



City of Grand Island

Tuesday, September 26, 2017

Council Session

Item G-9

#2017-260 - Approving Purchase and Installation of Belt Filters for the Wastewater Division of the Public Works Department

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer

Meeting: September 26, 2017

Subject: Approving Purchase and Installation of Belt Filters for the Wastewater Division of the Public Works Department

Presenter(s): John Collins PE, Public Works Director

Background

The Wastewater Division uses belt filters on rollers as part of the dewatering process in the treatment of sanitary sewer. These filters allow for the material to be compacted into a solid “cake” form and transported to the landfill for disposal.

The current belt filters in place are deteriorating and in need of replacement to keep the belt filter press in optimal working condition.

Discussion

Wastewater staff has obtained quotes for the purchase and installation of new belt filters on the current press, which are shown below.

<i>Vendor</i>	<i>Belt Filters – Qty 4</i>	<i>Installation Labor</i>	<i>Installation Time</i>	<i>Total</i>
Alfa Laval of Houston, TX	\$12,100.00	\$8,500.00	4 days	\$20,600.00
National Filter Media (NFM) of Winthrop, ME	\$11,646.00	\$11,179.60	2 days	\$22,825.60
evoQua of Holland, MI	\$25,984.00	\$8,351.50	3 days	\$34,335.50

Based on the quotes submitted, which are attached for review, Wastewater staff recommend the purchase and installation be handled through National Filter Media (NFM) of Winthrop, Maine. The decision is due to the epoxy coated belt seam, which helps minimize tearing and extends the overall life of the belt as seam separation is one of the most common causes of failure. Below are pictures of an epoxy coated belt seam compared to a seam not coated in epoxy.



NFM filter



Competitor's filter

NFM is also providing one (1) supervisor and one (1) craftsman to handle the installation of both the upper and lower belts in a two (2) day timeframe. evoQua and Alfa Laval will provide one (1) field person each for the belt installation and will take three (3) and four (4) days respectively to perform such work. The work being done by NFM will eliminate unnecessary downtime of the belt filter press and will allow for operations to resume in an efficient manner. The total price difference between the lowest bid received from Alfa Laval and NFM (2nd low bid) is \$2,225.60, which will be offset by the shortened timeframe of the two (2) days for installation.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the belt filter purchase and installation from National Filter Media (NFM) of Winthrop, Maine in the total amount of \$22,825.60.

Sample Motion

Move to approve the resolution.

August 7, 2017



City of Grand Island

Grand Island, NE

Field Service

Alfa Laval Inc.
10470 Deer Trail Drive
Houston, Texas 77038
Tel: +1 281-449-0322
Fax: +1 281-449-1234
www.alfalaval.com

Subject: Ashbrook/Alfa Laval Field Service

To whom it may concern,

Please find our field service proposal based on **(1) one** field service technician(s) traveling to your site for **(4) four days** (travel time included) to remove and install **(3) set of belts**.

Field service Labor & Expenses:

Total Labor and Expenses: \$8500.00 (includes airfare, hotel, food, car rental and mileage)

Recommended Parts;

(1) 4 Belts (8065 1DLL) @ 102.4" W x 900" L / \$3025.00ea

Total Parts \$12,100.00

Grand Total = \$20,600.00

This estimate is based on the following:

- Access to hoisting equipment and operator if needed.
- Your staff will work with our technician for lock out / tag out and isolating systems
- A safe clean work environment.

This quote is valid for thirty (30) days and subject to Alfa Laval's standard terms and conditions.

COMMENTS AND EXCEPTIONS:

To schedule this service please provide a formal purchase order to danny.grant@alfalaval.com or melanie.arnett@alfalaval.com . The purchase order should include the following:

- Clear statement of scope of service
- Accurate billing and shipping site address
- Contact information of site contact, including phone number, email or fax
- Contact information of your accounts payable department
- Contact information for the buyer associated with this project

Thank you for considering Ashbrook/ Alfa Laval for your service needs. If you have any questions regarding the above estimate, please do not hesitate to contact me at (281) 985-4429

Best Regards,
Danny Grant

Terms and Conditions of Purchase

These Terms and Conditions Apply to All Quotations, Orders, and Contracts for Alfa Laval Inc. Products (hereafter "Equipment"). As used in these Terms and Conditions of Sale, the word "Equipment" includes all hardware, parts, components, software and options.

1. **ACCEPTANCE:** Our sale to you is limited to and expressly made conditional on your assent to the terms and conditions of sale herein and, if applicable, on the attendant quotation, both of which form a part of this order and which supersede and reject all prior agreements, representations, discussions or negotiations, whether written or oral, with respect hereto and any conflicting terms and conditions of yours, or any statement therein, whether or not signed by you. We will furnish only the quantities and Equipment specifically listed on the face hereof or the pages attached hereto. We assume no responsibility for terms or conditions of, or for furnishing other equipment or material shown in, any plans and/or specifications for a project to which the Equipment quoted or ordered herein pertain or refer.

2. **PRICES:** Unless otherwise specified in writing, all quoted prices are firm for thirty (30) days from the date of offer. Stenographic, clerical and mathematical errors are subject to correction.

3. **DELIVERY:** Dates for the furnishing of services and/or delivery or shipment of Equipment are approximate only and are subject to change. Quoted lead times are figured from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in or failure to deliver caused by carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials from ordinary sources, fires, floods, storms, accidents, or other acts of God or *force majeure*, by any statute, regulation, administrative order or decree or order or judgment of a court of law or other causes beyond our reasonable control. Unless otherwise specifically agreed in writing by us, in no event shall we be liable for any damages or penalties whatsoever, or however designated, resulting from our failure to perform or delay in performing due to any of the causes specified in this paragraph 3.

4. **SHIPMENT, RISK OF LOSS, TAXES:** Prices are in U.S. Dollars, F.O.B. Jobsite Prepaid and Allowed. Duty, brokerage fees, insurance, packing and handling as applicable are included. Our prices do not include federal, state, municipal or other government excise, sales, use, occupational, processing, transportation or like taxes now in force or enacted in the future. You shall pay any taxes we may be required to collect or pay now or at any time in the future (including interest and penalties imposed by any governmental authority), or any taxes you may be required to pay, that are imposed upon the sale, delivery or support of Equipment purchased or licensed as a part of this order, or you shall provide us with a tax exemption certificate acceptable to the appropriate taxing authorities.

5. **CREDIT AND PAYMENT:** Unless otherwise noted on the face hereof payment for Equipment shall be (30) days net. *Pro rata* payments shall become due with partial shipments. Any discount period which may be granted by us begins on the invoice date and all payments are due 30 days after the invoice date. All payments shall be made without deduction, deferment, set-off, lien or counterclaim of any nature. All amounts due not paid within 30 days after the date such amounts are due and payable shall bear interest at the lesser of 1.5 percent per month or the maximum rate of interest allowed by law. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices when such invoices are due and payable, at our election, shall make all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled. We shall not, in such event, be liable for delay of performance or nonperformance of contract in whole or in part subsequent to such event.

6. **CANCELLATIONS AND CHANGES:** Orders which have been accepted by us are not subject to cancellation or changes in specification except upon prior written agreement by us and upon terms that will indemnify us against all losses resulting from or arising out of such cancellation or change in specifications. In the absence of such indemnification, we shall be entitled to recover all damages and costs of whatever nature permitted by the Uniform Commercial Code.

7. **DEFERRED SHIPMENT:** If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the Equipment is ready for shipment. If you fail to make payment or furnish shipping instructions we may either extend the time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

8. EQUIPMENT WARRANTY AND REMEDY:

(a) For new Equipment only, we warrant to you that the Equipment that is the subject of this sale is free from defects in design (provided that we have design responsibility), material and workmanship. The duration of this warranty is twelve (12) months from delivery to you (the "Warranty Period"). If you discover within the Warranty Period a defect in design, material or workmanship, you must promptly notify us in writing. Within a reasonable time after such notification, we will correct any such defect with either new or used replacement parts, at our option. Such repair, including both parts and labor, is at our expense.

(b) For repairs, parts and service provided by us, we warrant to you that the repairs parts and service we provide to you will be free from defects in material and workmanship. The duration of this warranty is ninety (90) days from as applicable (i) the date the machine which required the repairs, parts or service is returned to you by us, (ii) the date of your receipt of the part, or (iii) the date of repair, if performed at your facility. If during this ninety day period you discover a defect in the repairs, parts or service you must promptly notify us in writing.

(c) All warranty service is subject to our prior examination and approval and will be performed by us at your facility or at service centers designated by us. All transportation to and from the designated service center will be at our expense. If we are unable to repair the Equipment to conform to the warranty after a reasonable number of attempts, we will provide, at our option, one of the following: (i) a replacement for such Equipment, or (ii) full refund of the purchase price. These remedies are your exclusive remedies for breach of warranty. Unless otherwise agreed in writing by us, our warranty extends only to you and is not assignable to or assumable by any subsequent purchaser, in whole or in part, and any such attempted transfer shall render all warranties provided hereunder null and void and of no further force or effect. (d) We will use all reasonable efforts to obtain for you any manufacturer's guarantees or warranties for any sub-assemblies included in the Equipment. To the extent such warranties are assignable, we hereby assign to you all warranties that are granted to us by our suppliers of any subassemblies contained in the Equipment.

(e) The warranties set forth above are inapplicable to and exclude (i) any product, components or parts not manufactured by us or covered by the warranty of another manufacturer, (ii) damage caused by accident or the negligence of you or any third party, normal wear and tear, erosion, corrosion or by disasters such as fire, flood, wind and lightning, (iii) damage caused by your failure to follow all installation and operation instructions or manuals or to provide normal maintenance, (iv) damage caused by unauthorized or improper installation of attachments, repairs or modifications, (v) damage caused by a product or component part which we did not design, manufacture, supply or repair, or (vi) any other abuse or misuse by you or any third party.

(f) EXCEPT AS SET FORTH IN SUBPARAGRAPHS (a) THROUGH (e) ABOVE, WE DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE THAT THE WARRANTIES SET FORTH IN SUBPARAGRAPHS (a) THROUGH (c) ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

9. **LIMITATION OF LIABILITY:** In no event shall we be liable, and you hereby waive any claims against us and release us from liability to you, for any indirect, special, punitive, incidental, or consequential damages whatsoever based upon breach of warranty, breach of

contract, negligence, strict tort, or any other legal theory. Excluded damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute Equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such states, certain of the limitations in this paragraph and in subparagraph 8(c) may not apply.

10. OWNERSHIP: All drawings, designs and specifications supplied by us have been prepared or assembled by us and are solely our property. Such drawings, designs and specifications have been furnished in order to provide full documentation and on the condition that they shall not be reproduced or copied in any manner whatsoever, in whole or in part, except for your internal use as necessary, and upon the further condition that, as our sole property, they shall not be used, in whole or in part, for furnishing information to others or for any purpose not specifically authorized in a writing signed by one of our corporate officers. These ownership provisions shall not be superseded by any printed form used in connection with or arising out of a sale induced by a proposal or otherwise.

11. PATENT INFRINGEMENT:

(a) We will defend, indemnify, and hold you harmless from and against any action at law or in equity based on a claim alleging that the Equipment or any component or documentation provided to you by us (collectively the "Alfa Laval Product") infringes any third party: (i) presently issued and live patent(s) covering the Alfa Laval Product; (ii) copyright; (iii) trademark; or (iv) trade secret, and we shall indemnify you against all costs, expenses, including reasonable attorneys' fees, and damages arising from any such action. (b) If at any time the Alfa Laval Product is found to infringe any third party rights as specified in subparagraphs (a)(i) - (a)(iv) hereof inclusive, and as a result thereof you are enjoined or restrained in your use of the Alfa Laval Product, we may elect at our expense either to (i) secure for you the right to continue use of the Alfa Laval Product without restriction, (ii) replace the Alfa Laval Product with another noninfringing product reasonably acceptable to you, or (iii) accept return of the Alfa Laval Product and refund to you the then-current fair market value of the Alfa Laval Product. Unless otherwise agreed in writing by us, our indemnity hereunder extends only to you and is not assignable to or assumable by any subsequent purchaser, in whole or in part, and any such attempted transfer shall render the indemnity provided hereunder null and void and of no further force or effect.

(c) This indemnification is contingent upon your providing us with available information and cooperating in the defense of the claim. We will control the defense of, and at our sole option, defend or settle any and all such claims, including any settlement negotiations or appeals. Our obligations under this provision as to any claim or action shall be terminated and of no further force and effect in the event you fail to notify us in writing promptly upon your receipt of any claim or action threatened, asserted or instituted against you for any matter which may be subject to your claim for indemnification under this provision.

(d) Notwithstanding the provisions of subparagraph (a) hereof, we make no express or implied warranties to you as to any infringement of third party rights referred to in subparagraphs (a)(i) - (a)(iv) hereof inclusive, where: (i) the infringement is based upon or related to any Alfa Laval Product manufactured to your designs or specifications; (ii) the infringement is based upon or related to equipment or any component furnished by you or any third party; (iii) the infringement is based upon or relates to any method or process practiced by you and employing in whole or in part, the Alfa Laval Product. (e) This paragraph 11 sets forth your exclusive remedy against us with respect to any action or claim for an alleged infringement by the Alfa Laval Product or any component thereof.

12. SAFETY AND HEALTH STANDARDS: The Equipment described herein (or on the specifications provided herewith) complies with applicable safety and health standards issued pursuant to the Occupational Safety and Health Act of 1970 (the Act) and in effect on this date as such standards are interpreted and understood by us. These standards may be amended and/or their meaning may be clarified prior to shipment or performance, and if such change or clarification requires changes in the Equipment described herein, we shall make the necessary changes available to you. You shall pay for any and all such changes at our prices therefor in effect at time of shipment or performance, as the case may be. Because actual compliance by employers with the Act is beyond our control, we cannot and do not represent that the use of the Equipment described herein, nor the location, installation or maintenance thereof, will comply with the Act or regulations and standards issued pursuant thereto. We make no representation of compliance with safety and health standards contained in any statute, regulations or ordinance of any state or political subdivision thereof applicable to the Equipment described herein unless you have notified us of the existence and contents of such standards and we have agreed in writing to the incorporation of such standards in the specifications relating to such Equipment. Nothing in this provision shall operate to modify or affect in any manner whatsoever our disclaimer of any liability for consequential damages contained elsewhere in these terms and conditions of sale.

13. INSPECTION: Upon prior written notice, you may make reasonable inspections of Equipment at our facility. We reserve the right to determine the reasonableness of the request and to select an appropriate time and location for such inspection. You agree to execute appropriate confidentiality provisions upon our request prior to visiting our facility. All costs of inspection shall be solely determined by us and shall be payable by you. No inspection or expediting by you at the facilities of our suppliers is authorized.

14. SOFTWARE PROVISIONS: If software is provided hereunder, you are granted a nonexclusive, royalty free license only for your use of the software provided with our Equipment. Under this license you may: (i) use our software in machine readable object code only and only with the Equipment provided; (ii) copy our software into any machine readable object code form for back up purposes in support of your use of our software on the Equipment provided; and (iii) create one additional copy of the software for archival purposes only. This license may not be assigned, sublicensed or otherwise transferred by you without our prior written consent. You hereby recognize and acknowledge that the software provided to you hereunder comprises valuable trade secret and/or copyright property of Alfa Laval [or its licensor] and you covenant that you will take adequate precautions against access to the software by, or disclosure of the software to, anyone not authorized hereunder to use or have access to the software.

15. TIME LIMIT FOR BRINGING SUIT: Any action you file against us, whether for breach of contract, including but not limited to breach of warranty, or for negligence or strict tort, must be commenced within 90 days following the expiration of the Warranty Period.

16. APPLICABLE LAW: The rights and duties of the parties shall be governed by the laws of the State of Wisconsin, without giving effect to the provisions thereof relating to conflict of laws.

THE EQUIPMENT AND PARTS DESCRIBED IN THESE TERMS AND CONDITIONS OF SALE MAY CAUSE INJURY IF NOT OPERATED PROPERLY AND FOR THIS REASON ALL OPERATORS SHOULD BECOME THOROUGHLY FAMILIAR WITH THE OPERATING INSTRUCTIONS BEFORE OPERATING THE EQUIPMENT.

www.alfalaval.com



National FILTER Media

12 Winada Drive, Winthrop, ME 04364

Tel: 207-377-2626 Fax: 207-377-2629

QUOTATION

Quote # W17-244RDC_REV

Grand Island WWTP 3013 E Swift Rd P.O. Box 1968 Grand Island, NE 68801 Sean Schwartz PH: 402-237-6028 FX: 308-385-5474 Email: seansc@grand-island.com	DATE	August 9, 2017
	REFERENCES	Randy Carlsen
	PRICES, FOB	Winthrop, ME
	TERMS	NET 30 DAYS
	DELIVERY	3 - 4 Weeks (Rush Available if Needed)

DESCRIPTION

The **Waste Water Division** of **NFM** is pleased to offer the following:

Replacement **Siemens** press belts with sealed edges, urethane coated
Stainless Steel clipper closure **reinforced with Rayza-Back™ Mesh seam** installed
(8 clips/inch) & one extra (2) .059" stainless steel pin wires per belt included.

<u>Qty:</u>	<u>Size:</u>	<u>Style:</u>	<u>Price Each:</u>	<u>Extended:</u>
(4)	102.4" x 900" (75')	24/8xG – Nano Green™	\$ 2,749.00	\$ 10,996.00
FED EX FREIGHT SHIPPING ESTIMATE (on a pallet)				\$ 650.00
ESTIMATED TOTAL:				\$11,646.00

Please keep us in mind for all your **Siemens** belt press needs including belt repair kit, conveyor belts, hydraulic cylinders, bearings, rollers, ceramic wear pads for tracking paddles, air bellows, UHMW doctor blades, "V" plows, UHMW support grid, Lateral & Washbox seals as well as any cleaning solutions like Citra-Solve Belt Polymer cleaner / degreaser & Citrus floating Lift Station Degreaser.

Please call 1-800-321-5223 or email: rcarlsen@nfm-filter.com

"QUOTE VALID FOR 90 DAYS"

SIGNATURE: _____

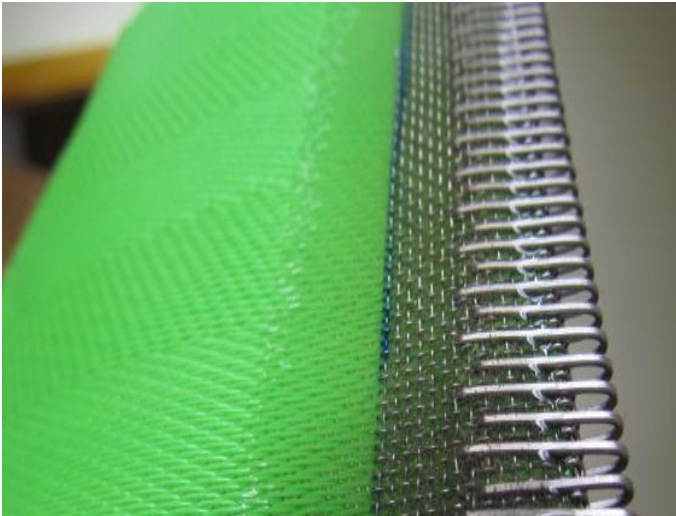
Randy D. Carlsen
Sales / Marketing

Rayza-Back™ 316 SS Mesh seam reinforcement installed:

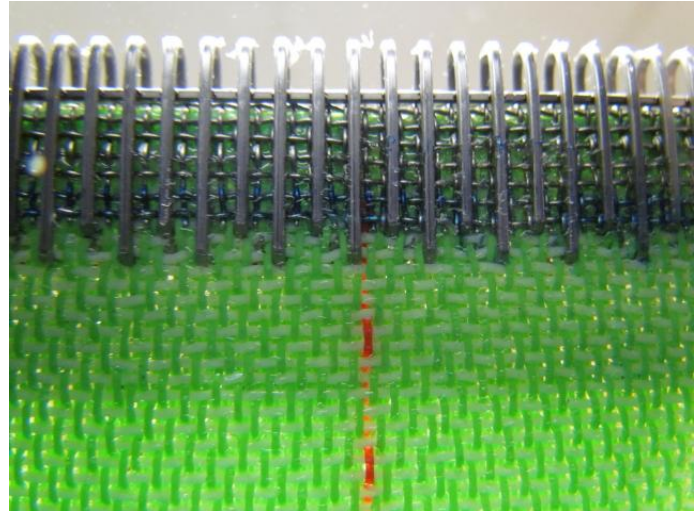
The **Rayza-Back™** is a patent pending **NFM** proprietary seam design that incorporates a 316 Stainless Steel Mesh Screen into the belt clips to add additional strength and rigidity to the belt seam without adding thickness. Our exclusive seam is over **30% Stronger** than the standard seam & is specifically designed to help keep the seam straight, resist belt wrinkles and tracking issues by adding reinforcement to the entire width of the belt seam.

(As Pictured on 24/8xG – Nano Green™)

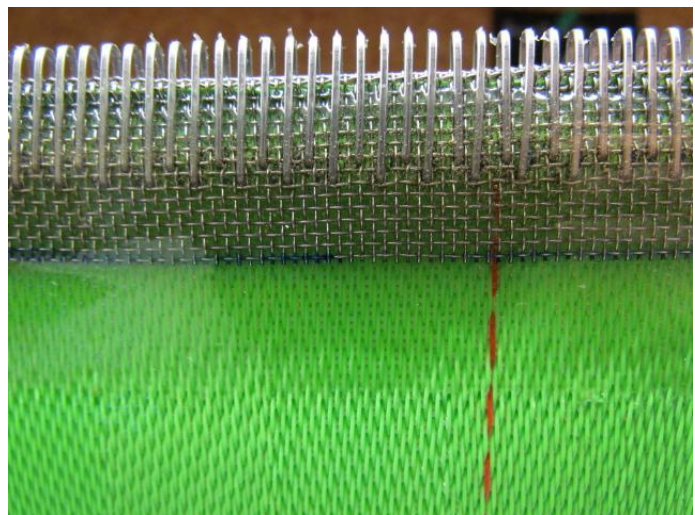
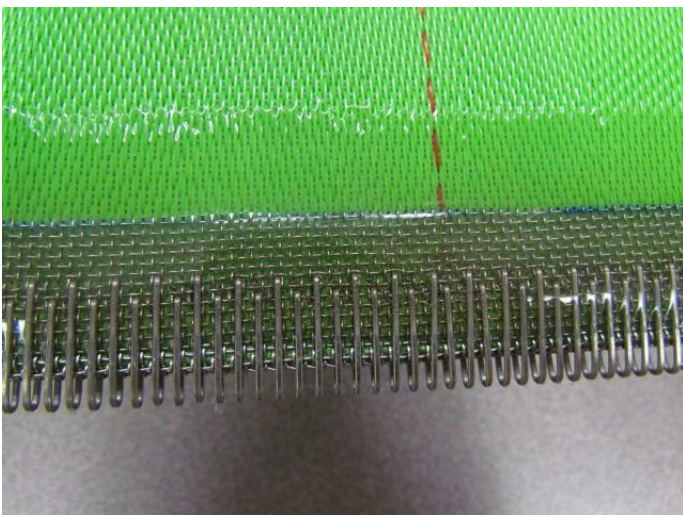
Extends the Full Width of the Belt:



Back of Seam:



Front of Seam: (Cake Side)





National FILTER Media

12 Winada Drive, Winthrop, ME 04364

Tel: 207-377-2626 Fax: 207-377-2629

QUOTATION

Quote # W17-245RDC

Grand Island WWTP 3013 E Swift Rd P.O. Box 1968 Grand Island, NE 68801 Sean Schwartz PH: 402-237-6028 FX: 308-385-5474 Email: seansc@grand-island.com	DATE	August 9, 2017
	REFERENCES	Randy Carlsen
	PRICES, FOB	Winthrop, ME
	TERMS	NET 30 DAYS
	DELIVERY	Scheduled

DESCRIPTION

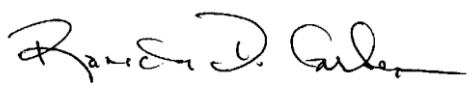
The **Waste Water Division** of **NFM** is pleased to offer the following:

<u>Quote #:</u>	<u>NFM Part #:</u>	<u>Description:</u>	<u>Est. Date:</u>	<u>Price Each:</u>
171067-1	Labor	Estimated Labor	n/a	\$ 7,600.00
171067-2	Expenses	Estimated Expenses	n/a	\$ 3,579.60
EST. TOTAL:				\$11,179.60

NFM to provide One Supervisor and One Craftsman to replace both upper and lower belts of three belt presses. This quote is based on two days in plant consisting of 8 hour days. This quote accounts for all travel and living expenses. This quote is an estimate only, final billing will reflect actual work completed and will be billed in accordance with NFM's 2017 Field Services Rate Sheet. Please note Customer Requirements.

(See attached NFM rate sheets for reference)

"QUOTE VALID FOR 30 DAYS"

SIGNATURE: 
Randy D. Carlsen
Sales / Marketing



Quote Number: 2017-213926

Account ID: 0002137704

Proposal For: CITY OF GRAND ISLAND
SEAN seansc@grand-island.com
1035 W WILDWOOD STATION
GRAND ISLAND , NE 68801
Phone: 402.237.6028

Diane Van Dyke
Evoqua Water Technologies LLC
2155 112TH AVE
HOLLAND , MI 49424
Phone: 616.748.7616
diane.vandyke@evoqua.com

ITEM PRICING

Item Number	Description	Reference Number	Qty	Unit Price	Extended Price
15143001	15143001 BELT FILTER 2.6M X 22.86M POLYESTER		4	\$6,496.00	\$25,984.00
				Subtotal:	\$25,984.00
				Total Price:	\$25,984.00

FOR BELT PRESS JP0069 2.5M

LEAD TIME: 4 WKS ARO

*LEAD TIMES ARE APPROXIMATE AND SHOULD BE VERIFIED AT TIME OF ORDER

***NO FREIGHT CHARGES ARE INCLUDED IN THE ABOVE PRICES. IF YOU WISH TO SHIP COLLECT PLEASE SPECIFY ON PURCHASE ORDER PREFERRED CARRIER AND ACCOUNT NUMBER.**

-Terms: Net 30 - FOB: Factory -Minimum Order \$100.00 - This quotation is valid for 30 days.

PO ADDRESS:

EVOQUA WATER TECHNOLOGIES LLC
2155 112TH Ave
Holland, MI 49424

PO & REMIT TO ADDRESS:

EVOQUA WATER TECHNOLOGIES LLC
28563 NETWORK PL
CHICAGO, IL 60673-1285

*PLEASE SEND A COPY OF YOUR TAX EXEMPT CERTIFICATE IF IT APPLIES.

Payment Terms and Delivery

PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Shipping Information:

- FOB - Free on board: Prepaid and Add
- Shipping Account Number:

Terms:

- This quote is valid until 9/1/2017
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies LLC Terms and Conditions
- Pricing listed does not include applicable sales tax.
- New customers are pre-approved to \$1,000. All others will need to fill out a credit application and submit a hardcopy PO (or a "No PO Form").
- We require hard documentation of your ordering for Evoqua to process your order. For your convenience, we can start processing your order by signing and returning:
 - Fax to: 616.748.2568
 - or Email to: diane.vandyke@evoqua.com
- You may also mail this to:
 - Evoqua Water Technologies LLC
 - 2155 112TH AVE
 - HOLLAND, MI 49424

Standard Terms :**Standard Terms of Sale**

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly 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 specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% 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 by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software 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 Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are

beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.

7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **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.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this

Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then *any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.*

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **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 WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3)

months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents 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. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). 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. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by: _____

Print: _____

Date: _____



Evoqua Water Technologies LLC

2155 112TH AVENUE

HOLLAND, MI 49424

PH: 616-772-9011

FX: 616-748-2568

Contact: Sean Schwartz

Date: 8/1/17

Phone: 402-237-6028

Rev 0

FAX:

E-Mail: seansc@grand-island.com

Serial number: JP00069,70,71

Site info:

Grand Island WTP

3013 East Swift rd.

Grand Island, NE 68801

Subject: Belt Installation Supervision

Dear: Sean

Evoqua Water Technologies LLC is pleased to offer this cost estimate to provide a service visit for the following:

Provide one Service Engineer for 3 days onsite to supervise the installation of belts on 3 belt presses. This will include a written report with any recommendations as well as a list of recommended parts needed to upgrade your system. This is an estimate for service only, any additional parts will be in addition to this once that is determined. Actual charges will be invoiced.

All below pricing shown is estimated and PO's shall be written in US Dollars. All labor will be invoiced at actual vs. estimated. All expenses will be invoiced at Actual plus a 7% processing fee. Our Estimate breakdown is as follows:

Estimated Travel Expenses (airfare, service, vehicle).....					\$1,000.00
Estimated Expenses (lodging, car rental, meals).....					\$1,450.00
Estimated Travel Time @	\$110.00	per hour, # of hours	<u>18</u>		\$1,980.00
Labor rate @	\$1,250.00	per day, number of days	<u>3</u>		\$3,750.00
Estimated Processing Fee.....					\$171.50
Estimated parts required.....					Not included here
Total Estimate:					\$8,351.50

This total estimate does not include parts that may be used in connection with this service visit, unless it is specified in the estimated parts required.

Other Banking Information

Bank Name: J.P. Morgan Chase Bank, N.A.
New York, NY 10004

This proposal is valid for 90 days from the date of the proposal.

Payment terms are 100% Net 30 days from receipt of invoice.

Account Name: Evoqua Water Technologies LLC
Account Number: 603148011
ABA Number: 044000037
Swift Code: CHASUS33

This proposal is subject to the following Standard Terms of Service order as the sole and exclusive terms and conditions applicable to this order.

To schedule this visit, please call, fax or email your purchase order to the attention of the Service Dept.

You can reach me at the following:

Direct Ph: 616-546-1104

Fax: 616-748-2568

Email: firas.shamoun@evoqua.com

Employer ID Number: 80-0909020
Duns Number 15-079-5342

PO ADDRESS:

Evoqua Water Technologies LLC
2155 112TH AVENUE
Holland, MI 49424

REMIT TO ADDRESS:

Evoqua Water Technologies LLC.
28563 Network Place
Chicago, IL 60673-1285

Standard Terms of Service Order

1. Applicable Terms. These terms govern the supply of services (including without limitation any goods (the "Goods") furnished in the performance thereof), described in the Service Order on the reverse side or attached hereto and Seller's associated proposal, quotation, or acknowledgement ("Evoqua Water Technologies Documentation"). Whether these terms. Evoqua Water Technologies (EWT) rejects all additional or different terms in any of Customer's forms or documents.
2. Payment. Customer shall pay EWT the full service fee as set forth in EWT's Documentation. Unless EWT's Documentation provides otherwise, all taxes, duties or other governmental charges relating to the services provided shall be paid by customer. If EWT is required to pay any such charges, Customer shall immediately reimburse EWT. All payments are due within 30 days after receipt of invoice. Customer 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 EWT's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. Scope of Services. EWT shall provide the services specifically described in Seller's Documentation during normal business hours, unless otherwise specified in EWT's Documentation. Services requested or required by the Customer outside of these hours will be charged at EWT's then current schedule of rates and will be in addition to the charges outlined in EWT's Documentation. Where the Customer requests additional Services which are outside of the scope of work itemized in EWT's Documentation, EWT may provide those services at standard time and material rates and conditions then in effect.
4. Ownership of Materials. All devices, equipment, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by EWT in connection with services provided, and all related intellectual property rights, shall remain EWT's property. EWT grants Customer a non-exclusive, non-transferable license to facilitate Customer's use of the equipment serviced. Customer shall not disclose any such material to third parties without EWT's prior written consent.
5. Changes. EWT shall not implement any changes in the scope of services described in EWT's Documentation unless Customer and EWT 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.
6. Warranty. EWT warrants that while providing services to the Customer as outlined in Seller's Documentation all work will be carried out with due care and attention and that EWT will use suitably qualified personnel. Customer's service warranty is ninety days from the date of the service provided. In the event of a warranty claim, EWT shall, at its sole option and as Customer's sole remedy, repeat the service at its own expense or refund the service fee actually paid to EWT. If EWT determines that any warranty claim is not, in fact, covered by this service warranty, Customer shall pay EWT its then customary charges for any additionally required service. EWT's service warranty is conditioned on Customer's (a) operating and maintaining the Equipment in accordance with EWT's instructions, (b) not making any unauthorized repairs or alterations which effect the service, and (c) not being in default of any payment obligation to EWT. EWT's service warranty does not cover damage caused by negligent operation of the water system by Customer, chemical action or abrasive material or misuse which has damaged the equipment serviced, usage of non-potable feed water with SDI equipment, or improper installation (unless installed by EWT). THE WARRANTIES SET FORTH IN THIS SECTION ARE EWT'S SOLE AND EXCLUSIVE WARRANTIES. EWT MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
7. Indemnity. EWT shall indemnify, defend and hold Customer harmless from any claim, cause of action or liability incurred by Customer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by EWT's negligence. EWT shall have the sole authority to direct the defense of and settle any indemnified claim. EWT's indemnification is conditioned on Customer (a) promptly, within the service warranty period, notifying EWT of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. Force Majeure. Under no circumstances shall either EWT or Customer have any liability for any breach (except for 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, change in law or other act of government or any other cause beyond such party's reasonable control.
9. Cancellation. Either party may terminate the services specified in EWT's Documentation by providing reasonable notice sufficient to avoid costs incurred by the other party. If Customer cancels or suspends its service order for any reason other than EWT's breach, Customer shall pay EWT for work performed prior to cancellation or suspension and any other direct costs incurred by EWT as a result of such cancellation or suspension.
10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, EWT SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND EWT'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SERVICE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PRICE PAID UNDER THIS AGREEMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. Leased Equipment. Any Leased Equipment provided by EWT shall at all times be the property of EWT with the exception of certain miscellaneous installation materials purchased by the customer, and no right or property interest is transferred to the Customer hereunder, except the right to use any such Equipment as provided here. Customer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the equipment. Customer shall be responsible to maintain the Equipment in good and efficient working order.

Upon the expiration or termination of this Agreement, Customer shall promptly make any Leased Equipment available to EWT for removal. Customer hereby agrees that it shall grant EWT access to the Equipment location and shall permit EWT to take possession of and remove the Equipment without resort to legal process and hereby releases EWT from any claim or right of action for trespass or damages caused by reason of such entry and removal.
12. 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 EWT, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Customer's documents. 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. Customer may not assign or permit any other transfer of the Agreement without EWT's prior written consent. The Agreement shall be governed by the laws of the state of Delaware without regard to its conflict of laws provisions.

Field Service Work Billing Rates

Billing rate for a Lead Technician assigned in the United States. International rates may differ depending on hazards associated to travel.

	hourly	daily
Straight Time	\$156.25 USD	\$1,250.00 USD
Overtime Rates	\$234.38 USD	\$1,875.00 USD

Notes:

- The customer is billed for all travel and living expenses at cost.
- Straight Time is based on an eight (8) hour workday. Straight time is defined as time worked on a regular (non-holiday) schedule of eight (8) hours per day between 7:00 am and 6:00 pm, Monday thru Friday, or for time worked on any other mutually agreed schedule Monday through Friday.
- Overtime is defined as time (travel or work) in excess of the regular straight time schedule. Any work or travel time on Saturday is charged at one and one-half times straight time rates. Any work or travel time on Sunday is charged at two times straight time rates. Any work or travel time on Evoqua Water Technologies designated holidays is charged at three times straight time rates.
- When sites are isolated or work camp provided, single occupancy quarters lodging accommodations, meals and other living essentials are provided by the site.
- Provisions/accommodations for journeys home are accommodated surrounding all Evoqua recognized US holidays.
- For travel outside the US,
 - All fees associated for entry, visas, work permits and/or delegation activity are not shown, however all expenses are invoiced at actual.
 - English speaking guided transport from international airports must be provided upon request.
 - The site will have contractor services available (EX: welder, millwright, electrician, I&C) as become needed during the erecting and commissioning phases.
 - Occasional use of site tools may be practical due to restrictions in country.
- Travel time excesses due to airline delays will not be charged to the customer.
- Standard vehicle charges: Service vehicle \$0.65 USD/mile
Service Truck \$0.80 USD/mile
- Work performed in office (report writing, data evaluation, etc) is billed at straight time rate.
- Field service reports will be provided to the customer to outline hours worked and work performed.
- Long duration stays are subject to monthly invoicing.

Additional Terms:

- Our technician will require a minimum of one qualified person for assistance, if assistance is not available, additional charges will apply.
- Our technician will provide general hand tools, multi-meter and Personnel Protection Equipment (PPE) as follows:
 1. Hard hat
 2. Safety glasses
 3. Steel toe shoes

Exclusions:

- Taxes, licenses, permitting and fees of any kind are invoiced at actual once known.
- Spare Parts.
- Worn Components requiring replacement.
- Process performance or equipment operation guarantees.
- All utilities as needed including but not limited to:
 1. Compressed air
 2. Water
 3. Electrical power

Unless arranged prior, the buyer is to provide for:

1. Providing overhead cranes, lifting equipment, or rigging as required
2. Repair/replacement of all damaged pipe, fittings, gaskets, bolts/nuts and other similar items (both evident and undiscovered), or any repair not specifically listed above
3. Textiles, consumables, lubricants (new supply and disposal of), reagents, buffers, coagulants, provisions for and disposal of waste or garbage as needed
4. Required PPE and large or special tools outside that which is listed above
5. Convenient access to subject equipment, as well as required equipment operation or downtime of subject equipment, or ancillary equipments needed for run confirmation and on site testing
6. Provide upon request: system daily records, operating parameters and O & M manual logs or SOP
7. Break or restroom facilities
8. A desk type work surface & sundries as required

In closing, we are looking forward to working with you. If you have any questions, please contact me.

Sincerely,



Firas Shamoun

Field Service Engineer, Industrial WW
Evoqua Water Technologies LLC

Authorized signature

Purchasing agent signature

RESOLUTION 2017-260

WHEREAS, the Wastewater Division of the Public Works Department for the City of Grand Island obtained quotes for the purchase and installation of new belt filters; and

WHEREAS, based on the quotes submitted it is recommended the purchase and installation be handled through National Filter Media (NFM) of Winthrop, ME; and

WHEREAS, total purchase and installation of belt filters is in the amount of \$22,825.60; and

WHEREAS, the funding for such is provided in the 2016/2017 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase and installation of belt filters through National Filter Media (NFM) of Winthrop, ME in the total amount of \$22,825.60, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 26, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 22, 2017	☐ City Attorney