

ITEM # 18-0341

QUOTE

QUOTE NO. 122117

DATE: 12.21.17

Veolia Water Technologies, Inc. (dba Kruger)
1500 Garner Road, Suite C
Raleigh, North Carolina 27610 USA
PHONE 888-578-4378 FAX 919-661-4568
EMAIL: usmunicipalsupport@veolia.com

EXPIRATION DATE: 01.21.18
This quote is valid for 30 days

TO Contact Name: Johnny Valdiviezo
Company: Santa Fe WWTP
Address: 73 Paseo Real
Santa Fe, NM 87507
Phone: 505.955.4619
Email or Fax: jevaldiviezo@ci.santafenm.gov

FROM: Tom O'Shea
Customer Solutions Manager
West Region
Mobile: 980.201.1951
Email: tom.oshea@veolia.com

SALESPERSON	JOB	PAYMENT TERMS	DELIVERY TERMS	DELIVERY SCHEDULE
TPO	HYDROTECH DISCFILTER	Net 30 Days	F.O.B. Prepaid & Add Destination	TBD
QTY	PART NUMBER AND DESCRIPTION		UNIT PRICE	LINE TOTAL
Veolia Water Technologies, Inc (dba Kruger) is pleased to accept Credit Card payments using MasterCard, VISA or American Express upon verification by the card issuer of the card's sufficiency for the order. To use a credit card for order payment, the customer must complete the attached Credit Card Payment Authorization form and accepts the addition of a 2.5% processing fee to the order price quoted herein. Credit card payments will be processed at the time of order acknowledgement. Please reference Appendix A for details and required information for submission.				
20 Hrs	HSF 2218-2F S/N 5432&5466 VWS# TBD 1 Kruger Process/Mechanical Engineer on the job site for a Hydrotech Discfilter Mechanical Inspection and Evaluation of damage. Travel will be billed at two - 8 hour days (16 hours total) Inspection and Evaluation available hours are one - 4 hour day **Only actual time onsite will be billed.		\$190.00/ HR**	\$3,800.00**
1 TRIP	Actual transportation and living expenses to be compiled once work is completed. Estimate \$1500 - \$1800 for R/T airfare and \$350 per day for living expenses (hotel, meals, rental car, gas, job specific purchases, etc.) Only actual expense will be billed***			\$1,700.00***

SUBTOTAL \$5,500.00**

LESS 15% DISCOUNT Included

PROCESSING FEE WAIVED

ESTIMATED FREIGHT N/A

SALES TAX If applicable

TOTAL US \$5,807.27

ALL PRICES SUBJECT TO COST AND AVAILABILITY AT TIME OF ORDER.

PRICES QUOTED ABOVE DO NOT INCLUDE SHIPPING, BROKERAGE,

CUSTOMS DUTIES & FEES, START UP SERVICES, APPLICABLE TAXES.

MINIMUM ORDER \$50.00.

Quotation prepared by: Tom O'Shea

To accept, sign here and return*:

PLEASE NOTE:
A signed Quotation is required to process order. If you submit a PO, please reference Veolia Water Technologies, Inc (dba Kruger Water Technologies) Quotation number to process order.

VEOLIA WATER TECHNOLOGIES, INC (DBA KRUGER) QUOTATION IS FOR PARTS & SERVICES ONLY. THE PRICING IS EXPRESSLY CONTINGENT UPON THE ITEMS IN THIS QUOTATION & ARE SUBJECT TO VEOLIA WATER TECHNOLOGIES, INC. (DBA KRUGER WATER TECHNOLOGIES) STANDARD TERMS OF SALE FOR PARTS & SERVICES ORDERS AS DETAILED HEREIN. NO ADD'L TERMS CONTAINED WITHIN OWNER'S AND/OR ENGINEER'S PLANS & SPECIFICATIONS SHALL APPLY TO NOR BECOME A PART OF THIS QUOTE.

VEOLIA WATER TECHNOLOGIES, INC. (DBA KRUGER) - STANDARD TERMS OF SALE - PARTS & SERVICE

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 1/2% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Prepaid and Add Destination.
4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. Warranty. Subject to the following sentence, "Supplier warrants to Purchaser that the Equipment shall materially conform to the description in Supplier's RFP and shall be free from defects in material and workmanship. Supplier shall have no other liability to Purchaser under warranty, tort or any other legal theory. If Purchaser gives Supplier prompt written notice of breach of this warranty within ninety days (90) on electrical supplies, one (1) year on mechanical supplies from delivery, (the "Warranty Period"). Supplier shall, at its sole option and as Purchaser's sole remedy, repair or replace the subject parts or refund the purchase price thereof. If Supplier determines that any claimed breach is not, in fact, covered by this warranty, Purchaser shall pay Supplier its then customary charges for any repair or replacement made by Supplier and there shall be a thirty-five percent (35%) re-stocking charge. Supplier's warranty is conditioned on Purchaser's (a) operating and maintaining the Equipment in accordance with Supplier's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Supplier. Supplier's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation. THE WARRANTIES SET FORTH IN THIS SECTION ARE SUPPLIER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY BELOW. SUPPLIER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. "
7. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of ~~North Carolina~~ **New Mexico** without regard to its conflict of laws provisions.

Veolia Water Technologies, Inc. (dba Kruger Water Technologies) Standard Terms of Sale – Field Service Only

1. APPLICABLE TERMS. These terms govern the purchase and sale of the goods and related services, if any (the “Goods”), referred to in Customer’s purchase order or Seller’s quotation, proposal or order acknowledgment, as the case may be. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Customer’s assent to these terms. Seller rejects all additional or different terms in any of Customer’s forms or documents. If Customer submits a form with contrary terms or conditions, such order shall be considered as confirmation only and in no way amend, prevail over, supplement, or supersede any provision herein.

2. PAYMENTS. Unless otherwise agreed to by Seller in writing, all amounts payable hereunder shall be due to Seller within thirty (30) days of invoice date. Late payments shall bear interest at the rate of 18% per annum or the highest rate permitted by law; whichever is less. All prices are exclusive of and Customer shall pay all expenses including insurance, freight, carriage, and warehousing unless otherwise agreed in writing by Seller.

3. TAXES AND PRICING. All prices quoted are subject to change without notice and are exclusive of taxes. Customer shall pay all taxes resulting from transactions, including without limitation occupation, property, ad valorem, excise, sales, or use tax, but excluding any taxes based on the income of Seller. The purchase price, including applicable taxes, shall be subject to increase based on Seller’s established price at the date of actual shipment, if shipment is delayed thirty (30) days, or more, beyond the scheduled shipment date, and such delay is caused in whole or in part by circumstances beyond the reasonable control of Seller as provided in paragraph 10.

4. SHIPMENT. Scheduled shipment date(s) are an estimate only. On or after the scheduled shipment date(s), Customer shall accept shipment upon notification by Seller; or if Customer refuses shipment, then Seller is authorized to have the Goods transported and warehoused, at the Customer’s expense and risk, which act shall constitute shipment to Customer, in which event, Seller may declare as immediately due all amounts due upon shipment. Seller’s shipping weights will govern for each shipment or partial shipment. Should Customer dispute the shipping weight of any shipment or partial shipment, Customer will promptly notify Seller in writing of the reasons for such dispute and provide to Seller all necessary documentation to substantiate the difference.

5. TITLE/RISK OF LOSS/INSURANCE. Title to and risk of loss of the Goods shall pass from Seller to the Customer when the Goods or any component parts thereof are placed in the possession of the carrier for shipment to Customer. Customer shall provide insurance to be for no less than the total amount owing to Seller with loss first payable to Seller.

6. ACCEPTANCE OF GOODS. Customer shall inspect or test all Goods upon receipt. Customer shall be deemed to have affected final acceptance of the Goods on the earlier of (i) fifteen (15) days from the date of initial shipment, unless written notice of any non-conformance is received by Seller within such period; or (ii) on the date when used or otherwise placed in commercial operation.

7. WARRANTY. (a) Seller warrants that title to the Goods sold shall be free from any third party encumbrance, and will conform to the description contained on Seller’s invoice; (b) Seller warrants that any Goods shall conform to the description set forth in Seller’s proposal and be free from defects in materials and workmanship; (c) SELLER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THERE ARE NO REPRESENTATIONS OR WARRANTIES EXCEPT AS SET FORTH HEREIN.

8. REMEDY AND LIMITATION OF LIABILITY. Seller’s sole responsibility and liability and Customer’s exclusive remedy for the supply of Goods not conforming to the warranty (“Defective Goods”) shall be limited to the repair or replacement of the Defective Goods (Seller’s shipping point), or, at Seller’s option, to the return of the Goods and refund of the purchase price of the Goods, without interest. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR LOSS OF ACTUAL OR ANTICIPATED REVENUES OR PROFITS OR INCREASED COSTS OF OPERATION. Seller shall not be liable to Customer, under any circumstances, for any amount in excess of the replacement cost of the Defective Goods. The foregoing limitations of liability apply regardless of whether any such claim arises out of breach

of contract, tort (including professional negligence) strict liability or any other legal theory. Seller’s obligation hereunder is subject to receipt of written notice of rejection of the Goods from Customer within thirty (30) days after such alleged defect shall be reasonably apparent to Customer.

9. RETURNS. Returned Goods will be accepted only if Seller has given prior written consent thereto. Except in the case of Defective Goods, a handling, inspection, restocking, and invoicing charges also may be assessed against Customer. All returns allowed must be shipped at Customer’s expense and must be in excellent resale condition.

10. DELAY OR NONPERFORMANCE. Seller shall not be liable for failure or delay in performance hereunder due in whole or in part to strikes, work stoppages, fires, acts of terrorism, accidents, wars, rebellions, civil commotion, public strife, acts of any government, whether legal or otherwise, acts of public enemies, force majeure, shortages of transportation or qualified labor, or any other causes beyond the reasonable control of Seller; this specifically includes delays or inability to obtain product or raw materials because of the actions of Seller’s suppliers.

11. DEFAULT. If Customer fails to make any payments when due, or if there is a breach by Customer of any other obligation hereunder, or if reasonable grounds for insecurity arise with respect to the performance of Customer and Customer fails to provide adequate assurance of its due performance within ten (10) days after its receipt of a written demand from Seller, then Customer shall be deemed in default and Seller shall have, at its option, the right to take immediate possession of the Goods, and/or declare all unpaid amounts immediately due and payable and/or suspend shipments to Customer. Seller shall be entitled to set off any amount owed by Customer against any amount payable to Seller in connection with any unpaid moneys due to Seller. Seller’s rights and remedies expressed herein are in addition to any other rights and remedies available at law or equity. Waiver by Seller of any breach or default shall not constitute a waiver of any subsequent breach or default.

12. CANCELLATION. Upon receipt of written notice from Customer, Seller shall cancel any orders as instructed, subject to Seller’s (or its subcontractors) right to continue processing raw or finished material to the point at which processing can be halted with the least disruption and cost to Seller. Customer shall be responsible for all costs associated with the cancellation and completion of processing of material.

13. MODIFICATION OF TERMS AND CONDITIONS. These Terms and Conditions may only be modified if in writing and signed by an authorized office of Seller; each of these terms and conditions shall remain in effect unless the provision(s) are explicitly contradicted by the aforesaid writing.

14. ASSIGNMENT. Neither Seller nor Customer may assign any of its rights nor delegate any of its duties hereunder without the prior written consent of the non-assigning party. Any attempted assignment in violation hereof is void.

15. GOVERNING LAW. The supply of the Goods hereunder shall be governed by ~~North Carolina~~ law, exclusive of its provisions concerning conflicts of law. *New Mexico*

16. MATERIAL SAFETY DATA SHEETS. To the extent legally required each shipment of Goods is accompanied by a Material Safety Data Sheet in compliance with the OSHA Hazard Communication Standard. If for any reason one is not immediately available, a copy will be sent upon request via electronic mail as soon as practicable. Seller strongly recommends that Customer use this information to ensure proper use and that the health and safety of all are protected.

Field Service Contract Specifications

This After Market Field Service quotation is an ESTIMATE only.

TIME: If, in fact, the work is completed in less time, the final invoice will reflect the savings. If additional time is required, customer will be notified and billed at the normal rate of \$165.00/hr plus expenses. Any overtime work will be billed at 1 ½ times the normal rate (after 8 hrs. and Saturdays). Sunday and Holiday work will be billed at 2 times the normal rate.

NOTICE: After we receive your authorized purchase order, a minimum of TWO WEEKS notice is required to schedule field service work and to make travel arrangements, if at all possible.

RESCHEDULING: After the field service work is agreed upon, it is scheduled at the convenience of both parties. If, in fact, the Field Service Engineer arrives on site and for unknown reasons beyond the control of Kruger, the field service work is canceled, or re-scheduled, customer will be billed for incurred expenses.

OUTSIDE EQUIPMENT RENTAL/LEASE: Kruger is not responsible for scheduling nor paying for outside equipment, i.e., crane, boom truck, etc.

LUBRICANTS: Kruger is not responsible for supplying lubricants of any kind.

INSTALLATION: Kruger is responsible for assisting with the installation of the equipment. Plant maintenance staff will be responsible with aiding Kruger's Field Service Engineer with the installation of the listed equipment in this proposal

MATERIAL: All Stainless Steel items are to be 304 2B SS, if material type change are required the current pricing will not be valid

SCAFFOLDING: In the event that scaffolding is required the plant will be required to supply the needed items.



Appendix A

Instructions: Please complete the information requested in section 1 & 2, sign the form and return with the signed quote or fax back to Veolia Water Technologies (dba Kruger). Attn: Service Coordinator: (919) 661-4568

I/We _____, the undersigned, authorize Kruger, to apply the following billed amount(s) to the MasterCard, VISA or AMEX charge card as noted below:

Sales Order # _____

Total Amount _____

1) Company/Shipping information: **Please provide a street address for shipping.**

Company Name: _____

Company Address: _____

City/State/Zip: _____

Telephone number: _____

Fax number: _____

2) Credit Card information: Check one: Use card previously provided ☐ Or enter new card below:

Visa ☐ MasterCard ☐ AMEX ☐

Card Number: _____

Expiration Date: _____

Authorization (CID) #: _____
3 digit # located on back of card

Card Holder Name: _____

Card Holder Phone #: _____

Company Name: _____

Billing Address: _____

City/State/Zip: _____

I/We understand that the part(s), invoice(s) or sales orders(s) ordered / listed above will be charged to the credit card noted upon order acknowledgement. Additionally, items ordered will not be processed until confirmation/authorization of charge is made. If the charge is for labor, a charge confirmation/authorization will be performed prior to labor commencement. If the credit card is denied, Kruger will notify the cardholder to obtain an alternative form of payment prior to processing the order.

This agreement shall not modify the terms and conditions under which Kruger processes orders, but only serves to clarify the terms under which my company pays for services with credit cards. My signature below is my company's acknowledgement and acceptance of the foregoing terms and is an acknowledgement that I am authorized to sign this document on behalf of my company.

Signed by: _____ Date: _____
Printed Name: _____ Title: _____

Special
Instructions:

Customer of Santa Fe (Customer) and Veolia Water Technologies, Inc. (Veolia) ADDENDUM

TERMINATION

This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. The Veolia shall render a final report of the services performed up to the date of termination for which Customer shall owe payment.

INDEMNIFICATION

VEOLIA shall indemnify, hold harmless and defend the CUSTOMER from all losses, damages, claims or judgments, including payments of all reasonable attorneys' fees and costs on account of any third party suit, judgment, execution, claim, action or demand whatsoever arising from VEOLIA's negligent performance under this Agreement as well as the negligent performance of VEOLIA's employees, to the extent such negligence causes bodily injury, death, or damage to tangible property.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the CUSTOMER in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The CUSTOMER and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPLICABLE LAW; CHOICE OF LAW; VENUE

VEOLIA shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the CUSTOMER of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the VEOLIA agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the CUSTOMER for the performance of this Agreement. If sufficient appropriations and authorization are not made by the CUSTOMER, this Agreement shall terminate upon written notice being given by the CUSTOMER to VEOLIA. The CUSTOMER's decision as to whether sufficient appropriations are available shall be accepted by VEOLIA and shall be final. Subject to the New Mexico Bateman Act, notice of insufficient appropriations, unavailable funds, or lack of authorization therefor shall not release Customer from then-existing payment obligations for work performed.

RELEASE

VEOLIA, upon acceptance of final payment of the amount due under this Agreement, releases the CUSTOMER, its officers and employees, from all claims for payment arising from or under this Agreement. VEOLIA agrees not to purport to bind the CUSTOMER to any obligation not assumed herein by the CUSTOMER unless VEOLIA has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

VEOLIA shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. VEOLIA shall furnish the CUSTOMER with proof of insurance of VEOLIA's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the CUSTOMER and the VEOLIA. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and

enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

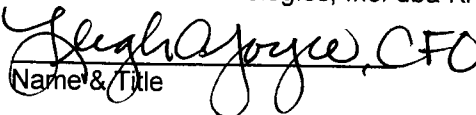
Signature Lines required:

City of Santa Fe:


Brian K. Snyder, City Manager

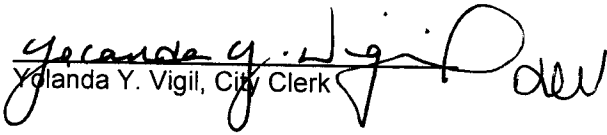
Date: 02/02/2018

Veolia Water Technologies, Inc. dba Kruger:



Name & Title

Date: 1/4/18

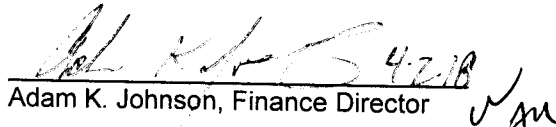
Attest:


Yolanda Y. Vigil, City Clerk

Approved as to form:

 1/10
Kelley A. Brennan, City Attorney

Approved:

 4-2-18
Adam K. Johnson, Finance Director