

**CITY OF GRAND JUNCTION**  
**SOLE SOURCE JUSTIFICATION FORM**

Date: 10/17/2023 Requested By: Aaron Rice  
 Department: Utilities Division: Wastewater  
 Vendor Name: Falcon Environmental Net Cost Delivered: \$ 110,595

Provide G/L Account where funds are budgeted: 902-615-090-8425  
 Project code, if applicable F1704 - Lift Station Elimination / replacement

**SOLE SOURCE JUSTIFICATION**

*(INITIAL ALL ENTRIES THAT APPLY)*

Material/Service Description: Mesa Mall lift station replacement.

1.        - The vendor is the original equipment supplier/manufacture and there are no regional distributors;
2.        - The product, equipment or service requested is clearly superior functionally to all other similar products, equipment or service available from another manufacturer or vendor;
3. X - The over-riding consideration for purchase is compatibility or conformity with City-owned equipment in which non-conformance would require the expenditure of additional funds;
4.        - No other equipment is available that shall meet the specialized needs of the department or perform the intended function;
5.        - Detailed justification is available which establishes beyond doubt that the Vendor is the only source practicably available to provide the item or service required;
6.        - Detailed justification is available which proves it is economically advantageous to use the product, equipment or service.

**Attach Justification Memo and Pricing Documentation, then proceed with signatures below.**  
**After Dept Head approval, forward to Purchasing.**

**Department Director Approval:**

I recommend that competitive procurement be waived and that the service or material described herein be purchased as a sole source.

Signed: \_\_\_\_\_, \_\_\_\_\_  
 Department Head Signature Date

**Purchasing Approval:**

Based on the above and attached documents, I have determined this to be a sole source with no other vendor practicably available.

Signed: \_\_\_\_\_, \_\_\_\_\_  
 Purchasing Manager Signature Date

**Final Authorization**

City Manager Approval Required (\$25K to \$50K) yes / no

Signed: \_\_\_\_\_, \_\_\_\_\_  
 City Manager Signature Date

City Council Approval Required (over \$50K) yes / no

\*November 1, 2023

## *Memorandum*

**TO:** Randi Kim, Utilities Director  
Jay Valentine, General Services Director  
**FROM:** Aaron Rice, Wastewater Maintenance Supervisor  
**DATE:** 9/26/2023  
**SUBJECT:** Sole Source Justification for Replacement Lift Station for Mesa Mall

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This memo is to serve as sole source justification for the procurement of a new lift station located at Mesa Mall. The current lift station is in poor condition and at the end of its useful service life.

Currently, all 26 lift stations within the Persigo 201 boundary have been manufactured by Smith & Loveless. Our current maintenance team is well-trained in repairing and maintaining these lift stations and the consideration is to maintain compatibility between lift stations for the sake of utilizing the systems, spare parts, and expertise the Maintenance team currently possesses. Smith and Loveless has designed this lift station as a replica. Having a replica, we can efficiently disconnect and disassemble the old station and replace it with the new one. The exact replica removes additional permitting and design requirements from the Colorado Department of Public Health and Environment which would result in additional expenditures.

This purchase request satisfies the criteria in the City of Grand Junction's "Purchasing Policy and Procedure Manual", section 14: Sole Source Designation, 14.2: Sole Source Criteria:

- (b) The compatibility or conformity with City-owned equipment or materials in which nonconformance would require the expenditure of additional funds



**Smith & Loveless, Inc.**

14040 Santa Fe Trail Drive  
Lenexa, Kansas 66215  
913/888-5201

Name and Address:

Quotation Date: October 9<sup>th</sup>, 2023  
Inquiry Number: 34868  
Engineer:  
Job Location: Grand Junction, CO  
Project: Mesa Mall PS  
(Replace 16-5570)

Smith & Loveless, Inc., having an office at 14040 Santa Fe Trail Drive, Lenexa, Kansas 66215 (hereinafter referred to as "Seller"), hereby agrees to sell to the buyer designated below (hereinafter referred to as "Buyer"), the following equipment subject to all of the provisions set forth in this Sales Agreement. ***The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or bind Seller in any way.***

ONE **SMITH & LOVELESS®** Factory-Built **EVERLAST™** Series 3000 pumping station complete with fiberglass housing and structural steel base suitable for installation on top of a 6'-0" inside diameter wet well opening. The principal items of equipment include two vertical, close-coupled, vacuum-primed, 4", 4B2B\*1 Smith & Loveless non-clog pumps, each capable of delivering 80 GPM at 32' TDH with a required static suction lift of 16', and each driven by 3 HP, 1200 RPM, 3 phase, 60 cycle, 208 volt motor; valves, 4" internal piping; central control panel with circuit breakers; motor starters and **QUICKSMART™** PLC automatic pumping level controls; priming pumps; ventilator, and all internal wiring.

Station provided with 4" flanged suction connections and 4" plain-end discharge connection with compression coupling.

**Standard Equipment Included:**

**QUICKSMART™** PLC digital control package with color touch-screen with following display functions:

- High water alarm
- Field selectable pump alternation sequence (timed or sequential)
- Individual and totalizing running time meters
- Alarm silence switch with automatic reset
- Prime mode selector – Constant or On-Demand

U.L. NEMA 4 Station Control Panel

**SHADE AIDE™** aluminum hood to shield the HMI display from direct sunlight

Float switch back-up level controls

Surge protection device

Hand-off-automatic selector switches

Vacuum priming system

Pump failure/prime failure via common alarm contact

Duplex GFI convenience receptacle

Spare S&L mechanical seal and volute gasket

Spare 24V power supply transformer

10 year enhanced warranty on pump volute and impeller and fiberglass enclosure

5-Year enhanced warranty on **QUICKSMART™** PLC control system

**Optional Equipment Items Included:**

**RAPIDJACK®** Check Valves  
Transformer (5 KVA)  
High Level Alarm Backup Float Switch  
Alarm Light (120 V)  
Alarm Dialer Interface  
Cold Climate Package:  
- Insulated Hood  
- Auxiliary Heater  
- Vacuum Release System  
- SS Duralast Baseplate



All included in  
Price

**Specifically Excluded Items:**

Unloading, hauling from nearest unloading area and storage  
Excavation, backfilling, grading and all field labor  
Concrete, concrete work, grout or grouting  
Concrete embedded items  
Piping connections or any piping outside the pump station  
Electrical wiring and conduit outside the pump station  
Unpacking and installation of accessory items, including touch-up painting  
Videotaping of startup or training sessions  
Any items not specifically included in this Sales Agreement are specifically excluded from Smith & Loveless scope of supply  
Field Vibration Testing  
PLC Program Copy (if applicable)

Smith & Loveless, Inc. will provide one electronic copy of the O&M on CD in PDF format and four hard copies of the O&M. Additional copies can be provided for \$50 per copy.

**PRICE, SUBMITTAL DATA & DELIVERY:**

**\$ 110,595**

F.O.B. factory plus any taxes, which may apply. Truck/Rail freight allowed to the job site, rail siding or nearest unloading area-unloading to be by Buyer. Due to the spike in gas prices, which is beyond the control of Smith & Loveless at the time of our quotation/bid, a fuel surcharge may need to be assessed at time of shipment.

We are currently experiencing large increases in the price of materials and components with very little advance notice. Therefore, the sales price of the equipment quoted herein is subject to an escalation in price. Escalation shall be based upon the increase incurred by Smith & Loveless for the material or components in excess of 5% from the time of quote. The escalation shall be calculated as the % increase over 5% of the material/component item and shall include material handling factor and overhead. Such escalation shall be verified through quotes, invoices or receipts from suppliers to Smith & Loveless.

One day supervision of initial operation over one trip is included. If additional days are required, Seller will furnish a **factory-trained supervisor** for \$950 per day including travel time plus actual travel expenses.

With continuing approval of the Smith & Loveless Credit Department, payments terms are 100% Net 30 days from date of shipment, or at time of start-up, whichever occurs first.

Price is firm for 30 days from the date of proposal.

Seller to send Submittal Data for approval 4-6 weeks after receipt of complete details at Seller's factory.

Manufacturing completion is estimated 20-24 weeks after receipt in Seller's office of approved Submittal Data and/or after all notations or comments have been clarified, approved and inserted into the manufacturing documents by the Seller. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved but which contain contingencies or variations may impact the completion time of the equipment.

Please be advised, delivery quotes are estimates and subject to change based on the current, unpredictable supply chain. Smith and Loveless Inc. cannot guarantee delivery dates, nor accept responsibility for liquidated damages incurred from a late shipment.

#### **ADDITIONAL TERMS AND CONDITIONS**

**1. GENERAL A.** Buyer's execution of this Agreement constitutes Buyer's offer to purchase, on the terms and conditions set forth herein, the equipment described in this agreement, and such offer is irrevocable for thirty (30) days after Buyer executes and delivers to Seller this Agreement together with all necessary engineering data and information. Prices are firm for thirty (30) days after the bid date provided a firm order is received at the factory within that time period and provided approved Submittal Data is received at the factory within forty-five (45) days from the date submittals are forwarded from the factory. In the event firm orders and Submittal Data are not received by Seller within the times set forth above, then price and delivery estimates may change due to changes in the costs of material and labor and/or factory capacity at the time when the firm orders or approved Submittal Data is received by Seller. Seller reserves the right to amend this Sales Agreement if not signed and returned within thirty (30) days from the quotation date. In the event we are unable to ship within estimated period for reasons beyond our control, including a request by the Buyer to defer shipment, the prices are subject to adjustment to those prevailing at the time of shipment.

**B.** THIS AGREEMENT IS NOT BINDING ON SELLER UNLESS SIGNED ON SELLER'S BEHALF BY AN OFFICER OR MANAGER OF SELLER.

**C.** This Agreement constitutes the entire contract between the parties with respect to said equipment (any prior agreement, representation, covenant or warranty, written or oral, being superseded hereby) and may not be amended or modified except by a written instrument duly executed by both parties, the provisions of any purchase order or other document submitted by or on behalf of Buyer to the contrary notwithstanding.

**D.** All notices hereunder are to be in writing and mailed postage prepaid to the party being notified at the address indicated in this agreement or at such other address as may be designated in writing.

**E.** Remedies provided for herein are cumulative and are in addition to all other remedies as may be available at law or in equity.

**F.** This Agreement is governed by and subject to the laws of the State of Kansas and the Buyer by executing this agreement agrees to submit to the Jurisdiction of the State of Kansas and the venue for any disputes between the parties will be in the District Court of Johnson County, Kansas, or the Federal District Court of Kansas.

**2. NOTICE TO PROCEED-** Return to Seller of approved Submittal Data or notification to Seller that the submission of submittals will be waived, constitutes notice to Seller to proceed with manufacture. In the event Seller does not receive approved Submittal Data within forty-five (45) days after Seller's submission of submittal data for approval, then Seller reserves the right to amend price and delivery of the equipment being sold. Final approved Submittal Data means approval by Buyer (or Buyer's representative) of Seller's Submittal Data and/or after all notations or comments have been clarified, approved and inserted into Seller's manufacturing documents at which point Seller's estimated completion schedule commences. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved but which contain contingencies or variations may impact the completion time of the equipment. Seller agrees to furnish only the equipment included in Seller's quotation and/or as described and modified in the Submittal Data. Approval of the Submittal Data constitutes acceptance of the equipment in the configuration described therein. If Seller is directed to change the scope of the equipment after notice to proceed to manufacture, then Seller reserves the right to amend the price and delivery of the equipment.

**3. EXCUSED PERFORMANCE-** Seller is not liable for any failure or delay in performance hereof, with respect to delivery or otherwise, if such failure or delay is due to any cause beyond Seller's control including, but not limited to, any Act of God, war, civil disturbance, riot, labor difficulty, factory capacity, fire, other casualty, accident or supplier's failure or inability to perform.

**4. CREDIT APPROVAL-** The credit terms specified herein are subject to Seller's continuing approval of Buyer's credit and if, in Seller's sole judgment, Buyer's credit or financial standing is impaired as to cause Seller to deem itself insecure, Seller may withdraw the extension of credit and require other payment terms.

**5. PAYMENT-** Subject only to any credit terms, which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified herein, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and Buyer's payment obligation is in no way dependent or contingent upon Buyer's receipt of payment from any other party. Any balance owed by Buyer for thirty (30) days or more after the same becomes due is subject to a 2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all damages, costs and expenses, including reasonable attorneys' fees, which Seller may incur with respect to Buyer's breach of this Sales Agreement or the collection of past due amounts from Buyer. If Buyer is in default under this or any other agreement with Seller, Seller may, at its option, defer performance hereunder until such default is cured.

**6. SECURITY INTEREST-** Until all amounts due hereunder have been paid in full, Seller has a security interest in said equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of said equipment without legal process and the right to require Buyer to assemble said equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in said equipment may be perfected.

**7. WARRANTY & LIABILITY-** Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR DESIGN AND WHICH ARE EXPRESSLY DISCLAIMED BY SELLER. Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer. Seller is not liable in association with its warranty or in any other capacity for any consequential, incidental or liquidated damages, late fees/damages or penalties.

**8. CLAIM PERIOD-** Buyer shall immediately inspect said equipment upon receipt thereof and immediately notify the carrier of any damage, shortage or other nonconformance. Seller is not obligated to consider any claim for damages, shortages or non-conformance unless notified by Buyer within ten (10 ) days after Buyer's receipt of said equipment.

**9. CANCELLATION-** Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder. This cancellation charge is intended to compensate Seller for difficult-to-calculate economic losses, including but not limited to, material and labor costs, as well as loss of anticipated profits suffered due to cancellation.

**10. SEVERABILITY** – If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**11. STORAGE-** If at such time, within or after the estimated shipment period specified herein, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is so stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 2% of the purchase price.

**12. DRAWINGS, ILLUSTRATIONS AND MANUALS-** Catalog and proposal drawings, bulletins, and other accompanying literature are solely for purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable. Submittal for approval, if required, will be made after receipt of complete information from Buyer. Unless otherwise specified at the time of quotation, six sets will be furnished. Additional sets are at \$25.00 per set. Installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation. If none specified, four will be provided at no added cost, with additional copies at \$50.00 each.

**13. PERMITS, LICENSES-** Buyer at its sole cost and expense shall obtain all building or other permits or licenses with respect to the installation and operation of said equipment required by any federal, state or local governmental body.

**14. PATENT INDEMNIFICATION-** Seller shall, at its own expense, defend any suit instituted against Buyer, based on any claim that equipment furnished hereunder infringes any Letters Patent of the United States, and Seller shall pay any damages assessed against Buyer in any such suit, provided that Buyer, upon service of process upon Buyer, gives to Seller notice in writing of the institution of such suit, and permits Seller, through counsel chosen by Seller, to defend the same, and gives Seller all information in Buyer's possession and reasonable assistance and authority to enable Seller so to do. Seller shall have no liability or obligation to Buyer for patent infringement resulting from compliance by Seller with written instructions or specifications of Buyer concerning the structure, operation, material, or method of making equipment furnished hereunder.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Buyer

By \_\_\_\_\_  
Print Name

By \_\_\_\_\_  
Authorized Signature

Physical Address

Email Address

Is this purchase tax exempt? **Yes** ☐ **No** ☐

If **YES**, attach Sales Tax Exemption Certificate. Failure to provide tax exempt certificate prior to shipment will result in Buyer being responsible for all applicable taxes.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
at Lenexa, KS.

**SMITH & LOVELESS, INC**

By \_\_\_\_\_  
Authorized Signature

Prepared by \_\_\_\_\_  
Sales Representative

**NOTE:** The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or to bind Seller in any way.



## Grand Junction City Council

### Regular Session

Item #3.b.

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**Meeting Date:** November 1, 2023  
**Presented By:** Randi Kim, Utilities Director  
**Department:** Utilities  
**Submitted By:** Kurt Carson, Wastewater Services Manager

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### Information

#### **SUBJECT:**

Sole Source Purchase of Mesa Mall Lift Station Replacement

#### **RECOMMENDATION:**

Staff recommends a sole source approval for the purchase of a Smith & Loveless lift station from Falcon Environmental in the amount of \$110,595.

#### **EXECUTIVE SUMMARY:**

This request is to make a sole-source purchase of a Smith & Loveless lift station from Falcon Environmental in the amount of \$110,595. This purchase is to replace the existing Mesa Mall lift station which is past its service life.

#### **BACKGROUND OR DETAILED INFORMATION:**

The existing Mesa Mall lift station was installed in November 1984 and has been in operation for the past 40 years. This lift station is owned by the Persigo sewer system and provides sewer service to numerous restaurants and businesses at the Mesa Mall.

In 2022, the City's asset management specialist conducted a detailed condition assessment of all the City's 26 sewer lift stations. The condition assessment concluded that the Mesa Mall lift station was in very poor condition and recommended immediate replacement of the lift station.

The Colorado Department Public Health and Environment (CDPHE) regulates the operation, maintenance, design, and construction of sewer lift stations under Regulation 22. Regulation 22 allows for an exact replacement of pumps and equipment on lift stations as an O&M (operations and maintenance) activity without notification to, or approval from, CDPHE. However, Regulation 22 also states that if the sewer lift station

is significantly changed in capacity, redesigned, or has a material change in equipment, it requires CDPHE permitting and approval.

Smith & Loveless is the original manufacturer of the Mesa Mall lift station. Installation of an exact replacement of the original pumps and controls on the lift station would not require permitting and approval by CDPHE. This would be considered an O&M activity. The capacity of the lift station is sufficient from the original design in 1984. The only issue is that that station is in poor condition and at the end of its service life.

If staff selected another manufacturer of lift stations to replace the existing Smith & Loveless station, it would result in the expenditure of additional funds due to the incompatibility of the existing wet well and forcemain as well as additional engineering and CDPHE permitting needed for a different manufacturer. Furthermore, staff have standardized all 26 sewer lift stations around the Smith & Loveless design. A lift station from a different manufacturer would complicate the maintenance and spare parts needed.

**FISCAL IMPACT:**

The cost of this purchase is included in the 2023 adopted Sewer Enterprise Fund budget.

**SUGGESTED MOTION:**

I move to (approve/deny) the City Purchasing Division to issue a purchase order with Falcon Environmental for the sole source purchase of a Smith & Loveless lift station in the amount of \$110,595.

**Attachments**

None