

# Olivehurst Public Utility District



## Agenda Item Staff Report

Meeting Date: February 17, 2022

### Item description/summary:

**Using monies not used on PLC's replacement;** There was \$200,000 allotted for PLC replacement in a line item in the Wastewater budget. Only around \$45,000 was used. There is a very strong need to replace the Filter panels that are past their life expectancy. So I would like to use those funds towards the Filter panels.

### Fiscal Analysis:

This would not have impact on the budget because the funds are already there.

### Employee Feedback

Employee feedback is positive.

### Sample Motion:

Move to approve the purchasing of the filter panels with the excess money from the PLC replacement budget line item.

Prepared by:

Greg Axline CPO WWTF



# QUOTE

QUOTE NO. 012122

DATE: 01.21.22

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](mailto:usmunicipalsupport@veolia.com)

EXPIRATION DATE: 02.21.22  
 THIS QUOTE IS VALID FOR 30 DAYS

TO Contact Name: Swarnjit Boyal  
 Company: Olivehurst PUD  
 Address: 3908 Mary Ave.  
 Olivehurst, CA 93546  
 Phone: 530.743.8573  
 Email or Fax: [sboyal@opud.org](mailto:sboyal@opud.org)

FROM: Tom O'Shea  
 Aftermarket Sales Manager  
[tom.oshea@veolia.com](mailto:tom.oshea@veolia.com)  
 CELL 980-201-1951

SALESPERSON	JOB	PAYMENT TERMS	DELIVERY TERMS	DELIVERY SCHEDULE
TPO	CS641130	Net 30 Days	F.O.B. Prepaid & Add Destination	20 WEEKS ARO

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, please fill out the attached Credit Card Payment Authorization form (Appendix A). Credit card payments will be processed at the time of order acknowledgement and sales tax will be added if applicable.

QTY	PART NUMBER AND DESCRIPTION	UNIT PRICE	LINE TOTAL
924	HSF2212/11-1F Discfilter s/n VWS#: SPSVFI301987 PANEL FILTER 10UM PE 304 FRAME 1021343 (660831) IN STOCK *Confidential, Do not share with third parties*	\$129.00	\$119,196.00

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.

SUBTOTAL	\$119,196.00
LESS 15% DISCOUNT	Included
PROCESSING FEE	WAIVED
ESTIMATED FREIGHT	\$5,000.00
8.25% CA SALES TAX	\$9,833.67
<b>TOTAL</b>	<b>US \$134,029.67</b>

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) - The Quote is for Parts Only. The pricing is expressly contingent upon the items in this quotation & are subject the attached Veolia Water Technologies, Inc. (dba Kruger) Standard Terms of Sale for Parts Orders as detailed herein. No additional 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 ONLY ORDERS**

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 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.
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 without regard to its conflict of laws provisions.



Appendix A

Instructions: Please complete the information requested in section 1 & 2 below, 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:

Customer's PO #	Total Amount
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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 provide  Or enter new card below:

Visa  MasterCard   MEX

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 credit card terms and the quotation standard terms of sales. My signature is an acknowledgement that I am authorized to sign this document on the behalf of my company.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Special  
Instructions: