

City of Ann Arbor: General Terms and Conditions

The following General Terms and Conditions shall apply to all purchases by or on behalf of the City of Ann Arbor unless specifically provided otherwise on the front of this Document:

Tax Exemption: The City of Ann Arbor is tax exempt, ID# 38-6004534.

Acceptance of Contract: This order is the City's contract to purchase the goods and services described on the Proposal for the Ozone System Upgrade and Ozone Generation Equipment attached as Exhibit A ("the Proposal") which is expressly incorporated herein, but in the event of any conflict between the Proposal and these Terms & Conditions, the latter shall control. The City's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this purchase order and the incorporated Proposal. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made part hereof as Exhibit B.

Duration: Vendor shall commence performance on _____ ("Commencement Date"). This contract shall remain in effect until satisfactory completion of the services specified in Exhibit A unless terminated as provided in this Contract.

Amendments: No agreement or understanding to modify this contract shall be binding upon the City unless in writing and signed by the City's authorized agent.

Delivery: All prices must be F.O.B. delivery point. Vendor agrees to deliver the goods and services in accordance with the estimated delivery schedule set forth in the Proposal. Time is of the essence on this contract. If delivery dates cannot be met, the Vendor agrees to advise the City, in writing of the earliest possible shipping date. The City reserves the right to cancel or purchase elsewhere and hold the Vendor accountable.

The place of delivery specified herein shall be firm and fixed, provided that City may notify Vendor no later than forty-five (45) days prior to the scheduled shipment date of the Equipment of an alternate point of delivery, City shall compensate Vendor for any additional cost in implementing the change. If any part of the Equipment cannot be delivered when ready due to any cause not attributable to Vendor, City shall designate a climate-controlled storage location, and Vendor shall ship such Equipment to storage provided that Vendor notifies City of the inability to deliver the Equipment no later than thirty (30) days prior to the scheduled shipment date of the Equipment. Title and risk of loss shall thereupon pass to City and amounts payable to Vendor upon delivery or shipment shall be paid by City along with expenses incurred by Vendor. City shall pay directly all costs for storage and subsequent transportation.

Vendor shall not be liable nor in breach or default of its obligations under this contract to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Vendor, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of City or City's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labour disputes, or transportation shortages. The delivery or performance date shall be extended until the cause of the delay is resolved, .. plus such additional time as may be necessary to overcome the effect of the delay.. If Vendor is delayed by any acts (or omissions) of City, or by the prerequisite work of City's other contractors or suppliers, Vendor shall be entitled to an equitable adjustment in schedule and/or performance, as applicable.

Risk of Loss: Regardless of F.O.B. point, the Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to delivery or acceptance

by the City, whichever is later. No such loss, injury, or destruction shall release the Vendor from any obligations hereunder.

Inspection: Goods and materials must be properly packaged. Damaged goods and materials will not be accepted. The City reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. All rejected goods shall be returned to the Vendor at no cost to the City, whether the damage is readily apparent at the time of delivery or later. The City's acceptance is conditioned on such inspection.

Patents and Copyrights: If an article sold and delivered to the City hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the City, from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the City in violation or right under such patent or copyright.

City will not, without Vendor's advance written consent, subject Equipment to any type of reverse engineering. Vendor retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables (including the Equipment) supplied or developed under this Agreement. City agrees that it will not file patent applications on the Equipment or any development or enhancement of the Equipment, or of processes and methods of using the Equipment, without Vendor's express prior written permission. City further agrees that in any event any such patents will not be asserted against Vendor or its other Buyers based upon purchase and use of such Equipment. Vendor grants to City a non-exclusive, non-terminable, royalty free license to use the intellectual property embedded in Equipment delivered to and paid for by the City, as well as any drawings, design or data delivered to and paid for by the City, for the purposes of owning, financing, using, operating and maintaining the relevant Equipment at City's site.

Uniform Commercial Code: All applicable portions of the Michigan Uniform Commercial Code shall govern contracts for goods with the City of Ann Arbor; except as modified by contract documents.

Non-waiver of Rights: No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

Material Safety Data Sheets: Applicable Material Safety Data Sheets, in compliance with OSHA/MIOSHA hazard communication regulations/standards, must be provided by the Vendor to the City at the time of purchase.

Assignments: The Vendor agrees not to assign or transfer this contract or any part thereof without the written consent of the City of Ann Arbor, acting through its authorized representative. Any termination.

Laws Governing, Severability: This contract shall be governed by and construed according to the laws of the State of Michigan. Vendor agrees to submit to the jurisdiction and venue of the Circuit Court of Washtenaw County, MI, or if original jurisdiction is established, the U.S. District Ct. for Eastern District of MI, Southern Division. The Vendor stipulates venues referenced are convenient and waives any claim of non-convenience. If any term herein is found to be ineffective, unenforceable or illegal under any present or future laws, such term shall be fully severable, and the remaining terms shall not be affected and shall remain full force and effect.

Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage requirements and/or the Davis-Bacon Act as amended.

Living Wage: It shall be the responsibility of the Vendor to comply, when applicable, with the City of Ann Arbor's Living Wage Ordinance as defined in Chapter 23, Section 1:811-1:821.

Non-Discrimination: It shall be the responsibility of the Vendor to comply, when applicable, with, all State, Federal and Local non-discrimination laws, including MCL 37.2209 and Section 9:158 of the City Code.

Indemnification: To the fullest extent permitted by law the Vendor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees, for physical damage to third party property or injury to persons, including death, to the extent caused by Vendor's negligence, associated with Vendor's performance of this contract or anyone acting on the Vendor's behalf under this contract. The Vendor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. This indemnity survives delivery and acceptance of the Vendor's goods and services.

Notwithstanding anything else contained in this Agreement, to the maximum extent permitted by law, and regardless of whether a claim is based in contract (including warranty or indemnity), extra-contractual liability, tort (including negligence or strict liability), statute, equity or any other legal theory:

The total liability of the Vendor and of its insurer for all claims arising out of or relating to the performance or breach of this agreement or use of any equipment or services shall not exceed the total price paid by City under this agreement;

In no event shall Vendor be liable for any loss of profit or revenues, loss of production, loss of use of equipment or services or any associated equipment, interruption of business, cost of capital, cost of replacement water or power, downtime costs, increased operating costs, claims of City's customers for such damages, or for any special, consequential, incidental, indirect, punitive or exemplary damages.

Warranty: The Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this contract, including the proposal attached as Exhibit A and the drawings, specifications, and other standards attached as Exhibit B. Vendor further warrants that its equipment shall be free from defects in material workmanship for a period of twenty-four (24) months from completion of Functional Demonstration Tests or thirty-six months from the date its equipment is shipped, whichever occurs first (with the exception of any extended warranties included elsewhere in the Proposal). In addition, the Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended and that the quality of services under this Contract shall be of the level of quality performed by persons regularly rendering this type of service.

City shall promptly notify Vendor in writing of any claim for breach of these warranties, and City shall make the defective item available to Vendor.

Vendor's warranty does not cover the results of improper handling, storage, installation, commissioning, operation or maintenance of the Equipment by City or third parties, repairs or alterations made by City without Vendor's written consent, influent water which does not comply with agreed parameters, or fair wear and tear.

The warranties and remedies set forth in this article are in lieu of and exclude all other warranties and remedies, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.

Warranty of Title: Vendor warrants and guarantees that upon payment title to all equipment covered by any invoice submitted to the City will pass to the City free and clear of all liens.

Payment Terms: The City of Ann Arbor's payment terms are net 30. The payment date will be calculated based on the invoice receipt date or delivery date, whichever is later.

- 10% with submission of shop drawings
- 80% upon respective delivery (ies) of equipment
- 10% on equipment commissioning and testing

Payments: All invoices for goods and services shall be emailed to accounts payable@a2gov.org. Mailed invoices shall be addressed to the City of Ann Arbor, Accounts Payable, P.O. Box 8647, Ann Arbor, MI 48107, as indicated on the front of this purchase order. Invoices must include the Vendor's name, phone number, and clearly listed item descriptions, quantities and units of measure. The Vendor acknowledges and understands that invoices not addressed as stated above shall have the net 30 begin once the invoice is received by Accounts Payable.

Compliance with Laws: The Vendor certifies that in performing this contract it will comply with all applicable provisions of Federal, State and Local laws, regulations, rules and orders.

All permits, authorizations, and licenses which are required to construct, install and/or operate City's facility or equipment, to use the Equipment, or to manage and dispose of any wastes, discharges, and residues resulting from City's use of the Equipment, shall be obtained and maintained by City at City's sole expense.

Termination for Cause: In the event the Vendor fails, at any time, to comply with, fully perform or strictly adhere to any covenant, condition or representation contained within the contract, the City shall have the right to give written notice to Vendor of such failure. If such failure is not cured to the City's satisfaction within ten (10) business days from the time of delivery to Vendor of such notice, the City shall have the right to terminate immediately without the requirement of a further notice.

Bonds: Bonds will be required from the Vendor as follows: (1) a Performance Bond to the City of Ann Arbor for the amount of the bid(s) accepted; (2) a Labor and Material Bond to the City of Ann Arbor for the amount of the bid(s) accepted. Bonds shall be executed on forms supplied by the City in a manner and by a Surety Company authorized to transact business in Michigan and satisfactory to the City Attorney. Forms of Bonds attached as Exhibit D.

Insurance Requirements: The Vendor shall procure and maintain from the Commencement Date, through the conclusion of this Contract, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Vendor, any subcontractor, or anyone employed by them directly or indirectly. Prior to the Commencement Date of this Contract, Vendor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating that it has obtained the policies and endorsements required by Exhibit C. Vendor shall add registration@mycoitracking.com to its safe senders list so that it will receive the necessary communication from myCOI. When requested, Vendor shall provide the same documentation for its subcontractor(s) (if any).

Any insurance provider of Vendor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V." Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR
SUEZ TREATMENT SOLUTIONS, INC.

By _____

Its

Date: _____

FOR THE CITY OF ANN ARBOR

Approved as to substance

Brian Steglitz, P.E., Interim Public Services Administrator

Milton Dohoney Jr., Interim City Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

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Exhibit A
Proposal

Note: Preparation of shop drawings was previously authorized as part of a separate Purchase Order.
Total compensation for this agreement shall not exceed \$754,500.00.



**Ozone System Upgrade
Ozone Generation Equipment**

Proposal 487815 Rev. 2

**Ann Arbor, MI
Ann Arbor WTP**

February 10, 2022

Contact information:

Prepared By:

SUEZ TREATMENT SOLUTIONS, INC

William Nezgod / Dan Pence

Tel: 908-303-7377 /

Email: william.nezgod@suez.com
daniel.pence@suez.com

Local Sales Representative:

Hamlett Engineering Sales

Glenn Hummel

Tel:

Email: glenn.hummel@hesco-mi.com

February **10**, 2022

Mr. Glen Wiczorek, PE
Senior Utilities Engineer
City of Ann Arbor
919 Sunset Rd. | Ann Arbor, MI 48103

Re: Ozone System Upgrade – Ann Arbor WTP
Ann Arbor MI
PSU Replacement/O3 Dielectric Replacement
Proposal 487815 **Rev. 2**_Ann Arbor MI

Dear Mr. Wiczorek:

Thank you for your continued interest in the products and services of SUEZ Treatment Solutions, Inc. for the replacement of the existing PSU's and dielectrics. Based upon the most recent information emailed to us, below please find the ozone generator capacities with the various CW temperatures available. We have determined the best option for the plant is to go with the 200KW Power Supply Units (layout drawing attached). Below are given the maximum ozone production rate operating at two different operating conditions:

1. Maximum ozone production rate for three ozone generators with the 100 ton chiller
 - 825 lbs/day @ 10% O₃ by weight with 50 deg F CW
 - Max. heat load per ozone generator/PSU is 32.1 tons of chiller capacity allowing for three ozone generators/PSU's to operate at or below the 100 ton chiller capacity.
 - Cooling water flow rate for ozone generator/PSU is 87 gpm
2. Maximum ozone production rate based on plant cooling water at 70 deg F
 - Approximately 810 lbs/day @ 10% O₃
 - Cooling water flow rate for ozone generator/PSU is 87 gpm
3. The maximum power draw for the two above stated operating conditions are as follows:
 - 825 lbs/day @ 50F CW operates at **approximately** 160 FLA
 - 810 lbs/day @ 70F CW operates at **approximately** 170 FLA

Note: Both of these operating conditions are well within the 300 Amp current circuit breaker rating and no changes will be required for the main CB or power wiring.

4. With reference to the size of the new Power Supply Units it would appear that there should be no issue moving the units into place and the real issue is getting the existing PSU's out of the ozone equipment room.

The proposal is based on replacing the two existing power supply units with two (2) new 200KW power supply units, new IGS dielectrics and internals for two of the four ozone generator vessels.

The upgrade will allow for a significant increase in ozone production or concentration or both depending on what the future requirements are for the plant.

Note: Any changes in Rev. 1, **2** of the proposal are shown as ***bold italic typeface*** for changes or additions and ~~strikes throughs~~ for deletions.

Below is a description of the equipment and services to be provided at the different plants:

I. SITE VISIT TO WATER TREATMENT PLANT

A site visit by SUEZ Service Engineer has been provided to determine the work required at the site for the upgrade project, specifically the phasing in of the new equipment and what work needs to be done by the Contractor to install the new PSU's.

II. TWO (2) NEW POWER SUPPLY UNITS, DIELECTRICS AND VESSEL INTERNALS

In accordance with Item No. II above, SUEZ Treatment Solutions shall provide the following:

A. Engineering Shop Drawings

SUEZ shall provide the Engineering Shop Drawings for review to allow for release of long-lead materials immediately upon issuance of the purchase order for equipment and services.

B. Power Supply Units Replacement Work

1. Power Supply Units Replacement (PSU No. 1 and 2)

- Two (2) new SUEZ model ozonia® IPS-16-0200-WE-12 IGBT based Power Supply Units (PSU) to replace existing PSU no. 1 and 2.
- PSU's are provided in a painted steel NEMA-12 enclosure.
- OGCP PLC is based on an Allen Bradley CompactLogix Series 5380 PLC with 5069-L320ER CPU
- OGCP has a PanelView Plus 7 **Performance 12** in Operator Interface (OIT)
- Communication Hardware: **Extreme Networks model Product # 16801**
- Manual isolation valves (provided loose for installation by others)
- One (1) set of spare parts for one (1) PSU has been included.
- This is based on our standard design.
- ***The control portion of the Power Supply Unit is being provided in such a way that it will easily integrate itself into the existing system, as demonstrated on the original drawings dating back to 1995. That is, the connexion to the ozone system control will be hardwired, as it is right now. In addition, the unit will be able to be converted to a "network" interface with the ozone control system with little to no physical changes to the unit. The majority of the changes will be done in the PLC program of the Power Supply Unit, to disable/turn-off the hardwired interface and transfer those to an Ethenet/IP-based transfer table. This can be done at the opportune moment, if and when the end-user choses to proceed with such a change at the ozone control system level.***

The Power Supply Unit will not be equipped with a third-party power monitor. Power monitoring is embedded in the PSU's power converter technology

The Power Supply Unit will not be equipped with a physical "hours counter". A cumulative elapsed running time meter is a PLC function and the data is available at the local operator interface.

All readings, be it process, electrical or otherwise, will be available at the local operator interface and not via local gauges.

- ***The Power Supply Unit will require up to 8 gpm when running at full capacity.***
- There is no site installation or wiring work included. Client to provide contractor for all site installation. SUEZ shall provide engineering information in the submittal drawings to be used by the Installing Contractor for installation procedures. SUEZ shall provide commissioning services as described later in the proposal.

Note: Client may request an additional trip for installation oversight services once equipment arrives at the job site.

C. Power Junction Box

As per the attached drawing SUEZ has included two (2) Power Junction Boxes for the Power Cables (480V, 3ph, 60 hz) from the MCC to the PSU. Utilizing this approach saves having to run new wires from the MCC to the PSU's. The Junction Boxes are provided in NEMA 12 painted steel enclosures.

Note: Only the junction box is included in the SUEZ scope of supply. Conduits and wires will need to be provided by the Contractor.

D. PSU Surge Protection

SUEZ shall provide Surge Protectors on the Inlet 480V, 3ph, 60hz power supply to the Power Supply Units. Equipment shall be as follows:

- ***Short Circuit Current Rating: 65kA***
- ***Nominal Discharge Current: TBD***

E. High Voltage (HV) Cables

- Two (2) sets of HV cables and termination hardware between new PSU's and existing ozone generator vessels.
- Two (2) sets of HV bushing, rods, HV boxes to be used for replacement as necessary to meet necessary current capacity and latest Electrical codes.

F. Ozone Generator Dielectrics and Internals

- Two (2) sets of Dielectrics and Internals to include the following:
- 510 x ozonia® AT dielectrics: IGS Dielectrics
- 170 x ozonia® AT dielectrics: LG Dielectrics
- 170 x ozonia® P/N Z0322-H01 Dielectric fuses
- 2 x sets (170 rods in total) Generator internals including rods, hardware, etc.
- 2 x ozonia® Insulator and rod High Voltage insulator and new conductors (if required)
- 2 x ozonia® HV Bushing High Voltage bushing (if required)
- 2 x sets O-rings Vessel End Cover

Common project cost:

- All Engineering, including project management, drawings and modification of existing PLC program and for the new HMI program

G. Spare Parts

SUEZ shall provide the following spare parts as part of the equipment supply:

- **Thirty-four (34) Ozone Generator Dielectrics – 10% of the dielectrics in one ozone generator**
- Twenty (20) Dielectric Fuses
- One (1) set of PSU spare parts including fuses and replaceable circuit boards.

H. Site Services

- One (1) two-day trip for installation inspection
- **Two (2) Installation Oversight visits, one trip of two (2) days on site for each of the PSU / ozone dielectric upgrades.**
- Two (2) five-day trips (total of 10 days) for start-up, commissioning and training for PSU upgrade
- Two (2) trips (for a total of 20 man-days on site) for dielectric replacement
- **One (1) Performance Testing for the two PSU / Dielectric upgrades after the second unit is in operation. The Performance Testing can be done either end the end of the commissioning of the second unit or in a separate trip.**

I. Additional Services

- Additional services are available at \$ 1460 per day plus travel and living expenses.

IV. MEETINGS AND CONTROLS UPGRADE

At this time, we are not sure if there will be any Integration Services required to integrate the new PSU's into the existing Control System. As long as there is no modification in the operation of the plant, there should be a minimal amount of time to bring the PSU's into the plant controls.

We can cover this in a conference call once you have time to review this latest proposal.

- **Phone support service for Integration before, during and after commissioning of the new PSU's.**
- **Currently there is no additional site time (other than specified above) for Integration Services**

V. PERFORMANCE GUARANTEES AND WARRANTIES

A. Production Guarantee

SUEZ will guarantee the ozone production rates as stated above.

B. Warranties

- a. The equipment listed above shall have a warranty of 12 months from substantial completion or eighteen (18) months from delivery of equipment, whichever occurs first.
- b. There shall be a five (5) year warranty on the PSU inverter/converter module
- c. There shall be a five (5) year warranty on the ozone generator dielectrics

VI. CLARIFICATIONS

1. None at this time.

VII. OPTIONAL EQUIPMENT / SERVICES

1. ***Performance Bond for the value of the Contract.***
2. ***Allowance for Miscellaneous Services and Materials.***

Please let us know if you have any questions or require additional information at this time.

Very truly yours,
SUEZ Treatment Solutions, Inc.



William Nezgod
Senior Sales Manager – Engineered Ozone Plants

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 ONA such Field Service or technical advice during installation or start-up of the Products, in which case Purchaser agrees to pay ONA for Work Time, Travel Time and Standby Time based on (1) STSIs "per diem" rates in effect at the time the service is performed; (2) the expenses of each ONA 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 ONA 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	\$ <u>1460.00</u> Per <u>day</u>
PROGRAMMING SERVICE	\$ <u>1500.00</u> Per <u>day</u>
	\$ _____ Per _____

TIME DEFINITIONS

(a) Work Time - shall include all hours that ONA 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 ONA 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 ONA 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 ONA for all the traveling and living expenses and all other expenses of each ONA employee incidental to the work.

TERMS AND CONDITIONS

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

(2) Terms of Payment - Purchaser shall pay ONA immediately upon receipt of invoices covering the time and expenses of STSI's employees furnished for such services. OVERDUE PAYMENTS NOT RECEIVED BY STSI 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 - STSI 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 STSI employee is postponed or suspended by Purchaser, or is delayed or does not proceed with reasonable dispatch, due to no fault of STSI, STSI 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 STSI because of this shall be an additional charge to Purchaser.

(5) Limitation of Liability - STSI 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. STSI SHALL NOT BE LIABLE IN ANY EVENT FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE.

SELLING PRICE: _____ (See below)

I: Site Visit – SUEZ - Leonia, SUEZ - Montreal	\$ _____ Included below (*)
II: Item A: Shop Drawings	\$ <u>72.000</u> (*)
Items B – G : Two (2) new PSU's, Dielectrics, Internals, Spare Parts, Services	\$ <u>754,500</u> (*)
Base Selling Price	\$ <u>826.500</u> (*)
IV: Integration Support	\$ <u>phone support included</u> (*)
V. Optional Equipment / Services	
Option 1: Performance Bond	\$ <u>12.400</u> (*)
Option 2: Miscellaneous Allowance for Service, Materials	\$ <u>15.000 (**)</u> (*)

(*) Note: No Sales Tax has been included. If required tax will be added to the selling price at the current rate when invoice is submitted.

(**) Note: **Should this allowance be exercised, spending against this allowance by SUEZ can only be made after written authorization by the City of Ann Arbor purchasing department.**

SHIPPING TERMS: FOB Leonia, NJ, freight included to jobsite.

TERMS OF PAYMENT: 10% with submission of shop drawings
80% upon respective delivery (deliveries) of equipment
10% on equipment commissioning and testing (not to exceed 180 days after delivery of equipment)

TERMS AND CONDITIONS: As per STSI Standard Terms and Conditions

VALIDITY: Ninety (90) days

BONDING: No Performance or Payment Bonds have been included in the above price.

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 STSI for any additional service days and/or trips in accordance with STSI'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 10 – 12 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 24 – 28 weeks after STSI has received from Purchaser final approval of all submittal drawings and data.

Nezgod, William (GREY WTS)

To: Glen Wiczorek
Cc: Ruvo, Vito (GREY WTS); Jin, Shanshan (GREY WTS); Glenn Hummel
Subject: FW: Ann Arbor Ozone System Upgrade - Revised Proposal

Glen,

Attached please find the revised proposal the incorporates the changes from the email below.

Please see our responses below to your comments.

Let me know if you have any questions or require any additional information.

Thank you.

Rgds,

William Nezgod

Senior Sales Manager – Engineered Ozone Plants

Water Technologies & Solutions

ozonia® & aquaray® products

Mob: +1-908-303-7477



www.suezwatertechnologies.com

SUEZ Treatment Solutions Inc.

600 Willow Tree Rd.

Leonia, NJ 07605

Please think twice before printing this email

From: Ruvo, Vito (GREY WTS) <vito.ruvo@suez.com>
Sent: Wednesday, February 9, 2022 4:58 PM
To: Nezgod, William (GREY WTS) <william.nezgod@suez.com>
Cc: Jin, Shanshan (GREY WTS) <shanshan.jin@suez.com>
Subject: RE: Ann Arbor Ozone System Upgrade - Revised Proposal

Second set of answers below. Go through all the answers in **GREEN**. Notice that there is one with “???” that will require you to answer. Make changes as needed.

Vito Ruvo

Directeur Commercial / Sales Manager

Water Technologies & Solutions

Produits ozonia® & aquaray® products

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www.suezwatertechnologies.com

From: Wiczorek, Glen <GWiczorek@a2gov.org>

Sent: February 9, 2022 1:23 PM

To: Nezgod, William (GREY WTS) <william.nezgod@suez.com>

Cc: Glenn Hummel <glenn.hummel@hesco-mi.com>; Ruvo, Vito (GREY WTS) <vito.ruvo@suez.com>; Jin, Shanshan (GREY WTS) <shanshan.jin@suez.com>; Ravelli, Paul (GREY WTS) <paul.ravelli@suez.com>; Wiczorek, Glen <GWiczorek@a2gov.org>

Subject: RE: Ann Arbor Ozone System Upgrade - Revised Proposal

Hi William. Thank you for the revised proposal. I provided a few follow-up questions in red text in your email below. Can you please review and let me know if you have any question?

Thank you very much!

Glen Wiczorek, PE | Senior Utilities Engineer | gwiczorek@a2gov.org | **City of Ann Arbor**
919 Sunset Road | Ann Arbor, MI 48103 | direct 734.794.6426 x43958 | cell 734.845.2857



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From: Nezgod, William (GREY WTS) <william.nezgod@suez.com>

Sent: Tuesday, February 8, 2022 4:02 PM

To: Wiczorek, Glen <GWiczorek@a2gov.org>

Cc: Glenn Hummel <glenn.hummel@hesco-mi.com>; Ruvo, Vito (GREY WTS) <vito.ruvo@suez.com>; Jin, Shanshan (GREY WTS) <shanshan.jin@suez.com>; Ravelli, Paul (GREY WTS) <paul.ravelli@suez.com>

Subject: Ann Arbor Ozone System Upgrade - Revised Proposal

This message was sent from outside of the City of Ann Arbor. Please do not click links, open attachments, or follow directions unless you recognize the source of this email and know the content is safe.

Glen,

Please our responses below along with revised attached proposal.

Please let me know if you have any questions or require additional information at this time.

Thank you.

Rgds,

William Nezgod

Senior Sales Manager – Engineered Ozone Plants

Water Technologies & Solutions

ozonia® & aquaray® products

Mob: +1-908-303-7477



www.suezwatertechnologies.com

SUEZ Treatment Solutions Inc.

600 Willow Tree Rd.

Leonia, NJ 07605

Please think twice before printing this email

From: Wiczorek, Glen <GWiczorek@a2gov.org>

Sent: Monday, February 7, 2022 11:25 AM

To: Nezgod, William (GREY WTS) <william.nezgod@suez.com>

Cc: Glenn Hummel <glenn.hummel@hesco-mi.com>; Pence, Daniel (GREY WTS) <daniel.pence@suez.com>; Ruvo, Vito (GREY WTS) <vito.ruvo@suez.com>; Ravelli, Paul (GREY WTS) <paul.ravelli@suez.com>; Wiczorek, Glen <GWiczorek@a2gov.org>

Subject: FW: Ann Arbor Ozone System Upgrade - Revised Proposal

Hi Bill and all. Thank you for the revised proposal. I have reviewed and provide the following comments. Please note that I have a meeting with City Procurement on Wednesday to discuss what contract mechanism will be required to move forward. In the meantime, can Suez please review the comments below and make final revisions to your proposal? Some of the items require a price increase so I want to make sure that we have that incorporated before we issue a Purchase Order. Please do not hesitate to contact me with any questions. Thank you very much.

If possible, could you please provide a response to the numbered items below? This will assist me when reviewing your final proposal. I hope to maintain our momentum on this effort to ensure we meet the critical schedule. Thank you very much.

<<Glen Wiczorek, City of Ann Arbor Responses dated 2/9/22>>

1. *We are in agreement with the 200 kW PSU.*
Confirmed No further comment.

2. Can you please confirm that the equipment can be adequately turned down to handle our low feed rate? **Yes, the new power supplies will be able to handle the low ozone production rate. I see the Production Guarantee in the proposal to provide the stated production rates. Can the Production Guarantee include the turn down capabilities also?** SUEZ will indicate it's capacity to turndown the power, providing a large range of ozone production compared to the presently installed equipment, but because of factors out of SUEZ control (see below for factors that affect TRUE production turndown), we will not be able to provide guarantees on an absolute 100:1 production turndown.

Can you please describe the turn down ratios? **The latest Power Supply Units have a power turndown ratio of up to 100:1 so we will be able to provide the necessary ozone production turndown. However, once the production decreases such that the resulting gas flow is less than the generator's minimum gas flow, it is expected that the flow be maintained constant just above that minimum (to eliminate risk of shutdown) at which time, the power can be decreased, resulting in a lower ozone concentration in order to provide the lower ozone production.**

Will we be able to turn down lower than our existing equipment now?

Yes, the older PSU's had a power turndown of only 10:1 and the ozone production rate turndown was actually a little less than 10:1. So is it correct to say the following: New Equipment 825 ppd with 100:1 turndown will allow us to produce a low demand of 8.25ppd without shutdown?

Let's consider the following:

- a. Given the size of your generator(s), we believe the tripping point for when the generator will shutdown on a detection of "low gas flow" is around 3.5 SCFM... round it to 4 SCFM.
- b. This means that the generator's gas flow needs to be maintained slightly higher (and stable) than that under all circumstances during low demand periods, to avoid tripping on "low gas flow". Let's make the minimum operating gas 6 SCFM
 - i. In a diffuser-based dissolution system, the "minimum operating flow" of the generator is likely not your limiting factor during "low ozone demand" period; we can discuss what affects your plant's operability during low ozone demand period separate to this conversation.
- c. If you ever need to make 8.25ppd of ozone, it won't be possible at 10%/wt, because the resulting gas flow would need to be ~0.7SCFM. Instead, the concentration would need to be ~1.1 %/wt, while flowing at 6 SCFM through the generator.
- d. The amount of power needed (calculated off the cuff) would be ~1.25% of the PSU's maximum configured capacity (~117kW @ vessel), representing about ~1.5kW @ vessel, give or take a few fractions.
- e. In summary, it's theoretically possible given our 100:1 turndown on power, but factors like the ability to control the lower gas flow as well as the capability to measure/detect that low of a gas flow with the flowmeter at the generator, will often make it difficult to achieve those levels of turndown on production.

And that our Existing Equipment 550 ppd with a 10:1 turndown only allows us to have a low demand of 55 ppd? The new PSUs will definitely be able to provide better turndown than what you are presently experiencing with your existing equipment.

Will the new equipment provide better control?

Yes, you will be able to better control the ozone production rate (lbs/day) at the lower level with the increased power turndown capability. Additionally, because the concentration control is now via the PLC (contrary to the present panel-mounted controller), it is integrated with a built-in predictive power feature, which uses the gas flow in combination with the concentration set point to predict the amount of power needed ahead of the concentration reading.

3. Just to make sure I am understanding...is it 825 ppd PER generator? Or total?
With the new power supply units and changing out of the dielectrics to the latest IGS technology, the ozone production rate per ozone generator will be up to 825 lbs/day. Understood.
4. Are the spare parts being provided for one complete rebuild?
We have provided for 10% of the dielectrics and 10% of the Dielectric fuses for one ozone generator along with a recommended PSU list of spares such as fuses and field replaceable circuit boards. Agreed.

Or only a partial replacement of parts? *See above*

The amount of spares that you would want to inventory is a Customer preference as the electrical components are of the type that do not wear out but could fail so it is not typical to have a huge inventory of electrical components. As for the dielectrics, 10% to have on hand is quite sufficient and it is a part the SUEZ would always have in stock so they could be ordered and shipped with short notice. Understood.

We probably won't rebuild for 10 years. Do we want parts sitting on the shelf for that long? **No, there are some spare parts that would have a shelf life and have not recommended any of those in our list. Is there a shelf life concern for any of the spare parts?**

5. Can you please include a total of (2) 2-day trips for installation inspection/oversite? **We will add the two (2) additional installation oversite trips, one per each PSU/generator upgrade in our revised proposal. Agreed. I would like to have one trip per generator. Understood**

For the purposes of this proposal, I am still thinking that we would be performing on generator upgrade at a time.

We agree that one unit should be installed, checked out, commissioned and run for a period of time before the second unit is upgraded. Agreed.

6. Please see the attached email comments from our SCADA Administrator. He provides comments on some of the equipment and integration.

Email from Ryan Justin

It is unclear in the writeup if the new units will match the old programming and tags, or if new programs will be created. *A completely new program is provided*

[...] so there is some room for improvement in the tag names and overall logic setup. Tagging is completely different from the original SLC/500 version; control logic is representative of modern, most recent programming methodologies and control philosophies.

[...] discuss programming preferences and standards Being that this is a 'standard product', it would be difficult to apply heavy-handed standards to the PLC and OIT. Certain aspects are customizable, like certain colors on the OIT, and communication transfer tables, but not much else. Understood.

The PanelView Terminals listed appear to be 2711P's (4:3 aspect ratio) at 10" diagonal. [...] we may want them to go bigger. Although we are confident our standard 10" interface is more than adequate for the level/type of interfacing required, it is very easy for us to provide a larger unit. The 12" is preferred.

To Match our current City IT standard, they should provide an equivalent managed switch manufactured by Extreme Networks (possibly model #16801?) Our updated offer will include the "Extreme Networks" ethernet switch being suggested, as this looks like it will provide the adequate number of ports and functionality needed. Agreed. Note that SUEZ will require that the switch be configured by plant staff or appropriately assigned third-party. Understood.

I believe that we will want to include integration support. Can you please include a reasonable allowance for integration services? The updated offer will include time for phone support for the integration of the new PSUs into your existing control system. Agreed.

- a. Are you also able to upsize the HMI screens to the next larger size?

The updated offer will include a 12" OIT instead of the standard 10". Agreed.

7. Does your 5-day commissioning include performance testing?
No, not for the first one. Typically performance testing will be done after the second unit is installed and

running and should take about two days on site. Can we work together to unofficially confirm production rates of the first unit (during startup) prior to demolishing the second? Then we can perform official performance testing as you propose after both units are complete. I would like to have some confirmation of satisfactory operation prior to demolishing the second unit. If what you are describing is the “baseline performance” at the time of installation, then yes, we would have no issues with providing that information officially in our final start-up reports, with the understanding that those results would not be construed as “guaranteed performances”. Those results would come at a later date.

8. Do you think it would be beneficial to include a miscellaneous allowance? *Yes, it probably makes sense to have this cost included either for additional service, or if some instruments would be recommended to be replaced after an inspection trip. Probably something in the range of 10- 15K would make sense. Agreed. Please note that it is the City’s practice that allowances must be authorized by the City prior to use. Allowance, while included in the PO, are not available for use without authorization. Understood. Any use of the such allowance would require approval by the City before use.*

To cover additional trips if needed. My goal is to avoid Council requests for additional funds after the PO is issued.

9. Can you please provide a separate price for the shop drawings alone? *Yes, we will breakout the cost of shop drawings to be less than 75K. Thank you.*

Due to fiscal limitations, we will not be able to pay 10% at shop drawing phase (i.e. \$79k). My fiscal limit is \$75,000. We will issue a PO as soon as possible for the shop drawing preparation. And then issue a second PO for the balance on July 1, 2022. I discussed this with Daniel before and he thought that this is feasible.

10. We will likely need to use the City’s terms. I am discussing with the City Procurement and Attorney’s office. It is standard procedure for us to require the use of the City’s contract. I need some time to resolve this still. If Suez is open to a client’s contract, I will forward for Suez review as soon as possible. We may need to include bond costs. Would that be a problem?

We will need to review the T’s and C’s that the City is considering using. Providing a Performance Bond is not an issue and I will include a line item for that cost. We will forward our T&C’s to you as soon as possible. Is there any need or benefit to referencing and/or including this email correspondence to serve as a record of our discussions? We have no objection to having this email referenced and annexed to your purchase order. Can you please confirm the Performance Bond cost? Is 10% of the contract price the correct value? Performance Bond amount was incorrect. It has been corrected in the revised proposal.

11. Do you have an estimated dimension for the concrete slab needed to fit the new equipment? (PSU, J-box, etc.) I can check our existing slab.

The existing concrete slab will be more than adequate to accommodate the new PSU and it’s power junction box. You can refer to the drawings we’ve submitted which provide you the dimensions of those two deliverables. As for the positioning of the equipment, this will depend on the existing cable entries and where they are located. Understood.

12. Schedule – it looks like if we give a NTP on March 1st...

- a. Shop drawings can be delivered by June 1st. We must complete the shop drawing phase prior to June 30. We will need your invoice prior to June 30 as this is the end of the fiscal year.

Understood and we will provide and invoice for the shop drawings by June 1st. Thank you.

- b. Delivery of equipment – does your duration include delivery? *Yes, delivery is included.* Where does the equipment come from? *Canada* 30 weeks would put installation in March 2023 which would be a good time for us. *Noted. Long-lead items will need to get released upfront (cabinet, HV transformers, etc.) so it is likely that certain components may need to be approved earlier than June 2022. Understood.*

Total Delivery time from Purchase Order date is approximately 30 weeks from release of materials for fabrication. This date should be July 1, 2022 or soon thereafter provided shop drawings are reviewed and approved within 4 weeks of receipt.

13. Are O&M Manuals included in the proposal for the new equipment? **Yes**

We would probably want 4 hard copies, plus a searchable .pdf file if possible. **Yes, no problem. I don't recall seeing this in the proposal letter, however I apologize if I missed it. If we include this email correspondence for record, that would suffice also. We will add this item to the proposal as part of the deliverables.**

14. Training – Would Suez perform training during one of their site visits? **Yes, this would be included at the end of the commissioning phase.**

Or would we need a separate visit? We typically like to perform two training sessions to capture different shifts. **OK, we will need to add an additional couple of days to handle this. Were these days included in the proposal for training? This was added in the last proposal. Will be made clear in subsequent update following this response.**

A short power point presentation would be great, and we could record the training session on MS Teams.

15. Regarding the cooling water assumptions...Will the new upgrades result in any significant change in head loss through the cooling water loop?

No, there will not be any significant change in the head loss through the cooling water loop. Understood.

16. Does Suez recommend supplemental surge protection to be added/included? **This is not necessary. If the City was interested in contracting with Suez as a single source for all equipment on this project, would Suez be capable of providing surge protection on the incoming power to the PSU? It is my desire to provide conservative protection for the new PSUs. Yes, we can provide surge protection on the 480VAC incoming as an integral part of the PSU (not provided loose).**

Glen Wiczorek, PE | Senior Utilities Engineer | gwiczorek@a2gov.org | **City of Ann Arbor**
919 Sunset Road | Ann Arbor, MI 48103 | direct 734.794.6426 x43958 | cell 734.845.2857



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From: Nezgod, William (GREY WTS) <william.nezgod@suez.com>

Sent: Wednesday, February 2, 2022 2:00 PM

To: Wiczorek, Glen <GWiczorek@a2gov.org>

Cc: Glenn Hummel <glenn.hummel@hesco-mi.com>; Pence, Daniel (GREY WTS) <daniel.pence@suez.com>; Ruvo, Vito (GREY WTS) <vito.ruvo@suez.com>; Ravelli, Paul (GREY WTS) <paul.ravelli@suez.com>

Subject: RE: Ann Arbor Ozone System Upgrade - Revised Proposal

This message was sent from outside of the City of Ann Arbor. Please do not click links, open attachments, or follow directions unless you recognize the source of this email and know the content is safe.

Glen,

Attached please find our updated Proposal for the replacement of two existing Power Supply units with the latest IGBT based converter/inverter technology.

In the proposal we have detailed the maximum amount of ozone that can be produced with the 100 ton chiller in operation and with 70 deg F CW going into the ozone generators.

We have also confirmed that the existing circuit breakers are adequately sized for the higher ozone production rates.

Also, we have attached drawings of the new PSU's along with a typical layout on the existing equipment pads that have been done in the past.

Please review the information and let us know if you have any questions or if additional information is required at this time.

Thank you.

Rgds,

William Nezgod

Senior Sales Manager – Engineered Ozone Plants

Water Technologies & Solutions

ozonia® & aquaray® products

Mob: +1-908-303-7477



www.suezwatertechnologies.com

SUEZ Treatment Solutions Inc.

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Leonia, NJ 07605

Please think twice before printing this email

From: Wiczorek, Glen <GWiczorek@a2gov.org>

Sent: Wednesday, January 26, 2022 3:25 PM

To: Pence, Daniel (GREY WTS) <daniel.pence@suez.com>; Ruvo, Vito (GREY WTS) <vito.ruvo@suez.com>; Nezgod, William (GREY WTS) <william.nezgod@suez.com>

Cc: Glenn Hummel <glenn.hummel@hesco-mi.com>; Wiczorek, Glen <GWiczorek@a2gov.org>

Subject: FW: Ann Arbor Ozone information

All:

Building upon the previous emails, I am additionally providing the following information related to the questions that were raised on our Chilled Water System. These responses come from our design engineer.

Can Suez please let me know if you desire any other information at this time? Do you require an answer on whether we want 880 lb/day or 550 lb/day PSUs?

Proposal revisions from Suez were going to include: the field information obtained by UIS (see attached emails), increased field support services for UIS during installation, assume that only one unit can be replaced at a time, integration assistance, etc. Please do not hesitate to contact me with any questions. Thank you.

Questions:

- a. What is the max flow rate of the Recirc pumps on the closed loop? What is the flow range based upon the VFD operation of these pumps? I am not sure if Suez is asking about the operating range or the design capacities (max and min) of the pumps? Perhaps both.

Max Flow Rate is 261 GPM at 135 TDH (58 PSI).

We have successfully turned them down to 70 GPM at 23 TDH (10 PSI).

We are presently running them around 80-85 GPM at 23 TDH (10 PSI).

We have run (fully tested) the firm capacity of three (3) ozone generators at 240-255 GPM at 23 TDH (10 PSI) in full automatic mode.

Remember, the present ozone units want flow between 70-90 GPM. The middle of this range is 80 GPM and we determined with testing that a 10 PSI loop pressure allows this 80 GPM on each generator.

- b. Confirm that one pump is reserved as standby. I was pretty sure that you designed this as a duty and standby operation.

That is correct we have sized the pump to run firm capacity with three generator units.

- c. What is the cooling water temperature operating range? My recollection is the low 50's to the upper 50's. Do we ever permit operating into the 60 degree range?

48-52F is target.

Alarm is set to 57F.

- i. Ozonia designs their equipment for an operating temperature of 80 degrees. So as long as we are below that (and we are well below that), they can provide their standard cooling package.

There is ozone production vs temperature efficiency graphs in the O&M manual. Per operators request and what the efficiency graphs shows we run 48-52F when the chillers are online.

The alarm comes on around 57F. We kick the 100 Ton on around 56 in the summer. Yes, they can run at warmer loop temperature, but each ozone generator produces less product. Staff prefer to run only one generator unit.

- d. They have other electrical and controls questions. UIS is performing some field work to answer next week. And Ryan will field the controls questions (Suez is preparing).

Let me know if they have any questions related to chillers systems.

That was about it for now. But separately, for my own benefit, can you please remind me...

1. The 40-ton has a closed loop that is chilled by the glycol/water mix that runs to the condenser located outside.

It is actually synthetic freon in the lines that run out to the condenser. That is why we have different grade of copper lines and high temperature solder joints on the lines.

2. In the winter, is the heat exchanger a closed loop that is chilled by process water that dumps back to the head of the plant?

That is correct, the heat rejection method is the plant water.

3. The 100-ton is a closed loop. But I can't remember how it is chilled. I don't think it is a glycol/water mix like the 40-ton.

The 100-ton on the ozone side is a closed loop. The heat rejection side is open loop with the heat being rejected back to plant, like in winter with the heat exchanger. We use plant water to remove the heat load, like freon removes the heat on 40 ton chiller.

Glen Wiczorek, PE | Senior Utilities Engineer | gwiczorek@a2gov.org | **City of Ann Arbor**
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From: Wiczorek, Glen
Sent: Tuesday, January 18, 2022 3:15 PM
To: Pence, Daniel <daniel.pence@suez.com>; Nezgod, William <william.nezgod@suez.com>
Cc: Wiczorek, Glen <GWiczorek@a2gov.org>
Subject: Ann Arbor Ozone information

Daniel, William:

Please find attached two emails for your use:

1. Original mechanical design drawings of the ozone system (plan and section).
2. Some electrical field information from our Contractor UIS on feeder cables, etc.

Please let me know if you require any additional information at this time. I believe that our next step is to receive your finalized proposal incorporating the discussion from our last conference call, and I will prepare a PO for you to begin.

Can you please forward to Vito as appropriate? Thank you.

Glen Wiczorek, PE | Senior Utilities Engineer | gwiczorek@a2gov.org | **City of Ann Arbor**
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(Version FR)

Veolia Environnement a déposé une offre publique d'acquisition sur les titres de Suez, dont le règlement-livraison est intervenu le 18 janvier 2022. Le 31 janvier 2022, un consortium d'investisseurs composé de Meridiam, Global

Infrastructure Partners, la Caisse des Dépôts et consignations et CNP Assurances a fait l'acquisition d'une partie des activités et des actifs de Suez en vue de la constitution du « Nouveau Suez ».

Dans ce cadre, je vous prie de bien vouloir prendre note que l'entité dont je suis salarié reste dans le périmètre conservé par Veolia Environnement.

(Version ENG)

Veolia Environnement has filed a public tender offer for Suez shares, which was settled on January 18, 2022. On January 31, 2022 a consortium of investors consisting of Meridiam, Global Infrastructure Partners, Caisse des Dépôts et Consignations and CNP Assurances acquired part of the business and assets of Suez with a view to creating the "New Suez".

In this context, please note that the entity of which I am an employee is staying in the perimeter remaining with Veolia.

Exhibit B
Specifications and Drawings

Not Used

**Exhibit C Insurance
Requirements**

From the Commencement Date of this Contract, and continuing without interruption during the term of this Contract, Vendor shall have the following insurance, including all endorsements necessary for Vendor to have or provide the required coverage.

- A. The Vendor shall have insurance that meets the following requirements:
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
 3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured but only in respect of work performed by or on behalf of the named insured, and only to the extent that the additional insured is held liable for the negligence or other culpability of Vendor. Coverage under Vendor's policy does not extend to liability arising out of the additional insured's own negligence. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the following liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or
Property Damage Liability, or both combined
\$2,000,000 Per Project General Aggregate
\$1,000,000 Personal and Advertising Injury
 4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Vendor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate

an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s); email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) that the policy conforms to the requirements specified. Vendor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work . If any of the above coverages expire by their terms during the term of this Contract, the Vendor shall deliver proof of renewal and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

Exhibit D

PERFORMANCE BOND

- (1) of _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$ _____, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City entitled _____, for RFP No. _____ and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:
- (a) complete the Contract in accordance with its terms and conditions; or
 - (b) obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the Contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.
- (6) Principal, Surety, and the City agree that signatures on this bond may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this bond. This bond may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

SIGNED AND SEALED this _____ day of _____, 2022.

(Name of Surety Company)

By _____

(Signature)

Its _____

(Title of Office)

(Name of Principal)

By _____

(Signature)

Its _____

(Title of Office)

Approved as to form:

Stephen K. Postema, City Attorney

Name and address of agent:

LABOR AND MATERIAL BOND

- (1) _____ of _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$ _____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City entitled _____, for RFP No. _____; and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.
- (5) Principal, Surety, and the City agree that signatures on this bond may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this bond. This bond may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

SIGNED AND SEALED this _____ day of _____, 2022

(Name of Surety Company)

By _____

(Signature)

Its _____

(Title of Office)

Approved as to form:

Stephen K. Postema, City Attorney

(Name of Principal)

By _____

(Signature)

Its _____

(Title of Office)

Name and address of agent:

