

## **PRE-MEETING AGENDA**

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**Casper City Council  
City Hall, Council Meeting Room  
Tuesday, February 4, 2020, 5:30 p.m.**




	<b>Presentation</b>	<b>Allotted</b>	<b>Beginning Time</b>
1.	Sole Source Purchase Request – Plasma Cutting Table for Solid Waste	10 min	5:30
2.	Bandwidth Logic Project	10 min	5:40
3.	Agenda Review	5 min	5:50
	Approximate Ending Time		5:55

We are CASPER

**Communication   Accountability   Stewardship   Professionalism   Efficiency   Responsiveness**

January 20, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, Public Services Director   
Terry Cottenoir, Engineer Technician  
Cynthia Langston, Solid Waste Division Manager  
Sean Orszulak, Solid Waste Superintendent

SUBJECT: Sole Source Purchase of Machitech Silver Model Plasma Table

Meeting Type & Date:

Regular Council Meeting Pre-Meeting  
February 4, 2020

Action Type:

Direction to move forward with a sole source purchase at the February 4, 2020 Regular Council Meeting

Recommendation:

That Council, by minute action, authorize the sole source purchase of one (1) Machitech Silver Model Plasma Table from Airgas of Casper, Wyoming, in the amount of \$52,495. This machine will be used in the Solid Waste Division of the Public Services Department.

Summary:

The Solid Waste Division replaces wear plates on the City's waste balers approximately every 4,000 hours of operation (18 months) at a cost of \$90,000. A plasma cutting table would be used by City solid waste staff to cut wear plates instead of outsourcing, reducing the total project cost from \$90,000 to \$65,000. The investment to purchase a plasma cutting table would be recovered within two (2) projects.

City Engineering Division staff advertised the project to procure the plasma table on December 15 and 22, 2019, and the bid opening was January 15, 2020. Three (3) manufacturers were contacted as well as a local vendor to encourage submission of a bid. No bids were received. The local vendor, Airgas of Casper, expressed interest and provided staff an estimate of \$52,495 including a 2-year parts warranty, see Attachment A. The project cost estimate for the budget is \$95,000, and was based on internet searches for the plasma table. Staff recommends a sole source purchase from Airgas of Casper in the amount of \$52,495. A procurement agreement is attached as Attachment B for your consideration.

Financial Considerations:

Funding will be from Balefill Fund Reserves and is included in the Balefill FY20 budget.

Oversight/Project Responsibility:

Terry Cottenoir, Engineer Technician

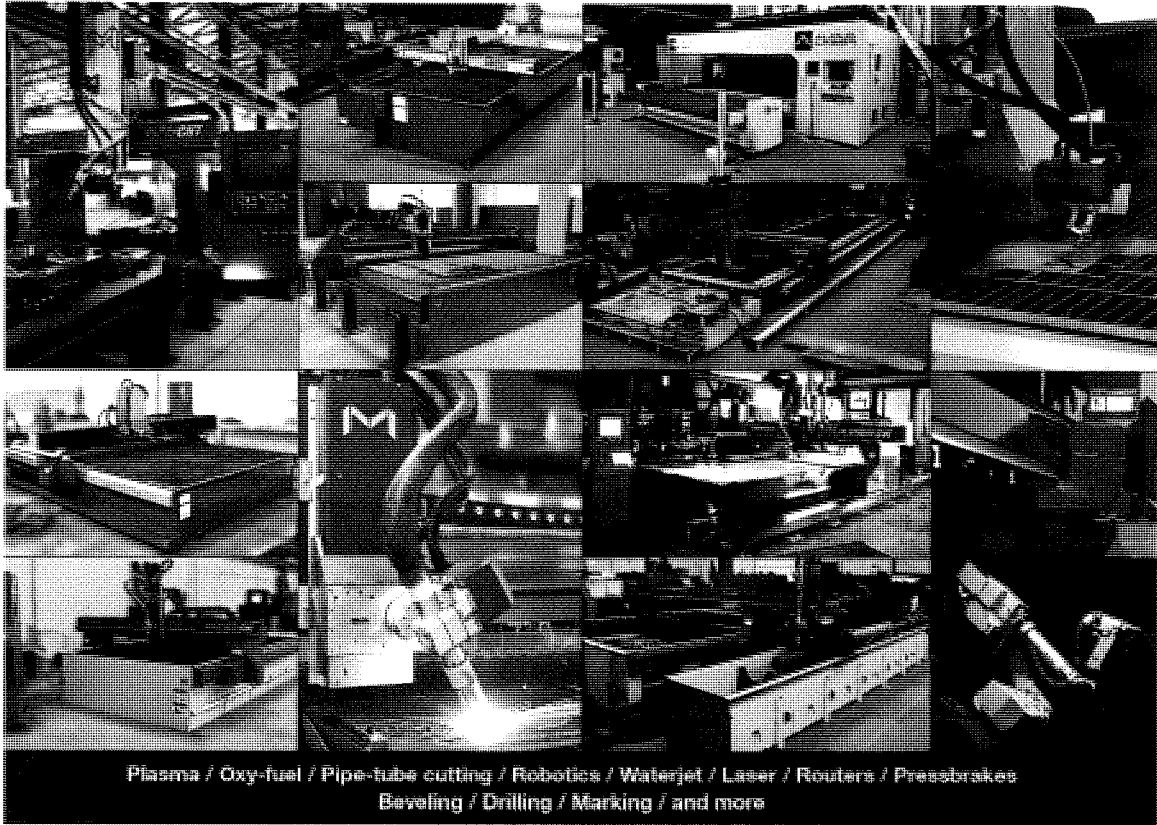
Sean Orszulak, Solid Waste Division Superintendent

Attachments:

Attachment A - Cost Quote Provided by Airgas of Casper

Attachment B - Procurement Agreement

## Quote for City of Casper



 **Machitech**<sup>®</sup>  
AUTOMATION  
Leading manufacturer of automated CNC cutting solutions

  
an Air Liquide company

We thank you for this opportunity to quote on your new equipment requirement. Machitech has been manufacturing CNC cutting systems since 2002 with over 1200 machines installed across North America, Mexico and Europe. Machitech offers a wide range of cutting systems using Plasma, Fiber Laser, Waterjet and Robotic technologies. From cutting systems to automation of structural steel fabrication and full bevel plasma cutting, Machitech delivers leading edge technology today. We also service our machines with factory trained technicians as well as providing local service, training and support through your local Airgas facility by a Machitech Certified Specialist

## Why Choose Machitech?

### WORLD-CLASS PARTNERS

Machitech Automation does not use proprietary parts, which means our customers can quickly and easily find, in any country, the components used to maintain our systems. The selection of suppliers is based on the quality, but also innovation, new product development, and technical support they offer us.

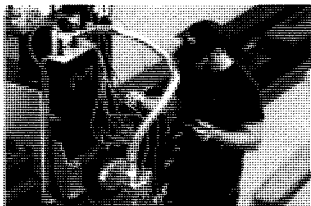
- Top 5 largest OEM in North America
- Largest stock of Hypertherm parts in North America, ensuring fast delivery



### SERVICE & PROXIMITY

We make every effort to stay close to our customers, and they appreciate it. Our service is our trademark and it sets us apart in our industry.

- Fast, unlimited, efficient and exceptional customer service
- Best after sales technical support on the market
- Dedicated staff with a positive attitude – Service department with team of 15 factory trained technicians
- Timeliness of delivery
- Hypertherm certified technicians with college degrees in automation and electronic
- Personalized preventive maintenance programs
- Installations and tailored training



### FLEXIBILITY

- In house engineers and designers for production drawings and customization
- 1500 square foot showroom for demonstrations, research and development
- Complete evolving product line
- High-end, entry-level or custom products
- High level of engineering capabilities providing flexible support to our customers
- Our equipment is designed to require low maintenance (no proprietary components)
- CAD layout for customer approval
- Complete documentation and manuals including the component list and electrical schematics

**Machitech**  
 225 Boul Bona-Dussault  
 Saint-Marc-Des-Carières, QC G0A 4B0  
 Canada

Phone: 4182684020

<b>Quote Name:</b>	SC6x12PM125OxyWaterCityofCasper-AG
<b>Created On:</b>	2019/11/20
<b>Valid Until:</b>	2019/12/20
<b>Machitech Contact:</b>	Mark Allard

**Prepared for** City of Casper  
 Sean Orszulak  
 1886 Station Rd  
 Casper, WY 82609  
 United States

Phone: 3072671298  
 Email: sorszulak@casperwy.gov

**Airgas USA**

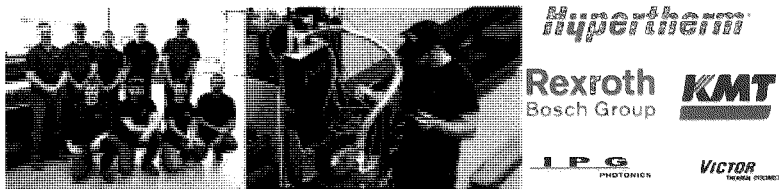
Product	Quantity
Airgas Contact - Blake parks	1



Name: Mark Allard  
 Phone: 603-372-7765  
 Email: mallard@machitech.com

**Why choose Machitech?**

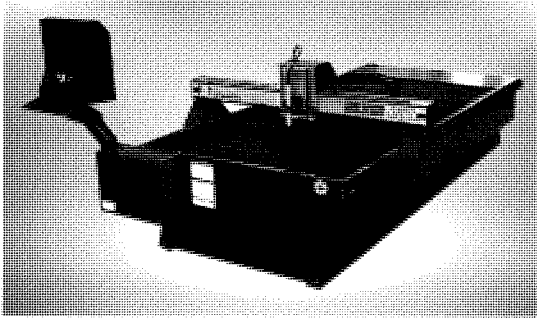
- World-Class Partners (Hypertherm, Bosch Rexroth, KMT)
- Largest Hypertherm OEM in Canada
- Fast, efficient and unlimited Customer Service
- Best after sales technical support on the market
- On-site installation and tailored training by our certified technicians
- High-end, entry level to custom cutting solutions
- High level of engineering capabilities providing flexible support to our customers



**Silver Cut**

1

Affordable industrial quality - Ideal for small to medium fabrication and HVAC shops.



- Compact unitized construction
- Fully-welded frame, heavy-duty material support
- 6in x 6in precision machined aluminum gantry engineered for maximum stiffness, 5.5in clearance under gantry
- Oversized self-cleaning dual V-groove bearings riding on harden machined V-guide rails
- Dual linear bearings on Z axis for smooth lifter motion
- Powerful 940 oz-in Nema 34 motors with zero backlash drive system
- Automatic torch height controller with magnetic breakaway system
- Arc voltage sampling to follow variations in material
- Touchscreen controller in industrial housing
- Integrated SilverNest CAD/CAM/CNC software designed to be user friendly for the novice or the experienced operator
- Laser cut slat brackets with offset slat pattern for increased table rigidity
- Dual side drive with fully enclosed Z axis motor, custom end trucks, all axis cable track

**6X12 Cutting Dimensions**

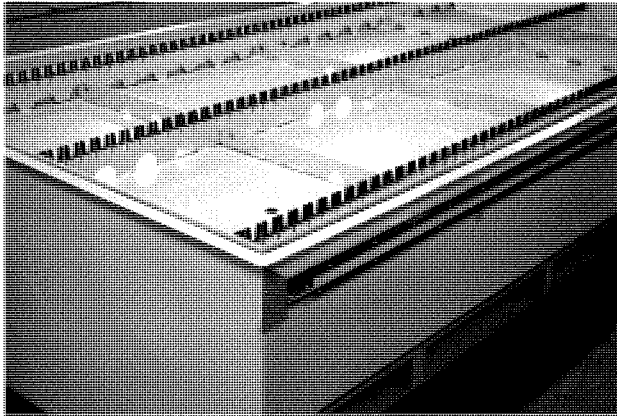
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Specifications:	
Nominal cutting dimensions	6' 0" x 12' 0"
Maximum traverse speed	600 IPM
Maximum cutting speed	0 to 500 IPM (related to process and plasma power)
Positional accuracy	0.005"
Repeatability	0.002"
Maximum table capacity	1.5"
Space under gantry	4.5"

**6X12 Waterbed Material Support**

1

Water material bed, removable rack for easy cleanup. One piece frame fully welded.  
Can be easily converted to downdraft material support.



**Automatic Torch Height Control**

1

Silver Cut automatic torch height control will track the plate to keep the cutting height constant. It also features linear bearing motion on Z axis. A magnetic torch anti-collision system disengages the torch when sensing a collision.



“Optional oxy fuel torch on magnetic quick change system, allows the operator to easily switch from plasma to oxy/fuel cutting, keeps unused torch away from heat and spatter

**Hypertherm Powermax 125**

1



**Hypertherm**

**Powermax125®**

Professional-grade plasma metal cutting and gouging system for handheld cutting 1½” and mechanized piercing 1”.

**Maximum productivity**

Finish jobs faster with cut speeds five times greater than oxyfuel on 1/2” mild steel.  
Spend less time on grinding and edge preparation due to superior cut and gouge quality.

**Low operating costs**

Reduce costs with long consumable life and more uptime.  
Electrode end-of-life detection protects the torch and workpiece from damage by automatically stopping power when the electrode is overused.



**Easy-to-use for cutting and gouging**

No need to change the air pressure. Smart Sense™ technology ensures that it is always correctly set. Drag cut at full output with a patented shield that reduces dross buildup for smoother cutting. Tackle different jobs with multiple, easy-to-use torch styles.

**Built and tested to withstand the harshest conditions**

Duramax™ torches are designed for high-impact and heat resistance. SpringStart™ technology ensures consistent starting and a more reliable torch. Low maintenance for maximum uptime.

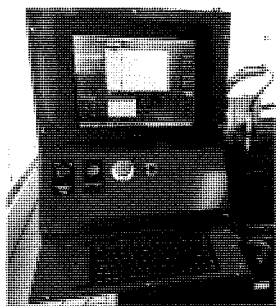
Input voltage	480/600 V, 3-Ph, 50/60 Hz	Capacity	Thickness	Cut speed
Kilowatt output	21.9 kW	Cutting		
Input current @ 21.9 kW	480/600 V, 31/24 A	Recommended	1-1/2"	18 ipm
Output current	30-125 A		1-3/4"	10 ipm
Rated output voltage	175 VDC	Severance (hand cutting)		
Duty cycle @ 104° F	100% @ 125 A, 480/600 V, 3-Ph	Pierce*	2-1/4"	5 ipm
Open circuit voltage (OCV)	320 VDC	*None rating for bevel cut or with advanced torch torch cutters		
Dimensions with handles	22.37" O, 10.87" W, 29.07" H	Capacity	Material removal rate	Groove profile
Weight w/25' torch	480 V: 106.7 lbs 600 V: 104.3 lbs	Gouging		
Gas supply	Class, dry, oil-free air or nitrogen	Typical gouge	27.6 lbs/hr	0.17-0.31" D x 0.24-0.28" W
Recommended gas inlet flow rate/pressure	Cutting: 200 l/min (550 scfh) @ 5.8 bar (85 psi) Gouging: 212 l/min (452 scfh) @ 4.1 bar (60 psi)	*Actual groove profile varies with torch angle, air stream, and technique		
Heat power- cable length	10'			
Power supply type	Inverter - IGBT			
Engine drive requirement	40 MW for full 125 A output			
Certifications	CEA-certified for use in the Americas and Asia, except China.			
Warranty	Power supplies have a 2-year warranty and torches a 1-year warranty.			



**Silver Cut CNC Controller**

1

19" Touch screen CNC controller in an industrial cabinet on a pedestal mount, mounted on left side. CNC/CAD/CAM Silver Cut software included.

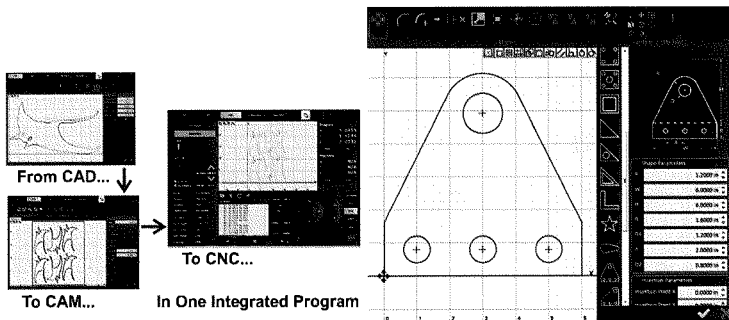


**Silver Cut CNC/CAD/CAM Software**

1

EXCLUSIVE PLASMA SOLUTION. Fully integrated with Silver Cut's controller and software, data transfer from CAD to CAM to CNC is automatic and simple. New features include:

- Simple yet powerful CAD for drawing any 2-D shape.
- CAM with automatic generation of lead ins and lead outs
- Cut Wizard sets precise feedrates, cut heights and kerf based on material and thickness
- Automatic kerf compensation
- Simple import of pictures and drawing
- True shape nesting of multiple parts
- One click brings tool path to CNC Controller
- Shape Library with a multitude of menu driven shapes



**Quick Change Oxyfuel Torch**

1

Oxyfuel torch including hoses, solenoid valves on magnetic quick change system. Uses the same motorized station and lifter as the plasma torch. Allows the operator to quickly switch between oxyfuel and plasma cutting.

A magnetic torch holder on the side of the station keeps the unused torch out of the way of splatter and heat damage.

**2 Days Installation & Training**

1

We install the machine at your shop. The number of days written beside is what we usually need for this type of machine. The training will be done by our technician to your operators. We may require customers help with rigging, placement, plumbing, welding etc. Before the installation, the customer shall execute these points:

- You have the all the electric wiring , ground and power near the machine.
- You have all the necessary gases (including dry compressed air) and regulators with piping near the plasma.
- You have all the consumables for the plasma and material to cut.
- You have .dxf drawings before the installation.
- The area is cleaned, flat and free of obstructions. If you have a heated floor, advise us as soon as possible.

**Pre-installation requirements:**

Before scheduling onsite installation, the pre-installation documents must be completed by the customer and returned to [preinstall@machitech.com](mailto:preinstall@machitech.com). No installation will be scheduled without receipt of these documents. Technical support will forward the pre-installation documents shortly after purchase of your new machine.

**Included:** Cad drawings for shop layout (below used for illustration only), travelling fees (transportation, hotel, meals, etc.), installation and training.

**Not Included:** Electrical connection, grounding and plumbing work.

Remote Help and Diagnostics via telephone/internet included for the life of the machine

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**Safety:**

The customer is responsible for ensuring the safety around the equipment, limiting access to potentially hazardous areas and ensure employees use the equipment safely.

Machitech Automation offers many security and safety options for your equipment, please contact us for additional details. Machitech Automation is not responsible for a customer's failure to comply with local rules and laws pertaining to equipment safety.

Machitech offers optional security options like light curtains, pull cords and physical barriers (fences). Contact your Specialist for more details.

**\*\* Cutting aluminum on a water table creates an explosion hazard, contact Machitech for further details**

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\* Total price doesn't include tax or shipping (except if written below).

**Total Price\*      \$52,495.00 USD**

***Ask us about our Preventative Maintenance Plans***

**Additional information:**

**Blake Parks, CWI/CWE/CWS**

Welding Process Specialist

**Intermountain Region | Airgas, an Air Liquide company**

430 N McKinley St. | Casper, WY 82601 | [blake.parks@airgas.com](mailto:blake.parks@airgas.com)

Office (307) 265-8411 Cell (307) 258-6666

**Quote Acceptance**

We, City of Casper, agree to and accept this quotation #SC6x12PM125OxyWaterCityofCasper-AG on \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

<p><b>PAYMENT TERMS:</b></p> <p>50% Downpayment</p> <p>40% Before delivery of equipment</p> <p>10% Due upon installation</p>	<p><b>QUOTE TOTAL:</b></p> <p><b>\$52,495.00 USD</b></p>
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**CANCELLATION POLICY:**

- 0-15 days after receipt of purchase order = 35% of purchase order will be charge to buyer
- 16- 30 days after receipt of purchase order = 66% of purchase order will be charge to buyer
- 31- 45 days after receipt of purchase order = 100% of purchase order will be charge to buyer

The agreement of machitech automation inc. ("seller"), to supply the equipment described in seller's proposal to you ("buyer") is expressly conditioned upon the terms and conditions contained herein, including those on the back or second page hereof. Buyer's receipt and use of equipment constitutes its express acceptance of these conditions.

**Delivery date is based upon receipt of down payment, purchase order AND layout approval.** To expedite order processing, express deliver to street address only.

**City of Casper Representative:**

**Machitech Representative:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Customer TAX ID:** \_\_\_\_\_

\*This Document must accompany your Purchase Order, and down payment CHECK REFERENCING the quotation number (cover page).

\*\*Taxes will be charged if applicable

## Machitech Terms and Conditions

1. **SALE OF EQUIPMENT.** Seller will sell to Buyer, and Buyer will purchase from Seller, the equipment described in Seller's proposal (individually and collectively referred to as the "Equipment"), subject to the terms and conditions set forth herein (this "Agreement").
2. **PRICES AND TERMS.** The Purchase Price of the Equipment shall be as set forth in Seller's proposal. In addition, Buyer will pay or

reimburse Seller for the amount of any sales, use, excise or other tax now or hereinafter imposed by reason of the production, sale, transportation, delivery or installation of the Equipment. Terms of payment are as set forth in Seller's proposal and, if not set forth therein, shall be payable in full at delivery of the Equipment. Until complete payment, the equipment will remain "Seller's" property

3. **DELIVERY.** The delivery date set forth in Seller's proposal is Seller's best estimate of when the Equipment will be delivered to carrier and will not be deemed to represent a fixed or guaranteed delivery date. Title to and risk of loss of the Equipment will pass to Buyer upon delivery to the carrier at FOB Machitech. **Customer must provide proof of insurance or rider that covers the Equipment during transport from the manufacturer (Machitech)**
4. **INSTALLATION.** Installation of the Equipment by Seller is not included unless specified in Seller's proposal. If installation by Seller is included, and delays at the installation site require Seller to expend more time than is customarily allotted for installation of such Equipment, Buyer will pay Seller at Seller's rates then in effect for such additional time.
5. **WARRANTIES.** Seller warrants that it will convey good and marketable title to the Equipment sold. Seller warrants to Buyer that the Equipment or any part thereof that is manufactured by manufacturer will be free from defects in materials and workmanship for a period of three hundred and sixty five (365) days from the later of the date the Equipment is delivered hereunder or installed by Seller, if installation by Seller is included. Seller's obligation under this warranty will be limited to the repair or replacement of any Equipment or part thereof which is in breach of this warranty, provided that (i) Buyer, immediately upon discovery of the claimed defect, discontinues all use of the Equipment, and (ii) the claim of defect with respect to such Equipment or part thereof is submitted in writing to Seller no later than ten (10) days following discovery of the claimed defect and within the warranty period. Seller's liability under this warranty will not extend to any part of the Equipment which has been repaired or altered, other than by Seller, without written authorization by Seller, or has been subject to misuse or negligent handling. If any Equipment is returned to Seller in connection with a claim under this warranty and is found by Seller not to be defective or otherwise not subject to this warranty, then such Equipment will be returned to Buyer, shipping charges collect and, additionally, a service charge will be paid by Buyer to Seller to cover the cost of handling and testing such Equipment. With respect to any Equipment or part thereof not manufactured by Seller, the manufacturer's standard warranty shall apply, and Buyer shall obtain from the manufacturer in accordance therewith, the repair or replacement of any such Equipment or part thereof that may prove defective in material or workmanship. The foregoing constitutes the exclusive remedy of Buyer and sole obligation of Seller in connection with any claim by Buyer relating to any defect in materials or workmanship with respect to any Equipment or part thereof. **THERE ARE NO EXPRESS WARRANTIES BY SELLER OTHER THAN THOSE SPECIFIED IN THIS SECTION 5. NO WARRANTIES BY SELLER WILL BE IMPLIED OR OTHERWISE CREATED, WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

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**WARRANTY DETAILS: Shipping and travel invoiced at cost.**

Machitech Automation Products: Parts, 1 year OR 2000 operation hours, whichever occurs first.

Hypertherm Plasma Products: 2 years parts, except for external parts (cables, torch lead, etc.) which have a 1 year warranty.

Hypertherm Automation Products: 2 years parts.

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6. **LIABILITY.** Buyer assumes all responsibility for warning and protecting its employees and independent contractors with respect to all hazards to persons and property in any way connected with the Equipment and the use thereof. Seller's liability for any claim of any kind hereunder, whether or not based on contract, tort (including negligence), strict liability, warranty, or any other grounds, will not exceed the purchase price of the Equipment or the portion of the purchase price attributable to any part or parts of the Equipment in respect to which such claim is made. Seller will not be liable to Buyer for any incidental, consequential, indirect, special or exemplary damages (including, without limitation, lost profits, sales or other similar damages) arising in connection with this Agreement without regard to the nature of the claim or the underlying theory or cause of action (whether in contract, tort, strict liability, equity or any other theory of law) on which such damages are based. Without limiting the generality of the foregoing, Seller will have no liability with respect to the results obtained by use of the Equipment, whether in terms of product condition, operating cost, general effectiveness, success or failure, or regardless of any statement made in any written proposal submitted by Seller. It is expressly understood that any technical advice furnished by Seller with respect to the Equipment is given gratis and Seller assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk. Each party hereby indemnifies and holds harmless the other party from and against any and all costs, fees (including reasonable legal fees and expenses), damages liabilities and claims arising from the injury, illness or death of the indemnifying party's employees in any way related to the Equipment, whether or not such injury, illness, or death is claimed to have been caused by, resulted from, or was in any way connected with the negligence of the party to be indemnified. Buyer hereby waives any right of subrogation that Buyer, any insurer of Buyer or any third party making a claim through Buyer, may have under this Agreement. Buyer hereby indemnifies and holds harmless Seller from and against any and all costs, fees (including reasonable legal fees and expenses), damages, liabilities and claims arising from any and all sales and

use taxes due in connection with the sale, ownership, use or transfer of the Equipment and personal property taxes relating to the Equipment that arise or accrue from and after the date hereof.

7. **CONTINGENCIES.** Seller will not be liable for default or delay in the performance of any of its obligations hereunder due to act of God, accident, fire, flood, storm, riot, war, act of terrorism, sabotage, explosion, strike, concerted acts of workers, national defense requirements, governmental law, ordinance, rule or regulation, whether valid or invalid, extraordinary equipment failure, inability to obtain electricity or other type of energy, raw or finished material from normal sources of supply, labor, equipment or transportation, or any similar or different contingency beyond its reasonable control which would make performance commercially impracticable whether or not the contingency is of the same class as those enumerated above, it being expressly agreed that such enumeration is non-exclusive; provided, however, that neither business downturn nor economic conditions will qualify as a contingency within the meaning of this Section 7.
8. **PROPRIETARY INFORMATION.** Buyer will maintain all proprietary and confidential information disclosed by Seller, including such information obtainable upon examination of the Equipment, in strict confidence and will refrain from any disclosure thereof to any third party (including any affiliate of Buyer), for any purpose, without the prior written consent of Seller. Buyer will use said information solely for purposes of maintaining and operating the Equipment, and will refrain from any use of the Equipment to design, construct, and/or operate any duplication or modification of the Equipment, or from any other use thereof, without the prior written consent of Seller. Any software, as defined below, information, logos, trademarks or trade dress and other written materials provided under this Agreement are covered under the copyright, trademark, trade secret and related intellectual property laws of many countries. Such intellectual property rights remain the exclusive property of Seller.
9. **SOFTWARE.** To the extent necessary to use the Equipment, Seller hereby grants to Buyer a non-transferable, non-exclusive license to use in accordance with the terms of this Agreement any software furnished by Seller with the Equipment. The term "software" will mean all the program codes, any subsequent corrections, new release modifications and updates and associated documentation and manuals. Buyer acknowledges that any software so furnished by Seller is the property of Seller and Buyer will not remove any identification, trademarks or notices of any proprietary restrictions from such software. The techniques, algorithms, and processes contained in the software constitute valuable trade secrets and/or proprietary information of Seller and will be used by Buyer only for Buyer's own internal needs. Such software will not be sold, sublicensed, marketed, leased or in any way conveyed to a third party without Seller's prior written authorization. Buyer will not use such software to do consulting for other parties. Buyer will be given one copy of such software and will not have the right to copy or modify such software in any way.
10. **EXPORT.** If Buyer exports any Equipment outside of the country in which the Equipment is delivered to Buyer, Buyer assumes responsibility for complying with applicable laws and regulations and for obtaining required authorizations.
11. **MISCELLANEOUS.** This Agreement supersedes any prior agreement or agreements between Buyer and Seller relating to the sale of the Equipment. The entire agreement is contained herein. There are no other promises, representations or warranties with respect to the Equipment and any other or different terms or conditions in any purchase orders, or other documents issued or accepted hereunder will be deemed null and void. No modification or waiver of this Agreement will bind either party unless expressly set forth in writing and manually signed and accepted by an authorized representative of the party sought to be bound by such writing. A waiver of any of the terms and conditions hereof will not be deemed a continuing waiver, but will apply solely to the instance to which the waiver is directed. Any headings contained in this Agreement are used only as a matter of convenience and reference, and are in no way intended to define, limit, expand or describe the scope of this Agreement. Terms used herein without definition are used as defined in Seller's proposal. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. Any assignment of this Agreement by either party without the prior written consent of the other party will be void. This Agreement will be governed by the laws of the Province of Ontario and laws of Canada applicable herein, without regards to principles of conflicts of laws. Buyer and Seller hereby waive to the fullest extent permitted by law any right to a trial by jury in any action or proceeding based upon, arising out of, or in any way relating to this Agreement.

STANDARD  
PROCUREMENT AGREEMENT  
(Approved by City Attorney, 1995)

**EXHIBIT B**

THIS PROCUREMENT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2020, between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Airgas of Casper, Wyoming, 430 North McKinley, Casper, Wyoming 82601, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

**Solid Waste Plasma Table, Project No. 19-063**

The following special services are required: Provide specific items identified in the Special Provisions.

ARTICLE 2. ENGINEER.

The Goods have been specified by the City of Casper Engineering Office, referred to as the "Engineer", and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer by Owner in connection with the furnishing of the Goods and Special Services in accordance with the Procurement Documents.

ARTICLE 3. POINT OF DELIVERY.

The place where the Goods are to be delivered is defined in the Procurement General Conditions as the point of delivery and designated as:

City of Casper Solid Waste Facility  
Attn: Sean Orszulak  
1886 North Station Road  
Casper, WY 82601

ARTICLE 4. CONTRACT TIME.

- 4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.

- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance of delivery on or within a period of ninety (90) calendar days subsequent to the Procurement Contract date.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Dollar(s) (\$200.00) for each day that expires after the time specified in Paragraph 4.2 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

#### ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Fifty-Two Thousand Four Hundred Ninety-Five and 00/100 Dollars (\$ 52,495.00). See Exhibit "A" - Bid Form and Exhibit "B" - Bid Schedule.

#### ARTICLE 6. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 6 of the Procurement General Conditions. Applications for Payment will be processed through the Engineer as provided in the Procurement General Conditions.

- 6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:
- 6.1.1 Upon receipt and approval of Shop Drawings and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions, and accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.
- 6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.



- 6.2 Final Payment. Upon furnishing of the Special Services, and upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.6 of the Procurement General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

#### ARTICLE 7. INTEREST.

No interest shall be paid by Owner to Contractor on retained funds.

#### ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Procurement Agreement, Contractor makes the following representations:

- 8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.
- 8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.
- 8.4 Contractor has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

#### ARTICLE 9. PROCUREMENT DOCUMENTS.

The Procurement Documents which comprise the entire agreement between Owner and Contractor are attached to this Procurement Agreement, made a part hereof, and consist of the following:

- 9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).
- 9.2 Exhibit "A" - Bid Form (Pages BF-1 to BF-3, inclusive).
- 9.3 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).
- 9.4 Addenda No. (0).
- 9.5 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).

- 9.6 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3. inclusive).
- 9.7 Procurement Specifications bearing the title "Solid Waste Portable Litter Fencing", the contents as listed in the Table of Contents thereof.
- 9.8 Notice of Award.
- 9.9 Documentation submitted by Contractor prior to Notice of Award.
- 9.10 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.11 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.12 Minutes of Pre-Bid meetings, if any.

#### ARTICLE 10. MISCELLANEOUS.

- 10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.
- 10.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.

IN WITNESS WHEREOF, the parties hereto have caused this Procurement Agreement to be executed in one (1) original copy on the day and year first above written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Fleur Tremel  
Title: City Clerk

CONTRACTOR:

Airgas of Casper, Wyoming

By: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

By: \_\_\_\_\_

Steven K. Freel  
Title: Mayor