



MR# 24-098
Assigned by Purchasing Div.

MODIFICATION (WAIVER) REQUEST

Requesting Department & Division	Contact Name		Telephone #
Department Head Signature	Date	Original RQ #	Estimated Cost
<i>Dave Scanlan</i>			\$
Is this Procurement State or Federally funded?	YES	NO	

Reason for Modification Request:

*Please complete this form and attach all supporting documents.
Give complete, accurate, detailed explanation of your request. Please be specific.*

Sole Source: The purchase of a commodity or service from the only known single source. *Attach verification.*
Code Provision: [53.50.090 \(c\)](#)

Class 2 Emergency: A circumstance that poses a threat to the health, welfare or safety of the public.
Code Provision: [53.50.090 \(L\)](#)

Rider to Another Contract: A vendor may extend another government agency's bid or contract pricing to CBJ. The proposed purchase must meet CBJ purchasing requirements and must have been competitively bid.
Code Provision: [53.50.090 \(f\)](#) **Agency:** _____ **Contract #:** _____

No Substitute: A request for a specific brand name and model number of a particular item to be purchased. The item must be available from more than one supplier.

Other: Clear explanation is required. **Code Provision:** (if applicable) _____
Explanation:

Approved By:

Renée Loree 08/16/2023

Purchasing Officer **Date**

City Manager **Date**

FY	RQ	\$ Amount	PO #	Purchasing Approval

Purchasing Officer Comments:

Expiration Date: _____



August 11, 2023

Dave Scanlan
General Manager
Eaglecrest Ski Area
Juneau, Alaska

Dear Dave,

I want to express our sincere gratitude for considering HKD Snowmakers as your choice for snowmaking equipment this year. We deeply value your business and eagerly anticipate the opportunity to serve you in the years ahead. At HKD, we understand the fundamental importance ski resort operators place on providing superior, cost-effective snow coverage for their patrons.

Our journey began with Herman Dupré, an innovator at Seven Springs in Pennsylvania who recognized that the success of his resort hinged on a reliable snow surface. This recognition led him to pioneer advancements in snowmaking technology. In 1973, Mr. Dupré secured his first snowmaking patent, setting the stage for years of experimentation and improvement. By 1990, our dedicated research and testing efforts culminated in the development of a breakthrough snowgun ready for broader implementation.

In 1991, Mr. Dupré, along with his son-in-law Charles Santry and daughter Anni, founded Snow Economics, which later evolved into HKD Snowmakers. Our inaugural product, the "HKD Standard," proved transformative, revolutionizing snow gun technology across the resort industry. In 1992, Ian Jarrett, a college friend of Charles, joined the team as Vice President, adding significant value to our endeavors. Today, "HKD" is synonymous with energy-efficient snowguns, a hallmark of our commitment to sustainability and efficiency.

In 2011, HKD merged with Turbocrystal, a leading fan snowgun manufacturer headquartered in Quebec City, Canada. This union brought together a wealth of engineering expertise, reinforced our product line with the introduction of the HKD Turbo Fan, and bolstered our engineering and R&D capabilities. Consequently, HKD Snowmakers stands as the preeminent manufacturer of snowmaking technology in North America.

The heartbeat of HKD remains research and development. Our team continues to build upon our tradition of continuous product innovation, always striving to enhance snowmaking efficiency for our valued resort partners.

I wish to emphasize that HKD technology is exclusively manufactured by HKD and distributed through our network of factory representatives in North America. Our pricing, uniform across the nation, is set at the factory and based on quantity.

Thank you once again for entrusting us with this opportunity. Should you have any questions or concerns, please do not hesitate to reach out to me directly.

Warm regards,

Phil Van Why
Western Sales and Service
HKD Snowmakers
Phone: 970.424.2602
Email: pbvanwhy@msn.com



Customer Purchase Agreement

Date: 7/29/23

Attention of:
 Dave Scanlan
 907-790-2000

Requested Shipping: Regular



Sold To:
 Eaglecrest
 3000 Fish Creek Road
 Juneau, AK 99801
 EAGCRE

Ship To:
 Eaglecrest
 3000 Fish Creek Road
 Juneau, AK 99801

Quantity	SKU	Description	Regular Retail Price	Realized Unit Price	Total Product Value	Total Contract Amount
7	CA-IMP12-10FT-5FL-SB	10' Impulse R5 Tower, S-Bracket	5,135.65	5,135.65	35,949.55	35,949.55

Terms:

On Order
 Net 30, On Delivery 100% 40,889.55

Subtotal 35,949.55

[1] FOB plant and invoiced separately upon delivery.

Freight [1] 4,940.00
 Tax

Total Contract Value: 40,889.55

5.6 Pricing Valid for 90 Days



OTHER TERMS AND CONDITIONS

1. PAYMENT TERMS. Invoices are payable immediately, upon receipt.. Any amount unpaid within thirty (30) days of the date set forth above will be subject to an interest charge of one and one half percent (1 1/2%) per month, for an ANNUAL PERCENTAGE RATE of eighteen percent (18%). Purchaser agrees to execute security agreements, financing statements, and other documents as requested by Snow Economics to establish, effect, or record a security interest. Purchaser agrees that Snow Economics retains a purchase money security interest in all items sold. Title to all equipment shall remain with Snow Economics until full payment at the election of Snow Economics. Purchaser shall not assign, pledge, or transfer any items sold prior to payment in full.

2. DEFAULT. Upon any failure of the Purchaser to pay any amount due within thirty (30) days of the date set forth above, or fail to comply with any provisions herein, Snow Economics may: (1) declare all unpaid amounts accelerated and immediately due and payable, (2) retake possession of all property, with or without process of law, (3) retain any down payment as liquidated damages for default, in addition to the full price (unreduced for such down payment) still being due, (4) sell any property retaken at public or private sale, and (5) assess Purchaser for costs of repossession and sale, including court costs and attorneys fees.

3. TAXES. Purchaser is liable for all sales, use, duties, customs, value-added, goods, and services, or other tax on any transaction contemplated by this agreement whether or not shown in the total price above. Any unpaid tax may be treated as a purchase price amount at the election of Snow Economics.

4. DELIVERY, INSTALLATION, INSURANCE. All prices are FOB point of shipment with Snow Economics determining the carrier and point of shipment. Purchaser shall pay the cost of any insurance during the shipment, during installation, or after installation against all risks. Notwithstanding, any damage to the item sold, Purchaser shall remain liable for any installation problem (except for work performed directly by Snow Economics) and all installers shall be deemed to be agents or contractors of the Purchaser, regardless of any entity hiring or selecting said installers.

5. Warranties. Snow Economics has title to the items sold, free and clear of any claim including patent infringement. Snow Economics warrants the items sold for one (1) year from the date of installation unless the items were used incorrectly, not properly maintained, otherwise caused by an act or omission of the Purchaser, or by an act of God. Snow Economics will repair, replace, or refund at its option. SNOW ECONOMICS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, OF ANY NATURE INCLUDING MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

6. AUTHORITY OF SIGNATORY. The signatory on behalf of the Purchaser warrants and guarantees his power to enter into this agreement not withstanding any declaration of agency, employment or other execution of this Agreement on behalf of another.

7. INDEMNITY. Purchaser shall save and hold harmless Snow Economics from all loss, damage, claims, liability for injury, expense or other cost arising out of or caused by the use of the items sold to the Purchaser or presence of the items sold.

8. CONSEQUENTIAL DAMAGES. Snow Economics shall not be liable for any consequential, indirect, special, punitive, or other damages and in no event shall be liable in excess of an amount of the purchase price of the items sold hereunder.

9. MISCELLANEOUS. (a) Time is of the essence. (b) Any waiver by Snow Economics of a term or condition shall not be construed as a future waiver. (c) This Agreement binds all successors and assign of the Purchaser. (d) This Agreement contains all provisions of the contract between the parties and Snow Economics shall not be bound by any statement, promise, or inducement, whether made before or after the execution of this Agreement. (e) This Agreement shall not be amended, enlarged, reduced, or otherwise changed except in writing by Snow Economics. (f) The laws of the Commonwealth of Pennsylvania shall govern this Agreement (without regard to conflict or laws otherwise applicable to such determination). The Purchaser hereby consents to the jurisdiction of the Commonwealth of Pennsylvania and agrees that the proper venue of all actions under this Agreement shall be Somerset County in the Commonwealth of Pennsylvania. (g) A facsimile of this Agreement or signature shall be treated as an original.

Total Contract Value: \$ 40,889.55

Offer to Purchase Received by
HKD Snowmakers Inc.

Purchaser

Phil Van Why
7/29/23
970-424-2602

Eaglecrest
7/29/23