



City of Ketchum

January 17, 2023

Mayor Bradshaw and City Councilors:

**Recommendation To Approve Purchase Order 23052 to Veolia Water Technologies  
for Bar Screen Replacement Parts**

Recommendation and Summary

Staff is recommending the council approve Purchase Order 23052 and adopt the following motion:

"I move to approve Purchase Order 23052 with Veolia Water Technologies for the purchase of bar screen replacement parts for the wastewater treatment plant in the amount of \$6,509.52 plus freight charges."

The reason for the recommendation is as follows:

- The motor which moves the bar screen rake carriage up and down has failed and needs replaced.
- This piece of equipment is necessary to provide for redundancy for the wastewater screening stage in the treatment process.

Sustainability

This purchase does not have any application regarding the Ketchum Sustainability Action Plan.

Financial Impact

Funds for this purchase will come from the Repair & Maint-Mach & Equip line item of the Wastewater Expenditures Budget and were included in the budget for FY23. This expense will be shared proportionally with the Sun Valley Water and Sewer District.

Attachments:

Purchase Order 23052

Veolia Proposal #479580



**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: 23052**

<b>To:</b> 5916 VEOLIA WATER TECHNOLOGIES 4105 SARTELON SANT-LAURENT QC H4S 2B3 CANADA	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
01/03/2023	BANCONA	BANCONA	Utilities/Wastewater	0	

Quantity	Description	Unit Price	Total
1.00	Baldor XPNV 0.75/1,0 hp CL1 DIV1 230/460V 14 65-4350-6100 435002	6,509.52	6,509.52
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		6,509.52

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 Authorized Signature

## **PROPOSAL - SPAREPARTS**

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**REFERENCE NUMBER: 479580 - REV0**

**DEC. 28 - 2022**

**PROJECT NAME: CITY OF KETCHUM WWTP, ID**

**PROJECT NUMBER: A702**

**CONTACT:**

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### **FIRM PROPOSAL**

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Madam, Sir,

Further to your request, please find below our spare parts proposal for the equipment located at City of Ketchum WWTP, ID.

#### **Scope of supply**

<b>Item</b>	<b>Part #</b>	<b>Description</b>	<b>Qty</b>	<b>Unit price</b>	<b>Total</b>
1	CEMOGUxxxxxx	*Baldor® XPNV 0,75/1,0 hp CL1 DIV1 230/460V 143TC x-proof brake motor	1	\$6 509.52	<b>\$6 509.52</b>
2	R080SALFREIGHT	Freight charges from Veolia Montreal, Canada to City of Ketchum WTP, ID	1	PPD & Add	<b>PPD &amp; Add</b>

**Note: based on the provided specs, the quoted item will replace the original one.**



## Terms and Conditions:

- **All prices quoted are in USD funds and List;**
- Applicable taxes not included;
- Prices are current for 30 days from date of issue;
- **Incoterms 2010: Ex-Works Montreal, Canada or otherwise specified;**
- **Estimated delivery after receipt of an order: \*32-36 weeks (TBC);**
- Any quoted lead times and/or stock availability are estimates only at the time of quotation and are subject to change upon order placement due to inventory levels.
- A minimum order of 75\$ is required;
- **Pricing is sensitive to quantities quoted;**
- A minimum charge of 25% restocking fee will be applied to all pre-approved returned parts, **custom parts are not returnable;**
- Availability is contingent upon incoming orders;
- Additional handling charges for all overseas package;
- The attached general terms and conditions are an integral part of all order resulting from the present proposal notwithstanding any other subject terms;
- Veolia Water Technologies Canada Inc. takes exception to all damage clauses;
- Warranty applies on equipment only (no process or performance warranty);

## Warranty

- All spare parts have a 3 month warranty from delivery date (manufacturing parts only).



You may place an order at [vwtservicecanada@veolia.com](mailto:vwtservicecanada@veolia.com) and refer to the above mentioned reference number. An order acknowledgement will be sent within 48 hours of receipt of your purchase order.

If you have any questions regarding this information, please do not hesitate to contact the undersigned at any time.

Best regards,

Conrad LaFleur

Application Support - Internal Sales (Parts and Services)

**WATER TECHNOLOGIES**

4105 Sartelon  
Saint-Laurent, QC  
Canada  
H4S 2B3

Office: 514-334-7230 / Fax: 514-334-7519  
ISO 9001: 2015

[www.veoliawatertechnologies.ca](http://www.veoliawatertechnologies.ca)

*Direct Line: 1.844.737.8989 (1.844.SER.VWT9)*

**NOTE:** Payment is due 30 days following receipt of invoice; applicable late charges will be 2% per month (24% yearly).

**PROPRIETARY NOTICE**

This proposal is confidential and contains proprietary information.

It is not to be disclosed to a third party without the written consent of Veolia Water Technologies Canada Inc.

**WATER TECHNOLOGIES**

The present General Terms and Conditions of Sale of Products ('Terms and Conditions') govern the supply of Products and Services (collectively the "Products") by Veolia Water Technologies Canada Inc. herein defined as "Veolia Canada". These terms and Conditions shall prevail over the Customer's terms and conditions of purchase whether or not provided to Veolia Canada. Neither commencement of performance nor delivery by Veolia Canada shall be construed as or constitute acceptance of Customer's terms and conditions of purchase. The present Terms and Conditions shall not be amended without Veolia Canada's prior consent in writing.

## 1. Definition and interpretation

1.1 In the present Terms and Conditions:

'Customer' means a person to whom an Offer is made or to whom Products are supplied; Veolia Canada means Veolia Water Technologies Canada Inc. Veolia Canada and Customer shall be defined hereinafter individually or collectively as Party or Parties; 'Delivery Date' means the date set for delivery in the Offer or the Order, and if such Offer and Order conflict in such respect, then the date set out in the Offer unless agreed in writing by the parties; 'Intellectual Property' means all forms of intellectual property rights including patents, designs, drawings, copyright, trademarks, trade names, trade secrets or any other intellectual or industrial property right, whether registered or unregistered related to the Products; 'Offer' means an offer by Veolia Canada to supply Products; 'Order' means an effective contract to supply Products as per article 3 to which these Terms and Conditions apply; 'Products' means goods, spare parts, consumables, equipment or materials, and services as the case may be supplied by Veolia Canada to the Customer pursuant to an Order; 'Work' means the delivery of Products to the agreed point of delivery, and any installation or other related activities included in the Order. 1.2 In the present Terms and Conditions: a) clause headings and bold characters are for convenience only and shall not affect interpretation thereof; b) words importing the singular include the plural and vice versa; and c) words importing a gender include any gender.

## 2. Offer

2.1 Veolia Canada may vary the content of the Offer at any time before its acceptance. 2.2 Unless otherwise stated in the Offer, the Offer remains open for acceptance for thirty (30) days after its date, but may be withdrawn by Veolia Canada at any time before acceptance.

## 3. Effective date

3.1 The Order shall become effective upon Veolia Canada's written acceptance of the Customer's Order, unless otherwise agreed between the Parties.

## 4. Cancellation

The Customer may not cancel any Order unless the Customer: a) obtains Veolia Canada's prior written approval; and b) pays Veolia Canada all costs incurred or damages suffered by Veolia Canada in connection with the cancellation of the Order (including without limitation any charges, termination costs, duties, taxes, expenses, design costs, expected profits, purchasing costs or other outgoings paid or incurred in expectation of the completion of the Order). Products returned without Veolia Canada prior written consent will not be accepted for credit.

## 5. Variations and Change in Law

5.1 If the Customer requests in writing a variation to an Order: a) Veolia Canada will use its reasonable efforts to comply with the request; and b) if Veolia Canada can comply with the request: i) the Customer shall pay Veolia Canada the costs reasonably invoiced for the variation; ii) Veolia Canada will advise the Customer of any delivery delay resulting from complying with the request; and iii) Veolia Canada will advise the Customer of any impact on the warranties given in respect of the Products. 5.2 Any attempt by the Customer to unilaterally vary the content of an Order (including these Terms and Conditions), whether orally or in writing, is void. Veolia Canada shall not begin work related to the Variation unless agreement is reached between the Parties. Veolia Canada shall be entitled to compensation for any change in law having effect on the performance of the Order.

## 6. Price and payment

6.1 The price of Products shall be specified in the Offer to the Customer. Except as may be otherwise provided in an Offer, the price does not include any goods and services or consumer sales tax, and/or other similar taxes, excise and custom duties, required by law in the jurisdiction of delivery of the Products or otherwise. The Customer shall bear sole responsibility for the payment of any such tax or duty. 6.2 The price shall be subject to adjustment upon an increase in the cost of raw materials and/or wages according to the formula determined by Veolia Canada in its sole discretion, and upon written notice to the Customer. 6.3 Unless specified otherwise in writing, terms of payment are 100%, net 30 days. 6.4 Customer shall be charged 2% interest per month (24% per year) of any unpaid balance, and Customer shall pay all of Veolia Canada's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval. 6.5 All above prices are in Canadian Dollars; 6.6 Nothing in the provisions of clause 6.4 above shall limit any right Veolia Canada may otherwise have to recover payment of amounts due and/or damages.

## 7. Delivery and risks

7.1 Unless otherwise stated in an Order: a) Veolia Canada shall deliver the Products Ex Works – Veolia Canada factory; and b) the Customer must arrange to pick up the Products immediately upon the Delivery Date; and c) all risks including risk of loss or damage and care and custody to the Products shall pass to the Customer upon delivery as per a) above. Any use of the Products before acceptance other than at the time of the tests carried out in the presence of Veolia Canada shall be deemed to be Provisional Acceptance of the Work and shall automatically result in the immediate transfer of risk and the beginning of the warranty period.

## 8. Ownership of the products

8.1 Subject to clause 8.2 below, Veolia Canada shall provide full and unrestricted title to the Customer for the Products free and clear of all liens, restrictions, reservations, security interests and encumbrances (save as for the intellectual property rights associated with the Products). 8.2 Ownership of the Products only passes to the Customer when all of the Products under the said Order are paid for in full. Until then: a) ownership of the Products remains with Veolia Canada; b) the Customer holds the Products as bailor for Veolia Canada; and c) the Customer shall maintain Veolia Canada's identification property signs on the Products.

## 9. Warranty

9.1 Unless otherwise stated in the Offer: Veolia Canada Products shall be guaranteed to be free from faulty materials, workmanship or defects for a fixed period of eighteen (18) months from the Delivery Date or (12) months from the date of substantial performance, whichever period expires the earliest. 9.2 The present warranty is subject to prior notification by the Customer to Veolia Canada within ten (10) business days after the discovery of the defect. 9.3 During the warranty period Veolia Canada will, at its sole discretion, either: a) repair or replace Ex-Works – Veolia Canada factory, or b) pay to the Customer the cost of replacing or repairing, at Customer's risk, that part or all of the Products which are reasonably found to be defective. Repair and/or replacement of Products shall not constitute an extension of the warranty period. 9.4 Customer's failure to notify Veolia Canada pursuant to clause 9.2 above shall constitute acknowledgement of compliance of the Products with the Order and the Customer shall then be deemed to have waived any such claim in relation to the Products. 9.5 Save and except for warranties expressly stated in the Offer, THE WARRANTIES EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS ARE THE SOLE AND EXCLUSIVE WARRANTIES OF VEOLIA CANADA. VEOLIA CANADA MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED, ORAL, WRITTEN, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING BY CUSTOM, TRADE USAGE, PROMISE, EXAMPLE OR DESCRIPTION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY VEOLIA CANADA AND WAIVED BY THE CUSTOMER. The warranty provided for in the present clause shall not be extended, altered or varied except by a written instrument signed by Veolia Canada and the Customer.

## 10. Exclusions from warranty

10.1 The foregoing warranty shall only apply in respect of claims as a result of defects in the Products or parts thereof which become apparent within the applicable warranty period. 10.2 Veolia Canada shall not be liable in any way, whether in contract, tort, under statute or otherwise, for any failure of the Products to comply with the warranties given under clause 9 and, (if applicable) under the express terms of the Offer: a) unless the Customer can prove, to Veolia Canada's satisfaction, that the Customer stored, installed, used and operated the Products strictly in accordance with Veolia Canada's instructions (which the Customer will receive, or must request and receive before installation – if not performed by Veolia Canada – and initial use of the Products); or b) if the failure is caused by: i) normal wear and tear, impact, improper use, or mishandling; or ii) repair, alteration or use beyond their specifications, iii) repair or modification in any way by any person other than Veolia Canada; iv) a force majeure event. For the purposes of clarification, the warranty provided by Veolia Canada in respect of the Products or the Work does not cover normal wear and tear. 10.3 The Customer acknowledges that: a) in order to comply with its warranty obligations, Veolia Canada shall not be obliged to make any change in the design and/or specifications of the delivered Product so as to render the said Product equivalent to any other new similar Product, or new model of the Product, supplied by Veolia Canada (but the Customer agrees to accept such new model of the Product or replacement for the Product if offered by Veolia Canada); and b) Veolia Canada shall not be responsible for the replacement of consumable and spare parts items used in operation of the Products.

## 11. Exclusions and limitation of liability

11.1 The total and aggregate liability of Veolia Canada to the Customer, whether in contract, tort (including negligence), statute or under any other legal theory whatsoever shall in no event exceed twenty-five percent (25%) of the Order price. 11.2 Veolia Canada shall in no event be held liable to Customer for any indirect, special, punitive or consequential damages whatsoever arising under the Order, including any loss of profits, loss of revenues, loss of opportunities, loss of use, loss of production, loss of contracts. 11.3 The present clause 11 shall apply notwithstanding any other provision of any Order.

## 12. Purpose of products

12.1 The Customer acknowledges it relies solely on its own skill and judgment in all respects and in particular: a) in its decision to purchase the Products; and b) that the Products are fit for the purpose for which they are being acquired. 12.2 It is the Customer's sole responsibility to ensure that the Products are used for the purposes for which they were intended to be used.

## 13. Force Majeure

13.1 Veolia Canada shall not be held liable for any delay or failure in performance of any part of the Order to the extent that such delay or failure is caused by an event of force majeure, being an occurrence (other than in respect of the financial capability of a party) which prevents or delays a party from performing its obligations and which is beyond the reasonable control of such party; and which shall include, without limitation: accidental damage to its equipment or machinery; acts of God or of public enemy; blockade, rebellion, insurrection, riot or other civil unrest or violence or sabotage; weather conditions, fire, storm, flood, earthquake, or other natural disaster; terrorism, bomb or explosion; war; illness, epidemic or pandemic, including COVID-19; quarantine restrictions; industrial or labor dispute, labor shortage; transportation embargo; act or omission (including laws, regulations, disapprovals or failures to approve) of any other person (including a government, government agency, a supplier or a sub-contractor).

13.2 If any such event occurs, and Veolia Canada is delayed or unable to perform, Veolia Canada shall give notice to the Customer, and shall be automatically relieved from performance of the Order for the entire duration of such event. 13.3 If the said event lasts for more than thirty (30) days, Veolia Canada shall have the right to terminate the Order with immediate effect by giving written notice to the Customer. 13.4 If Veolia Canada terminates an Order under this clause 13.3 due to a Force Majeure event as described in 13.1 affecting the Customer; the Customer shall pay Veolia Canada all costs incurred or damages suffered by Veolia Canada in connection with the Order (including without limitation any charges, duties, taxes, expenses, design costs, purchasing costs or other outgoings paid or incurred in the expectancy of completion of the Order).

## 14. Export control

Unless otherwise agreed by the parties in writing, and to the extent applicable to the Work, the Customer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Products from and after Customer's receipt of the Products, as well as for the proper management and disposal of all wastes and residues associated with the Products (including but not limited to containers, excess or off-spec product, testing wastes, e.g., spent or expired lab reagents and test kits). Customer agrees to ensure that all Products provided to Customer for export are exported only in compliance with applicable export control laws and regulations. Any permits and licenses which are required to operate or to use the Products shall be procured by Customer at Customer's sole expense.

## 15. Intellectual property

The Customer acknowledges that Veolia Canada preserves all the Intellectual Property rights on all Products of the Order. Accordingly, the plans, technical drawings and specifications supplied by Veolia Canada and more generally any documents or information communicated in conformance with the Order remain the full and whole property of Veolia Canada and can in no way be used by the Customer for any other purpose other than that set out in the Order. As such, Veolia Canada grants to the Customer a non-exclusive license to use such documents exclusively for the purpose of installing, maintaining and repairing the Products. During the execution and for five years following the termination date of the Order, the Customer commits not to reveal to any third party, officially or not, directly or indirectly, in writing or by other means, all or any of the information which would have been communicated to the Customer by Veolia Canada within the framework of the Order, except if the Customer obtains Veolia Canada's prior written approval. The term "information" includes, without limitation, the knowledge, the plans and the worksheets, and generally, all the technical, financial or commercial information that was exchanged or communicated in relation to the Order.

## 16. Customer's default

16.1 If: a) the Customer fails to make any payment required under the Order, including interests and any other amount owing to Veolia Canada, on the date or dates due; b) the Customer breaches any other provision of the Order, Offer or of the present Terms and Conditions and fails to remedy the breach within seven (7) days after receiving a written notice requiring it to do so; or c) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person in respect of part or all of the Customer's assets or business, Veolia Canada may: i) declare the entire sum remaining unpaid under the Order to immediately become due and payable; or ii) require the Customer to pay in advance of delivery or completion; or iii) suspend or cease performance until all amounts owing to Veolia Canada are paid in full; or iv) request the Customer to immediately return to Veolia Canada any Product for which full payment has not been received by Veolia Canada; or v) enter the premises in which the Products are stored and retake possession of them; and/or vi) sell all or part of the Products without notice. 16.2 This clause shall not limit any other right Veolia Canada may have to recover damages for breach of contract or any other claim under statute or at common law. For greater certainty, no failure or partial exercise of any remedy or delay in exercising any remedy, shall operate as a waiver thereof; the rights and remedies herein provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights or remedies provided by law. 16.3 Further to the foregoing, in the event of any one of the occurrences described in 16.1 a) to c), Veolia Canada may also elect to terminate the contract in relation to the Order without prejudice to its right to claim all payment owed under the Order and under the present terms and conditions.

## 17. Early Termination

The Customer shall pay Veolia Canada, at the latest within 30 calendar days following the effective date of termination of the Order, the value of the Work conducted, performed or delivered on the Site in accordance with the Order and all the amounts remaining due to Veolia Canada on the date of termination and any early termination costs incurred or expected by Veolia Canada.



## GENERAL TERMS AND CONDITIONS FOR SALE

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### 18. Applicable law

Veolia Canada and the Customer agree that the Offer, the Order and these Terms and Conditions shall be governed in accordance with Canadian federal laws and the applicable provincial laws in which delivery occurs (the "Province"). For any delivery outside of Canada, the laws of the province of Ontario shall apply. All disputes arising between the parties in respect of such Offer, Order or Terms and Conditions shall be settled by arbitration, in the city of Montreal, Québec unless otherwise agreed to by the Parties.

### 19. Notices

19.1 All notices required to be given under the Order must be sent to the address of the recipient as set out in the Order (or any other address notified in writing by the recipient in accordance with the present clause). 19.2 Any notice will be deemed to have been duly given, if sent by mail, five (5) business days after posting, if delivered by hand, on signature of receipt acknowledging delivery and, if sent by facsimile transmission, on generation of an acknowledgment that the transmission has been successfully completed.