



Fixed Price Quote #66002857

CITY OF LA MARQUE

Attn: Amanda Hobby
2701 WOODLAND ST
LA MARQUE, 77568-5133

+1 409-795-7996
a.hobby@cityoflamarque.org

04/19/22

Dear Amanda,

We appreciate your interest in our Fixed Price Service.

Fixed Price services range from a simple inspection and diagnostics visit to a full overhaul of compressors and ancillary equipment. Fixed Prices are executed according to the manufacturer's recommendations, including all required parts/kits for the standard maintenance visit, labor, travel and accommodation, when needed, and a complete diagnostics report after each visit. Fixed price jobs are invoiced as one single price.

With Fixed Price services, the correct level of maintenance will be carried, according to parts wear needs, avoiding breakdowns. We only use Genuine Parts and Lubricants which will protect your investment and guarantee high performance levels.

Having the unit serviced by competent and experienced Atlas Copco service engineers is the best way to ensure maintenance is properly carried out and higher operational efficiency.

Atlas Copco is always available to provide you solutions for all of your compressed air needs, from generation to point of use, guaranteeing best performance from your whole system. Genuine parts and lubricants, specially developed for your compressor needs, are kept in stock and our service technicians are always up to date with our maintenance standards and will provide you with the best service in the market.

In case you need additional information on this quotation or any of our other service products, please feel free to contact me at any time.

Kind regards,

Thomas McDaniel
CTS Sales Manager

15045 Lee Road
Houston, TX 77032

Cell:
Fax: (281) 590-5611
thomas.mcdaniel@atlascopco.com



Table 1 - Pricing and Services Summary

Machine Description	Serial Nr	Visits Type	Number of Oil Changes	Oil Type	One Time Price
ZB 110VSD ANSI	APF212182	I	L		\$ 55460.95
Total Price					\$ 55460.95

Important:

Please notice that the consolidated one time price per machine will be shown on the invoice.

Pricing does not include freight.

Pricing does not include taxes

Pricing applies to services performed during normal working hours, weekdays, from 8am – 5pm



Parts Lists

Equipment: ZB 110VSD ANSI - APF212182
Part Description
FUSE
FREQUENCY INVERTER
CONVERTER EDITION UPDATE KIT
FUSE

Pre Work Site Assessment

Location/Customer site: _____ **Date:** _____

<u>Risk Analysis</u>	Yes	No	N/A	Corrective Action Taken?
Is there a Fall risk (compressor on platform, no safety railing, etc.) or ladder use?				
Is the lighting adequate?				
Is there risk of touching hot parts (burn hazard)?				
Is there a danger of flying dust?				
Is there fire exposure?				
Is there a fire extinguisher in the workplace?				
What process has the vacuum pump has been used for?				
What customer permissions are needed? (LOTO, Hot-work, Confined Space, etc.)				
If required, will adequate lifting equipment be supplied?				
Are there any other hazards not listed above?				
Given the hazards, what controls, including Personal Protective Equipment, are required?				
Other comments and considerations				

<u>Site Specific Requirements</u>	Yes	No	N/A	If yes, then how many hours?
Is additional time needed to access the equipment because it's in a difficult location?				
Is the equipment located outdoors?				
If the equipment is located outdoors, then is it covered and protected?				
Is there enough clearance around the equipment to access it properly?				
Is additional time needed due to security procedures?				
Is there safety or site training required?				
Is additional time needed for the LOTO process?				

The following conditions apply

1. The Responsibilities and rights of the parties

- 1.1. The customer will ensure that:
 - 1.1.1. The routine maintenance of the equipment is carried out in accordance with Atlas Copco's instruction book;
 - 1.1.2. The equipment log book is filled in daily;
 - 1.1.3. At all times the equipment is kept in the environmental conditions recommended by Atlas Copco and the instructions relating to the operation of the equipment as advised by Atlas Copco from time to time are followed.
- 1.2. The customer will confirm to Atlas Copco that the instruction manual for the equipment is in his possession.
- 1.3. Atlas Copco will contact the customer before the planned time for the visit. The customer will then ensure the equipment is available for inspection.
- 1.4. Maintenance and Inspection will be carried out during normal working hours, 8.00 am - 5.00 pm, Monday to Friday. If this is not practical, any extra cost incurred by Atlas Copco in carrying out maintenance or inspection outside normal working hours will be borne by the customer and invoiced separately.
- 1.5. If any major changes occur in the operating or site conditions of the equipment, this agreement shall become null and void. Major changes would normally involve re-location of the unit, change of coolant or power.
- 1.6. The customer shall inform Atlas Copco immediately in the event of: malfunctions such as abnormal noise, leakage or any other phenomenon that may result in premature failure of the equipment; malfunctions of the hour meter; a planned transfer of the equipment or changes in its environmental conditions.
- 1.7. The customer will give necessary assistance to Atlas Copco in the performance of its obligations under this agreement by providing lifting facilities, lighting and unrestricted access to the equipment at the agreed time. Any costs and/or expenses incurred by Atlas Copco as a result of access to the equipment or facilities being delayed from the agreed time will be borne by the customer and invoiced separately by Atlas Copco.
- 1.8. The customer shall be responsible for a 25% restocking fee for any replacement parts order cancelled after the shipment of the parts.

2. Services

- 2.1. The price includes all costs of labor and material to perform a fixed price repair as described in the "Quotation" section excluding applicable taxes, except where under the terms of this agreement Atlas Copco is entitled to make an extra charge for these.
- 2.2. After visit a report on the condition of the equipment will be submitted to the customer by Atlas Copco.

3. Limitation and Termination

- 3.1. Atlas Copco shall not be obliged to inspect any equipment in the event of:
 - 3.1.1. Negligence by the customer in the performance of daily maintenance according to Clause 1.1;
 - 3.1.2. Any failure of the equipment caused by unforeseen circumstances including, but not limited to failure, interruption or out of specification provision of services to the equipment such as quality and/or quantity of cooling water, air, electrical power etc., accidental or willful damage to the equipment by the customer or a third party.
- 3.2. This agreement may be terminated by mutual agreement in writing of the parties.
- 3.3. Atlas Copco shall be entitled to terminate this agreement by notice in writing to the customer:
 - 3.3.1. In the circumstances referred to in Clauses 1.5 and 3.1;
 - 3.3.2. If the customer goes into liquidation or makes any voluntary arrangement with its creditors or becomes subject to an administration order or an encumbrance takes possession of or a receiver is appointed over any of the property or assets of the customer;
 - 3.3.3. If the customer ceases or threatens to cease to carry on business.
- 3.4. Neither party shall be liable to the other party for any indirect, consequential, incidental, special, punitive or exemplary damages or loss, of any kind, including, without limitation, any loss of business, lost profits or interruption of services (even if such party has been advised of the possibility of such damages or such damages could have been reasonably foreseen by such party). The total liability of the parties under this agreement after customer's payment of the purchase price for the product(s)/service(s) shall be limited to the amount of such purchase price as the exclusive remedy of the non-breaching party.
- 3.5. Temporary hire of equipment is not included to cover equipment outages unless otherwise agreed in writing by Atlas Copco.

4. Force Majeure

- 4.1. The delay or non-performance of any obligation under this agreement shall be excused if caused by an event beyond such party's reasonable control including but not limited to:
 - 4.1.1. Acts of God, restriction in the use of power, storm, lock out, strike, fire, civil commotion or civil unrest, act of war, compliance with the regulation or order of any governmental authority, quarantine, epidemic, or pandemic.

5. Guarantee

- 5.1. Atlas Copco warrants that the products provided are free from defects in material and workmanship and services are performed in a workmanlike manner. Atlas Copco standard equipment warranty applies and is available upon request.
- 5.2. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (WRITTEN, ORAL, IMPLIED, OR OTHERWISE), AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.

6. Environmental Damages

- 6.1. The Environmental Management at any site on which Atlas Copco equipment is used is the responsibility of the Customer. In this regard Atlas Copco disclaims any responsibility for any infringement which occurs related to Acts, Rules or Regulations pertaining to environmental pollution aspects such as noise, atmospheric, water, sewer, dangerous goods, waste disposal etc.

7. General

- 7.1. If any term of this agreement is held by any court or other competent authority to be void or unenforceable in whole or in part the other terms of this agreement and the remainder of the affected term shall continue to be valid.
- 7.2. Any notice to be given by either party to the other under this agreement may be delivered by hand or sent by first class post to the other party at the address for that party shown in this agreement. Any notice delivered by hand shall be deemed to have been served on delivery and any notice sent by post shall be deemed to have been served within 48 hours after posting.
- 7.3. Any waiver by Atlas Copco of a breach of any terms of this agreement by the customer shall not be considered as a waiver of any subsequent breach of the same term or any other term.

8. SMARTLINK

The equipment may include a data monitoring service called SMARTLINK. The data received by Atlas Copco may be used by Atlas Copco and certain third party distributors and contractors for the purpose of increasing overall customer service. Atlas Copco will use commercially reasonable efforts to ensure that Purchaser's data is kept confidential. Purchaser acknowledges that the use of the SMARTLINK is provided "as is", that use of the service is entirely at Purchaser's risk, and that Atlas Copco may discontinue the SMARTLINK service at any time. Purchaser may request discontinuance of the SMARTLINK service at any time. SMARTLINK Terms and Conditions are available upon request.

Pricing does not include freight.
Pricing does not include taxes

Pricing applies to services performed during normal working hours, weekdays, from 8am – 5pm

Signed for and on behalf of Atlas Copco:
Signature:

Signed for and on behalf of the customer:
Signature:

Name: Thomas McDaniel

Name: Amanda Hobby

Position: CTS Sales Manager

Position:

Date: 04/19/22

Date: 04/19/22

Customer# 100379461

PO#