

**PUBLIC WORKS MEMORANDUM**  
**#15-2023**

**DATE:** April 10, 2023

**TO:** Honorable Mayor Meredith Leighty and City Council Members

**THROUGH:** Heather Geyer, City Manager *hmg*  
Jason Loveland, Interim Deputy City Manager *AL2*

**FROM:** Kent Kisselman, PE, Director of Public Works *FKK*

**SUBJECT:** CR-67 – Capital Equipment Purchase

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**PURPOSE**

To consider CR-67, a resolution authorizing the City Manager to issue a purchase order for a front loader for the Public Works Department.

**BACKGROUND**

Public Works funds capital equipment purchases through the General Fund, Sanitation Fund, Water Fund and Wastewater Fund. The table below shows a purchase request for a Komatsu Front Loader within the Sanitation Fund and the specific bid award contract from Sourcewell, a government-to-government procurement service available nationwide. The final cost includes a \$38,000 trade allowance for trading in the existing loader.

The Fleet Maintenance Division evaluates all vehicles every six months, looking at age, miles, hours, general condition, and necessary maintenance. Using these criteria, a condition value is assigned to each vehicle. Value 1 is a new vehicle, while vehicles with a value greater than 10 need replacement. As noted in the table below, the front loader to be replaced has a value of 14.

FUND	CONDITION RATING	ITEM	VENDOR	BUDGETED AMOUNT	BID AMOUNT
Sanitation	14	Komatsu Front Loader	Power Motive Corporation	\$240,000	\$117,296.87

**BUDGET/TIME IMPLICATIONS**

The 2023 Sanitation Fund has \$240,000 appropriated for the equipment purchase as listed in the table shown above. The cost is \$117,296.87. Delivery is expected by the end of the month.

**STAFF RECOMMENDATION**

Attached to this memorandum is CR-67, a resolution that, if approved, would authorize the City Manager to issue a purchase order to Power Motive Corporation for \$117,296.87 to purchase one Komatsu Front Loader. Staff recommends approval of CR-67.

**STAFF REFERENCE**

If Council members have any questions, please contact Kent Kisselman, Director of Public Works, at [kkisselman@northglenn.org](mailto:kkisselman@northglenn.org) or 303.450.4005.

**ATTACHMENT**

- 1. Equipment Contract

CR-67 – Capital Equipment Purchase



**ATTACHMENT 1**  
 5000 Vasquez Boulevard | Denver, Colorado 80216 | (303) 355-5900  
 2340 I-70 Frontage Road | Grand Junction, Colorado 81505 | (970) 241-1550  
 2239 Commercial Boulevard | Colorado Springs, Colorado 80906 | (719) 576-5541  
 2600 Center Drive | Milliken, Colorado 80543 | (970) 587-1188  
 39 Kay Cee Lane | Durango, Colorado 81301 | (970) 259-0455  
 7854 Hutchins Drive | Cheyenne, Wyoming 82007 | (307) 634-5149

Please enter our order of equipment as listed below:

Customer Number 10184 P.O. Number \_\_\_\_\_

Purchaser CITY OF NORTHGLENN Phone Number 303-450-4008

Address 12301 CLAUDE COURT NORTHGLENN CO 80241 Fax Number \_\_\_\_\_

DESCRIPTION	SERIAL NUMBER	AMOUNT
KOMATSU WA200-8 WHEEL LOADER	FACTORY	\$155,296.87
2.6 CUBIC YARD PIN ON BUCKET WITH BOLT ON CUTTING EDGE		
BLOCK HEATER INSTALLED		
OIL PAN HEATER INSTALLED		
HYDROSTATIC TRANSMISSION		
20.5-R25 XHA L3 MICHELIN TIRES		
2 SPOOL VALVE HYD CONTOL WITH MONO-LEVER		
KOMTRAX LEVEL 5		
COLOR REAR-VIEW CAMERA AND MONITOR		

Weight of Vehicle: \_\_\_\_\_  
 Branch Location: **PMC DENVER**

Ship To Location: **12301 CLAUDE COURT NORTHGLENN CO 80241**

	SUB TOTAL	\$155,296.87
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TRADE INFORMATION	SERIAL NUMBER	TRADE ALLOWANCE
KOMATSU WA200-5 WHEEL LOADER	65070	\$38,000.00

	<b>TOTAL TRADE-IN ALLOWANCE</b>	\$38,000.00
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**WARRANTY**


"AS-IS, WHERE-IS, NO WARRANTY EITHER EXPRESSED OR IMPLIED

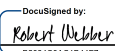
OTHER: 

STANDARD WARRANTY 1YR/UNLIMITED HRS

Balance	\$117,296.87
Delivery Charge	\$0.00
Non-Taxable	
State Tax	0 % \$0.00
City Tax	0 % \$0.00
County Tax	0 % \$0.00
RTD Tax	0 % \$0.00
<b>Balance Due</b>	\$117,296.87
Down Payment	
Other Charges	
Other Credits	
<b>Total</b>	\$117,296.87

Please deliver to me/us the above goods which I/we purchase subject to the **conditions, terms and warranties stated herein and on the reverse side of this agreement** which have been read and thoroughly understood. Finance terms are conditional upon approved credit approval by each finance company. In lieu of approved financing, terms are net due on delivery.

Accepted for POWER MOTIVE CORP  
 By Steve McCondichie  
 Signature   
 Title GM-National Acct  
 Date 1/31/2023

Order dated on this day of Jan 31, 2023  
 Purchaser Robert webber  
 Signature   
 Title Operations Manager  
 Salesman NICK B

### TERMS AND CONDITIONS

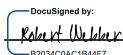
The order on the reverse side is subject to the following terms and conditions.

1. Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance. This order when accepted in writing by a qualified officer or agent shall become a binding contract.
2. The purchaser agrees that this order shall not be countermanded by him and that when it is accepted as above provided, this order and acceptance, and other written contracts, notes and instruments executed in connection therewith will covet all agreements between the parties relative to this transaction, The seller is not bound by any representations, guarantees, warranties or statements made by any agent which are not embodied in these documents or which are, not in themselves, signed by a qualified representative of the company at its Denver office.
3. The seller shall not be responsible for damages resulting from delay in delivery or failure to perform which results from strikes, lock-outs, accidents, fire, delay's in manufacturing or transportation, acts of God or any other caused beyond the control of the seller. In no event shall the seller be liable for special or consequential damages.
4. It is agree that the chattels described in the within order shall remain personal property even though they may hereafter be affixed to real estate
5. It is understood and agreed that title to and right of possession of all equipment described herein shall remain vested in the seller until the entire purchase price and all other indebtedness and sums due or to become due from the purchaser shall have been fully paid. In the event that a chattel mortgage is to be given to the seller as a part of the within agreement, then such title shall remain in the seller until execution and delivery of such instrument of security which by its terms shall then reinvest seller with such title or right to possession as shall be provided therein. Upon purchaser's failure to executive such instruments of security upon seller's demand, seller shall have the right at its option to declare the entire balance of the purchase price due and payable and thereafter repossess such equipment without the necessity of court action. Purchaser agrees to pay to seller any reasonable attorneys' fees, costs of collection including court costs incurred by seller the enforcement of any of its rights hereunder
6. The purchaser agrees that form the date of delivery and until the entire purchase price is paid in full, he will procure and maintain fire and theft insurance for the benefit of the seller to the amount of the unpaid purchase price, and will deliver the policies to the seller.
7. WARRANTY NEW: THE NEW EQUIPMENT COVERED BY THE WITHIN ORDER IS SOLD UNDER SUCH EXPRESS WARRANTY (IF ANY) AS MAY BE SEPARATELY STATED IN WRITING BY THE APPLICABLE MANUFACTURING SUPPLIER, AND IN SUCH CASE, SUCH EXPRESS WARRANTY IS DELIVERED HEREWITH. THERE ARE NO TERMS, CONDITIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OR QUALITY, FITNESS, CAPACITY OR OTHERWISE OF THE GOODS COVERED BY THE WITHIN ORDER OTHER THAN OR DIFFERENT FROM SUCH PRINTED WARRANTY OF SAID MANUFACTURING SUPPLIER. THE SELLER DOES NOT WARRANT ANY SUCH EQUIPMENT IN ANY MANNER WHATSOEVER.
8. WARRANTY USED: USED OR SECOND HAND EQUIPMENT WHICH MAY BE INCLUDED IN THIS ORDER IS SOLD WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIES (EXCEPT THAT SELLER WARRANTS TITLES), UNLESS SUCH WARRANTY IS DESIGNATED IN THE SPACE PROVIDED ON THE FACE OF THIS ORDER  
  
If defects in material or workmanship occur within the warranty period, Power Motive Corp. will furnish necessary parts and install them at no charge to the customer (however, customer furnishes oil, grease, anti-freeze, etc.). Power Motive Corp, reserves the right to decide which parts need replacing. This warranty does not cover the following items: Tires, batteries, electric accessories; cutting edges, teeth, blades, wire rope, filter elements and any similar items of a service or maintenance nature. When warranty service is performed at times other than between 8:00 A.M. and 4:30 P.M. Monday through Friday, Power Motive Corp. will charge the customer the overtime differential which it has to pay the serviceman. This warranty is in lieu of all other-warranties express or implies, and no person is authorized to give any other warranties on the Company's behalf or to assume for it any other liability. This warranty is nontransferable.
9. Purchaser hereby warrants that he or it has good and marketable title to any chattel or property transferred or conveyed to seller as a trade in on any equipment described herin and that he or it has the absolute right to sell, assign and transfer the same to seller free and dear of all liens, pledges, security interests or encumbrances and without any breach of any agreements to which he or it is a party. Purchaser further agrees to indemnify and hold harmless seller from any loss, liability, claim or damages suffered by seller as a result of purchaser's breach of any representation or conditions hereof, including court costs, attorney's fees and other costs of collection incurred by seller in the enforcement of any of its rights hereunder.

**Accepted for POWER MOTIVE CORP:**

Signature   
Date 1/31/2023

**Customer:**

Company Name City of Northglenn  
Signature   
Date 2/1/2023



5000 Vasquez Blvd.  
Denver, CO 80216  
Phone: 303-355-5900  
Fax: 303-388-9328

2340 I-70 Frontage Road  
Grand Junction, CO 81505  
Phone: 970-241-1550  
Fax: 970-241-0166

2259 Commercial Blvd  
Colorado Springs, CO 80906  
Phone: 719-576-5541  
Fax: 719-576-5602

2600 Center Dr.  
P.O. Box 336  
Milliken, CO 80543  
Phone: 303-355-5900  
Fax: 970-587-1190

39 Kay Cee Lane  
Durango, CO 81301  
Phone: 303-355-5900  
Fax: 970-259-0456

7854 Hutchins Drive  
Cheyenne, WY 82001  
Phone: 307-634-5149

January 16th, 2023

City of Northglenn

We are pleased to present the following information for your consideration:

**Komatsu WA200-8 Factory New equipped as follows:**

- Pin on General Purpose Bucket 2.6cy
- 2 Spool Hydraulic Valve with Mono-Lever Control
- 20.5-R25 XHA L3 Michelin Tires
- Oil Pan Heater
- Block Heater
- Standard Warranty 12 Month/ Unlimited Hours whichever occurs first
- FOB City of Northglenn Yard.....\$155,296.87

Thank you for working with us on your equipment needs. We at Power Motive appreciate the opportunity and look forward to earning your business.

All machines are subject to availability and applicable sales tax.

If you have any questions or need additional information, you can reach me at 720-804-5842.

Best Regards,  
Nick Busicchia  
Territory Sales Manager

**FORM E**

**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-KOM

Proposer's full legal name: Komatsu America Corp.

**Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.**

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

**Sourcewell Authorized Signatures:**

DocuSigned by:  
Jeremy Schwartz  
C0FD2A139D06489  
SOURCEWELL DIRECTOR OF OPERATIONS AND  
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

DocuSigned by:  
Chad Coquette  
7E42B8F817A64CC  
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-KOM

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name KOMATSU AMERICA CORP.

Authorized Signatory's Title DIRECTOR, SALES AND MARKETING

[Signature]  
VENDOR AUTHORIZED SIGNATURE

Douglas R Morris  
(NAME PRINTED OR TYPED)

Executed on MAY 10, 2019

Sourcewell Contract # 032119-KOM



**CONTRACT EXTENSION**

**Contract Number: #032119-KOM**

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Komatsu America Corp., 1701 Golf Road, Rolling Meadows, IL 60008 have entered into Contract #032119-KOM for the procurement of Heavy Construction Equipment with Related Accessories, Attachments and Supplies. The Contract has an expiration date of May 13, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of **May 13, 2024**. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Komatsu America Corp.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 12/1/2022 | 1:46 PM CST

DocuSigned by:  
*Rebecca O'Donnell*  
By: EE75C36260B14E2...  
Rebecca O'Donnell  
Title: National Accounts Manager  
Date: 12/7/2022 | 10:47 AM CST

**Komatsu # 032119-KOM**

Pricing for contract # 032119-KOM is provided at 33% to 55% off MSRP to Sourcewell participating agencies.

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-67  
Series of 2023

\_\_\_\_\_  
Series of 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO POWER MOTIVE CORPORATION FOR A TOTAL AMOUNT NOT TO EXCEED \$117,296.87 FOR THE PURCHASE OF ONE KOMATSU FRONT LOADER

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The City Manager is hereby authorized to issue a Purchase Order to Power Motive Corporation in an amount not to exceed \$117,296.87 for the purchase of one Komatsu front loader for the Public Works Department.

DATED at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MEREDITH LEIGHTY  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney