



City of Ketchum

**PROCUREMENT MEMO**

Meeting Date: 1/16/2024 Staff Member/Dept: Mick Mummert/Wastewater

Agenda Item: Recommendation to Approve Purchase Order 24060 for Ketchum/SVWSD Wastewater Reclamation Facility Equipment – Variable Frequency Drives

Recommended Motion:

"I move to approve Purchase Order 24060 to Electrical Wholesale Supply Company, Inc. for Variable Frequency Drives for the not to exceed amount of \$144,125.00."

Summary of Procurement Process:

| Bidder                                    | Bid Price    |
|---|--------------|
| Electrical Wholesale Supply Company, Inc. | \$144,125.00 |
| CES Twin Falls                            | \$216,993.00 |
| MP Predictive Technologies, Inc.          | \$434,113.10 |

| Low Bid Contractor                        | Bid Price    | Budget Account/Number |
|---|--------------|-----------------------|
| Electrical Wholesale Supply Company, Inc. | \$144,125.00 | WW CIP/67-4350-7815   |

Background (if necessary):

- This is part of the aeration basin/blower upgrades project of the current Capital Improvement Plan.

Sustainability Impact:

None OR state impact here: Variable Frequency Drives adjust the equipment to which they are connected to use the least amount of electricity as possible. They increase the efficiency and life expectancy of each piece of equipment.

Attachments:

- Purchase Order 24060
- Electrical Wholesale Supply Quotation #Q-4501323
- Agreement Between Buyer and Seller
- Notice of Award for Procurement Contracts



**CITY OF KETCHUM**  
 PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 24060**

|   |   |
|---|---|
| <b>To:</b><br>5722<br>ELECTRICAL WHOLESALE SUPPLIES<br>1910 ELECTRA LANE<br>HAILEY ID 83333 | <b>Ship to:</b><br>CITY OF KETCHUM<br>PO BOX 2315<br>KETCHUM ID 83340 |
|---|---|

| P. O. Date | Created By | Requested By | Department | Req Number | Terms |
|------------|------------|--------------|------------|------------|-------|
| 01/09/2024 | KCHOMA     | KCHOMA       |            | 0          |       |

| Quantity | Description                                 | Unit Price | Total      |
|----------|---|------------|------------|
| 1.00     | VFD'S PER QUOTATION #Q-4501323 67-4350-7815 | 144,125.00 | 144,125.00 |
|          | SHIPPING & HANDLING                         |            | 0.00       |
|          | TOTAL PO AMOUNT                             |            | 144,125.00 |

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

**Expiration Date: 01/12/24**

## Quotation

**TO:**

CASH SALE SUN VALLEY  
1910 ELECTRA LANE  
P O BOX 4560  
HAILEY, ID 83333

**Project Info:**

Project: City Of Ketchum VFD's  
Job #: 9867  
Bid Date: 12/13/23  
Bid Time: 02:00 PM MST  
Quoter: Stephen Lyons (MR)

| Type | Quantity | Vendor | Description | Unit or Lot# | Unit Price | Ext Price |
|------|----------|--------|-------------|--------------|------------|-----------|
|------|----------|--------|-------------|--------------|------------|-----------|

### 1. VFD'S

|     |   |  |                          |  |  |  |
|-----|---|--|--------------------------|--|--|--|
| VFD | 1 |  | ATV960C13T4N2AAWABNXP250 |  |  |  |
| VFD | 1 |  | ATV960C13T4N2AAWABNXP250 |  |  |  |
| VFD | 1 |  | ATV960D22T4N2AAWABNX     |  |  |  |
| VFD | 1 |  | ATV960D22T4N2AAWABNX     |  |  |  |
| VFD | 1 |  | ATV960D22T4N2AAWABNX     |  |  |  |
| VFD | 1 |  | ATV960U40T4N2AAWABNX     |  |  |  |
| VFD | 1 |  | ATV960D15T4N2AAWABNX     |  |  |  |
| VFD | 1 |  | ATV960D15T4N2AAWABNX     |  |  |  |
| VFD | 1 |  | ATV960D15T4N2AAWABNX     |  |  |  |

**From:**

EWSCO SUN VALLEY BRANCH 12  
PHONE 208-788-1819  
1910 ELECTRA LANE  
HAILEY, ID 83333  
Printed By: Stephen Lyons (MR)

**Notes**

Taxes Not Included  
<https://customers.electricalwholesale.com/index.jsp?path=tos>

Project: City Of Ketchum VFD's

**Expiration**

**01/12/24**

## Quotation

| Type                        | Quantity | Vendor | Description           | LOT # | Unit Price | Ext Price         |
|-----------------------------|----------|--------|-----------------------|-------|------------|-------------------|
| VFD                         | 1        |        | ATV960D15T4N2AAWABNX  |       |            |                   |
| VFD                         | 1        |        | START UP AND TRAINING |       |            |                   |
| <b>Subtotal of 1. VFD'S</b> |          |        |                       |       |            | <b>144,125.00</b> |

**From:**

EWSCO SUN VALLEY BRANCH 12  
PHONE 208-788-1819  
1910 ELECTRA LANE  
HAILEY, ID 83333  
Printed By: Stephen Lyons (MR)

**Notes**

Taxes Not Included  
<https://customers.electricalwholesale.com/index.jsp?path=tos>

**Prepared By:**  
John Van Orden  
ELECTRICAL WHOLESALE SUP CO INC  
220 West Maple  
Pocatello, ID 83206  
john.vanorden@electricalwholesale.com  
D:2082205443

**Proposal Name:** City of Ketchum

**Quote Name:** City of Ketchum

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**Proposal Number:** P-231027-4082131

**Quote Number:** Q-4501323

**Quote Date:** 10/27/2023

**Through Addenda Number:** 0

**Sales Representative:** Dennis Paul

### **Conditions of Sale**

*This Quotation is subject to Coordinated Project Terms. See <https://www.se.com/us/en/download/document/0100PL0043/>*

Quoted price in currencies other than U.S. Dollars is per the annual Schneider Electric exchange guidance.  
Quote is valid for 30 days. Quoted lead times are approximate and subject to change.

Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

| Seq # | Qty | Product Description   |
|-------|-----|---|
| 1     | 1   | <p><b>Designation :</b></p> <p><b>Product Details:</b></p> <p>1 - ATV960C13T4N2AAWABNXEP250-Altivar 960<br/>           ATV960C13T4N2AAWABNXEP250<br/>           Main circuit breaker disconnect<br/>           100k AIC rated<br/>           Selected for 460 Vac 3 phase motor<br/>           200 Horsepower<br/>           Sized for Normal duty.<br/>           Drive controller rated for 250 Max. Output<br/>           Amps<br/>           Type 12 Enclosure<br/>           UL508A Label<br/>           RAL7035 (Gray)<br/>           Power Circuit W: Drive combination package<br/>           Dv/Dt Motor Filter<br/>           Control options:<br/>           Hand-Off-Auto selector switch<br/>           Speed Potentiometer<br/>           Pilot light options:<br/>           Power on pilot light (red)<br/>           Run pilot light (green)<br/>           Trip pilot light (yellow)<br/>           Auxiliary contacts:<br/>           1 NO/NC run contact<br/>           1 NO/NC trip contact<br/>           1 NO auto mode contact<br/>           A09 - 5% Line Impedance<br/>           EP250- Power up ON delay timer<br/>           Output Filter<br/>           This device contains selected features that<br/>           require factory engineered configurations.<br/>           Standard published lead times no longer<br/>           apply. Enclosure dimensions are subject to<br/>           change.</p> |

| Seq # | Qty | Product Description  |
|-------|-----|--|
| 2     | 1   | <p><b>Designation :</b></p> <p><b>Product Details:</b></p> <p>1 - ATV960C13T4N2AAWABNXEP250-Altivar 960<br/>           ATV960C13T4N2AAWABNXEP250<br/>           Main circuit breaker disconnect<br/>           100k AIC rated<br/>           Selected for 460 Vac 3 phase motor<br/>           200 Horsepower<br/>           Sized for Normal duty.<br/>           Drive controller rated for 250 Max. Output<br/>           Amps<br/>           Type 12 Enclosure<br/>           UL508A Label<br/>           RAL7035 (Gray)<br/>           Power Circuit W: Drive combination package<br/>           Dv/Dt Motor Filter<br/>           Control options:<br/>           Hand-Off-Auto selector switch<br/>           Speed Potentiometer<br/>           Pilot light options:<br/>           Power on pilot light (red)<br/>           Run pilot light (green)<br/>           Trip pilot light (yellow)<br/>           Auxiliary contacts:<br/>           1 NO/NC run contact<br/>           1 NO/NC trip contact<br/>           1 NO auto mode contact<br/>           A09 - 5% Line Impedance<br/>           EP250- Power up ON delay timer<br/>           Output Filter<br/>           This device contains selected features that<br/>           require factory engineered configurations.<br/>           Standard published lead times no longer<br/>           apply. Enclosure dimensions are subject to</p> |

change.

| Seq # | Qty | Product Description  |
|-------|-----|--|
| 3     | 1   | <b>Designation :</b><br><b>Product Details:</b><br>1 - ATV960D22T4N2AAWABNX-Altivar 960<br>ATV960D22T4N2AAWABNX<br>Main circuit breaker disconnect<br>100k AIC rated<br>Selected for 460 Vac 3 phase motor<br>30 Horsepower<br>Sized for Normal duty.<br>Drive controller rated for 46.3 Max Output<br>Amps<br>Type 12 Enclosure<br>UL508A Label<br>RAL7035 (Gray)<br>Power Circuit W: Drive combination package<br>Dv/Dt Motor Filter<br>Control options:<br>Hand-Off-Auto selector switch<br>Speed Potentiometer<br>Pilot light options:<br>Power on pilot light (red)<br>Run pilot light (green)<br>Trip pilot light (yellow)<br>Auxiliary contacts:<br>1 NO/NC run contact<br>1 NO/NC trip contact<br>A09 - 5% Line Impedance<br>Output Filter |

| Seq # | Qty | Product Description  |
|-------|-----|--|
| 4     | 1   | <b>Designation :</b><br><b>Product Details:</b><br>1 - ATV960D22T4N2AAWABNX-Altivar 960<br>ATV960D22T4N2AAWABNX<br>Main circuit breaker disconnect<br>100k AIC rated<br>Selected for 460 Vac 3 phase motor<br>30 Horsepower<br>Sized for Normal duty.<br>Drive controller rated for 46.3 Max Output<br>Amps<br>Type 12 Enclosure<br>UL508A Label<br>RAL7035 (Gray)<br>Power Circuit W: Drive combination package<br>Dv/Dt Motor Filter<br>Control options:<br>Hand-Off-Auto selector switch<br>Speed Potentiometer<br>Pilot light options:<br>Power on pilot light (red)<br>Run pilot light (green)<br>Trip pilot light (yellow)<br>Auxiliary contacts:<br>1 NO/NC run contact<br>1 NO/NC trip contact<br>A09 - 5% Line Impedance<br>Output Filter |

| Seq # | Qty | Product Description   |
|-------|-----|---|
| 5     | 1   | <b>Designation :</b><br><b>Product Details:</b><br>1 - ATV960D22T4N2AAWABNX-Altivar 960<br>ATV960D22T4N2AAWABNX<br>Main circuit breaker disconnect<br>100k AIC rated<br>Selected for 460 Vac 3 phase motor<br>30 Horsepower |

Sized for Normal duty.  
Drive controller rated for 46.3 Max Output Amps  
Type 12 Enclosure  
UL508A Label  
RAL7035 (Gray)  
Power Circuit W: Drive combination package  
Dv/Dt Motor Filter  
Control options:  
Hand-Off-Auto selector switch  
Speed Potentiometer  
Pilot light options:  
Power on pilot light (red)  
Run pilot light (green)  
Trip pilot light (yellow)  
Auxiliary contacts:  
1 NO/NC run contact  
1 NO/NC trip contact  
A09 - 5% Line Impedance  
Output Filter

| Seq # | Qty | Product Description  |
|-------|-----|--|
| 6     | 1   | <p><b>Designation :</b><br/><b>Product Details:</b><br/>1 - ATV960U40T4N2AAWABNX-Altivar 960<br/>ATV960U40T4N2AAWABNX<br/>Main circuit breaker disconnect<br/>100k AIC rated<br/>Selected for 460 Vac 3 phase motor<br/>5 Horsepower<br/>Sized for Normal duty.<br/>Drive controller rated for 9.3 Max Output Amps<br/>Type 12 Enclosure<br/>UL508A Label<br/>RAL7035 (Gray)<br/>Power Circuit W: Drive combination package<br/>Dv/Dt Motor Filter<br/>Control options:<br/>Hand-Off-Auto selector switch<br/>Speed Potentiometer<br/>Pilot light options:<br/>Power on pilot light (red)<br/>Run pilot light (green)<br/>Trip pilot light (yellow)<br/>Auxiliary contacts:<br/>1 NO/NC run contact<br/>1 NO/NC trip contact<br/>A09 - 5% Line Impedance<br/>Output Filter</p> |

| Seq # | Qty | Product Description   |
|-------|-----|---|
| 7     | 1   | <p><b>Designation :</b><br/><b>Product Details:</b><br/>1 - ATV960D15T4N2AAWABNX-Altivar 960<br/>ATV960D15T4N2AAWABNX<br/>Main circuit breaker disconnect<br/>100k AIC rated<br/>Selected for 460 Vac 3 phase motor<br/>20 Horsepower<br/>Sized for Normal duty.<br/>Drive controller rated for 31.7 Max Output Amps<br/>Type 12 Enclosure<br/>UL508A Label<br/>RAL7035 (Gray)<br/>Power Circuit W: Drive combination package<br/>Dv/Dt Motor Filter<br/>Control options:<br/>Hand-Off-Auto selector switch<br/>Speed Potentiometer<br/>Pilot light options:<br/>Power on pilot light (red)</p> |



Run pilot light (green)  
Trip pilot light (yellow)  
Auxiliary contacts:  
1 NO/NC run contact  
1 NO/NC trip contact  
A09 - 5% Line Impedance  
Output Filter

| Seq # | Qty | Product Description  |
|-------|-----|--|
| 8     | 1   | <b>Designation :</b><br><b>Product Details:</b><br>1 - ATV960D15T4N2AAWABNX-Altivar 960<br>ATV960D15T4N2AAWABNX<br>Main circuit breaker disconnect<br>100k AIC rated<br>Selected for 460 Vac 3 phase motor<br>20 Horsepower<br>Sized for Normal duty.<br>Drive controller rated for 31.7 Max Output<br>Amps<br>Type 12 Enclosure<br>UL508A Label<br>RAL7035 (Gray)<br>Power Circuit W: Drive combination package<br>Dv/Dt Motor Filter<br>Control options:<br>Hand-Off-Auto selector switch<br>Speed Potentiometer<br>Pilot light options:<br>Power on pilot light (red)<br>Run pilot light (green)<br>Trip pilot light (yellow)<br>Auxiliary contacts:<br>1 NO/NC run contact<br>1 NO/NC trip contact<br>A09 - 5% Line Impedance<br>Output Filter |

| Seq # | Qty | Product Description  |
|-------|-----|--|
| 9     | 1   | <b>Designation :</b><br><b>Product Details:</b><br>1 - ATV960D15T4N2AAWABNX-Altivar 960<br>ATV960D15T4N2AAWABNX<br>Main circuit breaker disconnect<br>100k AIC rated<br>Selected for 460 Vac 3 phase motor<br>20 Horsepower<br>Sized for Normal duty.<br>Drive controller rated for 31.7 Max Output<br>Amps<br>Type 12 Enclosure<br>UL508A Label<br>RAL7035 (Gray)<br>Power Circuit W: Drive combination package<br>Dv/Dt Motor Filter<br>Control options:<br>Hand-Off-Auto selector switch<br>Speed Potentiometer<br>Pilot light options:<br>Power on pilot light (red)<br>Run pilot light (green)<br>Trip pilot light (yellow)<br>Auxiliary contacts:<br>1 NO/NC run contact<br>1 NO/NC trip contact<br>A09 - 5% Line Impedance<br>Output Filter |

| Seq # | Qty | Product Description                             |
|-------|-----|---|
| 10    | 1   | <b>Designation :</b><br><b>Product Details:</b> |

1 - ATV960D15T4N2AAWABNX-Altivar 960  
ATV960D15T4N2AAWABNX  
Main circuit breaker disconnect  
100k AIC rated  
Selected for 460 Vac 3 phase motor  
20 Horsepower  
Sized for Normal duty.  
Drive controller rated for 31.7 Max Output  
Amps  
Type 12 Enclosure  
UL508A Label  
RAL7035 (Gray)  
Power Circuit W: Drive combination package  
Dv/Dt Motor Filter  
Control options:  
Hand-Off-Auto selector switch  
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Pilot light options:  
Power on pilot light (red)  
Run pilot light (green)  
Trip pilot light (yellow)  
Auxiliary contacts:  
1 NO/NC run contact  
1 NO/NC trip contact  
A09 - 5% Line Impedance  
Output Filter

**SECTION 00 50 13**  
**AGREEMENT BETWEEN BUYER AND SELLER**

This Agreement is between the **CITY OF KETCHUM, IDAHO and SUN VALLEY WATER & SEWER DISTRICT** (Ketchum / SVWSD; Buyer) and

**ELECTRICAL WHOLESAL SUPPLY COMPANY, INC.** \_\_\_\_\_ (Seller).

Buyer and Seller, in consideration of the mutual covenants set forth herein, agree as follows:

**ARTICLE 1 - GOODS AND SPECIAL SERVICES**

1.01 Seller shall furnish to Buyer the Goods and Special Services as specified or indicated in the Contract Documents.

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Goods and Special Services to be provided under the Contract Documents may be the whole or only a part is generally described as follows:

**Ketchum / SVWSD WRF Equipment Procurement – VFDs**

**ARTICLE 3 - ENGINEER**

3.01 The Contract Documents for the Goods and Special Services have been prepared by HDR Engineering, Inc., who is hereinafter called Engineer and who is to assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the furnishing of Goods and Special Services.

**ARTICLE 4 - POINTS OF DESTINATION**

4.01 The places where the Goods are to be delivered are defined in the STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS as the Points of Destination and designated as: City of Ketchum / Sun Valley Water and Sewer District Water Reclamation Facility (Ketchum / SVWSD WRF).

**ARTICLE 5 - CONTRACT TIMES**

5.01 *Time of the Essence*

A. All time limits for Milestones, the delivery of Goods and the furnishing of Special Services as stated in the Contract Documents are of the essence. The statement herein that time is of the essence shall not be construed to limit the Seller's cure rights as set forth in the Contract Documents upon default, or any other provision of the Contract Documents or under applicable law that would afford Seller a time certain or a reasonable time to perform its contractual obligations.

5.02 Dates for Goods and Special Services

A. Special Services required by the Contract Documents will be performed pursuant to the schedule set forth:

| <u>ITEM NO.</u> | <u>MILESTONE EVENT</u>  | <u>CONTRACT TIMES</u>   | <u>CALENDAR DAYS</u> |
|-----------------|---|---|----------------------|
| 1               | Shop Drawing Submittals   |   |                      |
| a               | Equipment Data/Cut Sheets, Electrical Drawings, , Control Schematics.   | After date of Agreement   | 70                   |
| 2               | Review of Shop Drawing Submittals (by Engineer)   | After Shop Drawing Submittal (item 1.a.)  | 14                   |
| 3               | Fabrication & Delivery of Goods   | After Approval of Shop Drawings by Engineer (item 2)  | 280                  |
| 4               | Spare Parts   | With Delivery of Goods  | -                    |
| 5               | Installation Manuals  | After Approval of Shop Drawings by Engineer (item 2)  | 140                  |
| 6               | Final O&M Manual  | After Approval of Shop Drawing by Engineer (item 2)   | 210                  |
| 7               | Completion of installation inspection, verification of wiring, testing, tune-up, adjustment, and performance. | Time Period after Installation Contractor states equipment is ready for commencement of manufacturer's field services | 42                   |
| 8               | Operator Training (3 days)  | Time Period after Installation Contractor states equipment is ready for commencement of manufacturer's field services | 60                   |
| 9               | Successful Completion of Performance Demonstration Period (14 days uninterrupted operation)                   | Time Period after Installation Contractor states equipment is ready for commencement of manufacturer's field services | 60                   |

### 5.03 Liquidated Damages

- A. Buyer and Seller recognize that time is of the essence of this Agreement and that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified for delivery of Goods and Special Services, plus any extensions thereof allowed in accordance with Article 7 of the GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS. The parties also recognize that the timely performance of services by others involved in the Project are materially dependent upon Seller's specific compliance with the requirements for delivery of Goods and Special Services. Further, they recognize the delays, expense and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$500.00 for each calendar day that expires after the time specified for delivery of each item. The maximum total amount for liquidated damages shall be limited to ten (10) percent of the Total Contract Price in Article 6.
- B. The liquidated damages provided in this Specification Section shall be Buyer's sole and exclusive remedy for Seller's late delivery of Goods and Special Services. Seller shall have no liability to Buyer under this Article if Seller's delay causes no damages or losses to Buyer.
- C. If Seller is prevented from achieving the delivery times, milestone submittal dates or response times, as defined in Article 5.02A. and 5.02.B., for any reason beyond Seller's reasonable

control and not attributable to its actions or inactions, Seller shall not be assessed liquidated damages and shall be entitled to an adjustment of the Contract Times in an amount equal to the duration of the reason or event causing the delay in delivery to the extent that the delay is caused by Buyer.

- D. Upon receipt of Buyer’s Notification to Proceed with Fabrication of Equipment that satisfies Seller’s requirements for meeting the delivery schedule, Seller shall commence fabrication of equipment. The place of delivery specified therein shall be firm and fixed, provided that Buyer may notify Seller no later than 45 days prior to the scheduled shipment date of the products of an alternate point of delivery (the "Alternate Delivery Site"). Provided the parties agree to a Variation to take into account any additional cost or delay incurred by Seller in implementing this change, the Alternate Delivery Site shall become the agreed place of delivery for all purposes under this Agreement. In such event the following conditions shall apply: (i) title and risk of loss shall pass to the Buyer upon delivery of the products to the Alternate Delivery Site; (ii) any amounts payable to the Seller upon delivery or shipment shall become payable upon delivery of the products to the Alternate Delivery Site; (iii) any additional expenses incurred by the Seller in connection with such shipment to storage shall become payable by the Buyer upon submission of the Seller’s invoice(s) (including but not limited to costs of any additional transportation, preparation for and placement into storage, handling, inspection, preservation, insurance, storage, removal charges and any applicable taxes); (iv) transportation of the products from the storage facility to their place of installation shall be the Buyer’s responsibility; and, (v) if the Contract includes Services, subject to the terms and conditions in the Contract the Seller shall resume provision of Services to Buyer when instructed to do so by Buyer provided that all amounts due hereunder plus any cost incurred by Seller in delaying such Services have been paid.

**ARTICLE 6 - CONTRACT PRICE**

6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents in current funds pursuant to the schedule below:

| <b><u>MILESTONE EVENT</u></b>                  | <b><u>PERCENT<br/>PAYMENT AT EACH<br/>EVENT</u></b> | <b><u>PRICE</u></b> |
|--|---|---------------------|
| Notice to Proceed                              | 20  | \$28,825.00         |
| Approval of Shop Drawing Submittals            | 20  | \$28,825.00         |
| Delivery of Goods & Installation Manuals       | 50  | \$72,062.50         |
| Final Installation Certification / O&M Manual  | 5   | \$7,206.25          |
| Satisfactory Install Certification/Performance | 5   |                     |
| Testing/Operator Training                      |   | \$7,206.25          |
| <b>Total Price</b>                             | <b>100</b>  | <b>\$144,125.00</b> |

## ARTICLE 7 - PAYMENT PROCEDURES

### 7.01 *Submittal and Processing of Payments*

- A. Seller shall submit Applications for Payment to Buyer in accordance with the Contract Documents. Applications for Payment will be processed by Engineer as provided in the Contract Documents.

### 7.02 *Progress Payments*

- A. Buyer shall make payments on account of the Contract Price on the basis of Seller's Applications for Payment as recommended by Engineer for items listed in Article 6.

### 7.03 *Final Payment*

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.06 of the GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS, Buyer shall make final payment thirty (30) days after acceptance by the City Council.

## ARTICLE 8 - INTEREST

- 8.01 All moneys not paid when due hereunder shall bear interest at the maximum statutory rate allowed by law at the place of BUYER'S project in accordance with State of Idaho.

## ARTICLE 9 - SELLER'S REPRESENTATIONS

- 9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:

- A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. If specified or if, in Seller's judgment, any local condition may affect cost, progress or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress or the furnishing of the Goods and Special Services.
- C. Seller is familiar with and is satisfied as to all local federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of the Goods and Special Services.
- D. Seller has carefully studied and correlated the information known to Seller, and information and observations obtained from Seller's visits, if any, to the Point of Destination, with the Contract Documents.
- E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Seller.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.
- G. Seller's relationship to the Buyer in performance of this Agreement is that of an Independent Contractor. The personnel performing services under this Agreement shall at all times be under the Seller's exclusive direction and control and not employees of the Buyer. Seller shall pay all wages, salaries and other amounts due to its employees in connection with this agreement and shall be responsible for all applicable state, federal, and local reports and obligations respecting

them such as labor wages, social security, income tax withholding, unemployment compensation and similar matters.

## ARTICLE 10 - CONTRACT DOCUMENTS

### 10.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement for Procurement Contracts.
  2. Performance Bond for Procurement Contracts.
  3. Payment Bond for Procurement Contracts.
  4. General Conditions for Procurement Contracts.
  5. Supplementary Conditions for Procurement Contracts.
  6. Specifications as listed in table of contents.
  7. Drawings as listed in table of contents.
  8. Addenda (Numbers   0   to   0  , inclusive).
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Documentation submitted by Seller for BID ~~prior to Notice of Award~~;  
**Exhibit A: Quotation dated 12/13/2023 by Quoter: Stephen Lyons (2 pages) and John Van Orden (58 pages).**
  10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed.
    - b. Written Amendment(s).
    - c. Change Order(s).
    - d. Field Order(s).
    - e. Engineer's Written Interpretation(s).
- B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this ARTICLE 10 – CONTRACT DOCUMENTS.
- D. The Contract Documents may only be amended, or supplemented as provided in Paragraph 3.04 of the GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS.

ARTICLE 11 - MISCELLANEOUS

11.01 *Defined Terms*

- A. Terms used in this Agreement will have the meanings indicated in the GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS and the SUPPLEMENTARY CONDITIONS FOR PROCUREMENT CONTRACTS.

11.02 *Successors and Assigns*

- A. Buyer and Seller each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

11.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.04 *Limitations of Liability*

- A. Notwithstanding any other provisions of the Contract Documents, the Supplier's total liability for direct, indirect, incidental, special, punitive or other damages arising at any time under any of the Contract Documents or otherwise in connection with completing the Contract (whether arising under breach of contract, tort, strict liability, or any other theory of law) shall not exceed the amount of the Contract Price.

11.05 *Performance and Payment Bond*

- A. For the faithful performance of this Agreement Between Buyer and Seller in accordance with the Contract Documents and payment for all labor and materials as specified in Section 00 41 13 – Procurement Bid Form, the Seller shall execute good and sufficient performance bond and payment bond each in the amount of one hundred percent (100%) of the total amount of the price stated, said bonds to be executed by a surety company authorized to do business in the State of Idaho.

11.06 *Sales Tax*

- A. The Buyer will provide to the Seller a copy of Idaho State Tax Commission Sales Tax Resale or Exemption Certificate (ST-101) for the Seller's records. The Equipment is Sales Tax Exempt by both item 3. Exempt Buyer (Federal/Idaho Government Entity) and item 5. Other Exempt Goods and Buyers (Pollution Control items). If the State of Idaho determines the equipment is not Tax Exempt, Buyer will reimburse Seller by Change Order for the Sales Tax paid to the State (actual paid amount only, receipt required).



IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement in duplicate. One counterpart each has been delivered to Buyer and Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

**ELECTRICAL WHOLESALE SUPPLY COMPANY, INC.**

\_\_\_\_\_  
Seller Company Name

\_\_\_\_\_  
Seller Authorized Signature

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notice:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Seal (if applicable)  
(If Seller is a corporation or a partnership, attach evidence of authority to sign.)

Buyer: City of Ketchum, Idaho

Buyer: Sun Valley Water and Sewer District

By: Neil Bradshaw

By: Jim Loyd

Title: City of Ketchum, Idaho Mayor

Title: SVWSD Chairman

Executed on \_\_\_\_/\_\_\_\_, 2023

Executed on \_\_\_\_/\_\_\_\_, 2023

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

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

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

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

Approved to as Form:  
\_\_\_\_\_

Approved to as Form:  
\_\_\_\_\_

**END OF SECTION**

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**SECTION 00 51 16**  
**NOTICE OF AWARD FOR PROCUREMENT CONTRACTS**  
For  
**Ketchum / SVWSD WRF Equipment Procurement – VFDs**  
For  
Ketchum / SVWSD

Dated: DECEMBER 29, 2023

TO: ELECTRICAL WHOLESALE SUPPLY COMPANY, INC  
(Successful BIDDER - SELLER)  
ADDRESS: 220 West Maple  
Pocatello, ID 83206  
Attn: John Van Orden

CONTRACT FOR: **Ketchum / SVWSD WRF Equipment Procurement – VFDs**  
**Ketchum / SVWSD**

You are notified that the Contract Time under the above contract will commence to run on as of the date of the Notice of Proceed for Procurement Contracts. By that date, you are to start performing your obligations under the Contract Documents.

Within fifteen (15) days of this Notice of Award for Procurement Contracts, you must deliver to the Buyer:

- Certificates of insurance are required to be purchased and maintained in accordance with the Contract Documents.
- Signed Copy of the Agreement Between Buyer and Seller.
- Bonds are required to be purchased and maintained in accordance with the Contract Documents.
- All applicable licenses required by the contract documents.

City of Ketchum, Idaho (Ketchum) and Sun Valley Water and Sewer District (SVWSD)  
(Buyer)

By:   
(Ketchum's Authorized Signatory)

TRENT DONAT - CITY CLERK & BUSINESS MANAGER  
(printed name and title)

(Use Certified Mail,  
Return Receipt Requested)

**END OF SECTION**