



**TO: Don Bullard, Dona Ana County Purchasing Manager**

**FROM: Brent Westmorland, CRRUA Executive Manager**

**DATE: February 28, 2019**

**SUBJECT: Emergency request for Sunland Park Wastewater Plant**

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On February 26<sup>th</sup> both the Variable Frequency Drives (VFD) failed at the belt press of the Sunland Park Wastewater Plant. One VFD controls the speed of the belt press that eliminates the water from the sludge so that we can safely dispose of this sludge at the Camino Real Regional Landfill. The other VFD controls the speed of the sludge that is processed by this belt press.

The plant based on not having a functional belt press is backed up with sludge therefore creating issue with us meeting NPDES Permit No. NM0029483. This permit requires that we process the sludge and dispose of in accordance to the 40CFR503 requirement to not in danger the public or contaminate the land fill.

The cost for this work is \$13,126.30 which includes a field service fee of \$3,700 but does not include gross receipts. This is a sole source issue because they are the manufacture of the belt press and the control panel holds the VFD's and control the equipment. Your attention to this matter is appreciated.

If you have any questions, please feel free to contact me at any time.



Ovivo USA, LLC  
 2404 Rutland Dr  
 Austin, Texas 78758  
 Phone: (512)834-6000 Fax: (512)834-6039

# Customer Quote

ATTENTION: ERIC LOPEZ

PHONE NO: 575-644-8665

SOLD TO <b>Camino Real Regional Utility Authority</b> <b>PO Box 429</b> <b>Sunland Park NM 88063</b> <b>USA</b>	CUSTOMER NUMBER 102471	SHIP TO <b>SUNLAND PARK WWTP</b> <b>1000 MCNUTT ROAD</b> <b>SUNLAND PARK NM 88063</b> <b>USA</b>
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QUOTE # QFAW002932	DATE 2/28/2019	TERMS Net 30 days	CUSTOMER RFQ	SALESPERSON .APT-TX	CURRENCY USD
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L#	Items	Quantity	U/M	Lead Time	Unit Price	Total Value
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QUOTATION PREPARED BY:

RUDY MORRISON  
 Ovivo USA, LLC  
 (P) 512-652-5843  
 (F) 512.834.6037  
 rudy.morrison@ovivowater.com

QUOTED PRICING VALID FOR 30 DAYS. GROUND FREIGHT ALLOWED TO SHIPPING ADDRESS SHOWN. IN STOCK ITEMS CAN SHIP TYPICALLY IN 3-5 BUSINESS DAYS, LEAD TIMES SHOWN ARE ESTIMATES TO SHIP. SUBJECT TO PRIOR SALE. NO LABOR INCLUDED.

\*\*\*NOTE: VFD'S MUST BE FIELD-CONFIGURED DURING INSTALLATION FOR PROPER OPERATION. FIELD SERVICES ARE AVAILABLE FOR DAILY RATE OF \$1,450.00, PLUS R/T AIRFARE CHARGE OF \$800, PER PERSON. DAILY RATE INCLUDES 8 HRS ON SITE OR ONE DAY TRVL TIME, PLUS LOCAL LIVING AND TRAVEL EXPENSES. ESTIMATED TIME TO COMPLETE THIS IS ONE DAY ON SITE PLUS ONE DAY TRAVEL TIME. ADD'L TIME OR MATERIALS REQUIRES ADD'L CHARGES WITH WRITTEN AUTHORIZATION.\*\*\*

1	<b>PART # FAW2932-VFD7.5HP</b> A-B POWERFLEX40 VFD,7.5HP,480V	1	EA	3-4DAYS	3,867.20	3,867.20
2	<b>PART # FAW2932-VFD10HP</b> A-B POWERFLEX40 VFD,10HP,480V	1	EA	3-4DAYS	4,649.10	4,649.10
4	<b>PART # FAW2932-LINFIL10HP</b> LINE FILTER,3PH,480V,18A, LONG CABLE	2	EA	3-4DAYS	455.00	910.00

(ITEM IS OPTIONAL BUT RECOMMENDED FOR EQUIPT PROTECTION).

DATE: 2/28/2019



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PHONE NO: 575-644-8665

SOLD TO CUSTOMER NUMBER 102471 <b>Camino Real Regional Utility Authority</b> PO Box 429 Sunland Park NM 88063 USA	SHIP TO <b>SUNLAND PARK WWTP</b> 1000 MCNUTT ROAD SUNLAND PARK NM 88063 USA
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QUOTE # QFAW002932	DATE 2/28/2019	TERMS Net 30 days	CUSTOMER RFQ	SALESPERSON .APT-TX	CURRENCY USD
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L#	Items	Quantity	U/M	Lead Time	Unit Price	Total Value
5	PART # FIELD SERVICE FIELD SERVICE	1	EA		3,700.00	3,700.00

**Sale Amount:** 13,126.30  
**Total Amount:** 13,126.30  
 USD

- A) The Ovivo USA, LLC Terms and Conditions of Sale are attached and made essential parts of the Ovivo USA, LLC proposal or purchase order confirmation. These terms and conditions replace and supersede any terms and conditions or warranty included in Buyer's or Owner's purchase order, requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo USA, LLC.
- B) GST and all other taxes are extra, if applicable.
- C) Pricing valid for acceptance 30 days from date of the proposal document, and will be subject to change thereafter.
- D) Shipping shall be (FCA) Free Carrier at point of manufacture unless otherwise stated above. Insurance is the responsibility of Buyer.
- E) Payment terms are stated above.
- F) Duty, freight and brokerage costs are for Buyer's account unless stated otherwise herein.
- G) Minimum billing of \$100 per order.
- H) Notwithstanding any liabilities or responsibilities it has assumed hereunder, Ovivo USA, LLC shall in no event be responsible to Buyer or any third party in contract or in tort, or otherwise, for loss or damage sustained as a result of the operation of the equipment, loss of use, expenses involved in loss of capital claims or Buyer's or Owner's loss of profit or revenues, or any other indirect, incidental, special or consequential loss or damage, whether arising from defects, delay, or any other cause whatsoever.
- I) Current Ovivo USA, LLC paint specifications shall apply unless otherwise specified.
- J) Any and all stock or "off the shelf" parts returned to Ovivo USA, LLC are subject to a re-stocking fee equal to 25% of their respective invoice price. All other parts, including but not limited to customized and special manufactured parts, shall, at the sole discretion of Ovivo USA, LLC be (i) subject to a restocking fee of 45% of their respective invoice price or (ii) non-refundable.

**PLEASE ADDRESS AND SUBMIT YOUR PURCHASE ORDER TO THE ADDRESS INDICATED ABOVE.**

# OVIVO®

Worldwide Experts in Water Treatment

## Terms & Conditions of Sale

**1. ACCEPTANCE.** The proposal of Ovivo USA, LLC ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all prior solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

**2. DELIVERY.** Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Product shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be certified at its option to re-deliver to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER'S expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this Agreement. If shipment is postponed at request of PURCHASER or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced.

**3. TITLE AND RISK OF LOSS.** SELLER shall retain the full right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER'S interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

**4. PAYMENT TERMS.** SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER'S legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER'S rights relating to a breach or threatened breach of the payment terms by PURCHASER.

**5. TARIFFS.** Unless otherwise specifically provided in SELLER'S quotation/proposal, PURCHASER shall pay and/or reimburse SELLER, in addition to the price for all sales use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage, by PURCHASER'S account.

**6. MECHANICAL WARRANTY.** Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment, not to exceed eighteen (18) months from shipment. If any of SELLER'S Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EXCEPT SELLER'S FACTORIES or other location that SELLER designates. Any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period, provided that if it would be inoperable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER'S job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable such request to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty as follows: (i) in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER'S negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER'S prior written authorization; (iii) the acts of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) discontinuation of Products by chemical action, erosion or corrosion or wear to Products due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter cleaning belts, and the like, except where such parts are not performing to SELLER'S estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER'S estimate of what the remaining service life of those parts should have been, provided that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER'S design, SELLER'S liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER'S quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

**7. CONFIDENTIAL INFORMATION.** All nonpublic information and data furnished to PURCHASER hereunder, including but not limited to price, size, type and design of the Products is the sole property of SELLER and constitutes PURCHASER'S own confidential use solely in connection with this Agreement and it is not to be made known or available to any third party without SELLER'S prior written consent.

**8. PAINTING.** The Products shall be painted in accordance with SELLER'S standard practice, and purchased items such as motors, controls, speed reducers, pumps, etc., will be painted in accordance with manufacturers' standard practices, unless otherwise agreed in writing.

**9. DRAWINGS AND TECHNICAL DOCUMENTATION.** When PURCHASER requests approval of drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangements, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER'S equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided by pdf, jpg or tif format only.

**10. SET-OFF.** This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be set-off or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

**11. SOFTWARE.** PURCHASER shall have a non-exclusive and non-transferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

**12. PATENT INDEMNITY.** SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER'S Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and safe authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Product is enjoined or such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

**13. GENERAL INDEMNITY.** Subject to the rights, obligations and limitations of liabilities of the parties set forth in this Agreement, PURCHASER shall protect and indemnify SELLER, its ultimate parent, its ultimate parent's subsidiaries and each of their respective officers, directors, employees and agents from and against all claims, demands and causes of action asserted by any entity in the event of PURCHASER'S negligence or willful misconduct in connection with this Agreement.

**14. DEFAULT, TERMINATION.** In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Product and/or resale the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaining possession, repairs necessary to put the Products in salable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all requests, demands and claims resulting from use, sale, storage, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

**15. CANCELLATION.** PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

**16. REMEDIES.** The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

**17. ASSIGNMENT.** PURCHASER is restricted to make reasonable inspection of Products at SELLER'S facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an intended part of the quoted price of the Products in this Agreement shall be paid to PURCHASER.

**18. WAIVER.** Any failure by SELLER to enforce PURCHASER'S strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

**19. COMPLIANCE WITH LAWS.** If applicable laws, ordinances, regulations or conditions require anything different from or in addition to, that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER'S written request and expense.

**20. FORCE MAJEURE.** If SELLER is rendered unable, wholly or in material part, by reason of Force Majeure to carry out any of its obligations hereunder, then on SELLER'S notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, laws and regulations, strikes, civil disturbances or riots, fire, flood, without storm, communication lines failure, delays of the PURCHASER or PURCHASER'S subcontractors, breakdown or accident to equipment or machinery, wars, police actions, terrorism, embargoes, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER'S action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule.

**21. INDEPENDENT CONTRACTOR.** It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint venturers or employees of PURCHASER in any way whatsoever.

**22. SEVERABILITY.** Should any provision of this Agreement be held to be invalid or unenforceable under applicable law, then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

**23. CHOICE OF LAW, CHOICE OF VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

**24. ASSIGNMENT.** PURCHASER shall not assign or transfer this Agreement without the prior written consent of the SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign or otherwise transfer, its right and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

**25. LIMITATION ON LIABILITY.** TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE COST OF CORRECTING ANY DEFECTS, OR IN THE ABSENCE OF ANY DEFECT, IN EXCESS OF THE VALUE OF THE PRODUCTS, SOLD HEREUNDER. NOTWITHSTANDING ANY LIABILITY OR RESPONSIBILITY ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL, OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

Revisions Date - September 2010

## Don Bullard

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**From:** Patricia Biever  
**Sent:** Thursday, February 28, 2019 12:04 PM  
**To:** Jamie Michael  
**Cc:** Don Bullard; Asma Dawood  
**Subject:** OJJDJDP Mentoring Opportunities for Youth Initiative ( reduce Opioid abuse)  
**Attachments:** MentOpps.pdf

Jamie,  
The Office of Juvenile Justice and delinquency Prevention has just released this funding opportunity that is due April 22, 2019.  
There are five categories of which I believe your partners can apply for funding I have attached the solicitation for your review.

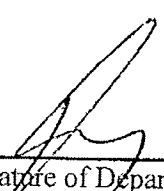
*Patricia A Biever*- Grant Writer  
Doña Ana County  
845 N. Motel Blvd  
Las Cruces, NM 88007  
(575)386-4345



## "SOLE SOURCE" PROCUREMENT JUSTIFICATION

Sole source purchases are goods and services available from only one vendor. There may be just one vendor because of patents or copyrights or simply because the vendor is the only one which supplies the good or service. Using Department must provide a written explanation as to why only this particular product/service is acceptable and why no other will be suitable or acceptable to meet the need. A quote must accompany this form.

Department name: CRWA

1. Name of product or service: Belt Press Parts
  2. Name of product manufacturer: Orivo USA LLC
  3. Name of "sole" product supplier or service provider: Orivo USA LLC
  4. Describe in general terms the product/service you are requesting and the intended application. TO process the final sludge on SPWWTP and be disposal TO the Land Fill.
  5. Describe the unique features/capabilities/characteristics that distinguish it from other products/services. Custom Design Parts For the belt press (Enviroquip.)
  6. How did you determine there was only one source for the product or service? Provide information on the research that was performed to locate suppliers for this product(s) or service(s). (Please furnish names, addresses and other documentation).  
Orivo is the manufacture of this equipment.
  7. What product supplier or service provider has your Department used until now to satisfy similar requirements?  
CRWA purchased this Belt press 7 years ago, Orivo is been supplying parts and maintenance
- Signature of Department Head  Date 8-19-16

(Attach Quote and Use Additional Sheets As Necessary)

\*\*This form is used by Purchasing Department to determine if a "Sole Source" procurement criterion is met. Completing this form does not guarantee approval of this type of procurement.

Ovivo USA, LLC  
2404 Rutland Drive  
Austin TX  
78758  
USA

Telephone: 512.834.6000  
Facsimile: 512.834.6039  
[www.ovivowater.com](http://www.ovivowater.com)

**OVIVO**<sup>®</sup>  
Bringing water to life<sup>®</sup>

August 11, 2016

Attn: Eric Lopez  
Sunland Park WWTP  
RE: Ovivo USA, LLC SOLE SOURCE LETTER

Mr. Lopez,

Ovivo USA, LLC, formerly Enviroquip, Inc, is the sole source supplier of custom designed parts for the Enviroquip, Inc. Belt Filter Press (Job# 20801) and Climber Bar Screen ( Job# 40209) supplied at the Sunland Park WWTP. We offer expert service technician to assist with the repairs and evaluate your Enviroquip equipment mentioned above.

Sincerely,

Arthur Shaffer  
Parts & Service  
512.834.6018





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 2404 Rutland Dr  
 Austin, Texas 78758  
 Phone: (512)834-6000 Fax: (512)834-6039

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QUOTE # QFAW001813	DATE 8/4/2016	TERMS Net 30 days	CUSTOMER RFQ	SALESPERSON .APT-TX	CURRENCY USD
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L#	Items	Quantity	U/M	Lead Time	Unit Price	Total Value
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QUOTATION PREPARED BY:

ARTHUR SHAFFER  
 Ovivo USA, LLC  
 (P) 512.834.6018  
 (F) 512.834.6037  
 arthur.shaffer@ovivowater.com

1	<b>PART # 599-96</b> 12" PRESSURE ROLLER REV A	2	EA		7,325.00	14,650.00
2	<b>PART # 599-95</b> 14" PRESSURE ROLLER REV A	1	EA		9,190.00	9,190.00
3	<b>PART # 322-00011</b> SEAL, BUBBLE, EPDM, 1.378" x 0.525" REV B	81	EA		3.95	319.95
4	<b>PART # 322-00012</b> SEAL, EDGE, FLAT, EPDM W/ STEEL CORE REV C	81	EA		3.75	303.75
5	<b>PART # SAW-P-GAUGE</b> PRESSURE GAUGE, SS, LIQUID FILLED ON HYDRAULIC POWER UNIT	3	EA		75.00	225.00

DATE: 8/4/2016



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QFAW001813	8/4/2016	Net 30 days		APT-TX	USD

L#	Items	Quantity	U/M	Lead Time	Unit Price	Total Value
6	<b>PART # SAW-SITEGLASS</b> HPU SITE GLASS	1	EA		30.00	30.00
7	<b>PART # 517-2</b> SWITCH,LIMIT,A-B,802MC,5-FT PIGTAIL,EN REV B	1	EA		625.00	625.00
8	<b>PART # FAW-GSKT</b> GASKET GASKET FOR GRINDER PUMP LID	1	EA		48.00	48.00
9	<b>PART # SAW-WS-8</b> REVERSIBLE WEAR STRIP X 8'LG (WHITE) APPROX DELIVERY IS 8-10 WEEKS ARO FREIGHT TO SITE INCLUDED VALIDITY IS 30 DAYS  DOES NOT INCLUDE INSTALLATION, WIRING, TAXES  IF YOU REQUIRE TECHNICAL ASSISTANCE I HAVE INCLUDED OUR FIELD SERVICE RATE SHEET	52	EA		45.00	2,340.00
10	<b>PART # FAW-F/S</b> FIELD SERVICE	1	EA		4,500.00	4,500.00

DATE: 8/4/2016



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# Customer Quote

ATTENTION: ERIC LOPEZ

PHONE NO: 575-644-8665

SOLD TO CUSTOMER NUMBER 102471 <b>Camino Real Regional Utility Authority</b> PO Box 429 Sunland Park NM 88063 USA	SHIP TO <b>Camino Real Regional Utility Authority</b> PO Box 429 Sunland Park NM 88063 USA
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QUOTE # QFAW001813	DATE 8/4/2016	TERMS Net 30 days	CUSTOMER RFQ	SALESPERSON .APT-TX	CURRENCY USD
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L#	Items	Quantity	U/M	Lead Time	Unit Price	Total Value
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-----ESTIMATE ONLY-----

ONE TRIP TO ASSIST YOUR MAINTENANCE PEOPLE TO REPAIR YOUR PRESS.

YOU SUPPLY EQUIPMENT REQUIRED TO DO THE REPAIRS

RATE IS \$1200/DAY PLUS TRAVEL EXPENSES

Sale Amount:	32,231.70
Total Amount:	32,231.70
	USD

DATE: 8/4/2016

- A) The Ovivo USA, LLC Terms and Conditions of Sale are attached and made essential parts of the Ovivo USA, LLC proposal or purchase order confirmation. These terms and conditions replace and supersede any terms and conditions or warranty included in Buyer's or Owner's purchase order, requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo USA, LLC.
- B) GST and all other taxes are extra, if applicable.
- C) Pricing valid for acceptance 30 days from date of the proposal document, and will be subject to change thereafter.
- D) Shipping shall be (FCA) Free Carrier at point of manufacture unless otherwise stated above. Insurance is the responsibility of Buyer.
- E) Payment terms are stated above.
- F) Duty, freight and brokerage costs are for Buyer's account unless stated otherwise herein.
- G) Minimum billing of \$100 per order.
- H) Notwithstanding any liabilities or responsibilities it has assumed hereunder, Ovivo USA, LLC shall in no event be responsible to Buyer or any third party in contract or in tort, or otherwise, for loss or damage sustained as a result of the operation of the equipment, loss of use, expenses involved in loss of capital claims or Buyer's or Owner's loss of profit or revenues, or any other indirect, incidental, special or consequential loss or damage, whether arising from defects, delay, or any other cause whatsoever.
- I) Current Ovivo USA, LLC paint specifications shall apply unless otherwise specified.
- J) Any and all stock or "off the shelf" parts returned to Ovivo USA, LLC are subject to a re-stocking fee equal to 25% of their respective invoice price. All other parts, including but not limited to customized and special manufactured parts, shall, at the sole discretion of Ovivo USA, LLC be (i) subject to a restocking fee of 45% of their respective invoice price or (ii) non-refundable.

**PLEASE ADDRESS AND SUBMIT YOUR PURCHASE ORDER TO THE ADDRESS INDICATED ABOVE**

DATE: 8/4/2016



Worldwide Experts in Water Treatment

### Terms & Conditions of Sale

**1. ACCEPTANCE.** The proposal of Ovivo USA, LLC ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated SERVICES, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all prior solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

**2. DELIVERY.** Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled as its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, packing, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER.

**3. TITLE AND RISK OF LOSS.** SELLER shall retain the full right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances in evidence the payment due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

**4. PAYMENT TERMS.** SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per annum, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER.

**5. TAXES.** Unless otherwise specifically provided in SELLER's quotation/proposal, PURCHASER shall pay, and/or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment or placing into storage for PURCHASER's account.

**6. MECHANICAL WARRANTY.** Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from shipment if any of SELLER's Products fail to comply with the foregoing warranty. SELLER shall repair or replace, free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates and service operations by PURCHASER within the Warranty Period, provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER shall send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty, PURCHASER shall pay the cost for SELLER to be liable with respect to this warranty. PURCHASER must make its claims to SELLER with respect to this warranty no later than thirty (30) days after the expiration of the Warranty Period in addition to any other limitation or disclaimer with respect to this warranty. SELLER shall have no liability with respect to any of the following: (i) failure of the Products or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Product damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage bells and the like, except where such parts are not replaceable or those parts based on SELLER's estimate of normal service life, in which case SELLER shall only be liable for the pro rata cost, provided that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assurance of available third-party warranties. THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO PURCHASER EXCEPT TO THE EXTENT PERMITTED BY LAW. All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including, but not limited to, any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

**7. CONFIDENTIAL INFORMATION.** All nonpublic information and data furnished to PURCHASER hereunder, including but not limited to price, size, type and design of the Products in the sole property of SELLER and submitted for PURCHASER's confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

**8. PAINTING.** The Product shall be painted in accordance with SELLER's standard practice, and purchased items such as motor controls, speed reducers, pumps, etc., will be painted in accordance with manufacturers' standard practices, unless otherwise agreed in writing.

**9. DRAWINGS AND TECHNICAL DOCUMENTATION.** When PURCHASER requests approval of drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within appropriate, reasonable amount, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in PDF format only.

**10. SET OFF.** This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any monies due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

**11. SOFTWARE.** PURCHASER shall have a non-exclusive and non-transferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

**12. PATENT INDEMNITY.** SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Products hereunder in and of itself constitutes an infringement of any valid copyright claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products; (b) replace the same with non-infringing Products; (c) modify the Product so as to become non-infringing; or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for any purpose other than that for which it was furnished by SELLER, but compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

**13. GENERAL.** Subject to the rights, obligations and limitations of liabilities of the parties set forth in this Agreement, PURCHASER shall protect and indemnify SELLER, its ultimate parent, its ultimate parent's subsidiaries and each of their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by any entity to the extent of PURCHASER's negligence or willful misconduct in connection with this Agreement.

**14. DEFAULT, TERMINATION.** In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall be without notice or demand, become immediately due and payable SELLER at its option, without notice or demand, and any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process, and/or retain all payments made as compensation for the use of the Products, and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaining possession, repairs necessary to put the Products in salable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all (recovery, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

**15. CANCELLATION.** PURCHASER may terminate this Agreement for commencement upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overheads incurred by it in performing its work and closing out the issue plus a reasonable profit) hereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

**16. REMEDIES.** The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

**17. INSPECTION.** PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

**18. WAIVER.** Any failure by SELLER to enforce PURCHASER's strict performance of the provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

**19. COMPLIANCE WITH LAWS.** If applicable laws, ordinances, regulations or conditions require amending different from, or in addition to, that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER'S expense and expense.

**20. FORCE MAJEURE.** If SELLER is rendered unable, wholly or in material part, by reason of Force Majeure to carry out any of its obligations hereunder, then on SELLER'S written notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, war, storm, communication lines failure, delays of the PURCHASER or PURCHASER'S subcontractors, suppliers, employees or subcontractors, equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER'S action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule.

**21. INDEPENDENT CONTRACTOR.** It is expressly understood that SELLER is an independent contractor and this neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint venturers or employees of PURCHASER in any way whatsoever.

**22. SEVERABILITY.** Should any portion of this Agreement be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

**23. CHOICE OF LAW, CHOICE OF VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

**24. ASSIGNMENT.** PURCHASER shall not assign or transfer this Agreement without the prior written consent of the SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

**25. LIMITATION ON LIABILITY.** TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE COST OF CORRECTING ANY DEFECTS, OR IN THE ABSENCE OF ANY DEFECT, IN EXCESS OF THE VALUE OF THE PRODUCTS SOLD HEREUNDER, NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

Revised Note - September 2011

DATE: 8/4/2016



**DONA ANA COUNTY**  
**845 N. MOTEL BLVD.**  
**LAS CRUCES, NM 88007**  
 (575) 525-5929

**PURCHASE ORDER**

PO Number:	<b>P1903218</b>
Issue Date:	<b>02/28/19</b>
Delivery Date:	<b>03/15/19</b>

Supplier: @00013327  
 VENDOR CODE  
**OVVO USA, LLC**  
**2404 RUTLAND DRIVE**  
**AUSTIN TX 78758**

Purchase Order is valid only with authorized signature.

**BUYER NAME**

Donald Bullard

**PAYMENT TERMS**

**NET 30 DAYS**

**COMMODITY DESCRIPTION**

1 VARIABLE FREQUENCY DRIVES PROGRAMMING AND INSTALL  
 EMERGENCY PROCUREMENT  
 ON FEBRUARY 26, 2019 BOTH THE VARIABLE FREQUENCY  
 BELT PRESS DRIVES (VFD) FAILED  
 EMERGENCY PURCHASE ORDER

**F.O.B. POINT**

**LAS CRUCES, NM**

**SHIP VIA**

**QUANTITY**

13,126.30 EA

**UNIT PRICE**

1.0000

**EXTENDED**

13,126.30

DI

SCOUNT:

.00

ADDL CHARGES:  
 TOTAL TAXES:

.00  
 .00

**TOTAL:**

13,126.30

By: *[Signature]*

Authorized Procurement Officer's signature