



NO # 315233

March 31, 2017

OCWA – Kawartha Hub

Attention: Mr. Jeremy Manning, Operations Manager

Subject: Lindsay WWTP
Dry-Polymer Make Down System + Pump Controls
Our file proposal IE-112557
Proposal Revision 1

Dear Stewart,

Further to your request, Veolia Water Technologies Canada Inc (VWT Canada) is pleased to submit our proposal of the following equipment:

- 1 x Dry-Polymer Makedown System and standard PLC Panel Veolia Hydra-Pol HP-750
- 1 x Adder to modify main standard PLC panel to controls polymer and alum pumps

Should you have any questions, please let me know at your earliest convenience.

Sincerely,

François Filion, Eng.
Application Engineer
Instrumentation & Equipment

c.c Jason Boomhour, Strategic Account Manager
Martin Caspar, Director, Tender, I&E



Ontario Clean Water Agency Agence Ontarienne Des Eaux

KawarthaHub

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CAPITAL EXPENDITURE APPROVAL

Location: Lindsay WWTP

ORG# 1313

Date: April 10, 2017

Work Order #: 315233

Requested by:

Jeremy Manning

OCWA Authorized by:

Date: 04-Apr-17

Client Authorized by:

Date:

Approved or Disapproved

circle one

Item: Replacement Polymer Feed System

CAPITAL EXPENDITURE BREAKDOWN

Cause: Replacement of the polymer feed system at the Lindsay WWTP.

Is this an estimate or has the work already been done? Estimate
estimate / actual

Quotations / Invoices attached: 1
circle one # attached

Total: \$ 102,700.00 (1) plus tax

Name of Chosen Vendor:

Reason for only one quotation:

Labour breakdown:

Labour Classification	no. hours	rate	total cost
Instrumentation Staff		\$ -	\$ -
Operational Staff		\$ 55.00	\$ -
			\$ -
			\$ -

Total Labour Cost: \$ ----> \$ (2)

HST (1.76% non-rebatable) \$1,807.52 (3) (if applicable)

Administrative Fee \$6,725.38 (4)

Total Capital Expenditure: 1) + (2) + (3) + (4)

\$111,232.90

Version 1.1

This is an estimate only, if significant additional costs are required, OCWA will notify you for verbal approval.

The contractor is to provide OCWA with the following documents:

1. a WSIB Clearance Certificate or Letter of Good Standing
 - a copy of the Clearance Certificate must be obtained from the contractor prior to each work assignment
 - as Clearance Certificates are only valid for sixty days, the contractor must furnish a new Certificate every sixty days
 - review the Certificate or Letter to see if it indicates that the contractor has any prior conviction(s) under the OHSA;
2. a Certificate of Insurance;
3. Certification Records or other documentation to demonstrate that its supervisor and all of its employees have the experience and skills required to
4. a copy of its Occupational Health and Safety Policy;
5. a plan for the work they will perform; and
6. copies of any licenses required by the contractor's staff in order to perform the work (e.g. licenses for diving, hot work, electrical work).



DELIVERY SCHEDULE

The pricing of this proposal takes into consideration our normal project schedule as described hereafter:

A. Order receipt	2 days
B. Submittal preparation	4-8 weeks*
a. Mechanical basic eng.	4-6 weeks
b. Electrical	6-8 weeks
C. Project final approval (max)	2 weeks (after submittal)
D. Equipment fabrication (after drawings approval)	10-14 weeks
E. Testing	2 days
F. Customer inspection (If needed)	3 days
G. Packing and preparation for shipment	2 days
H. Freight to site	by customer

Delays beyond the control of Veolia Water Technologies Canada Inc. could affect labor, equipment pricing and project above schedule (considered project duration not to exceed 12 months);

This proposal is based upon the technical specification received and the noted exceptions (see last section).

Elements excluded from our proposal:

- All interconnecting piping;
- Transport to job site from Montreal (optional price);
- Anchoring systems;
- Installation, startup and site services;
- Bonding (labour, execution, etc.);
- All civil works and erection
- Royalties

TERMS AND CONDITIONS

1. All prices quoted are in CAD Dollars;
2. All applicable taxes, duties and insurances are not included;
3. Payment schedule is 30% upon Buyer's written approval of Seller's submittals, 70% upon accepted delivery at designated job site, net 45 days
4. F.O.B. VWT Canada Inc plant in Montreal, Canada;
5. VWT Canada Inc takes exception to all liquidated damages clauses;
6. Warranty applies on equipment only (no process or performance warranty)
7. Price valid until May 1, 2017 according to date exchange rate, Metal index prices. And received specifications; if others specification are applicable adder or deduct can be claim;
8. Please review the attached Additional Terms and Conditions.

Standard ISO9001 QA/QC Package

Our standard ISO9001 QA/QC package includes complete drawings submittal, equipment nameplate, access to sub-suppliers shops, functional description submittal,...



COMMERCIAL OFFER

Qty	Description	Unit price (CAD)
1	Dry-Polymer Makedown System Model : HYDRAPOL 750-VC Including : 1 x Feeder and wetting system 1 x Set of mixing tank (750L) and aging tank (750L) 1 x Control panel NEMA 4 304SS with (2) doors to segregate power & control 1 x Pre-wiring with cables Please refer to detailed scope of supply below	\$76,900.00
1	Adder To control of 2 sets of chem feed pumps from main standard HydraPol PLC panel <ul style="list-style-type: none"> • Polymer pumps (x3) • Alun pumps (x3) Please refer to detailed scope of supply below	\$25,800.00

162,700

Optional adders

Qty	Description	Price (CAD)
6 days	Start-Up on Site and Commissioning For both: <ul style="list-style-type: none"> • HydraPol polymer make-down system • Adder to controls 2 sets dosing pumps Estimated time <ul style="list-style-type: none"> • Start-up and commissioning : 3 days • SAT (Site Acceptance Tests) :3 days 	760\$/day (Excluding travel and living expenses)
1	Variable Frequency Drives (VFD) <ul style="list-style-type: none"> • If required. 	TBD



Dry-Polymer Make-down System

Design Parameters

Lindsay WWTP

Information taken off the Actiflo plant manual:

- Plant flow: 31,000 m³/d
- Polymer dosage: 0.40 mg/L (assumed)

Dry-Polymer Make-down System Sizing

- Polymer make-down capacity requirements: 12.4 kg/d of dry-polymer
- Maturation (aging) time: From 60 to 90 min., assumed
- Polymer concentration: 0.1% to 0.25%, assumed
- Dry polymer to be transferred to hopper with vacuum feeder.
- Make-down water design temperature = 10 to 50°C, low chlorine.



SCOPE OF SUPPLY

Qty	Description
1	<p>Dry-Polymer Preparation System (Make down System)</p> <p>Model: HYDRAPOL HP-750-VC Brand: Veolia Water Technologies</p> <p>Capacity: 16.1 kg/d @ 0.10% concentration & 60 min. aging Capacity: 11.0 kg/d @ 0.10% concentration & 90 min. aging Capacity: 32.0 kg/d @ 0.20% concentration & 60 min. aging Capacity: 21.9 kg/d @ 0.20% concentration & 90 min. aging Capacity: 40 kg/d @ 0.25% concentration & 60 min. aging Capacity: 27.3 kg/d @ 0.25% concentration & 90 min. aging</p> <p>Water requirements: 5.2 m3/hr, 60 psig at 10°C (min).</p> <p>1 x Skid for feeder, piping and control panel support (SS 304) 1 x Vacuum conveyor for dry-polymer 1 x Hopper, 100L, 304 SS 1 x Powder level switch in the hopper, (E+H) 1 x Feeder automatic discharge valve 1 x WAM MBF Series Feeder with agitating hopper 1 x Feeder automatic discharge valve with hydraulic cylinder 1 x Wetting system: 4 zones – wetting cone, high energy eductor high, static mixer with preparation tank 1 x Primary dilution system including: 1 x Manual ball valve, Chemline, Isolator 21, PVC 1 x Pressure switch, model Allen-Bradley 2 x Solenoid valves, ASCO Red Hat, NEMA 4X, 120 VAC, Brass 1 x Flow regulating valve (wetting cone) 1 x Wetting system, including: 1 x Wetting cone (SS 304) 1 x High energy eductor in PVC 1 x Check valve, PVC (Chemline) 1 x Preparation tank (open tank, 750 liter, 304 SS) 1 x Agitator (low speed), (575V/3/60Hz) 4 x Connections (inlet, outlet, overflow, drain) 1 x Level transmitter (4-20 mA, NPT, E+H) 1 x Transfer valve, automatic, butterfly PVC electrically actuated (Chemline) 1 x Maturing (dosing) tank (open tank, 750 liter, 304 SS) 4 x Connections (inlet, outlet, overflow, drain) 1 x Level transmitter (4-20 mA, NPT, E+H) 1 x Output valve, PVC (Chemline) 1 x Drain valve, PVC (Chemline) 1x Static Mixer, PVC</p>

Qty	Description
	<p>Wetted Materials :</p> <ul style="list-style-type: none"> • 304 Stainless steel: Mixer, Feeder, Tanks, Structure. • Brass: Solenoid valves • PVC: piping, valves, static mixer, eductor <p>1 x Standard Control Panel Package including :</p> <ul style="list-style-type: none"> 1 x NEMA 4X Enclosure, SS, 2 doors (Control segregated from power) 1 x PLC, Allen-Bradley Compactlogix (L16) 1 x HMI, 4" screen, Allen-Bradley 1 x Ethernet switch 1 x Pre-wiring, Teck 90 (*) 1 x C-UL sticker on enclosure <p>Cabinets design (Standard Veolia Water Technologies Canada Inc.) Vertical separation (Control and power) The brands and models could be changed by the supplier</p> <p>Standards : VWTC Certification ISO 9001 Motors Type TEFC/IEC Power: 575V/3ph/60Hz</p> <p>Engineering including:</p> <ul style="list-style-type: none"> • Drawing of the system arrangement (field installation) P&ID to Veolia WTC standards • Function description (<u>Veolia WTC standard only, word format</u>) • The exchange table tagging of the equipment per VWTC Standard • The programming and the HMI views respect VWTC standard

(*): Note: The HydraPol make down system components will be fully factory pre-wired and tested. Wires from HydraPol PLC panel to tank motor and instruments s are supplied. Need to be reconnected to panel at final assembly on site.



CONTROL OF DOSING OF POLYMER AND ALUN PUMPS

Design Parameters

Objective: To control of 2 sets for chem feed pumps from main HydraPol PLC panel:

Water Plant Inputs/Outputs:

- 3x Analog Input to PLC: 1x Plant flow and 2x others (TBD).

Polymer dosing pumps:

- Set of 3 pumps on site
- Make: Alldos, Model: To be confirmed
- Motor voltage: To be confirmed
- Signals from/to pumps (or VFD): (assumed)
 - Motor speed (4-20 mA) – if applicable,
 - Pump on/off signal (dig.),
 - Pump fault (dig.)
- VFD included in Alldos dosing pump: To be confirmed
- Power to pump motor/VFD's: From external source, on site.
- VFD's: if required, not included in our proposal. Available as an option.

Alun dosing pumps:

- Set of 3 pumps on site
- Make: Alldos, Model: To be confirmed
- Motor voltage: To be confirmed
- Signals from/to pumps (or VFD): (assumed)
 - Motor speed (4-20 mA) – if applicable,
 - Pump on/off signal (dig.),
 - Pump fault (dig.)
- VFD included in Alldos dosing pump: To be confirmed
- Power to pump motor/VFD's: From external source, on site.
- VFD's: if required, not included in our proposal. Available as an option.

HydraPol PLC panel to include:

- I/O cards: for all input/output signal from water plant and from 6 dosing pumps
- Automation engineering to integrate and control 2 sets of pumps to PLC software

VFD's (If not already in pumps)

- Wall mounted. One per pump required.
Not part of package, but available as an option.

Wiring to dosing pumps (EXCLUDED): (**)

- From HydraPol PLC panel to VFD's or pumps controls: To be done on site. By others.
- Power to pump motors (from VFD): To be done on site. By others.
- Power to VFD's: To be done on site. By others.

(**): Note: This note is for wiring for dosing pumps/VFD's on site. Pre-wiring of the HydraPol make down system components remains.



SCOPE OF SUPPLY

<u>Qty</u>	<u>Description</u>
1	<p>Adder To the standard HydraPol PLC Panel to control of 2 sets for chem feed pumps Polymer and Alun Pumps</p> <p>To include:</p> <ul style="list-style-type: none">• NEMA 4 SS304 panel size revision to accommodate extra items.• 1x PLC, Allen-Bradley Compactlogix (L24) – Model upgrade from (L16 to L24)• 1x Set of extra I/O cards for Compact Logix PLC from signals from plant and dosing pumps <p>1x Automation engineering to integrate and control 2 sets of pumps to PLC software 1x Set of FAT tests to includes pump controls</p>

Clarifications/ Notes

- Design and cost of adder to main PLC panel is made with design assumptions. Some information is missing from the site.
- If VFD's are required for chemical dosing pumps as part of our scope, to be confirmed. They can be added to our proposal.
- On site wiring is required for chemical dosing pumps. See details above.
- All equipment to be installed in a non-hazardous, non-corrosive area.
- Customer is responsible for material unloading at the jobsite.
- Freight to site job not included
- Installation of anchor bolts, foundation design and supply is not included in VWT Canada's scope of supply
- All details on existing pumps (as listed above) and control philosophy shall be provided with Purchase Order to allow integration during submittal stage.



GENERAL TERMS AND CONDITIONS FOR SALE

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 Parties 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, the Customer shall pay Veolia Canada the costs reasonably incurred for the variation; c) Veolia Canada will advise the Customer of any delivery delay resulting from complying with the request; and d) 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*; and b) the Customer must arrange to pick up the Products immediately upon the Delivery Date, and at all risks including risk of loss or damage and care and custody to the Products shall pass to the Customer upon delivery as per above. Any use of the Products before acceptance other than at the time of the tests carried out in the presence of Veolia Canada, the Contractor 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, ownership of the Products remains with Veolia Canada; by the Customer holds the Products as bailee 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 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*; 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 even 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 c) (not applicable under the express terms of the Offer) 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 to 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) the failure is caused by: a) normal wear and tear, impact, improper use or mishandling; or c) repair, alteration or use beyond their specifications; and d) repair or

modification in any way by any person other than Veolia Canada, is 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, 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 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 the 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, as to 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 or epidemic; quarantine restrictions; industrial or labor dispute; labor shortage; transportation embargo; act of 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

15.1 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 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 at any time 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, at its discretion, declare the entire sum remaining unpaid under the Order to immediately become due and payable; or d) require the Customer to pay in advance of delivery or completion, or in suspend or cease performance until all amounts owing to Veolia Canada are paid in full; or e) request the Customer to immediately return to Veolia Canada any Product for which full payment has not been received by Veolia Canada; or f) enter the premises in which the Products are stored and retake possession of them; and/or g) resell 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 at any time 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 b) to f) 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.

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 in which any delivery outside of Canada, the laws of the Province of Quebec 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, Quebec, 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 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 receipt, acknowledging delivery, and if sent by computer transmission, on generation of an acknowledgment that the transmission has been successfully completed.



Non-Competitive Procurements Business Case

Name of Requester: Jeremy Manning	Date: March 30, 2017
Name of Vendor: Veolia	Hub: Kawartha
Approximate value: \$96,700 + Taxes	Approximate Start and End Dates: May 1 through September 30, 2017
Description of the business requirements (Describe what happened, when and where it happened, why it happened, and the reasons that you chose this action to address the situation: This Non-Competitive Business Case (NCBC) is being submitted as there is presently a need for like-for-like replacements of a dry-polymer feed make-up system for the Actiflo system at the Lindsay WWTP. The existing system is 10 to 15 years in age and at the end of their expected life. The dry-polymer feed make-up system for the Actiflo system, which was originally designed by Veolia, is a custom-made of similar configuration based on design drawings of the original system, however, as the system is proprietary it would cause issues with warranty for the Actiflo treatment system. The system is mandatory equipment that is specified in the design documents and the Certificate(s) of Approval issued by the Ministry of Environment and Climate Change (MOECC) for the Facility. There is a requirement to maintain the system in proper operating condition under the terms of the Certificate(s) of Approval.	
Allowable Exception for the non-competitive procurement process. Choose ONE of the following: g) Where only one supplier is able to meet the requirements of a Procurement in the following circumstances: i. To ensure compatibility with existing products and services. Compatibility with existing products or services may not be allowable if the reason for compatibility is the result of one or more previous non-competitive Procurements.	
List of contracts the selected vendor been previously awarded and type of procurement process used: 	
Description of the potential pool of vendors that might have responded: Custom-made systems of similar configuration based on design drawings of the original system, however, as the system is proprietary it would cause issues with warranty for the Actiflo treatment system.	
How will the Agency ensure delivery of Value for Money (Consider Vendor Access, transparency and fairness, value for money responsible management): OCWA owns spare parts for the existing system and replacement of like-for-like allows maintenance of only one type of replacement parts/consumables.	
Alternatives considered: None	
Impact on the business requirements if non-competitive procurement is not approved: Maintenance of warranty of the existing actiflo system, compatibility of PLC (programmable logic controller) configuration and control of the system if alternate system has to be designed and connected to existing.	



Non-Competitive Procurements Business Case

Description of how Agency will meet these business requirements in the future: Similar process	
Other matters considered relevant: None	
Save this form and send to Roger Luu and Jennifer Lalla for review and approval by the following:	
Procurement Reviewer: <i>Roger Luu</i> Mar 30, 2017	Approval of Controller: <i>Scott Hargreaves</i> Apr 3/17
Approval of VP, Finance and Corporate Services: <i>P. K. H. H.</i> April 3/2017	Approval of President: <i>Norm McLean</i> April 7/2017
Indicate Documentation that is attached to support your business case:	
<ul style="list-style-type: none"><input checked="" type="checkbox"/> Approval of Regional Manager: Richard Junkin, Mar 30, 2017<input checked="" type="checkbox"/> Confirmation of price<input checked="" type="checkbox"/> Proof that there is only one supplier<input type="checkbox"/> A detailed account of the urgent situation<input checked="" type="checkbox"/> Details regarding the compatibility requirements<input type="checkbox"/> Details of how this situation affects Security and Order<input type="checkbox"/> Other _____	