171,010</b>		
<b>Construction Phase</b>				
Yard Piping	\$21,249	\$21,249	CCMS	
Site Grading and Earthwork	\$14,158	\$14,158	CCMS	
Pump Station Foundation	\$11,949	\$11,949	CCMS	
Install Packaged PS	\$10,394	\$10,394	CCMS	
Electrical	\$36,429	\$26,782	Cross Diamond Elec.	I & C value engineering
I & C/ SCADA	\$36,777	\$28,475	Timber Line Elec & Cont.	I & C value engineering
PS Start-Up	\$2,325	\$2,325	CCMS	
Project Management	\$4,500	\$4,500	CCMS	
Coordination Meetings	\$2,250	\$0	TTG/ CCMS	w/ TTG Engineers
Temporary Facilities	\$4,000	\$4,000	CCMS	
<b>Construction Phase Total</b>	<b>\$144,031</b>	<b>\$123,832</b>		
<b>Construction Contingency</b>				
General	\$7,391	\$7,391	CCMS	
Rock Excavation (all sites)	\$3,000	\$0	CCMS	I & C value engineering
Pump Station/ I & C Coordination	\$5,000	\$3,000	CCMS	I & C value engineering
Permitting	\$1,200	\$3,200	CCMS	\$2000 from above
Xcel Energy Electrical Requirements	\$4,000	\$4,000	CCMS	

**Schedule of Values**

**Canterbury Construction  
Management Services, Inc**

Description of Cost Activity	As-Bid Cost	Revised Cost	Contract Holder	Comments
<b>Construction Contingency Total</b>	<b>\$20,591</b>	<b>\$17,591</b>		
<b>Total CMAR Project Cost</b>	<b>\$390,143</b>	<b>\$312,433</b>		

---

# Budget Summary

**BUDGET SUMMARY W/ REVISED SCHEDULE OF VALUES FOR PUMP STATION CMAR**

<b>BUDGET CATEGORY*</b>	<b>BUDGET</b>	<b>CMAR COST ACTIVITY</b>	<b>CMAR COSTS POST VE</b>
Booster Pump Station	\$ 197,000.00	Pump Station Procurement	\$ 157,789.00
		General Conditions/Bonds Insurance	\$ 13,221.00
		Yard Piping	\$ 21,249.00
		Site Grading & Earthwork	\$ 14,158.00
		Pump Station Foundation	\$ 11,949.00
		Install Pump Station	\$ 10,394.00
		PS Start Up	\$ 2,325.00
		Project Management	\$ 4,500.00
		Temporary Facilities	\$ 4,000.00
10% Construction Contingency	\$ 19,700.00		
<b>Total</b>	<b>\$ 216,700.00</b>	<b>Total</b>	<b>\$ 239,585.00</b>
Controls	\$ 75,000.00	Electrical	\$ 26,782.00
		I&C/SCADA	\$ 28,475.00
10% Contingency	\$ 7,500.00		
<b>Total</b>	<b>\$ 82,500.00</b>	<b>Total</b>	<b>\$ 55,257.00</b>
<b>Total Budget</b>	<b>\$ 299,200.00</b>	<b>Best Case Scenario no CMAR Contingencies</b>	<b>\$ 294,842.00</b>
		General Contingency	\$ 7,391.00
		Pump Station I&C Coord Contingency	\$ 3,000.00
		Permitting	\$ 3,200.00
		Xcel Energy Requirements	\$ 4,000.00
		<b>Worst Case Total Cost</b>	<b>\$ 312,433.00</b>
		<b>Best Case Scenario Savings Below Budget</b>	<b>\$ 4,358.00</b>
		<b>Worst Case Scenario Cost Above Budget</b>	<b>\$ 13,233.00</b>

\*FROM APPENDIX B OF IGA

TOWN OF MORRISON  
BOARD OF TRUSTEES SPECIAL MEETING  
April 25, 2016  
Board Action Form

---

SUBJECT: Approve contract with MCI for a prefabricated pump station and controls.

TOWN ATTORNEY REVIEW:  YES  NO Jerry is in the process of reviewing the contract. I will forward his comments.

MOTION: Motion to enter into a contract with Motor Controls, Inc. in the amount of \$147,286.



# MCI

Prefabricated Pump Stations and Controls

2818 Virgo Lane  
(P.O. Box 59986)  
Dallas, Texas 75229-1986

Tel: 972.247.4440  
Fax: 972.247.8991

## PROPOSAL Variable Speed Tank Fill Pump Station

Date: April 15, 2016

Project: Town of Morrison PS

To:

Quotation Number:  
MCI111115MPSr3

Location: Morrison, CO

Quoted by: Mark LaVarnway

Requirements: 100 GPM at 225 PSI at station discharge

Supply Power: 460/3/60

Inlet Pressure: 65

## PROPOSAL SCOPE

1 Ea MCI Model PPS UL Listed QCZJ Packaged Pump Station  
Part Number PPS-VMS2-100-225-DV-P-46-3-6

UL Listed pump Station complete with pump skid/house, sch40 304SS steel manifolds, isolation valves, vertical multistage pumps/motors, check valves and discharge flow meter. Standard MCI controls with dedicated VFDs. Built under ISO9001:2008 certification.

### MCI Standard Controls

- UL 508a Listed Control Panel
- Short Circuit Current Rating 100 ka
- NEMA 4 Enclosure w/3 Point Latch
- 100 amp Main Fused Disconnect
- Type 1 Surge Protection w/status indicators
- Incoming Line Phase Monitor w/primary fusing

John Murtaugh  
Director  
Package Systems  
69.585.2198  
nmurtaugh@motorcontrols.com

Mark LaVarnway  
Product Manager  
Package Systems  
214.446.8870  
mlavarnway@motorcontrols.com

Emily Lewis  
Key Account Manager  
Package Systems  
214.213.6629  
elewis@motorcontrols.com

John Edwards  
Product Manager  
Control Systems  
214.354.3524  
jedwards@motorcontrols.com

Chris Dove  
Sales  
Package Systems  
469.442.7552  
cdove@motorcontrols.com



# MCI

## Prefabricated Pump Stations and Controls

2818 Virgo Lane  
(P.O. Box 59986)  
Dallas, Texas 75229-1986

Tel: 972.247.4440  
Fax: 972.247.8991

- Qty (2) 30 hp Danfoss Aqua Drive
  - 3 ½% DC Input Link Reactor
  - Extended Heat Sink Mounting
  - Internal Disconnects with High Speed Fuse Protection
  - 6 Year Warranty on VFDs
- AB micrologix PLC Platform
- AB Panelview 7 6" Color HMI
- Inhand Ethernet Switch
- AB DC Power Supply
- AB "Full Size" 30 mm N4 Door Devices
  - Green Illuminated Switch per pump
  - System Switches: System Control, Low Discharge, Speed Pot and Red Illuminated Fault Push Button
- GFCI Outlet
- Control Power Transformer w/primary/secondary fusing
- Flow Signal Input: 4-20mA
- Safeties:
  - Low inlet pressure shutdown
  - Low discharge pressure shutdown
  - High discharge pressure shutdown w/auto restart
  - VSD fault with auto restart
  - Phase Failure, Imbalance and low voltage protection
- Operation Features
  - Automatic alternation of pumps based on least run time
  - Intelligent Slow Ramp feature for automatic line fill
  - Scheduled monthly email with flow report in Excel format
  - Access to one full year of pressure, flow, alarms and event data

### Instrumentation

- SS AST Pressure Transmitter 0-400 PSIG
- AB836C low inlet pressure switch
- 3" Siemens 3100W 300LB Magnetic Flowmeter with local display, flanged connections, ebonite liner and an accuracy of .04% of indicated value
- Durachoice 4" Pressure Gauge w/isolation ball valve

John Murtaugh  
Director  
Package Systems  
69.585.2198  
nmurtaugh@motorcontrols.com

Mark LaVarway  
Product Manager  
Package Systems  
214.446.8870  
mlavarway@motorcontrols.com

Emily Lewis  
Key Account Manager  
Package Systems  
214.213.6629  
elewis@motorcontrols.com

John Edwards  
Product Manager  
Control Systems  
214.354.3524  
jedwards@motorcontrols.com

Chris Dove  
Sales  
Package Systems  
469.442.7552  
cdove@motorcontrols.com



# MCI

Prefabricated Pump Stations and Controls

2818 Virgo Lane  
(P.O. Box 59986)  
Dallas, Texas 75229-1986

Tel: 972.247.4440  
Fax: 972.247.8991

## Pumps

- 2 Ea 25 HP Pentair Aurora Model PVM15-10 vertical multistage Pumps, each rated for 100gpm @ 520'TDH including station losses. To include;
  - SS Impellers
  - Cast Iron Casing, 250lb flanged
  - Stainless Steel Shafting
  - Mechanical Seal
  - 25hp, 3600rpm, 460/3/60, TEFC, Premium efficient, vertical Shaft Motors.

## Valves

- Individual pump 2" watts lug butterfly suction isolation valves with lever actuator, Stainless steel disc and EPDM elastomers rated for 200psi
- Individual pump 2" Davis Class 300 Lug butterfly isolation valves, SS, rated for 740psi each.
- 2" Valmatic 1400 Pump silent wafer check valves coated with fusion bonded epoxy and SS disc rated for 400psi.
- 2.5" Claval 52-03BPKCKDKO pressure relief valve/surge anticipation, Angle, 300#, with anti-cavitation trim and SS piloting and tubing – piped to atmosphere thru the building wall
- 2.5" Davis Class 300 ClaVal Lug butterfly isolation valve, SS, rated for 740psi
- Individual pump ½" Valmatic 22.7 air release valves rated for 300psi
- 316SS single piece isolation ball valves for instrumentation and air relief valve isolation
- 1.5" Claval 49-01BCSPYKCKO with discharge orifice plate, globe, 300lb, flow control and pressure reducing valve coupled with electrical actuated ball valve.

## Skid

- Channel skid system with ¼" deckplate
- Steel Grit blasting to SSPC-10 of station structural steel.
- PPG Envirocyl Zinc epoxy powder coat Primer
- Poly Powder coated non-skid paint system

John Murtaugh  
Director  
Package Systems  
69.585.2198  
nmurtaugh@motorcontrols.com

Mark LaVamway  
Product Manager  
Package Systems  
214.446.8870  
mlavamway@motorcontrols.com

Emily Lewis  
Key Account Manager  
Package Systems  
214.213.6629  
elewis@motorcontrols.com

John Edwards  
Product Manager  
Control Systems  
214.354.3524  
jedwards@motorcontrols.com

Chris Dove  
Sales  
Package Systems  
469.442.7552  
cdove@motorcontrols.com



# MCI

Prefabricated Pump Stations and Controls

2818 Virgo Lane  
(P.O. Box 59988)  
Dallas, Texas 75229-1986

Tel: 972 247 4440  
Fax: 972 247 8991

## Piping/Ancillary items

- 304SS Sch40 Station piping
- 6" Station suction manifold
- 4" Station discharge manifold with 300lb flanges
- 3" Station flowmeter spool with 300lb flanges
- 6" Station suction turndown piping terminating above skid opening
- 4" Station discharge piping terminating above skid opening, with 300lb flanges.
- Station suction and discharge dismantling joints for contractor pipe connections.

## Station Building

- Dupont Building – IBC/UBC rated
- 125MPH wind load
- 30Lb Roof load
- R22 ceiling insulation
- R11 Wall insulation
- Exterior split-faced block exterior
- Exterior standing seam metal roof
- Interior FRP paneling
- Double 3-0 Aluminum Joiner door with SS hardware, Threshold, insulation and aluminum drip cap
- 200amp Service entrance rated NEMA 3R fusible disconnect
- Transformer circuit breaker disconnect
- 10KVA enclosed transformer
- 125amp Circuit breaker distribution panel
- Qty (3) overhead fluorescent lights with wall switch
- Interior emergency exit light
- Exterior photocell light system
- Qty (4) Interior exterior GFI receptacles
- 12" Exhaust fan system with rainhoods
- 5Kw Station heater
- Interior smoke alarm
- Main Door instruction alarm contact switch

John Murtaugh  
Director  
Package Systems  
69.585.2198  
nmurtaugh@motorcontrols.com

Mark LaVarnway  
Product Manager  
Package Systems  
214.446.8870  
mlavarnway@motorcontrols.com

Emily Lewis  
Key Account Manager  
Package Systems  
214.213.6629  
elewis@motorcontrols.com

John Edwards  
Product Manager  
Control Systems  
214.354.3524  
jedwards@motorcontrols.com

Chris Dove  
Sales  
Package Systems  
469.442.7552  
cdove@motorcontrols.com



# **MCI**

Prefabricated Pump Stations and Controls

2818 Virgo Lane  
(P.O. Box 58988)  
Dallas, Texas 75229-1988

Tel: 972.247.4440  
Fax: 972.247.8991

**On Site set supervision, Start up and training Included – 1 day**

**PRICE: \$ 142,911.00 includes freight and State approval for building**

**Adder for Hack CL17 Chlorine Analyzer = 4375.00 installed**

**Estimated Freight to job site: \$Included**

## **Section 26 65 00 Communication and Controls**

### **1 Set of Data Communication Systems Hardware Only**

- **Pump Station Radio Control Panel**
  - 1 Ea. N4 Control Panel
  - 1 Ea Phoenix Contact 24 Vdc Power Supply
  - 1 Ea Phoenix Contact Ethernet Switch
  - 2 Ea Phoenix Contact Ethernet Radios
  - 2 Ea Phoenix Contact RF Surge Arrestors
  - 2 Ea Yagi Antennas with Cables
- **Hach CL17 Analyzer**
- **Storage Tank Radio Control Panel**
  - 1 Ea. N4 Control Panel
  - 1 Ea Phoenix Contact 24 Vdc Power Supply
  - 1 Ea Phoenix Contact Ethernet Radio
  - 1 Ea AB PLC
  - 1 Ea Phoenix Contact RF Surge Arrestors

John Murtaugh  
Director  
Package Systems  
59.585.2198  
murtaugh@motorcontrols.com

Mark LaVarnway  
Product Manager  
Package Systems  
214.446.8870  
mlavarnway@motorcontrols.com

Emily Lewis  
Key Account Manager  
Package Systems  
214.213.6629  
elewis@motorcontrols.com

John Edwards  
Product Manager  
Control Systems  
214.354.3524  
jedwards@motorcontrols.com

Chris Dove  
Sales  
Package Systems  
469.442.7552  
cdove@motorcontrols.com



# MCI

Prefabricated Pump Stations and Controls

2818 Virgo Lane  
(P.O. Box 59986)  
Dallas, Texas 75229-1986

Tel: 972.247.4440  
Fax: 972.247.8991

- 1 Ea Yagi Antennas with Cables
- WTP Rank Radio Control Panel
  - 1 Ea. N4 Control Panel
  - 1 Ea Phoenix Contact 24 Vdc Power Supply
  - 1 Ea Phoenix Contact Ethernet Radio
  - 1 Ea Phoenix Contact RF Surge Arrestors
  - 1 Ea Yagi Antennas with Cables

**Not Included:**

- Sleeves, Sleeve Seals & Grout
- Installation
- Programming changes to WTP PLC
- Radio Path Studies

**PRICE: \$ 19,890.00 includes freight**

**FOB: Dallas, Texas**

**Lead Time: 3-4 weeks for submittals following order acceptance  
12-16 weeks following approved submittals**

- **INCLUDED**
  - MPC Remote Cell Monitoring w/1 Year Activation 250 MB Data Plan Limit per month

**Additional Warranty items**

- 2 year warranty on Station

**Example of pump station building – Colors to be selected by client (see below)**

John Murtaugh  
Director  
Package Systems  
69.585.2198  
nmurtaugh@motorcontrols.com

Mark LaVarway  
Product Manager  
Package Systems  
214.446.8870  
mlavarway@motorcontrols.com

Emily Lewis  
Key Account Manager  
Package Systems  
214.213.6629  
elewis@motorcontrols.com

John Edwards  
Product Manager  
Control Systems  
214.354.3524  
jedwards@motorcontrols.com

Chris Dove  
Sales  
Package Systems  
469.442.7552  
cdove@motorcontrols.com



# MCI

Prefabricated Pump Stations and Controls

2818 Virgo Lane  
(P.O. Box 59986)  
Dallas, Texas 75229-1986

Tel: 972.247.4440  
Fax: 972.247.8991



**Pricing does NOT include any installation, crane charges, taxes unless otherwise noted.**

#### TERMS AND CONDITIONS OF SALE

All sales by and purchases from MOTOR CONTROLS INC., (Seller) are governed by the following terms and conditions:

1. All purchases and credits occurring after the closing date of a month will appear on the periodic statement for the next month. Payment shall be made to the Seller in U.S. currency at its offices in Dallas, Dallas County, Texas.
2. All purchase orders are subject to acceptance at Motor Controls Inc, Dallas, Texas. The following terms shall govern unless superseded by revised or negotiated terms listed in the proposal body. Receipt of Production deposit, verification of acceptable credit and confirmation of design are required before production. On domestic orders of \$100,000 or less, a 20% production deposit is required to initiate the order with the balance due net 30 days from date of final invoice. Orders over \$100,000 shall require a 40% production deposit. For international orders, either an Irrevocable Letter of Credit (ILC) drawn on a U.S. Bank, with all costs of the ILC borne by the purchaser, is required for the full amount of purchase at time of order, or a 50% cash deposit with order and the remainder paid in cash when product is ready for shipment.
3. In all cases if customer is unable to accept delivery once fabrication, assembly and testing are completed at the factory MCI shall invoice the total balance due. Customer shall agree to coordinate with MCI for storage arrangements and/or additional storage charges as deemed appropriate and necessary.

John Murtaugh  
Director  
Package Systems  
69.585.2198  
nmurtaugh@motorcontrols.com

Mark LaVamway  
Product Manager  
Package Systems  
214.446.8870  
mlavamway@motorcontrols.com

Emily Lewis  
Key Account Manager  
Package Systems  
214.213.6629  
elewis@motorcontrols.com

John Edwards  
Product Manager  
Control Systems  
214.354.3524  
jedwards@motorcontrols.com

Chris Dove  
Sales  
Package Systems  
469.442.7552  
cdove@motorcontrols.com



# **MCI**

## Prefabricated Pump Stations and Controls

2818 Virgo Lane  
(P. O. Box 59986)  
Dallas, Texas 75229-1986

Tel: 972.247.4440  
Fax: 972.247.8991

4. Late fee of 1.5% per month will be added to any balance due after thirty (30) days from the date of invoice. All payments and/or credits are applied to the outstanding balance before computing a finance charge.
5. All Orders shall be F.O.B. Dallas, Texas.
6. State, city and local taxes are excluded from the contract price unless otherwise noted. Sales tax will be invoiced on the contract price unless written exemption is provided.
7. Prices valid for 60 days from date of proposal unless  
Otherwise noted
8. Orders regularly entered, whether verbal or written, can only be cancelled in writing by the Buyer upon terms that will compensate the Seller against loss. Any additional paperwork furnished at the Buyer's request, such as sketches, drawings and specification sheets will be charged at Seller's cost.
9. Any claim for defects, damages or shortages of an order delivered must be made by the Buyer in writing and delivered to Seller within a period of ten (10) days after delivery. Failure to make such claim within the specified time constitutes an acceptance and admission that the order fully complies with the terms, conditions and specifications required. The Seller's liability shall be limited to the stated selling price of any defective goods and shall in no event include special or consequential damages, including profits (or profits lost) or loss of use. Seller shall not be liable to buyer or any other person for any liability, loss, or damage caused or alleged to be caused, directly or indirectly, by the pumping package. Seller makes no warranty, whether express or implied, with respect to fitness for a particular purpose or merchantability of the pumping package or component
10. The Buyer bears the risk of loss of or damage to or destruction of the goods from the time of delivery. The Seller retains title to the goods until the Buyer pays the entire purchase price as specified plus any interest thereon. If requested by Seller, Buyer shall execute a security agreement and financing statement evidencing Seller's security interest in the goods delivered to Buyer
11. If the credit of Buyer in the judgment of the Seller becomes impaired at any time, the Seller has the right to require payment in advance before making further shipments, and to demand immediate performance of the Buyer of all obligations imposed upon him by this agreement.
12. If there is any breach of or default under this agreement and if the same is placed in the hands of an attorney for collection, or if collected by lawsuit or through the probate or bankruptcy court, or if any action of foreclosure be had hereunder, Buyer shall be liable for reasonable attorney's fees incurred by the Seller. In the event of default by Buyer, Seller may immediately proceed to enforce payment of Buyer's obligation and exercise all the rights and remedies provided by the Business and Commerce Code of the State of Texas, or the Uniform Commercial Code, as well as any other rights and remedies afforded to Seller by law. Should Buyer be in default, Seller may require Buyer to return all goods previously delivered to Buyer by Seller, and any subsequent expenses for retaking, holding,

John Murtaugh  
Director  
Package Systems  
69.585.2198  
nmurtaugh@motorcontrols.com

Mark LaVarnway  
Product Manager  
Package Systems  
214.446.8870  
mlavarnway@motorcontrols.com

Emily Lewis  
Key Account Manager  
Package Systems  
214.213.6629  
elewis@motorcontrols.com

John Edwards  
Product Manager  
Control Systems  
214.354.3524  
jedwards@motorcontrols.com

Chris Dove  
Sales  
Package Systems  
469.442.7552  
cdove@motorcontrols.com



# **MCI**

## Prefabricated Pump Stations and Controls

2818 Virgo Lane  
(P.O. Box 59986)  
Dallas, Texas 75229-1986

Tel: 972.247.4440  
Fax: 972.247.8991

- preparing for sale, and reselling of such goods shall be at Buyer's expense. Funds realized from such resale shall be credited to Buyer's unpaid account.
13. The Seller, or any credit bureau or investigating agency employed by the Seller, is hereby authorized to investigate the references herein listed or statements or other data obtained from the Buyer or from any other persons pertaining to the Buyer's credit or financial responsibility. The Buyer has read and understands the foregoing terms and conditions of this application for credit and has signed the same as an indication of intent to enter into an agreement with Seller for the future purchase of goods and services from time to time. The Buyer also understands that upon acceptance of this application by the Seller, this document constitutes an agreement between the Buyer and the Seller for payment of debts owed to the Seller in return for the delivery of goods ordered or performance of services requested by Buyer.
  14. The terms herein contained shall be governed by the statutes of the State of Texas, and specifically the Business and Commerce Code of the State of Texas and the Uniform Commercial Code. In the event that any account owing by Buyer to Seller becomes delinquent, and legal proceedings are instituted for collection of said account or indebtedness, such legal proceedings may be instituted and prosecuted against Buyer and its guarantors, if any, in any Court in Dallas County, Texas, and the undersigned expressly agrees that venue for such proceeding shall be in Dallas County, Texas, even if the principal offices of the Buyer are located in another county within this state or outside of this state.
  15. SELLER DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE MERCHANTABILITY OF THE GOODS DELIVERED TO BUYER NOR THE FITNESS OF SUCH GOODS FOR A PARTICULAR USE UNLESS A WRITTEN WARRANTY IS GIVEN TO BUYER BY SELLER AT TIME OF DELIVERY.
  16. Seller warrants that the water pumping system or components will be free of defects in Materials and workmanship for 2 years from date of authorized start-up but not later than 27 months from date of invoice;

Provided that all installation and operation responsibilities have been properly performed and documented. Seller will provide a replacement part or component during the warranty life. Repairs done at Seller expense must be pre-authorized. Upon request, Seller will provide advice for troubleshooting the system.

This proposal contains equipment that may require costly means to remove or replace based on site conditions. Seller will not accept liability for costs associated with the removal or replacement of equipment in difficult to access locations. This includes but is not limited to the use of large cranes, diving services, barges, helicopters, or other unusual requirements.

Default of any agreement with Seller or;

- a. The misuse, abuse of the pumping package outside its intended use.
- b. Failure to perform required maintenance service.

John Murtaugh  
Director  
Package Systems  
69.585.2198  
nmurtaugh@motorcontrols.com

Mark LaVarway  
Product Manager  
Package Systems  
214.446.8870  
mlavarway@motorcontrols.com

Emily Lewis  
Key Account Manager  
Package Systems  
214.213.6629  
elewis@motorcontrols.com

John Edwards  
Product Manager  
Control Systems  
214.354.3524  
jedwards@motorcontrols.com

Chris Dove  
Sales  
Package Systems  
469.442.7552  
cdove@motorcontrols.com



# MCI

Prefabricated Pump Stations and Controls

2818 Virgo Lane  
(P.O. Box 59986)  
Dallas, Texas 75229-1986

Tel: 972.247.4440  
Fax: 972.247.8991

- c. Pumping water not suitable for irrigation.
  - d. Exposure to electrolysis erosion.
  - e. Water salinity in excess of 2000 parts per million.
  - f. Water from a reverse osmosis plant without countermeasures in place.
  - g. Water with a Langelier Index less than -0.5 and greater than +1.5
  - h. Presence of destructive gaseous or chemical solutions in our around the packaged system.
17. The terms contained herein may be modified only by written agreement signed by Buyer and an officer of Seller, MOTOR CONTROLS INC.

Is this sale Taxable? (Circle one) YES NO

(If non-taxable please provide tax exempt certificate for the "ship-to" state)  
\*\*Please fill out fields below and return all pages.\*\*

Accepted for Buyer: \_\_\_\_\_

Date: \_\_\_\_\_ Total Value with options: \_\_\_\_\_

Requested ship date: \_\_\_\_\_

Ship to Address: \_\_\_\_\_

Street address: \_\_\_\_\_

County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone & Fax: \_\_\_\_\_ / \_\_\_\_\_

Email: \_\_\_\_\_

John Murtaugh  
Director  
Package Systems  
69.585.2198  
nmurtaugh@motorcontrols.com

Mark LaVarnway  
Product Manager  
Package Systems  
214.446.8870  
mlavarnway@motorcontrols.com

Emily Lewis  
Key Account Manager  
Package Systems  
214.213.6629  
elewis@motorcontrols.com

John Edwards  
Product Manager  
Control Systems  
214.354.3524  
jedwards@motorcontrols.com

Chris Dove  
Sales  
Package Systems  
469.442.7552  
cdove@motorcontrols.com

40

TOWN OF MORRISON  
BOARD OF TRUSTEES SPECIAL MEETING  
April 25, 2016  
Board Action Form

---

**SUBJECT:** Approve contracts with Timberline Electric & Controls and Cross Diamond Electric, Inc. subject to attorney approval.

**TOWN ATTORNEY REVIEW:** [ ] YES [ ] NO - Jerry will review contract prior to signing.

**MOTION:** Motion to enter into contracts, upon attorney approval of final form of contract, with Timberline Electric & Controls in the amount of \$22,665 and Cross Diamond Electric, Inc. in the amount of \$19,050.