

## City of Ketchum

January 3, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation for Approval of Purchase Order # 22048 to AAA Equipment Company, LLC for the purchase of a 2022 Aquatech B10 Rear Mounted Vacuum Truck

#### Recommendation and Summary

Staff is recommending the council approve Purchase Order # 22048 and adopt the following motion:

"I move to approve Purchase Order # 22048 to AAA Equipment Company, LLC for a 2022 Aquatech B10 Rear Mounted Vacuum Truck for the Amount of \$448,507.00 and authorize the Mayor to sign it.

The reasons for the recommendation are as follows:

- The current sewer vacuum truck has reached the end of its life expectancy.
- The truck is needed for sewer line cleaning.
- The truck is used to clear obstructions that may occur in the sewer lines.

#### **Introduction and History**

The Sun Valley Water and Sewer District (SVWSD) and the City of Ketchum each operate and maintain sewage collection systems in their area of responsibility. A sewer vacuum truck is a valuable tool to support the proper and efficient operation of these collection systems. The truck is used for sewer mainline cleaning as well as clearing obstructions in the sewer. SVWSD and Ketchum co-own the current vacuum truck. This truck is nearly 30 years old and needs to be replaced.

#### <u>Analysis</u>

Staff is proposing the City of Ketchum and SVWSD purchase a new Hi-Vac Aquatech Combination Jet/Vac truck from AAA Equipment Company. Demonstrations by three different truck manufacturers were presented to both collection system's operators and the Aquatech truck was determined to be the best truck for our needs.

#### Sustainability

The recommended action does not have a feasible alternative to further the goals of the 2020 Ketchum Sustainability Action Plan.

#### Financial Impact

The purchase amount for the truck is \$448,507.00. 50% of the cost for this purchase will be the responsibility of the City of Ketchum and 50% the responsibility of the Sun Valley Water and Sewer District. This is a capital item to be used by both entities on an as-needed basis. This purchase amount is part of the City of Ketchum FY2022 adopted budget. Pricing was obtained from Sourcewell, a service cooperative which competitively

solicits procurement contracts for government agencies. Idaho law allows political subdivisions to participate in such cooperative purchasing programs.

Attachments: Purchase Order # 22048 Sourcewell/Hi-Vac Quote # Q-02198-1



# **CITY OF KETCHUM**

PO BOX 2315 \* 480 EAST AVE. \* KETCHUM, ID 83340 Administration 208-726-3841 (fax) 208-726-8234

# PURCHASE ORDER BUDGETED ITEM? \_\_\_Yes \_\_\_No

**PURCHASE ORDER - NUMBER: 22048** 

To: Ship to:

5758 AAA EQUIPMENT CO, LLC 3808 N SULLIVAN, BLDG 107 SPOKANE VALLEY WA 99216 CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
12/22/2021	gbeiser	gbeiser	Utilities/Wastewater	0	

Quantity	Description		Unit Price	Total
1.00	2022 Aquatech B10-1450 Rear Mounted Vac 67-4350-7600	435001	448,507.00	448,507.00
		SHIPPIN	G & HANDLING	0.00
		TOTA	L PO AMOUNT	448,507.00

Authorized Signature





# **Customer Proposal**

### Sourcewell Contract # 122017-HVC

Customer Name	Ketchum, ID Wastewater Division	Dealer	AAA Equipment Co LLC
Contact Name		Contact Name	Daniel Coley
Address	110 River Ranch Road	Address	3808 N Sullivan Bldg 107
	Ketchum, Idaho 83340	•	Spokane Valley,
			Washington 99216
Phone Number	208-726-7825	Phone Number	(509) 922-1363
E-Mail Address		E-Mail Address	dcoley@hi-vac.com

#### 0. BODY

Qty	Item	Description
1.00	B10-1450	10 yds. of Debris, 1450 Gallons of Water Rear Reel Combination Unit
1.00	MISC Option	H.A.L.O. System (Includes light, charger, reel and attaching pieces) Installed

#### 1. VACUUM SYSTEM

Qty	Item	Description
1.00	STD-0014	Blower Engagement at Operators Station
1.00	STD-0015	Mounted Stainless Steel Final Filter
1.00	STD-0013	Reinforced Poly-Chain Drive System
1.00	STD-0017	Vacuum Gauge at Operators Station
1.00	STD-0016	Vacuum Relief Valves
1.00	A383923-2	Pneumatic Vacuum Breaker
1.00	A381565	Hibon Model TS-56 - 5000 CFM, 18" Hg
1.00	300002955	Cyclone Separator with Collection Chamber

#### 1.1. WATER SYSTEM

Qty	Item	Description
1.00	STD-0021	Pressure Relief Valve Shall be Installed to Protect the Pump





Qty	Item	Description
1.00	STD-0020	Water Pump Air Purge Valve
1.00	121002495	1/2" x 75' High Pressure Gun & Hose Assembly with Spring Retracting Reel
1.00	121002494	1/2" x 75' Wash Down Gun Hose Assembly with Spring Retracting Reel
1.00	200070011	12 Volt Cold Weather Recirculation System
1.00	121006500	80 GPM @ 2500 PSI Water System
1.00	121005969	Unloader Control System Side & Rear
1.00	A239902	Water Purge/Blow Out System

#### 1.2. DEBRIS TANK

Qty	Item	Description
1.00	STD-0119	10 yd. Debris Tank Capacity
1.00	STD-0026	2 - Debris Level Sight Eyes Located in Rear Door
1.00	STD-0023	56,000 lb. Double-Acting Dump Hoist
1.00	STD-0025	4 - Individual Hydraulic Cylinder Door Locks
1.00	STD-0029	Rear Door Safety Prop
1.00	STD-0027	Stainless Steel Ball Check Valve with Air Deflector Screen
1.00	STD-0033	Stainless Steel Fenders
1.00	A000401	Anti-Slip Tape on Tank Top
1.00	STD-0024	Top Hinged Hydraulic Open/Close Rear Door
1.00	121005979	Dual Floor Flushers & Tank Flush
1.00	300003522	Tank Top Access Ladder
1.00	A381531-1	Remote Lubrication Manifold
1.00	121006209	Removable Decant Hose with Disconnect & Cap
1.00	NS-0030	6" Rear Drain Valve in Rear Door with 15' x 6" Lay-Flat Hose

#### 1.3. WATER TANKS

Qty	Item	Description
1.00	STD-0074	3" Y-strainer at Water Pump with Drain





Qty	Item	Description
1.00	STD-0081	3/8" Thick Polyethylene UV Stabilized Graphite Water Tanks with 1,150 Gallon Capacity
1.00	STD-0075	Fill Hose Storage Basket
1.00	STD-0038	Heavy Duty Water Fill with Anti-Siphon Air Gap & 2" Y-Strainer
1.00	STD-0036	Self-Cleaning Tank Design with 2.5" Quick Opening Drain
1.00	300005200	Digital Water Level Indicator

#### 1.4. BOOMS

Qty	Item	Description
1.00	STD-0045	Boom Clean Out Port
1.00	STD-0043	Hydraulic Power Up/Down Rear Boom Storage
1.00	STD-0042	Slewing Gear Power Rotation with 360 Degree Rotation
1.00	STD-0041	Top-Loading Boom Design One Piece HD Rubber Debris Hose
1.00	200041021	8" x 23' Ring Lock Extendable Boom

#### 1.5. HOSE REEL

Qty	Item	Description
1.00	STD-0047	Hose Reel Rotation Controlled via Electric/Hydraulic Control
1.00	STD-0046	Hydraulically Articulated 180 Degree Street to Curb Rotation
1.00	A382703-2	Auto Level Wind with Counter
1.00	A383276	Hose Counter Spring Loaded
1.00	A176110	20' Leader Hose
1.00	A175271-3000-Cobr	Sewer Hose 1" x 800' 3000 PSI

#### 1.6. STORAGE

Qty	Item	Description	
1.00	121005547	Step Toolbox	
2.00	A180757-S	48"Wx24"Dx24"H Tool Box with Shelf	
1.00	A385801	Aluminum Tool Trays on Both Side of Water Tanks	





Qty	Item	Description
1.00	300004744	Tube Rack, Sliding, Vertical, BOC, 8 Tube with Tool Storage

#### 1.7. CONTROLS

Qty	Item	Description
1.00	STD-0059	12 Volt Electrical Outlet at Panel
1.00	STD-0051	6 Position Joystick Boom Control Mounted at Control Station
1.00	STD-0061	Back Up Alarm
1.00	STD-0057	Boom Up Warning Light & Alarm
1.00	STD-0052	Chassis Tachometer
1.00	STD-0056	Electronic Engine Throttle Control
1.00	STD-0054	Hose Reel Speed Control
1.00	STD-0058	Low Water Warning Light & Alarm
1.00	STD-0060	PTO Hour Meter
1.00	A000372	Blower Hour Meter
1.00	A120051	Water Pump Hour Meter
1.00	STD-0053	Vacuum Gauge
1.00	STD-0055	Water Pressure Gauge
1.00	STD-0050	Wireless Remote with LCD Display

#### 1.8. LIGHTING

Qty	Item	Description	
1.00	STD-0062	Boom Clearance Lights	
1.00	STD-0063	LED Style DOT Lighting	
1.00	A120378-3-LED	Boom Flood Lights	
1.00	A120101-LED	Control Panel Lights	
1.00	121002479	Strobe Light Right Rear Debris Tank with Guard	
1.00	121002484	Strobe Light Right Front Debris Tank with Guard	





#### 1.9. MISCELLANEOUS

Qty	Item	Description
1.00	PAINT-WHITE	White Paint
1.00	A176150	25' x 2 1/2" Hydrant Fill Hose
1.00	STD-0065	Flexible Hose Guide (Tiger Tail)
1.00	STD-0066	Tube Connector Tool
1.00	10000551	8" Manhole Tube Support
1.00	A244263	8" Tubes Handle
1.00	A388552	DOT Safety Kit

#### 2. TUBES

Qty	Item	Description
1.00	STD-0067	1 - Intake Tube 6'
1.00	STD-0068	1 - Extension Tube 6'

#### 2.3. BAND LOCK TUBES

Qty	Item	Description
3.00	10000503	Extension Tube 6" x 6' Band Lock
1.00	10000498	Intake Tube Male 6" x 6' Band Lock
1.00	10000453	Reducer 8" Male x 6" Female Band Lock

#### 2.4. NOZZLES

Qty	Item	Description
1.00	STD-0069	1 - 15 Degree Nozzle
1.00	STD-0070	1 - 30 Degree Nozzle

#### 2.5. STOCK CHASSIS OPTIONS

Qty	Item	Description
1.00	FRT 114 Auto Tag	Freightliner 114SD Tandem with Tag





Sourcewell Contract Price:	\$454,672.00
2022 Customer Price:	\$448,507.00





- Applicability of Seller's Terms and Conditions. All orders ("Orders") placed by the entity purchasing goods and services ("Buyer") of Hi-Vac Corporation ("Seller") are expressly conditioned on Buyer's agreement to these Terms and Conditions of Sale ("Terms and Conditions"). Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No Buyer purchase order or other form or communication shall modify these Terms and Conditions, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of these Terms and Conditions. Any order to purchase goods or services shall constitute Buyer's assent to these Terms and Conditions.
- Quotations. Unless otherwise specified in the quotation, Seller's quotation shall expire thirty (30) days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.
- 3. Payment and Shipping Terms. Domestic sales are FOB, Seller's factory or other point of shipment designated by Seller. International sales are CIF. Unless otherwise quoted or acknowledged by Seller, payment terms are net thirty (30) days from the date of an order. Payment for all goods or services is due and shall be paid according to the terms appearing on the face of the invoice and quotation from Seller. Any amount not paid on the date it is due shall accrue interest at a rate of 18% per annum. All payments will be made in US Dollars. If Buyer is delinquent in the payment of any invoice, Seller may, in its discretion and without prejudice to its other rights, withhold shipment (including partial shipments) of any order and require Buyer to prepay for further shipments until complete payment has been received. Buyer shall be responsible for all costs related to the collection of past due unpaid amounts. In addition to any prices, Buyer shall pay the amount of any present or future manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, customs duty, inspections or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any government authority, on or measured by the transaction between Seller and Buyer. In the event Seller is required to advance any such tax, fee or charge, Buyer shall reimburse Seller therefor, or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted with any exemption certificate or other document acceptable to the authority imposing such tax, fee or charge. For international transactions, Seller shall not begin production or fabrication of ordered goods until one of the following has occurred: (i) Buyer has provided full (100%) payment of all costs related to the Order, such letter of credit shall be determined acceptable or non-acceptable in the Seller's sole and absolute discretion.
- 4. <u>Title and Risk of Loss.</u> Title and risk of loss or damage in transit shall pass from Seller to Buyer at delivery, which shall be deemed to occur upon transfer of possession to the first carrier or Buyer's representative (which for these purposes will include Seller if Buyer has arranged for transportation by Seller's personnel) at the delivery point whichever occurs first pursuant to the applicable shipping terms.
- 5. Delays or Default in Delivery. Seller shall have no liability to Buyer for Seller's delay or default in delivery due to strikes, secondary boycotts, riots, wars, accidents, fires, floods, explosions, vandalism, government embargoes, priorities or regulations, transportation delays, shortages of labor, fuel, materials, supplies, power, transportation facilities or tooling capacity, the impact of the outbreak of COVID-19 or any other epidemics, or other similar or dissimilar causes beyond Seller's reasonable control whether or not foreseeable. Under no circumstances shall Seller have any liability for penalties or other consequential damages of any kind resulting in whole or in part from Seller's delay in delivering, or failure to deliver any qoods to or perform services for Buyer as agreed.
- 6. Acceptance, Buyer acknowledges and agrees that the Buyer has 10 calendar days to inspect the goods from the earlier of (i) the time the goods have been picked up by Buyer or their representative, and (ii) the time the goods have been delivered to the destination in the invoice or a place that the Purchaser typically receives goods from Seller. Buyer must notify the Seller if the goods are being rejected as non-conforming goods by providing a Return of Goods Authorization form ("RGA") received by Seller no later than 10 calendar days after receipt of goods as determined above and the RGA must include the invoice and transaction number, the goods that Buyer believes are non-conforming and the details of why Buyer asserts the goods are not conforming. Failure to notify Seller within 10 calendar days will be deemed acceptance of the goods and any subsequent product issue shall be controlled by the product warranty section of these Terms and Conditions. If Seller allows the return of any goods after the 10 calendar day acceptance period, Buyer shall pay a 15% restocking fee to Seller.
- 7. <u>Design and Technical Information</u>. Seller claims proprietary rights in the items and information associated with the Order. Drawings and technical information are issued in confidence for engineering information and mutual assistance only and may not be publicly disseminated, reproduced or used by Buyer without Seller's prior written consent and shall be returned upon the earlier of Seller's written request or when its purpose has been served.
- 8. Changes: Cancellations. Changes and/or cancellations to existing schedules or orders are subject to Seller's prior written acceptance and reasonable cancellation charges, including all progress billings and reimbursement by Buyer of Seller's incurred direct manufacturing costs, including but not limited to all labor costs and expenses and costs of materials that are not usable by Seller and other non-recoverable costs incurred. Such incurred costs will be determined by Seller and communicated in writing to Buyer.
- 9. <u>Limited Warranty.</u> Seller's warranty is set forth in Seller's Limited Warranty for the goods or services covered by the Order, as the same is attached hereto or otherwise provided to Buyer. THIS WARRANTY IS BUYER'S EXCLUSIVE REMEDY AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR REPRESENTATIONS, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any description of the goods, whether in writing or made orally, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Buyer's Order are for the sole purpose of identifying the goods and shall not be construed as a warranty.
- 10. Limitation of Liability. THE REMEDIES OF THE BUYER SET FORTH IN THESE TERMS AND CONDITIONS OF SALE ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS HEREUNDER. NOTWITHSTANDING ANY PROVISION IN THESE TERMS AND CONDITIONS OF SALE TO THE CONTRACT, IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT, WARRANTY, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), EXTRACONTRACTUALLY, OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD HEREUNDER, LOSS OF PROTITS OR REVENUE, LOSS OF USE OF PRODUCTS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS, CLAIMS OF CUSTOMERS OF THE BUYER OR OTHER THIRD PARTIES (EXCEPT AS OTHERWISE PROVIDED FOR ABOVE IN THE SECTION TITLED AS INTELLECTUAL PROPERTY INFRINGEMENT) OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S TOTAL CUMULATIVE LIABILITY ARISING FROM, CONNECTED WITH, RESULTING FROM OR RELATED TO THESE TERMS AND CONDITIONS OF SALE WHETHER THE CLAIMS ARE BASED IN CONTRACT, WARRANTY, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), EXTRA-CONTRACTUAL, OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID.
- 11. Remedies. Any lawsuit or legal claim for breach of this order must be brought within one year.
- 12. Governing Law and Jurisdiction. The laws of the State of Ohio, without regard to the conflicts of law principles thereof, shall govern Buyer's order, these Terms and Conditions and all disputes and/or disagreements arising hereunder. Both parties agree and hereby submit to the exclusive jurisdiction and venue of the state or federal courts, in Washington County, Ohio, with respect to any and all disputes arising out of or relating to these Terms and Conditions or any of the transactions contemplated hereby; and each party irrevocably submits to the jurisdiction of such court, waives any objection that it may now or hereafter have to the venue or convenience of such forum, and agrees that all such disputes shall be heard and determined in such court.