

Supplier Details:

CompanySuez WTS Services USA IncContactJoe LambertyAddress3734-B Imperial Way

Stockton, CA 95215

Submit your response to:

Company	City of Roseville
Contact	"Becky" Rebecca Philipp
Address	Purchasing Division
	2075 Hilltop Circle
	Roseville, CA 95747
Phone	(916) 774-5724
Fax	(916) 774-5736
E-mail	BPhilipp@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship	-	By owner				
Partnership	-	Any general partner				
Corporation	-	Two options:				
(1) A signature from th	(1) A signature from the President and the corporate seal; OR					
(2) One signature from	the Ch	airman of the Board, President, or any Vice President AND one signature from				
the Secretary, any Ass corporation	istant S	Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the				

\*<u>General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles</u>. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



3002354	Agreement
23-JUN-2022	Agreement Date
0	Revision
800,000.00 USD	Agreement Amount

Invoice To	City of Roseville Accounts Payable 311 Vernon St ROSEVILLE CA 95678	Supplier	Suez WTS Services USA Inc 3734-B Imperial Way Stockton, CA 95215
Phone:	(916) 774-5488	Phone:	()
Fax: Email:	(916) 784-3796 accountspayable@roseville.ca.us	Fax: Email:	() joseph.lamberty@suez.com

Description of VENDOR WILL PROVIDE WATER DEMINERALIZATION AND SOFTENING Labor, TRAILERS ON AN AS-NEEDED BASIS IN ACCORDANCE WITH THE ATTACHED SUEZ WTS SERVICES USA, INC. PROPOSAL 475721AMC, REV4, DATED 6/21/22 UTILIZING THE CITY OF ROSEVILLE NEGOTIATED TERMS AND CONDITIONS DATED 3/26/18 AND INCORPORATING BY REFERENCE CITY OF ROSEVILLE - GE MOBILE WATER, INC. AMENDMENT FOR TERMS AND CONDITIONS - DECEMBER 12, 2012 MODIFIED MARCH 8, 2017 FOR GE NAME CHANGE TO SUEZ WTS SERVICES USA, INC.

> START DATE: UPON EXECUTED END DATE: 8/17/26

Please contact Tony Johnson at (916) 746-1656 or ajohnson@roseville.ca.us for questions regarding this contract.

\*\*The total amount listed is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	13180	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date		End Date	Confirm To		
			"Becky" Rebecca Philipp	Phone 1-916-774-	·5724

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

#### ATTACHMENT A HUMAN RESOURCES/RISK MANAGEMENT DIVISION INSURANCE REQUIREMENTS AGREEMENT UNDER FORMAL BID LIMIT

General - Required Coverage:

- General Liability: \$1 Million per occurrence /\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory \*Must provide a Waiver of subrogation

• Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.

- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction: General Liability: \$2 Million/occurrence \$4 Million aggregate

Design Professional: General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability: \$2 Million/occurrence

Professional Consultant:\_\_\_\_ Professional Liability: \$1 Million/occurrence

IT Services:\_\_\_\_ Professional Liability: \$1 Million/occurrence No auto required

Special Events/Caterers-Vendors:\_\_\_\_\_ No auto required No workers' comp required

Professional Counseling/ Psychological:\_\_\_\_ Professional Liability: \$1 Million/occurrence No auto required

Insurance Verification

By signing the agreement included with this document, you are confirming that your company has the minimum insurance limits required above.

A copy of your insurance certificate is not required at this time. The City may request proof of insurance at any time.

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

	Supplier		
Signature:	DocuSigned by: Evic Tate		
Print Name:	Eric Tate		
Title:	Senior Engineering Manager		

	Supplier		
Signature:	DocuSigned by: Michael W. Sylstra		
Print Name:	Michael W. Sylstra		
Title:	Lead Commercial Proposals Manager		

City of Roseville, A Municipal Corporation				
Signature:				
Print	Dominick Casey			
Name:				
Title:	City Manager			



#### DELEGATION OF SIGNATURE AUTHORITY BY OFFICER

BY THIS DELEGATION OF SIGNATURE AUTHORITY, I, as Vice President - Engineered Systems, of SUEZ WTS International USA, Inc.; SUEZ WTS Analytical Instruments, Inc.; SUEZ WTS Systems USA, Inc.; and SUEZ WTS Solutions USA, Inc. (hereinafter collectively referred to as "SUEZ WTS") with the delegable authority granted by the Board of Directors to sign contracts in the name of SUEZ WTS as set forth in the Annual Actions Resolutions of SUEZ WTS, hereby revoke any previously granted delegations issued by me and delegate to the below named individuals, effective January 1, 2022:

> Jessica ATTANASIO Michael BENSON David BINGHAM Greg BRICKETT Joseph BRUCE Michael CONE Thomas COSGRAVE Pedro DACRUZ Edana ESSA Jane Urbanic James Foreman Heather Millar Branden GARRETT William GILL **Richard GRAY** Miloud HASSENE William HEINS **B. Jayson HENRY** Ryan HESS Paul HOWLAND Michael HRIBLJAN **Christopher JANSEN** Paul JOSEPHSON Diane KUN Debora LOUNSBERRY Chris LOW Melanie MAILLY-DEMONT Jason MONGRAIN Dewey PINNOCK Louise RAYMOND David ROSSER **Eric SAVAGE** Dhaval SHAH Stephanie SNYDER Michael SYLSTRA

#### Eric TATE

Joseph TIETJENS Frank TROCINO Nishith VORA Graeme YOUNG



A. the authority to exercise my approval authority with regard to commercial operations under the Annual Actions Board Resolutions and SUEZ Water Technologies & Solutions Global Operating Policy, subject to the prior approvals obtained via the SUEZ Delegation of Authority Policy;

B. the authority to sign on behalf of SUEZ WTS those certain agreements within my authority as Vice President, subject to the prior approvals obtained via the SUEZ Delegation of Authority Policy; and

C. the authority to sell goods and/or services to SUEZ WTS customers on standard terms and conditions.

Such delegation includes but is not limited to the delegated authority to sign all contractual instruments, certificates, documents, acknowledgments, consents, and other agreements as may be necessary or convenient in order to carry out the intent and purpose of the foregoing authority.

EXCEPT THAT THIS DELEGATION DOES NOT INCLUDE THE AUTHORITY TO:

- 1. Modify corporate insurance policies
- 2. Transfer intellectual property to a customer
- 3. Enter into joint ventures or partnerships
- 4. Provide advance payments to customers
- 5. Provide commissions to agents other than approved distributors
- 6. Provide deferred revenue
- 7. Buy back inventory
- 8. Engage in a Tiering arrangement

Nothing in this Delegation of Signature Authority alters any applicable Corporation review and approval requirements for the above-listed documents, including but not limited the SUEZ Water Technologies & Solutions Global Operating Policy. The Delegation of Signature Authority conferred hereby shall <u>NOT</u> be further delegable.

This Delegation of Signature Authority is valid until <u>31 December 2022.</u>

This Delegation of Signature Authority supersedes all previously issued delegations including but not limited to the delegation acknowledged by legal on January 27, 2022.

IN WITNESS, WHEREOF, I, as Vice President of SUEZ WTS, have caused my signature to be

Thomas Buer

Name: Thomas Buer Title: Vice President – General Manager, Engineered Systems

A	cknവെഷ്യംപ്പെയ്യലd by Legal Dept.:
	Krystina Hamilton
	0 

Date: 2022 February 14

Acknowledged by Delegee: Eric Tate 02150D9DE4DF47A... 6/30/2022

6/30/2022 Date:



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IN WITNESS, WHEREOF, I, as Vice President of SUEZ WTS, have caused my signature to be

Thomas Buer E34707C2E204426

Name: Thomas Buer Title: Vice President – General Manager, Engineered Systems

Acknowledged by Legal Dept.: Krystina Hamilton -895B6DFCBA4C420...

Date: 2022 February 14

Acknowledged by Delegee:

585382C5A99448 6730720 Date:

- 1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
- 2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
- 3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
- 4. Time is of the essence of this Agreement.
- 5. At any time during the term of this Agreement, the either party has the right to terminate this Agreement provided Contractor is given a thirty (30) day notice.
- 6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
- 7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
- 8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
- 9. All fair employment practices must be adhered to.
- 10a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insured to the extent of Contractor's indemnity obligations herein for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. Contractor agrees to extend its existing general liability insurance coverage to City, but only in respect of work performed by or on behalf of the named insured, Contractor, and only to the extent that the additional insured is held liable for the negligence or other culpability of the Contractor. Coverage under Contractor's policy does not extend to liability arising out of the additional insured's own active or sole negligence. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insured, whichever is greater.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all worked performed by Contractor, its employees, agents and subcontractors to the extent of Contractor's indemnity obligations herein, however such waiver of subrogation shall not apply to the extent of active or sole negligence of the City.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.

- 11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to <u>www.roseville.ca.us/stormwater</u> for links to more information on the City's storm water regulations.
- 12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
- 13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
- 14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
- 16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

City reserves the right to withhold any payments to Contractor in the event of noncompliance with insurance requirements or if required by law.

City of Roseville- GE Mobile Water, Inc. Amendment for Terms & Conditions- December 12, 2012 Modified March 8, 2017 for GE name change to SUEZ WTS Services USA, Inc.

14. SUEZ WTS Services USA, Inc. SERVICES- When Customer has fully complied with Paragraph 15 below, SUEZ WTS Services USA, Inc. shall:

- Treat Customer's influent water or other fluids ("Influent Water") to the quality specified in the Influent Water Quality table.
- Use its best efforts, at all times, to provide the Equipment.

# **15. CUSTOMER'S RESPONSIBILITIES-** As a condition precedent to SUEZ WTS Services USA, Inc.'s providing the Service, Customer shall, without cost to SUEZ WTS Services USA, Inc. throughout the Agreement term:

a. Provide a location at Customer's facilities, suitable for proper operation of the Equipment.

b. Provide piping, fire hoses, fittings, electricity and other specified equipment and services, as required.

c. Provide Influent Water of the quality described in the Influent Water Quality table, at the pressure and at the flow rate required by SUEZ WTS Services USA, Inc..

- d. Provide reasonable access to and security for the Equipment.
- e. Provide all necessary utilities to operate the Equipment.

f. Secure any necessary licenses or permits required for the installation and operation of the Equipment required for the Service.

#### **16. WATER QUALITY WARRANTY**

Effluent Water quality shall meet or exceed the specifications in the Effluent Water Quality table. Any Effluent Water not meeting these specifications shall be replaced or reprocessed at no additional cost to Customer, however, if replacement or reprocessing is not practical then Contractor shall adjust Customer bill appropriately unless the failure is caused by the acts or omissions of Customer, including but not limited to Customer's failure to provide the required Influent Water.

SUEZ WTS Services USA, Inc. warrants that the Equipment is capable of processing the Influent Water, described in the Influent Water Quality table to meet the specifications for Effluent Water in the Effluent Water Quality table. SUEZ WTS Services USA, Inc. does not warrant the USE of the Effluent Water and, accordingly, such replacement, reprocessing or appropriate billing adjustment shall be the Customer's sole and exclusive remedy SUEZ WTS Services USA, Inc. further warrants that Services will be performed in a good and workmanlike manner and will comply in all material respects with the requirements set forth in this Agreement. Customer shall notify SUEZ WTS Services USA, Inc. of any warranty claim within thirty (30) days of the claimed item's delivery. Effluent Water processed for Customer is not intended, or suitable, for human consumption.

EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, SUEZ WTS SERVICES USA, INC. MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR OF FITNESS OF USE OR FOR THE PURPOSE INTENDED.

#### **17. NO TITLE TO WATER**

At no time shall SUEZ WTS Services USA, Inc. be deemed to have taken title to Product Water, Feedwater, Nonstandard Substances ("Nonstandard Substances" shall mean substances or materials which are not specifically identified in the Influent Water Quality Window of in the Influent Water Quality table set forth herein or which were not or could not be reasonably anticipated by SUEZ WTS Services USA, Inc. as being a component of the Influent Feedwater), Hazardous Materials ("Hazardous Materials" shall mean toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any statute or ordinance or regulations promulgated by any national, federal, state, provincial, or local governmental authority), or any other materials or substances processed at the site or treated by SUEZ WTS Services USA, Inc. pursuant to this Agreement. SUEZ WTS Services USA, Inc. does not take responsibility for or provide waste characterization, disposal facility selection, disposal, or payment of sewage or landfill fees. Customer is responsible for all wastes and waste disposal from the plant. Wastes may include, but are not limited to, water system reject waste, used RO membranes, filters, CIP related wastes and wastewaters, spent media, cartridge filters, equipment and consumables, lube/oil contaminated debris/rags, other maintenance related wastes, lab analysis residuals, and office waste. Customer is required to obtain SUEZ WTS Services USA, Inc.'s written approval prior to any changes in reject disposal or use, or waste disposal methods or configuration being made.

#### **18. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, EXCEPT FOR BODILY INJURY, DEATH, AND DAMAGE TO PROPERTY OF THIRD PARTIES, THE TOTAL LIABILITY OF SUEZ WTS SERVICES USA, INC., its affiliates and subcontractors and their employees, officers, directors and agents, ON ALL CLAIMS OF ANY KIND ACCRUING DURING ANY CALENDAR YEAR, WHETHER IN CONTRACT (INCLUDING LIQUIDATED DAMAGES), WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR THE USE OF ANY PARTS OR THE PROVISION OF ANY SERVICES, SHALL NOT EXCEED THE ANNUAL REVENUE OF THE AMOUNTS PAID BY CUSTOMER TO SUEZ WTS SERVICES USA, INC. IN ANY CALENDAR YEAR, AND IN NO EVENT SHALL THE CUMULATIVE TOTAL LIABILITY OF SUEZ WTS SERVICES USA, INC. IN ALL SUCH CLAIMS OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT, UNTIL THE TIME ALL SUCH LIABILITY ENDS, EXCEED AMOUNTS PAID BY CUSTOMER TO SUEZ WTS SERVICES USA, INC. UNDER THIS AGREEMENT.

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL SUEZ WTS SERVICES USA, INC. BE LIABLE FOR LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE SITE OR ANY ASSOCIATED EQUIPMENT OR SYSTEMS, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS, CLAIMS OF CUSTOMER'S CUSTOMERS FOR SUCH DAMAGES, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES.

IF SUEZ WTS SERVICES USA, INC. FURNISHES CUSTOMER WITH ADVICE OR ASSISTANCE CONCERNING ANY PRODUCTS, SYSTEMS OR WORK WHICH IS NOT REQUIREDPURSUANT TO THIS AGREEMENT, THE FURNISHING OF SUCH ADVICE OR ASSISTANCE WILL NOT SUBJECT SUEZ WTS SERVICES USA, INC. TO ANY LIABILITY, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

### **19. USE OF EQUIPMENT**

Although the equipment will be utilized at the site, Customer acknowledges that SUEZ WTS Services USA, Inc. shall retain beneficial ownership of the equipment and any other SUEZ WTS Services USA, Inc. supplied parts, equipment, inventory, supplies and other assets utilized by SUEZ WTS Services USA, Inc., or loaned or made available to Customer at the site. Upon expiration or termination of this Agreement SUEZ WTS Services USA, Inc. shall have the right to disconnect and remove the equipment, parts or assets installed or utilized by SUEZ WTS Services USA, Inc. pursuant to this Agreement.

Customer acknowledges that SUEZ WTS Services USA, Inc.'s equipment is designed for specific applications and processes and therefore may not be relocated, modified, altered or changed in any way without the expressed, written consent of the SUEZ WTS Services USA, Inc.. Customer is responsible for any loss or damage to SUEZ WTS Services USA, Inc.'s equipment including but not limited to, theft, physical damage, operational impairment caused by lack of proper maintenance or operation outside manufacturer's or SUEZ WTS Services USA, Inc.'s operating specifications, and deterioration or contamination from exposure to fumes or substances. If Customer contaminates equipment, then Customer shall be solely responsible for any and all costs to test, decontaminate or dispose of and replace any of SUEZ WTS Services USA, Inc.'s equipment or ion exchange resins contaminated by exposure to any process or application containing any Federal, DOT, or State listed hazardous waste or a characteristic hazardous waste. Upon request Customer shall certify to SUEZ WTS Services USA, Inc., by means of a completed and signed Resin Process Profile form, the conditions under which all ion exchange resins will be operated. Customer shall not remove the equipment from Customer 's location designated in the Agreement and shall not sublease or lend the equipment or otherwise attempt to transfer or dispose of the equipment or any rights in or to the equipment. Before moving any equipment, Customer must notify and get SUEZ WTS Services USA, Inc.'s permission.



# **Roseville Energy Park**

CITY OF ROSEVILLE CALIFORNIA 5120 PHILLIP RD ROSEVILLE, CA 95747-9116

06/21/2022

#### For the Attention of: Matt Garner Our Reference: 475721

Dear Matt,

SUEZ Water Technologies & Solutions is pleased to provide CITY OF ROSEVILLE CALIFORNIA with the attached proposal for the Roseville Energy Center project in ROSEVILLE, CA United States. In developing this quotation, SUEZ worked with CITY OF ROSEVILLE CALIFORNIA in an effort to understand your project and business needs. The attached proposal outlines the solution we feel will best meet these objectives.

We greatly appreciate your consideration of SUEZ for this project. Our measure of success is how well we deliver solutions that help our customers meet their critical business objectives. We hope to have the opportunity to demonstrate this with CITY OF ROSEVILLE CALIFORNIA.

I will be calling you to discuss our proposal and provide any additional information that may help your evaluation. Until then, please contact me if you have any questions.

Yours sincerely,

#### Joe Lamberty Regional Account Manager SUEZ Water Technologies & Solutions M: +1 925 872 0948 E: joseph.lamberty@suez.com W: https://www.suezwatertechnologies.com

24-Hour Emergency Mobile Water 800-446-8004

#### cc: Angelica Couso Armas

Unless expressly agreed otherwise in writing, all our proposals, sales and order confirmation are subject Appendix C agreed upon terms.



# **Proposal for**

# **CITY OF ROSEVILLE CALIFORNIA**

Roseville Energy Park ROSEVILLE, CA United States

Submitted to: Matt Garner CITY OF ROSEVILLE CALIFORNIA 5120 PHILLIP RD ROSEVILLE, CA, 95747-9116 Attention: Tony Johnson

# SUEZ Proposal #475721AMC, REV4

# Joe Lamberty

Regional Account Manager **SUEZ Water Technologies & Solutions** M: +1 925 872 0948 E: joseph.lamberty@suez.com W: https://www.suezwatertechnologies.com **24-Hour Emergency Mobile Water 800-446-8004** 

Submitted by: SUEZ WTS Services USA, Inc.





#### Validity

This proposal is valid for Thirty (30) days from proposal date. In absence of additional proposals pricing will be subject to Price Modification clause one year from proposal date.

#### **Trademark Notification**

The following are trademarks of Water Technologies and Solution and may be registered in one or more countries:

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# **1 Executive Summary**

This document provides all commercial and technical details for the water treatment solution proposed by SUEZ Water Technologies & Solutions for the Roseville Energy Center project, which includes the equipment and services for the California Energy Project Units. Our proposal includes pricing for both DI trailers and Softener trailers.

Suez Equipment and Services is uniquely qualified to provide these Mobile Services based on the following criteria, features and benefits-

- Local Service Centers (San Jose and Stockton) to assure that you are serviced in a timely manner with experienced local technicians.
- Guaranteed effluent quality due to our state of the art regenerations centers.
- The largest fleet in the industry with over 700 assets. (more than all of our competitors combined) This assures timely deliveries and equipment availability.
- InSight remote monitoring. This provides real-time monitoring of your trailers for feedwater quality, effluent quality and estimated remaining capacity, which allows for timely anticipation of exchanges.
- InSight daily review and reporting- All of our customers trailers are reviewed daily by a dedicated Suez resource for remaining capacity, The customer is notified by our team with this information to better anticipate and coordinate trailer exchanges.
- Automatic shut-off. Each trailer will automatically shutoff when the setpoint for conductivity is exceeded in your effluent quality. This will avoid putting bad water into your DI tank and subsequently fouling your equipment.

We truly appreciate the opportunity to provide these services to you and look forward to working together with you and your staff for the coming term. Please feel free to contact me should you have any questions or comments. Thanks, and speak to you soon,

## Joe Lamberty

Regional Account Manager SUEZ Water Technologies & Solutions

M: +1 925 872 0948 E: joseph.lamberty@suez.com W: https://www.suezwatertechnologies.com 4545 Patent Road, Norfolk, VA, USA



#### 24-Hour Emergency Mobile Water 800-446-8004



# 2 Technical & Engineering Details

## 2.1 Basis of Design

This proposal is offered based on the following water design values from Title 22 Recycled Water (Cooling Tower Make Up) to be used for Utility/Cooling Tower/Boiler Feed.

## 2.2 Influent Water Quality

The design solution proposed is based on the values below. All values are as mg/l as ion unless otherwise stated.

Cations		Anions		Other	
Total Hardness, as CaCO3	96.7	Alkalinity, "P", as CaCO3	<0.1	Specific Conductance, at 25°C, µS/cm	390
Calcium Total hardness as CaCO3, ppm	79.6	Alkalinity, "M", as CaCO3	79.4	Total Dissolved Solids (TDS)	N/R
Magnesium Total hardness as CaCO3, ppm	17.1	Chloride	56.7	pH, standard units	6.5
Sodium	49	Sulfur, Total, as SO4	49.0	Total Suspended Solids	N/R
Potassium	N/R	Nitrate, as NO3	N/R	Turbidity, NTU	N/R
Ammonia, as NH3	*<10	Reactive Silica, Total, as SiO2	15.1	Silt Density Index (SDI15)	N/R
Barium, Total	N/R	Colloidal Silica, Total, as SiO2	N/R	Total Organic Carbon (TOC), as C	N/R
Strontium, Total	N/R	Phosphate, Total, as PO4	1.6	Dissolved Organic Carbon (DOC)	N/R
Copper, Total	<0.05	Phosphate, Total Inorganic, as PO4	1.4	Color, TCU	N/R
Aluminum, Total	<0.1	Phosphate, Ortho-, as PO4	1.3	Total Chlorine	N/R
Manganese, Total	<0.01	Fluoride	N/R	Free Chlorine	N/R
Iron, Total	0.13			Carbon Dioxide	N/R
Iron, Dissolved	N/R			Fats, Oil and Grease	*Non Detectable
Zinc, ppm	<0.1			BTEX	*Non Detectable

Source of Test and Date	09JAN17, A408412
Feed Water Source	Title 22 Recycled Water (Cooling Tower Make Up)

#### Notes:

- 1. N/R = data for this parameter has not been reported, and will be assumed to be 0 (zero)
- 2. Parameters marked with an asterisk have been assumed. Please confirm these values.
- 3. BTEX = benzene, toluene, ethyl benzene, and xylene.



## 2.3 Influent Water Flow Data

Flow rate, pressure and temperature required at inlet to the equipment.

	Minimum	Maximum
Inlet Flow Rate (gpm)	50	250
Pressure (psi) *	40	90
Temperature (°F)	40	90
Temperature (°F)	40	90

Pretreatment used (if any)	City Water (Cooling Tower Make Up)
----------------------------	------------------------------------

\* Pressure must be measured under flowing conditions at the inlet to the SUEZ equipment.

## 2.4 **Product Water Quality and Flow Data**

The following performance parameters are expected upon equipment start-up, based on the data listed in the influent quality table and design sections above.

#### DEMINERALIZERS

Maximum Flow Rate, gpm	50-250
Conductivity at 25°C, μS/cm	<0.5
Dissolved Silica as SiO2, ppb	<20

#### SOFTENERS

Maximum Flow Rate, gpm	50-250
Total Hardness as CaCO3, ppm	<1

## 2.5 Influent Water Variability

In the event that the influent water exceeds the specifications used in engineering this proposal or the water source changes, the ability of the water treatment system to produce the designed treated water quality and/or quantity may be impaired. If influent water is provided to the system, which does not meet the specifications shown above, and the equipment therefore does not meet the listed product water characteristics, the total value off any impacted asset of the contract shall be paid in full as described in this proposal. SUEZ shall endeavor to restore the full product water quality as soon as possible after the influent conditions have been restored. Any additional costs incurred by SUEZ resulting from a change in influent and any additional costs incurred, shall be fully reimbursed to SUEZ.

## 2.6 **Operational Basis**

Percentage	95

Down time for routine maintenance such as membrane cleaning, cartridge filter change outs, and pump maintenance must be allowed. All planned maintenance outages will be discussed with the site. They will be scheduled to have minimal impact on site requirements.



## 2.7 Waste Water Streams

The following streams are waste lines that will derive from the proposed equipment. The customer must dispose of all these streams and provide the required connections to drain as specified in Customer Scope of Supply section. Connection details of each line can be found in the SUEZ Scope of Supply section where the specification for each supplied unit is detailed.

Waste Line	Flow Rate, gpm or Volume, ga	Additional Comments
Trailer Initial Rinse	~ 2,000 – 5,000 gal	All trailers must be initially rinsed
		to meet effluent water specs
Trailer Final Drain	~ 2,000 – 5,000 gal	All trailers must be completely
		drained before returned to SUEZ
		Service Centers

## 2.8 Equipment Availability

SUEZ requires a two (2) week period notice from a technically and commercially clean order acceptance in order to prepare the equipment proposed in the SUEZ Scope of Supply section prior to dispatching it to the Customer site. We will however endeavor to expedite this. Once contract is in place, SUEZ will respond within 24 hours of customer request for trailer exchanges and services.



# 3 Commercial Offer

## 3.1 **Pricing Table**

Pricing for the proposed equipment, consumables, and / or services is summarized in the table below. All pricing is based on the operating conditions and influent water analysis that are detailed in the Technical & Engineering Details section of this proposal. **See Pricing Notes below for pricing clarification**.

#### DEMINERALIZERS

Qty	Description	Price	Units
Equipn	nent Processing Charge		
1	Mobile Media System (MobileFlow Demineralizer)	\$7,000.00	Per Trailer Ordered / Exchanged *Freight Included*
1	Mobile Media System (MultiFlow - 700 Demineralizer <u>OR</u> MultiFlow - 6000S Demineralizer )	\$5,200.00	Per Trailer Ordered / Exchanged * <b>Freight Included</b> *
1	Mobile Media System (VersaFlo Demineralizer - SDI)	\$9,020.00	Per Trailer Ordered / Exchanged *Freight Included*
Equipn	nent Service Charge(s) – After 7 days Free Lo	an -	
1	Mobile Media System (MobileFlow Demineralizer)	\$350.00	Per Day / Per Trailer * <b>After 7 days</b> *
1	Mobile Media System (MultiFlow - 700 Demineralizer <u>OR</u> MultiFlow - 6000S Demineralizer )	\$250.00	Per Day / Per Trailer * <b>After 7 days</b> *
1	Mobile Media System (VersaFlo Demineralizer - SDI)	\$350.00	Per Day / Per Trailer * <b>After 7 days</b> *
Minimu	um Term for Baseload Rates to Apply		
	Minimum Term:	2 (three) year	
O		3 (three) year	
Surcha			
	Refer to Appendix D		
Field S	ervice – On Site -		
	FSR Coverage	\$148.00	per hour, per person <u>MIN</u> 8hr/day/person <u>OR</u> 40hr/week/person
Freight	t		
	Included		



#### SOFTENERS

Qty	Description	Price	Units
Equipr	nent Processing Charge		
1	Mobile Media System (MobileFlow Softener)	\$7,500.00	Per Trailer Ordered / Exchanged *Freight Included*
1	Mobile Media System (MultiFlow - 700 Softener <u>OR</u> MultiFlow - 6000S Softener)	\$5,500.00	Per Trailer Ordered / Exchanged *Freight Included*
Equipr	nent Service Charge(s) – Emergency Rate Afte	er 7 days free lo	oan -
1	Mobile Media System (MobileFlow Softener)	\$350.00	Per Day / Per Trailer * <b>After 7 days</b> *
1	Mobile Media System (MultiFlow - 700 Softener <u>OR</u> MultiFlow - 6000S Softener)	\$250.00	Per Day / Per Trailer * <b>After 7 days</b> *
Minim	um Term for Baseload Rates to Apply		
	Minimum Term:	3 (three) year	
Field S	Minimum Term: Service – On Site -	3 (three) year	
Field S		3 (three) year \$148.00	per hour, per person <u>MIN</u> 8hr/day/person <u>OR</u> 40hr/week/person
Field S Freigh	Service – On Site - FSR Coverage		MIN 8hr/day/person

#### Optional Items

Qty	Description	Unit Price	Extended Price
1	Fire hose, 2 1/2" NST, 50' sections (3109224)	\$150.00	\$150.00

## 3.2 **Pricing Notes**

- 1. No credit for partially used or unused units. Exclusive of equipment service, FSR, and freight charges.
- 2. Exchanges of MobileFlow or MultiFlow units during the term of the contract will also be charged at the freight rate as quoted above. Additional freight charges, including, but not limited to, expedited freight, shipment during public holidays or any special circumstances shall be charged at extra.
- 3. All prices quoted are in USD.
- 4. The customer will pay all applicable local, state, provincial, or federal taxes and duties.
- 5. The equipment delivery date, start date, and date of commencement of operations are to be negotiated.
- 6. Commercial terms and conditions shall be in accordance with Appendix C.1 of this document.
- 7. This proposal and the rates provided herein are subject to final site, environmental, and financial due diligence by SUEZ.
- 8. This proposal supersedes all previous proposals and correspondence.
- 9. Equipment Service Charges to commence on actual delivery date at site.



- 10. The FSR coverage rate is to be billed for hours on site. Additional charges shall apply for standby FSR due to customer delays
- 11. PRICE MODIFICATION.

SUEZ WTS Services USA, Inc. shall adjust the service rates at each annual anniversary date. The anniversary date shall be based on proposal issue date. The prices shall be adjusted by the greater of: (i) 3%; or (ii) a combination of two BLS indices in which 50% of the payment amount shall be adjusted by an amount equal to the percentage increase of the Index for Chemicals and Allied Products (WPU06) plus 50% of the payment amount shall be adjusted by an amount equal to the percentage increase of the Index for Chemicals and Allied Products (WPU06) plus 50% of the payment amount shall be adjusted by an amount equal to the percentage increase of the Index for Total Private Average Hourly Earnings of Production - Workers Not Seasonally Adjusted (CEU050000008) (both indexes as reported by the US Dept. of Labor - Bureau of Labor Statistics).

All calculations shall be made using the most recent annual index values as reported by the US Dept. of Labor-Bureau of Labor Statistics at <u>http://data.bls.gov/cgi-bin/surveymost?wp</u>.

SUEZ WTS Services USA, Inc. retains the right to implement reasonable surcharges, or to adjust the service rates as applicable in the event of extraordinary cost increases for materials, parts, chemicals, etc. used in performance of the services. Customer shall adjust, or modify, the Purchase Order in a manner that adequately funds SUEZ WTS Services USA, Inc.'s continuous provision of authorized services as adjusted in accordance with these terms.

## 3.3 Field Service Coverage

The FSR(s) will work on site in accordance with local working time regulations. The FSR will manage their time such that they can respond to required callouts within their allowable working time. If however they are unable to complete all the required tasks within the allocated time then additional FSR cover may be required at a cost to CITY OF ROSEVILLE CALIFORNIA.

## 3.4 Term and Service Period

This Agreement shall enter into effect on <u>TBD</u> and shall continue in full force and effect until the Equipment leaves the Site (the "Term" of this Agreement).

This Agreement may be renewed prior to the expiration of the above stated Service Period by mutual agreement between the parties. Upon such renewal, all references made to the Service Period shall be deemed to include both the in the foregoing referred to initial Service Period as well as any renewal Service Periods as a whole. Notice for renewal shall be given in writing by Customer not less than seven (7) days prior to the expiration of the ongoing Service Period, otherwise the Service Period shall automatically terminate and the Equipment be returned to SUEZ in accordance with the terms and conditions of this Agreement.

## 3.5 Invoicing and Payment Terms

Payment terms are net 30 days from date of invoice.



## 3.6 Conditional Offering

Customer understands that this proposal has been issued based upon the information provided by customer, and currently available to, SUEZ at the time of proposal issuance. Any changes or discrepancies in site conditions (including but not limited to system influent water characteristics, changes in environmental, health, and safety (EH&S) conditions, and/or newly discovered EH&S concerns), Customer financial standing, Customer requirements, or any other relevant change, or discrepancy in, the factual basis upon which this proposal was created, may lead to changes in the offering, including but not limited to changes in pricing, warranties, quoted specifications, or terms and conditions. SUEZ's offering in the proposal is conditioned upon verification of Customer's EH&S conditions, financial standings, and other information.

## 3.7 Insight Data Transmission

SUEZ equipment will be outfitted with InSight, a Knowledge Management Solution, for the collection of performance data from select equipment. This data enables our customers to achieve success and overcome operational challenges including avoiding operational interruptions, reducing operating and maintenance costs including chemicals and energy, and optimizing operator efficiency. In the event SUEZ's equipment is outfitted with InSight, data transmission will occur wirelessly, requiring no communication wires, allowing quick setup and transmission of valuable operational data.(Example Below)





# 4 SUEZ Scope of Supply

The proposed treatment system consists of the components described in this section.

## 4.1.1 Mobile Media System

Model	MobileFlow Demineralizer
Application / Media Type Configuration	Cation/Anion/Mixed Bed Wheel Mount
e egal alle	

#### **Design Data**

Number of Media Tanks	6	
Minimum Flow	100 gpm	
Peak Flow	400 gpm	
Minimum Pressure Drop	12 psi	
Peak Pressure Drop	90 psi	
Operating Temperature	34-110 F	
Inlet Pressure	15-90 psi	

#### Materials of Construction

Tank Exterior	Carbon Steel
Tank Interior	Rubber Lined

#### Installation and Utility Requirements

Trailer, Tank Dimensions	43' L x 8' W x 13' 6" H, 60" dia
Service Inlet Connection	4" 150lb flange or 3 x 2.5" nst
Service Outlet Connection	4" 150lb flange or 3 x 2.5" nst
Backwash Connection	
Power Required	110V/20a
Shipping Weight Estimate	58000 lbs
Operating Weight Estimate	90000 lbs

#### **Features Included**

- Adjustable Pressure reducing valve
- □ Isolation valves on all pressure vessels
- Automatic shutdown system
- □ External audible alarms
- D Propane fueled, thermostat controlled, heating system
- Outlet resin trap

SAP Description	DEMINERALIZATION, STANDARD, MF
Prep Part Number	BMS1000236
Rental Part Number	BMS1000522



## 4.1.2 Mobile Media System

Model Application / Media Type Configuration	VersaFlo Demineralizer - SDI Cation/Weak Base Anion/Strong Base Anion/Mixed Bed Wheel Mount
Design Data	
Number of Media Tanks	20
Minimum Flow	100 gpm
Peak Flow	400 gpm
Minimum Pressure Drop	12 psi
Peak Pressure Drop	90 psi
Operating Temperature	34-120 F
Inlet Pressure	50-100 psi
Materials of Construction	
Tank Exterior	Fiberglass
Tank Interior	Ероху
Installation and Utility Require	ments
Trailer, Tank Dimensions	48' L x 8.6' W x 12' 8" H, 36" dia
Service Inlet Connection	3" or 4" 150lb flange
Service Outlet Connection	3" or 4" 150lb flange
Backwash Connection	
Power Required	110V/15a
Shipping Weight Estimate	49000 lbs
Operating Weight Estimate	80000 lbs
Features Included	

- Adjustable Pressure reducing valve
- □ Isolation valves on all pressure vessels
- Automatic shutdown system
- Outlet resin trap

SAP Description	DEMIN, STANDARD, VERSAFLO-16
Prep Part Number	BMS1000502
Rental Part Number	BMS1000678



## 4.1.3 Mobile Media System

Model	MultiFlow - 6000S Demineralizer
Application / Media Type	Cation/Anion/Mixed Bed
Configuration	Skid Mounted

4 75 gpm 225 gpm 16 psi 55 psi 34-119 F 15-90 psi

#### **Design Data**

Number of Media Tanks
Minimum Flow
Peak Flow
Minimum Pressure Drop
Peak Pressure Drop
Operating Temperature
Inlet Pressure

#### **Materials of Construction**

Tank Exterior	Carbon Steel
Tank Interior	Rubber Lined

#### Installation and Utility Requirements

B' W x 13' 6" H, 60" dia
)a
os
DS

#### Features Included

- □ Adjustable Pressure reducing valve
- □ Isolation valves on all pressure vessels
- Automatic shutdown system
- External audible alarms
- D Propane fueled, thermostat controlled, heating system
- Outlet resin trap

SAP Description	DEMIN, MIXED-BED,MF6000
Prep Part Number	BMS1000271
Rental Part Number	BMS1000553



## 4.1.4 Mobile Media System

Model Application / Media Type Configuration	MultiFlow - 700 Demineralizer Cation/Anion/Mixed Bed Skid Mounted
Design Data	
Number of Media Tanks	4
Minimum Flow	75 gpm
Peak Flow	250 gpm
Minimum Pressure Drop	16 psi
Peak Pressure Drop	65 psi
Operating Temperature	34-119 F
Inlet Pressure	15-90 psi
Materials of Construction	
Tank Exterior	Carbon Steel
Tank Interior	Rubber Lined
Installation and Utility Require	ments
Skid, Tank Dimensions	45' L x 8' W x 12' 6" H, 60" dia
Service Inlet Connection	2.5" nst
Service Outlet Connection	2.5" nst
Backwash Connection	
Power Required	110V/20a
Shipping Weight Estimate	45000 lbs
Operating Weight Estimate	53000 lbs
Features Included	

- Adjustable Pressure reducing valve
- □ Isolation valves on all pressure vessels
- Automatic shutdown system
- □ External audible alarms
- Outlet resin trap

SAP Description	DEMIN,STANDARD,MF700
Prep Part Number	BMS1000296
Rental Part Number	BMS1000578



## 4.1.5 Mobile Media System

Model	MobileFlow Softening
Application / Media Type	Cation - Sodium Form
Configuration	Wheel Mount

6

100 gpm 600 gpm 12 psi 90 psi 34-110 F 15-90 psi

#### Design Data

Number of Media Tanks
Minimum Flow
Peak Flow
Minimum Pressure Drop
Peak Pressure Drop
Operating Temperature
Inlet Pressure

#### **Materials of Construction**

Tank Exterior	Carbon Steel
Tank Interior	Rubber Lined

#### Installation and Utility Requirements

Trailer, Tank Dimensions	43' L x 8' W x 13' 6" H, 60" dia
Service Inlet Connection	4" 150lb flange or 3 x 2.5" nst
Service Outlet Connection	4" 150lb flange or 3 x 2.5" nst
Backwash Connection	
Power Required	110V/20a
Shipping Weight Estimate	58000 lbs
Operating Weight Estimate	90000 lbs

#### Features Included

- □ Adjustable Pressure reducing valve
- □ Isolation valves on all pressure vessels
- Automatic shutdown system
- External audible alarms
- D Propane fueled, thermostat controlled, heating system
- Outlet resin trap

SAP Description	SOFTENING,MF
Prep Part Number	BMS1000235
Rental Part Number	BMS1000521



## 4.1.6 Mobile Media System

Model	MultiFlow - 6000S Softener
Application / Media Type	Cation - Sodium Form
Configuration	Skid Mounted

#### Design Data

Number of Media Tanks
Minimum Flow
Peak Flow
Minimum Pressure Drop
Peak Pressure Drop
Operating Temperature
Inlet Pressure

#### **Materials of Construction**

Tank Exterior	Carbon Steel
Tank Interior	Rubber Lined

3 75 gpm 225 gpm 16 psi 55 psi 34-119 F 15-90 psi

#### Installation and Utility Requirements

28' L x 8' W x 13' 6" H, 60" dia
2.5" nst
2.5" nst
110V/20a
34600 lbs
42200 lbs

#### Features Included

- Adjustable Pressure reducing valve
- Isolation valves on all pressure vessels
- Automatic shutdown system
- External audible alarms
- D Propane fueled, thermostat controlled, heating system
- Outlet resin trap

SAP Description	SOFTENING,MF6000
Prep Part Number	BMS1000277
Rental Part Number	BMS1000559



## 4.1.7 Mobile Media System

Model Application / Media Type Configuration	MultiFlow - 700 Softener Cation - Sodium Form Skid Mounted
Design Data	
Number of Media Tanks	4
Minimum Flow	75 gpm
Peak Flow	250 gpm
Minimum Pressure Drop	16 psi
Peak Pressure Drop	65 psi
Operating Temperature	34-119 F
Inlet Pressure	15-90 psi
Materials of Construction	
Tank Exterior	Carbon Steel
Tank Interior	Rubber Lined
Installation and Utility Requirem	ents
Skid, Tank Dimensions	45' L x 8' W x 12' 6" H, 60" dia
Service Inlet Connection	2.5" nst
Service Outlet Connection	2.5" nst
Backwash Connection	
Power Required	110V/20a
Shipping Weight Estimate	45000 lbs
Operating Weight Estimate	53000 lbs
Features Included	

- Adjustable Pressure reducing valve
- □ Isolation valves on all pressure vessels
- □ Automatic shutdown system
- External audible alarms
- Outlet resin trap

SAP Description	SOFTENING,MF700
Prep Part Number	BMS1000303
Rental Part Number	BMS1000585



# 5 Customer Scope of Supply

All delivery or services not specified in the SUEZ Scope of Supply are included in the Customer Scope of Supply.

## 5.1 Safety and Environmental

- □ First aid and emergency medical response
- **U** Eyewash and safety showers in the water treatment area
- Chemical spill response
- □ Security and fire protection systems per local codes
- Environmental use and discharge permits for all chemicals/waste water streams at the customer facility either listed in this document or proposed for use at a later date
- Any special permits required for SUEZ or Customer employees to perform work related to the water treatment system at the facility
- All site testing, including soil, ground and surface water, air emissions, etc.
- Disposal of all solid and liquid waste from the SUEZ System
- □ The Customer will identify and inform SUEZ personnel of any hazards present in the work place that could impact the delivery of SUEZ's scope of supply and agrees to work with SUEZ to remove, monitor, and control the hazards to a practical level.
- □ The Customer will provide training to SUEZ's personnel on all relevant and standard company operating procedures and practices for performing work on site. Such training programs may include, but are not limited to, general environmental health and safety (EHS), HAZOP, fire protection, drug testing, incident notice, site conduct, standard first aid, chemical receiving, electrical safety, etc. Customer will provide a certificate of training for SUEZ personnel. This program will be fully documented, training materials will be provided, and attendance list will be kept.

## 5.2 Jobsite and Installation Review

- **Q** Review of SUEZ supplied equipment drawings and specifications
- Overall plant design, detail drawings of all termination points where SUEZ equipment or materials tie into equipment or materials supplied by others
- □ All easements, licenses and permits required by governmental or regulatory authorities in connection with the supply, erection and operation of the system
- All applicable civil design and works, including any building, site preparation, grading, excavations, foundations, and trenches and accessories
- □ All electrical labor and supplies leading up to and from the jobsite and between equipment, including power supplies and cables, control cables, fittings, conduit, supports, cable trays, wire and hardware, and air conditioned panels as required for installation and ongoing operations
- All labor and supplies leading up to and from the jobsite and between equipment, including fittings, conduit, supports, cable trays, wire and hardware required to appropriately ground / earth the equipment as required for installation and ongoing operations
- □ All mechanical labor and supplies leading up to and from the jobsite including connecting and interconnecting piping, heat tracing or winterization of equipment (if required), fittings, conduit, pipe supports, and hardware as required for installation and ongoing operations
- All instrumentation, control and automatic pneumatic valves including, but not limited to, air / sample line tubing, fittings, conduit, supports, isolating valves leading up to jobsite and between SUEZ-supplied skids and hardware as required for installation and ongoing operations



- □ Loading, unloading, lifting, positioning and transportation of the equipment and materials required for SUEZ to perform the duties outlined in the SUEZ Scope of Supply to the jobsite and/or warehouse
- All access structures (scaffolding) and mechanical lifting equipment (cranes, forklifts, and scissor lifts)
- Providing a suitable site/shelter for the placement of the proposed equipment, either inside appropriate housing, or outdoors. Note: electrical equipment, including the PLC, may require airconditioned rooms to prevent overheating of sensitive electronic equipment, depending on climatic conditions.
- Bulk chemical storage and tanks, including secondary containment in accordance with local codes
- Timely disposal of unused chemicals
- Receiving, off-loading, logging, and storing all chemicals and materials in accordance with Manufacturer's recommendation that are shipped to the site
- Compressed, oil and grease free instrument air for pneumatic valves and instruments
- Equipment anchor bolts if required.
- □ Telephone / fax / modem access for SUEZ staff while on site if required.
- Laboratory services, operating and maintenance personnel during equipment check out, start-up and operation if required.
- Any customer supplied hosing, interconnections, pipework must be suitable for operating pressures of up to 10 bar (145 psi).
- Pressure relief valving upstream of SUEZ equipment to stop pressure spikes (water hammer) from closing / stopping of downstream valves / pumps. SUEZ can supply this if requested.

## 5.3 Start-Up, Commissioning, and De-Commissioning

- □ Verification of removal of all residual debris from construction
- Provide an uninterrupted influent water and electrical supply to SUEZ for approximately 2 days in order to allow the commissioning of the supplied equipment
- □ Supply raw materials, chemicals and utilities during start-up and operation
- □ Telephone / fax / modem access for SUEZ staff while on site if required.
- Laboratory services, operating and maintenance personnel during equipment checkout, start-up and operation
- Provide an uninterrupted influent water and electrical supply to SUEZ for approximately 2 days in order to allow the decommissioning of the supplied equipment
- Provide compressed air and electricity in order to power site tools during installation assembly



## 5.4 **Facility Management**

- Warehouse storage space and facilities, as are available at the site, and are reasonably appropriate to store parts, consumables, tools, etc. in accordance with manufacturers' recommendations. Such warehouse storage space will be a segregated area, secured and protected from adverse climate as may be reasonably required. Customer will be responsible for risk of loss of SUEZ's parts while in storage at the site. Customer will maintain SUEZ's parts stored at the site free and clear of any and all liens of Customer and Customer's lenders, bondholders, contractors, and other creditors of any nature.
- □ Free access and egress of the facility for all authorized work for SUEZ staff
- Workshop facilities with standard workshop tools and equipment, as is reasonably appropriate, that are necessary to meet the repair and maintenance requirements of the system. Such equipment includes, but is not limited to, benches, vices, drill press, electric saws, hand tools, power tools, pneumatic tools, etc.
- All access structures (scaffolding) and mechanical lifting equipment (cranes, forklifts, and scissor lifts)
- Provide a location with suitable load bearing at Customer's facilities required for the Equipment and the operation thereof in its usual and customary manner and in such a way as to permit SUEZ to furnish the Service
- Adequate illumination and emergency lighting for all areas in which SUEZ staff will be executing the scope of supply
- Equipment for movement of chemical drums, totes, and resin, as is reasonable
- All site utilities such as raw water at appropriate pressure and flow rate, instrument quality air, potable water, and power required for operation of the proposed equipment included in this scope of supply as specified by SUEZ in this Agreement



# Appendix A. Acceptance

## A.1 How to Place an Order

To ensure accurate and prompt order entry, product delivery, billing and accounts receivable processing, please ensure your Purchase Order contains the following information:

1. Legal Entity: Please identify SUEZ WTS Services USA, Inc. as the 'Seller' on any Purchase Order(s).

Legal Entity:	SUEZ WTS Services USA, Inc.
	4545 Patent Road
	Norfolk, VA 23502
	USA

2. **Submit:** SUEZ requires a hard copy of the PO with full customer and order details – by postal mail, email, or fax. Communicate your PO to our central order processing department at:

E-Mail:	dl-wats-po@suez.com
Fax:	(757) 855-9631
Postal Mail:	SUEZ WTS Services USA, Inc. 4545 Patent Road Norfolk, VA 23502 USA

- 3. Details: Ensure your Purchase Order contains the following information:
  - a. **Proposal Number:** Please reference the Proposal # 475721AMC, REV4 dated 06/21/2022, in any purchase orders.
  - b. Quantity with units of measure (UOM) needs to be stated for each item listed in the PO.
  - c. **Unit Price and / or Total Price** need to be stated alongside the information so that the Purchase Order can be cross checked against any proposal detail.
  - d. Delivery Location (Ship-to Address): Please clearly define the delivery location.
  - e. **Delivery Date**: Please include your requested delivery date in your PO. Upon receipt of the PO the requested delivery date will be reviewed, if that date is achievable based upon current factory loading it will be confirmed back to you via the confirmation information indicated on your PO, if the requested delivery date is not achievable a representative will contact you to discuss how to proceed. If a delivery date is not included in your PO the next available production capacity will be utilized and confirmed back to you.
- Execute: Please sign and date below and include this page with your purchase order. Upon acceptance of the PO, SUEZ will sign and date this page and return it to CITY OF ROSEVILLE CALIFORNIA.

For: CITY OF ROSEVILLE CALIFORNIA	For: SUEZ WTS Services USA, Inc.
Name:	Name:
Signature:	Signature:
Date:	Date:

Proposal for the Roseville Energy Park



# 6 Invoicing and Remittance

## 6.1 **Preferred Invoice Delivery Method**

## To ensure prompt invoice handling, please indicate your preference:

- Receive invoices by Postal Mail Service
- Upload invoices to portal or send via email

#### For Postal Mail submission, please provide all of this information:

Name of Recipient	
Job Title of Recipient	
Telephone Number of Recipient	
Email Address of Recipient	
Company	
Operations Specific Site Name	
Address Line 1	
Address Line 2	
City	
State	
Zip Code	

For Portal Upload or Email submission, please provide all of this information:

Instructions	For Portal Upload, please attach instructions
Web Link Address	
Name and Job Title of Help Contact	
Email Address of Help Contact	
Telephone Number of Help Contact	



## 6.2 Invoice Processing

Please provide all information requested below.

Operation Lead, Engineer, Buyer who specified product and approves invoice for payment		
Person's Full Name		
Person's Title		
City		
Email Address		
Telephone Number		
Accounts Payable Administrative	Contact	
Person's Full Name		
Person's Title		
City		
Email Address		
Telephone Number		
Person who "codes" or "links" invoice to PO, department, or category		
Person's Full Name		
Person's Title		
City		
Email Address		
Telephone Number		



## 6.3 **Remittance of Payments**

In an effort to continuously serve you better, SUEZ would like to request your assistance for the following.

<u>Checks</u> – please include all remittance details for payment, including invoice numbers and amounts, to the following lockbox:

SUEZ WTS Services USA, Inc. P.O. Box 418930 Boston, MA 02241-8930

**<u>EFT</u>** – please send all remittance details for payments, including invoice numbers and amounts, to shd-wats-remit-nam@suez.com and include customer name and remit to total in the email subject line.

Additionally, please inform us at shd-wats-remit-nam@suez.com for any of the following important changes:

- Name, address, or contact information changes for your business
- Tax status changes, along with any relevant supporting forms
- Changes to how invoices are received, including location, method, and instructions

## 6.4 Future purchase Orders

Please do not change payment terms on any future purchase orders. Please reflect the payment terms outlined in the contact / proposal signed by the two parties. Altered payment terms will not be honored.



# Appendix B. Definitions

As used in this Agreement the terms below shall have the meanings as described below.

## **B.1** General Definitions

Agreement	shall mean the terms and conditions contained in this Proposal, including its Attachments as a whole
Delivery and Removal Charge	The rate specified, usually cost per mile, to deliver and remove the SUEZ unit from the Customer's location. For either delivery or removal, the cost is computed based upon the distance from the SUEZ service center to the Customer's location and the same mileage from the Customer's location to the SUEZ service center (round trip).
Effluent Water	shall mean the treated water delivered from the Equipment to Customer's storage tank or point of use, resulting from the treatment of Influent Water under the terms and conditions of this Agreement
Equipment	shall mean the mobile treatment equipment as further detailed in the SUEZ Scope of Supply section of this proposal
Field Service Representative	An employee of SUEZ who has been professionally trained to operate and maintain SUEZ's equipment. This employee is also able to provide a wide array of analytical services with SUEZ supplied instruments
Influent Water	shall mean Customer's influent water or fluids to be provided by Customer at the inlet of the Equipment, and subject to treatment under the terms and conditions of this Agreement
Minimum Processing Charge	A minimum fee, per unit delivered, generally exclusive of Field Service Representative, service, and delivery and removal charges, that applies when the processing charge is expressed as a cost per 1,000 gallons or
	other unit of volume. The minimum covers mobilization and preparation of the unit and is charged only when gallons processed times the processing charge yield less than the stated minimum.
Mobilization Charges	the unit and is charged only when gallons processed times the processing
Mobilization Charges Preparation Charge	the unit and is charged only when gallons processed times the processing charge yield less than the stated minimum. Price charged for the supply of project specific equipment required for the
-	<ul><li>the unit and is charged only when gallons processed times the processing charge yield less than the stated minimum.</li><li>Price charged for the supply of project specific equipment required for the operation of the water treatment plant.</li><li>A fee charged for labor and materials to prepare equipment to meet specific</li></ul>
Preparation Charge	<ul><li>the unit and is charged only when gallons processed times the processing charge yield less than the stated minimum.</li><li>Price charged for the supply of project specific equipment required for the operation of the water treatment plant.</li><li>A fee charged for labor and materials to prepare equipment to meet specific Customer requirements. May also be identified as a Set-up Charge.</li><li>A fee charged for the processing of a fluid through equipment supplied by SUEZ. This fee may be expressed as a cost per unit of volume, cost per</li></ul>

🧑 suez	Water Technologies & Solutions
Services	shall mean the overall services to be provided by SUEZ, as consisting of the deployment and provision of the Equipment and corresponding processing services relating to the treatment of Influent Water as further detailed in the SUEZ Scope of Supply section
Site	shall mean Customers premises at CITY OF ROSEVILLE CALIFORNIA ROSEVILLE, CA United States
Surcharge	A temporary fee charged to recover unusual increase in cost of production or distribution materials. The fee is based on a sliding scale index.
Unit/System/ Equipment	Generally referred to as a piece or array of fluid treatment equipment, which may be of either mobile or fixed-base design.
Waste Water	shall mean the waste generated from the Equipment to Customer's drain resulting from the treatment of influent water.

## **B.2** Field Service Representative Charges

Per HourWhen required or requested by the Customer, SUEZ will bill the Customer<br/>for all hours worked by the Field Service Representative while on-site at<br/>the Customer's location. Unless otherwise specified, a minimum of eight<br/>(8) hours per 24-hour day will be charged while the Field Service<br/>Representative is engaged by the Customer, whether the Field Service<br/>Representative is required to report to the Customer's location, or remain<br/>in the local area on stand-by. A daily log sheet is provided by SUEZ for the<br/>Customer's use in accounting for hours worked or charged for. The hourly<br/>rate is the same for straight time, overtime, holidays, or weekends.



# Appendix C. Conditions of Contract and Warranties

#### SELLER:

SUEZ WTS Services USA, Inc. 4545 Patent Road Norfolk, VA 23502 USA

#### BUYER:

CITY OF ROSEVILLE CALIFORNIA 5120 PHILLIP RD ROSEVILLE, CA 95747-9116

As used in the Terms and Conditions, the term "Goods" shall mean materials as outlined in the SUEZ WTS Services USA, Inc. Scope of Supply section of this proposal.



## C.1 Attachment 1 - Terms and Conditions of Contract



#### **Contract Purchase Agreement 3001269**

Supplier Details:

Company Suez WTS Services USA Inc Contact Address 3734-B Imperial Way

Stockton, CA 95215

Submit your response to:

Company Contact Address	City of Roseville "Becky" Rebecca Philipp Purchasing Division
	2075 Hilltop Circle
	Roseville, CA 95747
Phone	(916) 774-5724
Fax	(916) 774-5736
E-mail	BPhilipp@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - By owner

Partnership	-	Any general partner
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Corporation - Two options:

A signature from the President and the corporate seal; OR

(2) One signature from the Chairman of the Board, President, or any Vice President <u>AND</u> one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

\*General Manager, Office Manager and/or Sales Manager are not corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



# Appendix D. Surcharge Table

Caustic Surcharge- Currer	nt Rate To Be Provided Upo	n Request	
Published Price*	Surcharge per Unit	Surcharge per Unit Ordered	Surcharge per Unit
\$/Ton F.O.B. Terminal	Ordered VersaFlo®	MobileFlow®	Ordered MultiFlow®
Membrane Cell Caustic			#60000S
\$399 or Less	\$	\$	\$
\$400-\$449	\$71.00	\$ 50.00	\$ 35.00
\$450-\$499	\$157.00	\$ 110.00	\$ 75.00
\$500-\$549	\$242.00	\$ 170.00	\$ 115.00
\$550-\$599	\$327.00	\$ 230.00	\$ 155.00
\$600-\$649	\$412.00	\$ 290.00	\$ 195.00
\$650-\$699	\$498.00	\$ 350.00	\$ 235.00
\$700-\$749	\$583.00	\$ 410.00	\$ 275.00
\$750-\$799	\$668.00	\$ 470.00	\$ 315.00
\$800-\$849	\$753.00	\$ 530.00	\$ 355.00
\$850-\$899	\$838.00	\$ 590.00	\$ 395.00
\$900-\$949	\$923.00	\$ 650.00	\$ 435.00
\$950-\$999	\$1,010.00	\$ 710.00	\$ 475.00
\$1000-\$1049	\$1,094.00	\$ 770.00	\$ 510.00
\$1050-\$1099	\$1,179.00	\$ 830.00	\$ 550.00
\$1100-\$1149	\$1,264.00	\$ 890.00	\$ 585.00
\$1150-\$1199	\$1,349.00	\$ 950.00	\$ 625.00
\$1200-\$1249	\$1,435.00	\$ 1010.00	\$ 665.00

\* Surcharges are determined by current published prices provided by IHS Markit for membrane grade caustic. This information can be provided upon request. The caustic surcharge will be determined by the market price at Chicago, IL, effective on the first day of the month in which the service is provided.



# Appendix E. Field Service Support

## E.1 Customer Operated Jobs\*

When contracting for a SUEZ water treatment system without the services of a SUEZ Field Service Representative (FSR), the customer will be responsible to verify several parameters upon delivery of the equipment, including but not limited to:

- The equipment is secure and in good working order
- The shutdown features and alarms are activated and functioning
- Operating parameters are within the specific limits
- And the effluent water quality meets the required specifications

After verification of the above parameters and commencement of operation, water quantity and quality issues are the customer's responsibility.

#### SUEZ services include:

- Guaranteed effluent water quality upon equipment delivery
- 24 hour, 365 day per year technical assistance from SUEZ's Logistics and Customer Service departments
- Emergency back-up equipment
- Emergency replacement parts
- Written equipment start-up and operational procedures
- Training for the operators

#### Customer responsibilities include:

- Daily operating labor
- Effluent water quality and quantity monitoring
- FSR transportation, labor, and per diem for all service calls
- Daily equipment readings
- Transmission of equipment readings to SUEZ's Logistics department
- Routine maintenance and repair labor
- Instrument calibration

#### Daily housekeeping

- Maintain influent water within the specified parameters
- Site access and security
- Site suitable for water treatment equipment
- Emergency first aid

Optional services available: Services of a SUEZ FSR, trained in water treatment theory and operation by SUEZ, are available at the request of the customer to:

- Provide equipment installation assistance and start-up services
- Operate and monitor equipment performance to guarantee effluent water quality and quantity
- Manage water inventory
- Provide repair services
- Troubleshoot problems



To increase FSR coverage, schedule service, order equipment, or request technical or field assistance, contact SUEZ:

In the US: (757) 855-9000 or US toll-free (800) 446-8004 In the EU: +800 4300 0043 In the ANZ: +1800 064 140 For other countries: +44 (0) 1733 394555

Daily readings can be faxed to SUEZ's Logistics department: In the US: (757) 855-1478 In the ANZ: +1800 648 530 For other countries: +44 (0) 1733 390179 \* Customer operated applies when the customer has not contracted for scheduled FSR site visits.

## **E.2** Mobile Equipment Maintenance Requirements

The following tables contain the standard maintenance requirements for EMEA Mobile equipment. The frequencies are a guideline and may require adjustment depending on customer water quality or other environmental conditions.

These tasks should be completed either by SUEZ Field Service Representatives or customer assigned operators. Delegation of the tasks will depend on the level of FSR cover included in the service package.

Standard Operations Tasks			
Task	Frequency	Time for task	
Take and record Equipment Readings (flows & pressures)	3 times every 8 hours	5 minutes	
Complete issued Readings Spreadsheets and transmit to Mobile Service or upload to Insight Data Portal	Once per day	30 minutes	
Take and record Feed water Conductivity Reading	1 time every 8 hours	5 minutes	
Take and record Feed water CO2 Reading	1 time every 8 hours	5 minutes	
Take and record product water silica using Spec20	1 time every 8 hours	20 minutes	
Check/Change Product Filter Bag	Check Weekly Change >0.5 Bar DP or monthly	10 minutes	

## E.2.1 MobileFlow Equipment

All Demineralizers		
Standard Maintenance Tasks		
Task	Frequency	Time for task
Calibrate Anion & Mixed Bed Vessels Conductivity Probe	Every 3 Months	30 minutes
Complete issued Readings Spreadsheets and transmit to Mobile Service	Once per day	30 minutes



All Softeners			
Standard Operations Tasks			
Task	Frequency	Time for task	
Take and record Equipment Readings (flows & pressures)	3 times every 8 hours	5 minutes	
Complete issued Readings Spreadsheets and transmit to Mobile Service or upload to Insight Data Portal	Once per day	30 minutes	
Take and record Feed Water Conductivity Reading	1 time every 8 hours	5 minutes	
Take and record feed and product water hardness level	3 time every 8 hours	5 minutes	

All Softeners				
Standard Maintenance Tasks				
Task	Frequency	Time for task		
Product Filter Bag	Change >0.5 Bar DP or monthly	15 minutes		
Calibrate Anion and Mixed Bed Vessels Conductivity Probe	Every 3 months	30 minutes		
Complete Issued Readings Spreadsheets and transmit to Mobile Service	Once per day	30 minutes		

## E.3 Common System Work Totals

System	Total Daily Cover Required (hours)	Daily Customer Time with Daily FSR Visit (hours)	
MobileFlow Demin	2.25	1.5	2.25
Reverse Osmosis (240 2 Pass)	3.95	1.5	3.9
2PRO>MFDI	6.2	3	5.15
MobileFlow Filter	5	2.95	5
MF Filter>RO	8.95	4.45	8.95
MF Filter>RO>MFDI	10.55	15.95	16.2

Assumptions:

- Cover estimations are based on a 24 hour period
- Tasks not completed simultaneously
- Long term maintenance is based on best case and averaged out per day
- Filter is assumed to have a complete backwash per day
- Task duration times are based on execution by an experienced SUEZ Field Service Engineer carrying them out