



SUEZ Treatment Solutions Inc.
600 Willow Tree Road
Leonia, NJ 07605, USA
Tel: +1 201 676 2525

December 3, 2021

Mr. Chris Carroll
Water Manager
City of Fresno DPU/Water
1910 E. University Ave
Fresno, CA 93703

Subject: Northeast Surface WTP (NESWTF) – Ozone System Improvements
City of Fresno, CA
Upgrade of Power Supply Units, Ozone Generators
Proposal N20-028aq **Rev.2**_Fresno - PSU

Dear Mr. Carroll:

Thank you for the interest in the products and services of SUEZ Treatment Solutions, Inc. With reference to the Service Report made by Noel Cezar of our office, below please find two alternates for upgrading the existing PSU's and replacing existing ozone generator dielectrics. In addition, we have also provided an option to provide a closed-loop cooling water system for the ozone generators and power supply units (component-based system).

For the two (2) PSU alternative, the work will be phased in such that once PSU no. 1 is installed and operates for a sufficient period, then in the second phase PSU no. 2 will be upgraded.

If you have any questions or require additional information, please do not hesitate to contact me.

Note: Any changes in Rev. 1 of the proposal are shown as **bold underline** and Rev. 2 in ***bold italics*** typeface for changes and additions and ~~strike throughs~~ for deletions.

Very truly yours,
SUEZ Treatment Solutions, Inc.

A handwritten signature in blue ink, appearing to read "William Nezgod", is written over a faint, larger blue ink signature that is partially obscured.

William Nezgod
Senior Sales Manager – Engineered Ozone Plants



PROPOSAL AND CONTRACT

TO: City of Fresno DPU/Water
1910 E. University Ave
Fresno, CA 93703

Proposal No.: N20-028aq **Rev.2**_Fresno

Date: **December 3, 2021**

Attn: Chris Carroll

For: Northeast Surface WTP
(NESWTF) – Ozone System
Improvements
City of Fresno, CA
Upgrade of Power Supply
Units, Ozone Generators

(hereinafter referred to as "Purchaser")

SUEZ Treatment Solutions, inc. (hereinafter referred to as "SUEZ") offers to furnish the following described materials and equipment ("Products") and/or services at the prices ("Purchase Price") stated herein and in accordance with the Conditions of Sale and other provisions contained or referenced herein. This Proposal shall remain in effect from the date hereof and shall expire at that time unless extended in writing by SUEZ. The Purchase Price is based upon only the Conditions of Sale and other provisions specifically contained or referenced herein. Purchaser's acceptance of this Purchase Price, whether by issuance of a purchase order or otherwise, or acceptance of delivery of the Products and/or services furnished hereunder, shall be considered acceptance by the Purchaser of all the Conditions of Sale and other provisions contained or referenced herein, notwithstanding any statement in Purchaser's acceptance or order to the contrary. SUEZ hereby objects to and rejects any proposal by Purchaser to modify, amend, limit, add to or delete any of the Conditions of Sale or other provisions contained or referenced herein unless expressly accepted in writing by SUEZ.

This Proposal and any resulting contract shall be referred to hereinafter as "this Contract".

Section : Site Meeting Notes.

The above to be provided as described herein.

Sales Representative:

Regional Manager

JB I and Associates

SUEZ Treatment Solutions, Inc.

Tel:

Tel:

I. SCOPE OF SUPPLY

- | | |
|---|---|
| 1. Site Evaluation Meeting | 1 x Site evaluation meeting <u>(completed)</u> |
| 2. Upgrade to Converter/Inverter and Transformer in PSU's | Alternate 1: 1 x Upgrade I-pack IGBT for PSU
Alternate 2: 2 x Upgrade I-pack IGBT for PSU's |
| 3. New IGS Dielectrics for O3 Gen | Alternate 1: 1 lot of IGS dielectrics, HV fuses and other internals for upgrade of 1 x Ozone Generator
One (1) set HV Cables between PSU and Ozone Generator vessels

Alternate 2: 2 x IGS dielectrics, HV fuses and other internals for upgrade of 2 x O3 Generators
One (1) set HV Cables between PSU and Ozone Generator vessels |
| 4. Field Services (Dielectric change) | As detailed in body of proposal |
| 5. Field Supervision & Commissioning | As detailed in body of proposal |
| 6. Option 1: | Closed-loop cooling water system (component based – note: need to implement for both ozone generators/PSU's) |

SUEZ Treatment Solutions, Inc. (SUEZ) shall provide the following equipment and services:

II. EQUIPMENT AND SERVICES

ALTERNATE 1: UPGRADE OF ONE OZONE POWER SUPPLY UNIT/OZONE GENERATOR

A. Site Survey Meeting Prior to Design **(Completed)**

SUEZ shall provide one (1) x one (1) day site inspection meeting to review the desired changes to the PSU's and ozone generators prior to commencing the full design work.

B. Upgrade of one Power Supply Unit

Upgrade of one (1) existing N-PSU IGBT based PSU's to the latest IGBT based I-PSU technology (see attached). The scope of work includes the following (quantities below are for one (1) PSU unit upgrade):

- One (1) ozonia® 200 KW I-Pack with one (1) IGBT-based I-Stack's to replace existing N-PSU IGBT's
- One (1) new high-voltage transformer for installation into the existing PSU enclosure.
- One (1) lot of required electrical equipment to go with the I-stack.

The following is work that will need to be done by the Owner/Contractor:

- The plan is to mount as many of the components on a base plate so that SUEZ can do most of the wiring at the factory.
- Work done by contractor:
 - Removal of existing components
 - Capacitor banks
 - SKiiP modules (converters/inverters)
 - Existing base plate with relays and power supply
 - Medium and low voltage wiring
 - Mounting of new I-Stacks
 - Based on assembly and mounting drawings which will be supplied
 - Cable connections to I-Stack and to High Voltage transformer
 - Supply any and all interconnecting cable (low and medium voltage)
 - Type of cable will be specified
 - Re-using the existing cabling may be possible in some cases, but assumptions should be made that most of the cabling within the Power Stage will need to be replaced.
- Cooling water
 - Cooling water manifolds will remain unchanged
 - Flexible pipes and fittings will be provided, but cut-to-measure and assembly will be done by contractor
- Timing
 - All the work by the Contractor on the PSU's should be done in advance of SUEZ's arrival
 - Electrical Contractor presence is required upon SUEZ arrival in order to correct errors

These PSU's utilize the latest in IGBT (Insulated Gate Bipolar Transistor) inverter technology. The PSU will be controlled by the existing PLC's recently upgraded by the Owner.

The following are some of the advantages of the IGBT Converter/Inverter based Power Supply Unit over the older SCR (Silicon Controlled Rectifier) based technology:

- The I-PSU supplied by SUEZ has remote monitoring capabilities that includes a large amount of operational, status and historical information available that is communicated with the Master Ozone Control Panel (MOCP).

C. New IGS Dielectrics for one existing Ozone Generator

One (1) set of IGS Dielectrics shall be provided for one existing ozone generator. This shall include a total of 220 new dielectrics (55 LG dielectrics and 165 IGS dielectrics).

One (1) complete set of HV fuses for the new dielectrics. A total of 55 fuses will be provided

One (1) set of ozone generator internals

One (1) set of HV cable between upgraded Power Supply Unit's existing Ozone Generator Vessels. Installation of conduit (if required) and HV cable shall be by General Contractor. Termination of HV cable shall be done by SUEZ.

D. Tools and Commissioning Spare Parts

One (1) set of commissioning spare parts is included in this proposal.

E. Operations & Maintenance Manuals

SUEZ shall provide revised Operations and Maintenance (O&M) manuals for the new equipment being provided including updated drawings.

F. Field Services and Commissioning

SUEZ shall provide the following support and commissioning services:

1. Ozone Generator (Dielectric Replacement)

- One (1) trip for the removal of existing dielectrics and internals from one ozone generator and then cleaning of the vessels.
- Installation of new dielectrics, fuses and internal components for one ozone generator.

2. Power Supply Unit, Control System, Ozone System Commissioning

- Check-out of the upgraded PSU prior to commissioning
- Commissioning of upgraded Power Supply Unit
- Commissioning of Ozone Generators
- Operational Readiness Testing (ORT) of the upgraded PSU's and ozone generators including certified ozone production testing.

Note: A total of two (2) trips (combination of NJ office and Montreal office) is included for the above work.

G. Training

SUEZ shall provide up to eight (8) hours of instructional service by qualified factory representatives for the new Power Supply Unit and ozone system equipment.

H. Work Not Provided

The following items are not included in the proposed selling price and will be provided by others unless specifically called for in the body of this proposal:

- a. Equipment unloading, storage or erection.
- b. Interconnecting and intra-connecting electrical wiring except in skid mounted packaged equipment.
- c. Interconnecting and intra-connecting oxygen, ozone or water piping and manual valves between the oxygen system components, ozone system components, equipment skids, contactors or ozone destruct system components.
- d. Installation of any equipment unless specifically noted in this proposal

- e. Wall sleeves and fittings.
- f. HVAC
- g. Control wiring or piping
- h. Insulation on ozone generators, cooling water piping, ozone destructors or other hot or cold surfaces
- i. Air, ozone, liquid oxygen, gaseous oxygen or water piping not on skids
- j. Anchor bolts
- k. Instruments and valves except as noted.
- l. Instrument air, instrument tubing or fittings
- m. Power wiring and conduit, except on equipment skids
- n. Motor control center and local disconnects
- o. Field calibration of instruments not provided by SUEZ unless noted in this proposal
- p. Contact Chamber leakage testing
- q. Design of equipment not furnished by SUEZ
- r. Cost for Power, Water or Liquid Oxygen (LOX) for commissioning and testing of equipment on site.

ALTERNATE 2: UPGRADE OF “TWO” OZONE POWER SUPPLY UNITS/OZONE GENERATORS

A. Site Survey Meeting Prior to Design

SUEZ shall provide one (1) x one (1) day site inspection meeting to review the desired changes to the PSU's and ozone generators prior to commencing the full design work.

B. Upgrade of the Power Supply Units

Upgrade of two (2) existing N-PSU IGBT based PSU's to the latest IGBT based I-PSU technology (see attached). The scope of work includes the following (quantities below are for each PSU unit upgrade):

- One (1) ozonia® 200 KW I-Pack with one (1) IGBT-based I-Stack's to replace existing N-PSU IGBT's
- One (1) new high-voltage transformer for installation into the existing PSU enclosure.
- One (1) lot of required electrical equipment to go with the I-stack.

The following is work that will need to be done by the Owner/Contractor:

- The plan is to mount as many of the components on a base plate so that SUEZ can do most of the wiring at the factory.
- Work done by contractor:
 - Removal of existing components
 - Capacitor banks
 - SKiiP modules (converters/inverters)
 - Existing base plate with relays and power supply
 - Medium and low voltage wiring
 - Mounting of new I-Stacks

- Based on assembly and mounting drawings which will be supplied
- Cable connections to I-Stack and to High Voltage transformer
- Supply any and all interconnecting cable (low and medium voltage)
 - Type of cable will be specified
 - Re-using the existing cabling may be possible in some cases, but assumptions should be made that most of the cabling within the Power Stage will need to be replaced.
- Cooling water
 - Cooling water manifolds will remain unchanged
 - Flexible pipes and fittings will be provided, but cut-to-measure and assembly will be done by contractor
- Timing
 - All the work by the Contractor on the PSU's should be done in advance of SUEZ's arrival
 - Electrical Contractor presence is required upon SUEZ arrival in order to correct errors

These PSU's utilize the latest in IGBT (Insulated Gate Bipolar Transistor) inverter technology. The PSU will be controlled by the existing PLC's that have been recently upgraded by the Owner.

The following are some of the advantages of the IGBT Converter/Inverter based Power Supply Unit over the older SCR (Silicon Controlled Rectifier) based technology:

- The I-PSU supplied by SUEZ has remote monitoring capabilities that includes a large amount of operational, status and historical information available that is communicated with the Master Ozone Control Panel (MOCP).

C. New IGS Dielectrics for the two existing ozone generators.

Two (2) sets of IGS Dielectrics shall be provided for the two existing ozone generators. This shall include a total of 440 new dielectrics (110 LG dielectrics and 330 IGS dielectrics).

One (1) complete set of HV fuses for the new dielectrics. A total of 110 fuses will be provided

One (1) set of ozone generator internals

One (1) set of HV cable between upgraded Power Supply Unit's existing Ozone Generator Vessels. Installation of conduit (if required) and HV cable shall be by General Contractor. Termination of HV cable shall be done by SUEZ.

D. Tools and Commissioning Spare Parts

One set of commissioning spare parts is included in this proposal.

E. Operations & Maintenance Manuals

SUEZ shall provide revised Operations and Maintenance (O&M) manuals for the new equipment being provided including updated drawings.

F. Field Services and Commissioning

Note: If the two PSU/O3 generator alternate is selected, the upgrade and commissioning will be done in two separate phases

SUEZ shall provide the following support and commissioning services:

1. Ozone Generator (Dielectric Replacement)

- Two (2) trips for the removal of existing dielectrics and internals from one ozone generator and then cleaning of the vessels.
- Installation of new dielectrics, fuses and internal components for one ozone generator.

2. Power Supply Unit, Control System, Ozone System Commissioning

- Check-out of the upgraded PSU prior to commissioning
- Commissioning of upgraded Power Supply Unit
- Commissioning of Ozone Generators
- Operational Readiness Testing (ORT) of the upgraded PSU's and ozone generators including certified ozone production testing.

Note: A total of three (3) trips (combination of NJ office and Montreal office) is included for the above work.

G. Training

SUEZ shall provide up to eight (8) hours of instructional service by qualified factory representatives for the new Power Supply Unit and ozone system equipment.

H. Work Not Provided

(Same as above for Alternate 1)

III. OPTIONAL EQUIPMENT

Closed Loop Cooling Water System

One (1) component-based Closed Loop Cooling Water system to provide high quality cooling water to the ozone generators and power supply units to meet the required ozone production operating conditions. The closed-loop cooling water system is designed to provide cooling water to two (2) ozone generators and power supply units.

Open-loop cooling water shall be provided to the heat exchangers by others at a temperature not to exceed 75 °F (per the original design).

The cooling water system shall include the following major components for a typical closed-loop CW system:

- Two (2) Plate and Frame Heat Exchangers with type 316 stainless steel plates, each sized to handle the flow from one (1) ozone generator and power supply unit
- Two (2) End-Suction Centrifugal Cooling Water Pumps, each sized to provide sufficient flow for one ozone generator and power supply unit.
- Two (2) Y-strainers before cooling water pumps
- One (1) Air/Water Separator
- One (1) Expansion Tank
- One (1) Chemical pot feeder
- One (1) lot instruments (see attached P&ID drawing)
- One (1) lot valves (see attached P&ID drawing)

IV. WARRANTY AND GUARANTEE

1. This is to confirm that the equipment provided shall have a warranty of twelve (12) months from the date of acceptance or eighteen (18) months from delivery of the equipment, whichever occurs first.
2. The new dielectrics will have an extended warranty of five (5) years.



SUEZ NORTH AMERICA, INC. ("SUEZ") TERMS AND CONDITIONS OF SALE

1. **ENTIRE AGREEMENT.** The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract (the "Contract") for the sale of equipment or services (hereinafter referred to as "Equipment") Purchaser, and supersedes the terms and conditions of any request for proposal or request for quotations, specifications, quotations, purchase orders, correspondence or communications whether written or oral between the Purchaser and SUEZ. No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on SUEZ unless made in writing and signed by an authorized representative of SUEZ. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this Contract.
2. **TAXES.** The Purchase Price does not include any state or local sales or use taxes.
3. **PAYMENT.** Payment shall be net thirty (30) days in accordance with the milestone payment schedule set forth in SUEZ's proposal.
4. **RISK OF LOSS.** Risk of loss or damage to the Equipment, or any part thereof, shall pass to Purchaser upon delivery of the Equipment or part to Purchaser at the delivery point stated in SUEZ's proposal.
5. **EXCUSABLE DELAY.** SUEZ shall not be liable for any delay in performance or failure to perform due to any cause beyond SUEZ's reasonable control including, fire, flood, or any other act of God, strike or other labor difficulty, any act, instructions, directions or omission to act of any civil or military authority or of the Purchaser, Owner, or Engineer, change in laws, any insurrection, riot, embargo, unavailability or delays in transportation or car shortages. In the event SUEZ's performance is delayed by any of the foregoing causes, SUEZ's schedule for performance shall be extended accordingly without penalty. If Purchaser's, Owner's, or Engineer's actions delay SUEZ's performance, Purchaser shall pay SUEZ any additional costs incurred by SUEZ resulting from such delay and shall also pay SUEZ's invoice for any stored Equipment, or any part thereof, as if they had been delivered in accordance with the milestone schedule.
6. **PROPRIETARY INFORMATION.** All information, plans, drawings, tracings, specifications, programs, reports, models, mock-ups, designs, calculations, schedules, technical information, data, manuals, proposals, CADD documents and other materials, including those in electronic form (collectively the "Instruments of Service") prepared and furnished by SUEZ for use solely with respect to this Project. SUEZ shall be deemed the author and owner of these Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Purchaser, Engineer, or Owner shall not use these Instruments of Service for future additions or alterations to this Project or for other projects, without the prior written agreement by SUEZ. The Instruments of Service furnished by SUEZ are proprietary to SUEZ, submitted in strict confidence and shall not be reproduced, transmitted, disclosed or used in any other manner without SUEZ's written authorization.
7. **INSPECTION BY PURCHASER.** Purchaser may inspect the Equipment at the point of manufacture, provided that such inspection is arranged and conducted so as not to unreasonably interfere with SUEZ's or the manufacturer's operations.
8. **WARRANTY OF TITLE.** SUEZ warrants and guarantees that upon payment title to all Equipment covered by any invoice submitted to Purchaser will pass to Purchaser free and clear of all liens.
9. **WARRANTY.** SUEZ warrants that its Equipment shall conform to the description contained in SUEZ's proposal and be free from defects in material and workmanship for a period of one (1) year from date its Equipment is initially placed in operation or eighteen (18) months from date its Equipment is shipped, whichever occurs first. Upon SUEZ's receipt of written notice within thirty (30) days of discovery of any defect, and a determination by SUEZ that such defect is covered under the foregoing warranty, SUEZ shall, at its option, repair or replace the defective part or parts, f.o.b. factory. This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with SUEZ's written instructions and requirements or due to accident, misuse, abuse, neglect or corrosion. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses that may be incurred with repair or replacement. SUEZ shall have no responsibility for the condition of primed or finish painted surfaces after the Equipment leaves its point of manufacture. Field touch up of shop primed or painted surfaces are normal and shall be at Purchaser's or Owner's expense. Unless otherwise specifically provided for herein, SUEZ provides no other of product performance or process results. Correction of non-conformities in the manner and for the period of time provided above shall constitute SUEZ's sole liability and purchaser's exclusive remedy for failure of SUEZ to meet its warranty obligations, whether claims of purchaser are based in contract, tort (including negligence or strict liability), or otherwise. **THE FOREGOING WARRANTIES ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
10. **BACKCHARGES.** SUEZ shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Equipment, without SUEZ's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.
11. **LIQUIDATED DAMAGES.** Any liquidated damages clauses for failure to meet shipping or job completion promises are not acceptable or binding upon SUEZ, unless such clauses are specifically accepted in writing by an authorized representative of SUEZ at its headquarters office.
12. **LIMITATION OF LIABILITY.** *"Per attached Indemnification and Hold Harmless Agreement"*



13. CANCELLATION BY PURCHASER. If Purchaser cancels this Contract or refuses to accept delivery of the Equipment, Purchaser shall be liable to SUEZ for reasonable costs incurred by SUEZ including, cancellation charges, administrative costs, and commissions to sales representatives for all work performed or in process up to the time of cancellation or refusal to accept delivery.

14. DEFAULT BY PURCHASER. In the event Purchaser should breach its obligations under this Contract or if the Project is suspended or delayed for more than 120 cumulative days, then SUEZ may, without prejudice to any other right or remedy it may have at law or equity, terminate this Contract or suspend performance if Purchaser fails to cure such breach within thirty (30) days of written notice. In such event, SUEZ shall be paid for all work performed prior to termination/suspension, including all costs related to the termination/suspension. If payments are not made in accordance with the terms contained herein, a service charge may, without prejudice to the right of SUEZ to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance. Purchaser shall reimburse SUEZ for all attorney's fees and costs related to collection of past due amounts.

15. DEFAULT BY SELLER. In the event of any default by SUEZ and prior to Purchaser terminating the work for default, Purchaser shall give written notice of default to SUEZ. SUEZ shall remedy the default to the reasonable satisfaction of the Purchaser within thirty (30) days of receipt of such written notice or, if such default cannot reasonably be remedied within such thirty (30) day period, SUEZ shall promptly begin to remedy the default within the thirty (30) day period and thereafter diligently prosecute to conclusion all acts necessary to remedy the default, in which event such default shall be deemed to be remedied.

16. PATENT AND COPYRIGHT INFRINGEMENT. SUEZ shall defend any action or proceeding brought against Purchaser based on any claim that the Equipment infringes any United States patent or copyright, provided the Equipment is used in the manner specified and is not modified, altered, or combined with any other equipment without SUEZ's prior written permission. Purchaser shall give prompt written notice to SUEZ of any such action or proceeding and will reasonably provide authority, information and assistance (at Purchaser's expense) in the defense of same. If Purchaser is enjoined from the operation or use of the Equipment, SUEZ shall take reasonable steps to procure the right to operate or use the Equipment. If SUEZ cannot so procure such right within a reasonable time, SUEZ shall promptly, at SUEZ's option and expense, (i) modify the Equipment so as to avoid infringement of any such patent or copyright, (ii) replace said Equipment with equipment that does not infringe or violate any such patent or copyright, or (iii) as a last resort, remove the Equipment and refund the purchase price.

17. INDEMNITY. *"Per attached Indemnification and Hold Harmless Agreement"*

18. GOVERNING LAW/JURISDICTION. This Contract shall be governed by, interpreted and enforced in accordance with the laws applicable in the state where the jobsite is located, without regard to any conflicts of law principles thereof. Any dispute that cannot be resolved amicably by the Parties shall be referred to the federal or state courts having jurisdiction over the jobsite.

19. NOTICES. Unless otherwise provided, any notices to be given hereunder shall be given in writing at the address and to the representatives mentioned in the Contract Documents and shall be deemed effectively given (i) upon personal delivery to the party to be notified, (ii) on confirmation of receipt by fax by the party to be notified, (iii) one business day after deposit with a reputable overnight courier, prepaid for overnight delivery and addressed as set forth herein, or (iv) three days after deposit with the U.S Post Office, postage prepaid, registered or certified, with return receipt requested.

20. ASSIGNMENT/SUCCESSORSHIP. Neither SUEZ nor Purchaser may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any prohibited assignment shall be null and void. SUEZ and Purchaser intend that the provisions of this Contract are binding upon the parties, their employees, agents, heirs, successors and assigns.

21. SEVERABILITY. If any term, condition or provision of this Contract or the application thereof to any party or circumstance shall at any time or to any extent be invalid or unenforceable, then the remainder of this Contract, or the application of such term, condition or provision to parties or circumstances other than those which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

22. NO WAIVER. The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Contract or to exercise any right under this Contract shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.



CONDITIONS OF FIELD SERVICE

If this Contract does not include Field Service or if Purchaser requires such service in addition to that included in this Contract, Purchaser may purchase from SUEZ such Field Service or technical advice during installation or start-up of the Products, in which case Purchaser agrees to pay SUEZ for Work Time, Travel Time and Standby Time based on (1) SUEZ's "per diem" rates in effect at the time the service is performed; (2) the expenses of each SUEZ employee so furnished; and (3) the terms and conditions under which such service is performed.

"PER DIEM" CHARGES FOR SERVICE

The following rates are currently in effect. They are subject to change by SUEZ and are based on the definitions below. These rates are for domestic service only. Rates for service outside the Continental United States will be quoted upon request.

Classification of Serviceman	Straight Time Rate			
STANDARD SERVICE	USD	1390.00	Per	day
ON-SITE PROGRAMMING – DAILY RATE	USD	1500.00	Per	day
DAILY LIVING EXPENSES	USD	325.00	Per	day
AIRFARE	USD	at Actual Cost	Per	trip
			Per	

TIME DEFINITIONS

(a) Work Time - shall include all hours that SUEZ service personnel are on Purchaser's job site, either working or ready for work, and shall be payable at the applicable specified rates.

(b) Travel Time - shall include the time spent by SUEZ service personnel in traveling between their customary headquarters and Purchaser's job site and in returning (including travel occurring on Saturdays, Sundays and holidays) up to a maximum of eight (8) hours chargeable time for any given one-way trip. Travel Time shall be paid for at the applicable Straight Time Rate and shall not be cumulative with Work Time in determining Overtime.

(c) Standby Time - shall include all time (excluding Work Time) that SUEZ service personnel are available for work at Purchaser's job site, whether on the job site or not, up to a maximum of eight (8) hours per day, between the hours of 7:00 a.m. and 6:00 p.m., Sunday through Saturday, including holidays if availability has been requested by Purchaser. Standby Time shall be paid for at the applicable Straight Time Rate; however, Standby Time preceded and/or followed by Work Time is cumulative in determining Overtime.

RATE DEFINITIONS

(a) Straight Time Rate - This rate shall be paid for Work Time, Standby Time or Travel Time on a regular schedule of eight (8) hours per day, Monday through Friday.

(b) Time and One-Half Rate - The rate of one and half (1-1/2) times the Straight Time Rate shall be paid for any Work Time or Standby Time in excess of eight (8) hours, but not exceeding sixteen (16) hours, per day, Monday through Friday, and for any Work Time or Standby Time on Saturdays, not to exceed sixteen (16) hours.

(c) Double Time Rate - The rate of twice the Straight Time rates shall be paid for time worked in excess of sixteen (16) hours per day, without a six (6) hour break, Monday through Saturday, and for all time worked on Sundays and holidays. Holidays shall be those observed in the locality where the work is to be performed.

CHARGES FOR EXPENSES

In addition to the "Per Diem" charges above, Purchaser shall pay SUEZ for all the traveling and living expenses and all other expenses of each SUEZ employee incidental to the work.

TERMS AND CONDITIONS

(1) Notification - Purchaser shall give SUEZ at least two (2) weeks advance notice when ordering Field Service.

(2) Terms of Payment - Purchaser shall pay SUEZ immediately upon receipt of invoices covering the time and expenses of SUEZ's employees furnished for such services. OVERDUE PAYMENTS NOT RECEIVED BY SUEZ WITHIN THIRTY (30) DAYS FROM DATE OF INVOICE SHALL BE SUBJECT TO FINANCE CHARGES AT THE RATE OF ONE AND ONE-HALF PERCENT (1-1/2%) PER MONTH.

(3) Time Sheets - SUEZ employees shall present Purchaser at the end of each week or at the completion of the job if less than one (1) week, appropriate documents on which shall be indicated the number of hours spent and the estimated expense incurred on this work. Purchaser shall sign these documents in the place indicated, thus signifying approval of the time spent and estimated expense incurred on this work.

(4) Delays - If the work of an SUEZ employee is postponed or suspended by Purchaser, or is delayed or does not proceed with reasonable dispatch, due to no fault of SUEZ, SUEZ may withdraw such employee and return a serviceman to the job when needed and available; and any additional costs (including Travel Time and expenses) incurred by SUEZ because of this shall be an additional charge to Purchaser.

(5) Limitation of Liability - SUEZ in providing any Field Service hereunder, shall do so in an advisory capacity only and shall not be held responsible in any way for the acts, workmanship or omissions of the employees, contractors, sub-contractors or agents of Purchaser. SUEZ SHALL NOT BE LIABLE IN ANY EVENT FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE.



SELLING PRICE: _____ (See below)

Alternate 1: 1 x PSU upgrade, O3 Gen Items A - H USD 214,300 (*)

Alternate 2: 2 x PSU upgrade, O3 Gen Items A -H USD 352,800 (*)

Option 1: Closed-loop CW System USD 126,700 (*)

(*) Note: No Sales Tax has been included in the above selling prices. If required these taxes will need to be added separately.

SHIPPING TERMS: FOB job site, Fresno, CA. freight included to jobsite.

TERMS OF PAYMENT: 10% upon shop drawing submission
80% upon shipment(s) of equipment
10% upon successful commissioning or 180 days after delivery, whichever occurs first

TERMS AND CONDITIONS: As per SUEZ North America Standard Terms and Conditions

VALIDITY: Sixty (60) days

BONDING: No Performance or Payment Bonds have been included

SERVICE: Field Service included in this Contract shall be provided for a period not to exceed * eight-hour man-days provided in not more than * ♦ trips to check the completed installation by Purchaser, to place the Products in operation and to instruct Purchaser in their operation. Purchaser agrees to pay ONA for any additional service days and/or trips in accordance with ONA's standard service rates and conditions in effect at the time the service is performed.

♦ A minimum of one (1) full day of service will be charged to each trip. * See proposal details


SCHEDULE: Approval drawings and data shall be submitted approximately 8 weeks after agreement to all terms, as evidenced by STSI's receipt of this proposal, fully executed; or, in the event that Purchaser issues a Purchase Order, STSI's receipt of fully executed letter agreement. STSI estimates that shipment of the Products can be made in approximately 16 – 20 weeks after STSI has received from Purchaser final approval of all submittal drawings and data

PURCHASER'S ACCEPTANCE: BY ITS SIGNATURE BELOW OR ISSUANCE OF ANY PURCHASE ORDER OR OTHER DOCUMENT, NOTWITHSTANDING ANY STATEMENT OR PROVISION CONTAINED THEREIN TO THE CONTRARY, PURCHASER AGREES TO ALL THE CONDITIONS AND PROVISIONS OF THIS PROPOSAL AND CONTRACT. NO OFFER BY PURCHASER TO ALTER, AMEND, LIMIT OR DELETE ANY CONDITION OR PROVISION OF THIS PROPOSAL AND CONTRACT SHALL BE BINDING UPON ONA UNLESS EXPRESSLY ACCEPTED IN WRITING BY SUEZ.

PURCHASER'S ACCEPTANCE:

SUEZ TREATMENT SOLUTIONS, INC.

Company Name _____

By: 
William Nezgod
Senior Sales Manager –
Engineered Ozone Plants

By: _____
Name/Title

Date: _____

Date: December 3, 2021

Ship To: _____

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the furthest extent allowed by law, SUEZ Treatment Solutions, Inc.(SUEZ) shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of SUEZ, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

In no event shall SUEZ's liability to CITY (whether in contract, tort or strict liability, or anything else) exceed Two Million dollars and Zero Cents (\$2,000,000), except to third party losses for real property damage and bodily injury and death at any time. SUEZ shall not be liable to the other party for consequential, indirect, incidental, special, or punitive damages, without qualification, except as described in the following paragraph.

Throughout the life of this Agreement, SUEZ shall pay for and maintain in full force and effect all insurance as required in Exhibit B, which is incorporated into and part of this Agreement, or as may be authorized or required in writing by City's Risk Manager or his/her designee at any time and in his/her sole discretion.

The fact that insurance is obtained by SUEZ shall not be deemed to release or diminish the liability of SUEZ, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City and its officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUEZ. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SUEZ, or any of its board, officers, employees, agents, volunteers, invitees, suppliers, vendors, Contractors, Consultants or subcontractors.

If SUEZ should subcontract all or any portion of the services to be performed under this Agreement, SUEZ shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing this Agreement.

This Indemnification and Hold Harmless Agreement shall survive the completion of any work for City by SUEZ.

The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the City and SUEZ; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is SUEZ or his/her/its authorized signatory.

Signed, sealed and delivered this ____ day of _____ 2021.



SUEZ Treatment Solutions, Inc. signature

Pedro DaCruz

Print Name

SUEZ Treatment Solutions Inc.

Name of Company

201-676-2240

Telephone Number

City Employee signature

Print Name

Title of City Employee

Telephone Number