



## **Power Supply Units #3, #4 Replacement**

**Proposal No.: 631418  
Revision: 002**

**City of Ann Arbor**

**Ann Arbor WTP**

**April 16, 2025**

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April 16, 2025

Emily Schlanderer  
City of Ann Arbor  
Ann Arbor WTP – WTP Engineering  
919 Sunset Road  
Ann Arbor, MI  
48103, USA

Subject: Power Supply Units #3, #4 Replacement  
City of Ann Arbor  
Ann Arbor WTP  
Proposal No. **631418 Rev. 002**

Mrs. Schlanderer

Veolia Water Technologies Treatment Solutions USA, Inc. (formerly known as Suez Treatment Solutions, Inc, hereinafter referred to as "Veolia") is pleased to provide our proposal for the work to be accomplished at the Ann Arbor WTP, in Ann Arbor, MI.

At a high level, this proposal will offer to replace two (2) Ozone System Power Supply Units, each containing the latest Veolia power converting technology. This proposal and eventual project mimics the proposal dated February 10<sup>th</sup>, 2022 (Proposal 487815 Rev.2) where Veolia offered and executed the replacement of two (2) initial Power Supply Units (#1, and #2). Additionally, the two (2) ozone associated with the Power Supply Units being replaced will be cleaned, and reconditioned.

Veolia shall provide the equipment and services as detailed below.

**Note:**

VEOLIA Water Technologies & Solutions (VEOLIA WTS) was acquired by the Veolia Group on January 18, 2022. While integration into the Veolia Group is on-going, and we now operate under the Veolia Water Technologies & Solutions (Veolia WTS) banner. The actual legal entity name we operate under has officially changed to "Veolia Water Technologies Treatment Solutions USA, Inc.". Our tax identification number and our banking information remain unchanged. For future project, make sure that purchase orders, payments and other legal documents recognize the new legal entity name.

If there are any questions or if additional information is required, please do not hesitate to contact us. We look forward to working with you on this project.

Very truly yours,

Veolia Water Technologies Treatment Solutions USA, Inc.



Vito Ruvo  
Technical Sales Lead – Municipal Ozone

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## **Proposal and Contract**

To: Emily Schlanderer  
City of Ann Arbor  
Ann Arbor WTP – WTP  
Engineering  
919 Sunset Road  
Ann Arbor, MI  
48103, USA

Proposal No.: **631418 Rev. 002**

Date: April 16, 2025

For: Power Supply Units #3, #4  
Replacement  
City of Ann Arbor  
Ann Arbor WTP

(Hereinafter referred to as "Purchaser")

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

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

Reference documents:

The above to be provided as described herein.

- ***Email – Emily Schlanderer– October 22<sup>nd</sup> 2024***
- ***Email – Emily Schlanderer– November 7<sup>th</sup> 2024***
- ***Email – Emily Schlanderer– January 31<sup>st</sup> 2025***
- ***Email – Emily Schlanderer– February 4<sup>th</sup> 2025***
- ***Email – Emily Schlanderer– February 7<sup>th</sup> 2025***
- ***Email – Emily Schlanderer– February 13<sup>th</sup> 2025***

\*\* See Appendix "A" for reference documents

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## 1 Scope of Supply

Veolia is pleased to provide the City of Ann Arbor (hereafter referred to as “the client”) our proposal for the work requested of Veolia, in association with the replacement of two (2) Power Supply Units pertaining to the ozone system at the Ann Arbor WTP, in Ann Arbor, MI.

### 1.1 Base Offer

#### 1.1.1 Power Supply Unit / Power Supply Unit Control Panel (Qty: 2)

The following are some of the advantages of a Power Supply Unit equipped with the Ozonia® I-Stacks Power Converter, versus the older SCR (Silicon Controlled Rectifier) based technology or Veolia's previous digital power converter technology:

- Operation at almost unity power factor ( $> 0.97$ ) over the entire operating range
- Power to ozone generator vessel turndown of 100:1
- Low operating voltage  $< 4200$  volts
- The upstream half of the power converter is equipped with an “Active front-end”, eliminating the need for harmonic mitigation equipment that would need to be installed within the PSU, such as capacitor banks, apart from the power converter. The “Active front-end” feature on the power converter is equivalent to a PSU with 18-pulse SCR-based technology.
- Very low harmonics, below the latest requirement of IEEE519
- Constant frequency inverter switching at whole multiples of the line frequency.
- Line notching that is traditionally associated with SCR-based technology using diode converters is also eliminated.
- Remote monitoring and connectivity; By means of a common web browser, the power converter can be accessed without having to open the PSU doors, remotely from anywhere in the plant, via laptops, tablets, workstations and even a SCADA. Provided the infrastructure is available and permissions are granted, the power converters can also be access from a remote (external location) by Veolia service personnel. This feature allows real-time, remote troubleshooting and support and access to operational historical data, resulting in quick support to the plant personnel.

Work and hardware associated with this portion:

- Provide new PSU, Veolia Ozonia® model **IPS-16-0200-WE-12**.
  - Power converter will be of the latest I-Stack technology
- Automation Hardware will be upgraded
  - Programmable Logic Controller (Series 5380; Allen-Bradley)
  - Operator interface, 12” unit (PanelView Plus 7 Performance, Allen-Bradley)
  - Communication will be Ethernet-based, utilising Ethernet/IP (Allen-Bradley) as the system-wide communication protocol, and ModBUS/TCP (Schneider Electric) as the internal communication protocol.
  - Input/Output (I/O) modules (Series 5069; Allen-Bradley)

Design and Specification:

- Delivered product will be provided as per the design used in the previous project, where PSU #1 and #2 were supplied.

#### 1.1.2 Ozone Generator Cleaning, Reconditioning, and Reconfiguring - Parts & Services (Qty: 2)

- Generator Vessel Cleaning & Reconditioning
  - Removal of existing dielectrics and cleaning of ozone generator
  - Replacement of internal failed components (dielectrics, fuses, rods, etc.)

- Replacement of O-rings
- Purging
- Spare Parts

#### **1.1.3 Packing & freight to jobsite**

#### **1.1.4 Site Services**

- Start-Up/Commissioning
- Training

### **1.2 Options**

#### **1.2.1 Loose Parts**

- Gas phase analyzers
  - High Concentration Ozone
  - Ambient Ozone
  - Ambient Oxygen

#### **1.2.2 Additional Spare Parts**

- Lot of automation spare parts

## **2 Detailed Deliverables – Base Offer**

### **2.1 Administrative & Contract Work**

Veolia will provide the following services during the engineering & execution phase of the project

- Project Management
- Kick-off meeting (Virtual)
- Scheduling and coordination
- Performance Guarantee

### **2.2 Engineering**

The format and the level of detail of the engineering documents will be as per the previous project that provided PSU #1, and #2.

Veolia will update the existing set of “typical” drawings for any duplicate deliverable being provided. This also applies to “typical” documents, code files (PLC and OIT programs), etc. All documentation, drawings, and configuration files (such as PLC and OIT) will be specific to the facility.

- General design and installation information for installation of equipment provided by Veolia
- Storage, handling, and erection requirements, when applicable
- Updates to Operations and Maintenance Manuals
- Equipment, Valves, and Instrumentation Submittals, where applicable
- Layout drawings, including overall skid footprint dimensions, overall height, clearance requirements around each skid, control panel location, terminal junction box location, and sizes and locations of gas, water, drain, and power connections (where applicable).
- Bill of materials, calculation sheets and sizing data, as applicable, along with datasheets and manufacturer’s cut-sheets.
- Valve and instrument schedules (when applicable)
- Electrical schematics, panel layouts and interconnecting terminal block drawings for all controls and instrument.
- Amperage and voltage ratings for each equipment’s electric feeder.
- Specific demolition documents & instructions (where required)

#### **2.2.1 Specific Engineering Deliverables**

- PLC List of Inputs and Outputs (I/O List)
  - PSUCP-PLC (typical)
    - Existing: Will be update as needed
- PLC Program

Programming (organization, tagging, function blocks, etc.) will follow Veolia standards

- PSUCP-PLC (typical)
  - Existing: Will be update as needed
  - Local Control & Monitoring [Associated] with Ozone Generator
  - Normal Start-Up & Shutdown Sequencing
  - Emergency Shutdown Sequencing
  - Closed-Loop Concentration Control with Feed-Forward Bias
  - Enhanced Monitoring of Power Converter
- Operator Interface Terminal (OIT) Program



Programming (symbols, colors, layouts, etc.) will follow Veolia standards

- PSUCP-OIT (typical)
  - Existing: Will be update as needed
  - Functionalities, features, and controls will be fully compatible with new PSUCP-PLC
- PLC Tags/Variables List

Used for developing both the associated OIT and plant-level SCADA/DCS

- PSUCP-PLC (typical)
  - Existing: Will be update as needed
- Inter-Controller Communication Table

Single document that will define the data exchange between PLCs.

- Existing: Will be updated to include:
  - PSUCP03-PLC to/from MOCP-PLC
  - PSUCP04-PLC to/from MOCP-PLC
- Operations Manual
  - Ozone Generator Operations Manual (as per the interfacing with PSUCP-OIT)
    - Existing: Will be update as needed
- Operational Readiness Testing (ORT) Protocol

Document describing the tasks associated with the verification and testing of the supplied equipment to certify that all is properly installed and is connected in accordance with installation documents.

- Visual Inspection
- Power-Up
- Communication verification
- I/O Checkout (end-to-end; field to PLC/OIT/SCADA)
- Rudimentary/basic functional validation
- Functional Validation Testing (FVT) Protocol

Document describing the tasks associated with the verification and testing of the supplied equipment to certify that all is functioning as per design and as specified, in accordance with the project functional specification and the end user's expectations.

- Preliminary logic validation
- Pre-operational functional validation
- Operational functional validation
- Production Performance Testing (PPT) Protocol

Document describing the tasks associated with the verification and validation that the new equipment will be able to perform as expected, based on the capacities defined in subsequent paragraphs.

## **2.3 Equipment**

### **2.3.1 Power Supply Unit/Power Supply Unit Control Panel (Typical of 2)**

- Hardware
  - Mechanical
    - Enclosure Type
      - NEMA-12



- Material
  - 12 GA painted steel
- Painted color
  - RAL7032 Pebble Grey
- Finish
  - Semi-gloss
- Texture
  - Orange Peel
- Weight
  - Approximately 5,500 lbs
- Electrical
  - Incoming Power:
    - 480 VAC / 3-phase / 60Hz
  - Power converter
    - 200 kW I-Stack
    - Qty: 1
  - Control boards & Sensors
    - Various boards
    - Water Detector sensor
    - Smoke Detector sensor
- Automation & Control Components
  - PLC
    - Allen-Bradley
      - CompactLogix, Series 5380
      - 5069-L340ER
  - PLC I/O Structure
    - Allen-Bradley
      - CompactLogix, Serie 5090
        - DI: 5069-IA16
        - DO: 5069-OB16
        - AI: 5069-IF8
        - AO: 5069-OF4
  - Operator Interface:
    - Allen-Bradley
      - PanelView Plus 7 Performance, 12"
      - 2711P-T12W22D9P
  - Communication Hardware (Ethernet)
    - Extreme Networks (provided by others)

- 16801
- Managed Ethernet Switch: 4-port POE+ 10/100 2-Port 10/100 w/ 2-port SFP Operating Temperature -40°C - +75°C
- Uninterruptable Power Supply (UPS)
  - EATON
    - 9Sx700
    - Extended runtime UPS, 700 VA, 630 W, 5-15P input, Outputs: (6) 5-15R, 9.9"Hx6.3"Wx13.9"D, 26.5 lb., network card optional
- External Instrumentation & Devices (provided loose, installed by others)
  - Manual Isolation Valve

### **2.3.2 Power Supply Unit/ Power Junction Box (Typical of 2)**

- Hardware
  - Mechanical
    - Enclosure Type
      - NEMA-12
    - Material
      - 12 GA painted steel
    - Painted color
      - ANSI 61, Grey
    - Finish
      - Pounder coat
    - Texture
      - Smooth
    - Weight
      - Approximately 60 lbs
  - Electrical
    - Incoming Power:
      - 480 VAC / 3-phase / 60Hz
  - **NOTE:**
    - Conduits and wires provided by the others.

### **2.3.3 Ozone Generator (Typical of 2)**

- Recondition/Cleaning/Dielectric Replacement Parts
  - Dielectrics
    - Model IGS
      - Qty: 255
    - Model LG
      - Qty: 85
  - Vessel O-Rings
    - Qty: 2

- High-Voltage Fuses
  - Qty: 85
- High-Voltage Bushing (if required)
  - Qty: 1
- Balance of internal components (rods, nuts, washers, restraints, etc.)
  - Qty: 100% as required for a vessel with 85 tubes

#### **2.3.4 Spare Parts**

- Dielectrics (10% of the dielectrics in one ozone generator)
  - Model IGS
    - Qty: 26
  - Model LG
    - Qty: 8
- High-Voltage Fuses
  - Qty: 20
- Control boards & Sensors
  - One (1) set of PSU spare parts including fuses and replaceable circuit boards

#### **2.4 Baseline Performance Testing**

Each combination Ozone Generator and Power Supply Unit will be tested to demonstrate that specific ozone rates can be produced at the intended constant in-gas ozone concentration.

Test Point	Production Rate	Ozone Concentration	CW Temperature (@ vessel)	CW Source
#1	810 lbs/day	10	70 °F	Plant cooling water
#2	825 lbs/day	10	50 °F	Chilled water

Baseline Performance testing will utilise the existing cooling water system and the testing will be executed at the highest cooling water temperature that is present at the time of testing.

If cooling water temperature supplying the vessels is less or more than the specified temperature at time of testing, power consumption will be adjusted to power consumption at maximum cooling water temperature conditions based on the difference between measured generator inlet cooling water temperature, specified cooling water temperature, and data from Veolia's generator tables for kWh/lb vs. cooling water temperature.

For each generator production test point, 5 consecutive readings will be taken and recorded at 30-minute interval after steady-state ozone production conditions have been attained. The recorded data to include the time, oxygen flow rate, inlet oxygen pressure, oxygen inlet temperature, oxygen outlet temperature, cooling water outlet flow, cooling water inlet temperature, cooling water outlet temperature, real power draw, ozone concentration, calculated ozone production, and specific energy.

The Baseline Performance Test will be coordinated with the Owner such that the maximum ozone production and duration required for the test can be accommodated with the current plant water production and ozone demands.

Ozone concentration will be measured by the existing ozone high concentration monitors installed on each ozone generator, and validated by using a wet chemistry method, also known a "wet test".

#### **2.5 Site Services**

Definition of "calendar-days" is Monday through Friday.

See section “**Conditions of Field Service**” of this proposal for definitions of WORK, TRAVEL and STANDBY TIME and the rates that apply to each. Please note the three (3) applicable rates that would apply if service is required in addition to the times allotted by the base proposal.

All times include travel

### 2.5.1 Installation Assistance (during first PSU installation)

- Review concerns with installations and provide guidance where applicable

TOTAL Man-days	TOTAL Calendar-days	TOTAL Man-hours	TRIPS
*	2	*	1

### 2.5.2 Post Installation Start-Up – PSU & OG #3

- Ozone Generator Cleaning, Reconditioning, Reconfiguring, and Dielectric Replacement
- PSU Final Inspection
- Operational Readiness Testing
- Functional Validation Testing
- Training

TOTAL Man-days	TOTAL Calendar-days	TOTAL Man-hours	TRIPS
*	8	*	Multiple

### 2.5.3 Post Installation Start-Up – PSU & OG #4

- Ozone Generator Cleaning, Reconditioning, Reconfiguring, and Dielectric Replacement
- PSU Final Inspection
- Operational Readiness Testing
- Functional Validation Testing

TOTAL Man-days	TOTAL Calendar-days	TOTAL Man-hours	TRIPS
*	8	*	Multiple

### 2.5.4 Baseline Performance Testing

- All three generator sequentially

TOTAL Man-days	TOTAL Calendar-days	TOTAL Man-hours	TRIPS
*	4	*	1

### 3 Schedule/Timeframe

The following remains to be finalized.

- Signing of Purchase order TBD
- Submittal of detailed engineering: 8 Weeks (from date of contract signature)
- Fabrication, testing, packaging.... 36 Weeks (from date of approved submittals)
- Delivery to site 2 Weeks (from release for delivery)
- Commissioning & Start-Up: TBD

#### 4 Optional Equipment & Services

##### 4.1 Performance Bond

##### 4.2 Loose Parts

GAS PHASE ANALYZERS				
QTY	TAG NO.	DESCRIPTION	MANUFACTURER	MODEL #
1	AIT-XXX	High-Concentration Ozone Analyzer Location: Common ozone Header	Teledyne	465H
1	AIT-XXX	High-Concentration Ozone Analyzer Location: Shelf spare	Teledyne	465H
2	AIT-XXX	Ambient Low-Concentration Ozone Analyzer Location: Unknown	Teledyne	465L
1	AIT-XXX	Ambient Concentration Oxygen Analyzer Location: Unknown	MSA	Ultima® X Series

##### 4.3 Additional Spare Parts

AUTOMATION SPARE PARTS				
QTY	TAG NO.	DESCRIPTION	MANUFACTURER	MODEL #
1	-	Operator Interface Terminal	Allen-Bradley	2711P-T12W22D9P
1	-	Field Potential Distributor Module.	Allen-Bradley	5069-FPD
1	-	Digital Input Module	Allen-Bradley	5069-IA16
1	-	Analog Input Module	Allen-Bradley	5069-IF8
1	-	PLC	Allen-Bradley	5069-L340ER
1	-	Digital Output Module	Allen-Bradley	5069-OB16
1	-	Analog Output Module	Allen-Bradley	5069-OF4

##### 4.4 Allowance for Miscellaneous Services and Materials

For use at the client's discretion.

## **5 Warranty**

Veolia shall provide the following warranty for the equipment provided under this proposal:

- Base Warranty
  - Twelve (12) months following successful Start-Up/Commissioning or eighteen (18) months following delivery, whichever comes first.
- Specific Warranty
  - PSU Power Converters: Sixty (60) months following successful Start-Up/Commissioning or sixty-six (66) months following delivery if Start-Up/Commissioning is not completed within six (6) months of delivery.
  - Ozone generator dielectrics: Sixty (60) months following successful Start-Up/Commissioning or sixty-six (66) months following delivery if Start-Up/Commissioning is not completed within six (6) months of delivery.

**NOTE: The above stipulation complements item e) of paragraph 6 of the “General Terms and Conditions of Sale”.**



## **6 Clarification and specifics**

- a) All field demolition and rebuild to be accomplished by others.
- b) The Ethernet switches required in each Power Supply Unit will be sourced by the City on Ann Arbor such that they can be registered as part of the city's switch network and pre-configured by the City of Ann Arbor's IT department. The Ethernet switches will be shipped to Veolia's testing facility in Ancaster, Ontario, Canada prior to commencing any functional validation and factory testing of the Power Supply Unit. Functional Testing and Factory Testing will need to be accomplished with the customer provided Ethernet Switches.

## **7 Deviations**

No deviations

## 8 Exclusions to VEOLIA Scope of Supply

The following are excluded from the VEOLIA offer and will not be part of VEOLIA scope of supply. These will need to be provided by others:

### 8.1 *Witnessed Factory Testing*

There is no provision for witnessed factory testing

### 8.2 *Control Panel Modification*

Work associated with the addition of new hardware to existing/retained control panels will be done by others.

Work associated with modifications to the wiring of existing/retained control panels will be done by others.

### 8.3 *SCADA/DCS Development*

The development, management, and general responsibility of the client's SCADA/DCS will be done by others.

### 8.4 *Generalized Work*

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

- Removal and disposal of the existing Power Supply units, and any other component and equipment being demolished as part of this project
- Installation of the new Power Supply Units or any other component and equipment, both mechanically and electrically as stated in the submittal drawings
- Equipment unloading, storage or erection.
- Interconnecting and intra-connecting electrical wiring except in skid mounted packaged equipment.
- Interconnecting and intra-connecting oxygen, ozone or water piping and manual valves between the oxygen system components, ozone system components, equipment skids, contactors or ozone destruct system components except as noted.
- Wall sleeves and fittings.
- HVAC.
- Control wiring or piping.
- Insulation on ozone generators, cooling water piping, ozone destructors or other hot or cold surfaces.
- Air, ozone, liquid oxygen, gaseous oxygen or water piping.
- Anchor bolts
- Instruments and valves except as noted.
- Instrument air, instrument tubing or fittings.
- Power wiring and conduit.
- Motor control center and local disconnects.
- Field calibration of existing instruments.

## **9 GENERAL**

The equipment described in this proposal will be of manufacturer's standard design and, where shipping tolerances require, will be shipped knocked down for installation in the field by others. This proposal does not include any expense for unloading, storage, erection, or supervision of erection.

The equipment to be furnished by VEOLIA will include only those major equipment items normally manufactured or supplied by VEOLIA as specifically listed in the equipment section of this proposal. Other items required to complete installation such as, but not limited to, wiring, conduit, starters, insulation, finish coats of paint, and pipe and fittings external to the major equipment components, will be done by others unless otherwise specified herein.

### **9.1 *Shipment and Schedules***

Shipment is quoted DDP delivery site with truck freight allowed to job site. Costs of unloading these items at the site are not included under VEOLIA scope.

### **9.2 *Shop Testing of Equipment:***

Equipment will be functionally tested at the factory prior to shipment.

## 10 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 VEOLIA such Field Service or technical advice during installation or start up of the Products, in which case Purchaser agrees to pay VEOLIA for Work Time, Travel Time and Standby Time based on (1) VEOLIA's "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 VEOLIA 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	\$ 1490.00	Per day
PROGRAMMING SERVICE	\$ 1500.00	Per day

#### TIME DEFINITIONS

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

#### TERMS AND CONDITIONS

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

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

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

## 11 General Terms and Conditions of Sale – Sale of Capital Equipment

**1. Exclusive Terms and Conditions.** Together with any other terms the Parties agree to in writing, these General Terms and Conditions – together with the last proposal in order of time issued by the Seller – form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment (jointly "Equipment") and to provide advice, instruction and other services in connection with the sale of that Equipment ("Services"). If Buyer sends to Seller other terms and conditions to which Seller may not respond, including but not limited to those contained in Buyer's purchase order, such shall not apply. This Agreement may only be revised by a change order approved in writing by both Parties. All terms not defined herein shall be defined in Seller's proposal.

**2. Equipment and Services.** The Equipment to be delivered and the Services to be provided shall be as set out in this Agreement. Unloading, handling, storage, installation, and operation of Buyer's systems or the Equipment are the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's systems or the Equipment at Buyer's site.

**3. Prices and Payment.** Buyer shall pay Seller for the Equipment and Services in accordance with the payment schedule (as set forth in Seller's proposal or, if applicable, in any special conditions agreed to in writing by the Parties). Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice. Seller may require a Letter of Credit or other payment guarantee, in which case the stated amount of the guarantee will be adjusted by Buyer in the event of any currency-based adjustment to prices or payment amounts per the Payment Schedule, and Buyer shall deliver the adjusted guarantee within five (5) days of request by Seller. Buyer agrees to reimburse Seller for collection costs, including 2% (two per cent) interest per month (not to exceed the maximum amount permitted by applicable law), should Buyer fail to timely pay. Buyer shall have no rights to make any deduction, retention, withholding or setoff relating to any payments due under this Agreement.

**4. Taxes and Duties** Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Agreement ("Seller Taxes"). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Agreement or the performance of or payment for work under the Agreement other than Seller Taxes ("Buyer Taxes"). The Agreement prices do not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Agreement price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Buyer shall furnish Seller with evidence of tax exemption acceptable to taxing authorities if applicable, prior to execution of the Agreement by both Parties or issuance by the Seller of the order acceptance. Buyer's failure to provide evidence of exemption at time of order will relieve Seller of any obligation to refund taxes paid by Seller.

**5. Delivery, Title, Risk of Loss.** Unless otherwise specified in this Agreement, Seller shall deliver all Equipment to Buyer FCA (Incoterms 2010) Seller's facility. The time for delivery of the Equipment to Buyer shall be specified in this Agreement. Seller's sole liability for any delay in delivery of the Equipment shall be as expressly set out in this Agreement. The place of delivery specified herein shall be firm and fixed, provided that Buyer may notify Seller no later than forty-five (45) days prior to the scheduled shipment date of the Equipment of an alternate point of delivery, Buyer shall compensate Seller 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 Seller, Buyer shall designate a climate-controlled storage location, and Seller shall ship such Equipment to storage. Title and risk of loss shall thereupon pass to Buyer, and amounts payable to Seller upon delivery or shipment shall be paid by Buyer along with expenses incurred by Seller. Services provided herein shall be charged at the rate prevailing at the time of actual use and Buyer shall pay any increase, and Buyer shall pay directly all costs for storage and subsequent transportation. Failure by Buyer to take delivery of the Equipment shall be a material breach of this Agreement.

Title and risk of loss to the Equipment shall be transferred from Seller to Buyer at the point of delivery upon handover in accordance with this Agreement. Title and risk of loss to the Services shall pass as they are performed.

**6. Warranties and Remedies.** Seller warrants that Equipment shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications. Seller's warranty does not cover the results of improper handling, storage, installation, commissioning, operation or maintenance of the Equipment by Buyer or third parties, repairs or alterations made by Buyer without Seller's written consent, influent water which does not comply with agreed parameters, or fair wear and tear.

Unless otherwise expressly provided in this Agreement, the foregoing warranties are valid for:

- (a) chemicals and Services, for six (6) months from their date of delivery or the provision of Services;
- (b) consumables, including filters and spiral wound membranes (other than spiral wound membranes for process treatment), the earlier of twelve (12) months from date of first use of fifteen (15) months from their date of delivery;
- (c) spiral wound membranes for process fluid treatment, ninety (90) days from their date of first use;
- (d) ultrafiltration membranes (ZW500, ZW700B, ZW1000, ZW1500), twelve (12) months from their date of delivery;
- (e) Equipment other than chemicals and consumables, the earlier of, twelve (12) months from acceptance or thirty (18) months from delivery of equipment;
- (f) software, ninety (90) days from the date of receipt;
- (g) Equipment not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only,

Any claim for breach of these warranties must be promptly notified in writing, and Buyer shall make the defective item available to the Seller, or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Equipment or Services or any breach of these warranties is limited to repair at Seller's facility or (at Seller's option) replace at Seller's facility the defective item of Equipment, and re-perform defective Services. In performance of its obligations hereunder, Seller will not control the actual operation of either Buyer's systems or the Equipment at the Buyer's site.

Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period.

The warranties and remedies are conditioned upon (a) proper unloading, handling, storage, installation, use, operation, and maintenance of the Equipment and Buyer's facility and all related system in accordance with Seller's instructions and, in the absence, generally accepted industry practice, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Equipment or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void.

The Buyer will be entitled to assign to a subsequent owner of the Equipment the warranties of the Seller under this Agreement, provided that a prior written notification is sent to the Seller and the assignment agreement contains terms and conditions which provide the Seller with the protections of the warranties and limitations on liability contained in the Agreement. Subject to Buyer's compliance with the foregoing requirement, such warranty rights are expressly assignable by the Buyer to a subsequent owner of the Equipment. Except as provided herein, Buyer is not entitled to extend or transfer this warranty to any other party. 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.

Unless otherwise expressly stipulated in this Agreement, Seller gives no warranty or guarantee as to process results or performance of the Equipment, including but not limited to product quality, flow, production, capacity, membrane life, chemical consumption, regulatory compliance or energy consumption.

**7. General Indemnity.** Seller shall indemnify and hold harmless Buyer from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Seller or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement. Buyer shall likewise indemnify and hold harmless Seller from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of the Buyer, its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each Party in proportion to its negligence. For the purposes of this article (i) "Third party" shall not include Buyer or any subsequent owner of the Equipment, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

**8. Compliance with Laws and Permits.** All permits, authorisations, and licenses which are required to construct, install and/or operate Buyer's facility or equipment, to use the Equipment, or to manage and dispose of any wastes, discharges, and residues resulting from Buyer's use of the Equipment, shall be obtained and maintained by Buyer at Buyer's sole expense. Buyer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, registration, and labelling of all Equipment after delivery of the Equipment, as well as for the proper management and disposal of all wastes, discharges, and residues.

**9. Buyer's Site Conditions.** Buyer warrants that any data furnished to the Seller concerning conditions at Buyer's site (including but not limited to any existing Buyer facility, equipment or processes, influent water or other substances to be treated or measured with the Equipment) is accurate and complete, and the Seller reserves the right to utilize the most appropriate design compatible with generally accepted engineering practices, and to make changes in details of design, manufacture and arrangement of Equipment unless precluded by any limitations specified in this Agreement. Seller shall notify Buyer of (1) any conditions at Buyer's site which materially differ from those indicated in the data furnished by Buyer, (2) any previously unknown physical conditions at Buyer's site of an unusual nature, not revealed by previous investigations and differing from those ordinarily encountered in the type of work provided for in this Agreement, and (3) the presence of any Hazardous Materials (as defined below), the existence of a contaminated soil, unexploded ordinance, or archaeological remains. If such conditions cause an increase in Seller's cost or in the time required for the performance of Seller's obligations, Seller shall be entitled to an equitable adjustment in the Agreement price and an extension in the time for performance.

**10. Hazardous Materials and Wastes.** In the event that Seller encounters any Hazardous Materials (meaning toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any law, statute, directive, ordinance or regulations promulgated by any applicable governmental entity) at Buyer's site, other than Hazardous Materials introduced by Seller or that are otherwise the express responsibility of Seller under this Agreement, Buyer shall immediately take whatever precautions are required to legally eliminate such Hazardous Materials so that the Seller's work under this Agreement may safely proceed. At no time shall Seller be deemed to have taken title to or the responsibility for the management or disposal of any wastes, Hazardous Materials, influent water, any resultant product streams, wastewater streams, discharges, cleaning materials, or any other materials or substances processed by the Equipment or otherwise located at Buyer's site. Seller does not take responsibility for and hereby expressly disclaims responsibility for the characterization or disposal of wastes, Hazardous Materials, or for the identification, selection, or management of disposal facilities for any wastes.

**11. Excusable Delays.** Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, 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 Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labour disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed for a period exceeding 180 (one hundred and eighty) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid an amount equal to that which would be payable to Seller under the article entitled "Termination". If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable adjustment in schedule, price and/or performance, as applicable.

**12. Emergencies.** If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such circumstances no longer apply. Any such occurrence shall be considered an excusable delay event. Buyer shall reasonably assist in the event of any such evacuation.

**13. Confidentiality, Intellectual Property.** Both Parties agree to keep confidential the other Party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Equipment



to testing, analysis, or any type of reverse engineering. Seller 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. Buyer 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 Seller's express prior written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its other buyers based upon purchase and use of such Equipment. Seller grants to Buyer a non-exclusive, non-terminable, royalty free license to use the intellectual property embedded in Equipment delivered to and paid for by the Buyer, as well as any drawings, design or data delivered to and paid for by the Buyer, for the purposes of owning, financing, using, operating and maintaining the relevant Equipment at Buyer's site. Such license may only be assigned to a subsequent owner of the Equipment or to an operations and maintenance subcontractor. Such license does not extend to the re-creation of the Equipment or the manufacture of spares or consumables by Buyer or third parties.

Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable royalty free project-specific license to such software for the use, operation or maintenance at Buyer's site of any Equipment purchased hereunder to which the software is a necessary component. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software.

Seller shall indemnify and hold harmless Buyer from any rightful claim of any third party that any Equipment or Service infringe a patent in effect in the USA, an EU member state or country of delivery (provided there is a corresponding patent issued by the USA or an EU member state), or USA copyright or copyright registered in the country of delivery. If the Buyer notifies the Seller promptly of the receipt of any such claim, does not take any position adverse to the Seller regarding such claim and gives the Seller information, assistance and exclusive authority to settle and defend the claim, the Seller shall, at its own expense and choice, either (i) settle or defend the claim and pay all damages and costs awarded in it against the Buyer, or (ii) procure for the Buyer the right to continue using the Equipment or Service, or (iii) modify or replace the Equipment or Service so that it becomes non-infringing, or (iv) remove the infringing Equipment and refund the price. The above paragraph shall not apply to any misuse of Equipment or Equipment which is manufactured to the Buyer's design, or to alleged infringement arising from the combination, operation, or use of any Equipment or Services with other equipment or services when such combination is part of any allegedly infringing subject matter. The foregoing list of sub-sections (i), (ii), (iii), and (iv) and related terms state the entire liability of the Seller for intellectual property infringement by any Equipment or Service.

**14. Limitations on Liability.** 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:

- (a) THE TOTAL LIABILITY OF THE SELLER 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 BUYER UNDER THIS AGREEMENT OR (IN THE CASE OF AN AGREEMENT FOR SERVICES WITH A TERM OF MORE THAN ONE YEAR) THE ANNUAL PRICE PAYABLE BY BUYER UNDER THIS AGREEMENT;
- (b) IN NO EVENT SHALL SELLER 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 BUYER'S CUSTOMERS FOR SUCH DAMAGES, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES;
- (c) SELLER'S LIABILITY SHALL END UPON EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, PROVIDED THAT BUYER MAY CONTINUE TO ENFORCE A CLAIM FOR WHICH IT HAS GIVEN NOTICE PRIOR TO THAT DATE BY COMMENCING AN ACTION OR ARBITRATION, AS APPLICABLE UNDER THIS AGREEMENT, BEFORE EXPIRATION OF ANY STATUTE OF LIMITATIONS OR OTHER LEGAL TIME LIMITATION BUT IN NO EVENT – TO THE EXTENT PERMITTED BY APPLICABLE LAW – LATER THAN FIVE (5) MONTHS AFTER EXPIRATION OF SUCH WARRANTY PERIOD.

For the purposes of this article, "Seller" shall mean Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively. If Buyer is supplying Seller's Equipment or Services to a third party, Buyer shall require the third party to agree to be bound by this article. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this article.

**15. Termination.** This Agreement and any performance pursuant to it may be terminated by either Party, and the consequences of such termination shall be as set out in the next paragraph, if the other Party

- (a) becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency laws; or
- (b) fails to make any payment when due or to establish any payment security required by this Agreement, or commits a material breach or defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days of written notice from the other Party.

Upon the termination of this Agreement by Buyer for cause (i) Seller shall reimburse Buyer the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Agreement price allocable to Equipment completed, and (b) amounts for Services performed before the effective date of termination. Upon the termination of this Agreement by Seller for cause Buyer shall pay to Seller within thirty (30) days of receipt of invoice the price of all Equipment or Services delivered at the date of termination, plus an amount equal to all costs and expenses incurred in the engineering, sourcing, financing, procurement, manufacture, storage and transportation of the Equipment including materials, work in progress and any cancellation charges assessed against Seller by Seller's suppliers including reasonable overhead and profit on all such costs and expenses. Alternatively, if any schedule of termination payments has been agreed between the Parties, Buyer shall pay to Seller within thirty (30) days of receipt of invoice the amounts set out in that schedule.

Seller shall have the right to suspend performance upon written notice to Buyer in any case where Seller would have the right to terminate the Agreement under this article, without prejudice to Seller's right to terminate this Agreement for cause. Any cost incurred by Seller in accordance with any such suspension (including storage costs) shall be payable by Buyer upon submission of the Seller's invoice(s).

Performance of the Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of such suspension.

**16. Governing Law, Dispute Resolution.** This Agreement shall be governed by the substantive laws of the State of New York. In the event of a dispute concerning this Agreement, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Philadelphia, PA, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this article.

Notwithstanding the foregoing, each Party shall have the right to commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Agreement, in order to seek and obtain a restraining order or injunction to enforce the confidentiality intellectual property provisions set forth in the first two paragraphs of article 13; nuclear use restrictions set forth in article 17, or to seek interim or conservatory measures not involving monetary damages.

**17. No Nuclear Use.** Equipment and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, the Buyer warrants that it shall not use or permit others to use the Equipment or Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability.

**18. Export Control.** Seller's obligations are conditioned upon Buyer's compliance with all applicable trade control laws and regulations including those of the United States, European Union, and France. Additionally, Buyer shall not sell, distribute, disclose, release or otherwise transfer any item or technical data provided under this Agreement to: (i) any country designated as a "State Sponsor of Terrorism" by the U.S. Department of State including, for this Agreement, the countries of North Korea (ii) any entity located in, or owned by an entity located in, a "State Sponsor of Terrorism" country, North Korea, (iii) the region of Crimea or (iv) any person or entity listed on the "Entity List" or "Denied Persons List", the list of "Specifically Designated Nationals and Blocked Persons" maintained by any other applicable prohibited party list. The Buyer hereby certifies that the work, technical data, software or other information or assistance furnished by the Seller or its Affiliates under this contract will not be used in the design, development, production, stockpiling or use of chemical, biological or nuclear weapons either by the Buyer or by any entity acting on the Buyer's behalf. The obligations of the parties to comply with all applicable trade control laws and regulations shall survive any termination or discharge of any other contract obligations.

**19. Changes.** Each Party may at any time propose changes in the schedule or scope of Equipment or Services. All changes to the Equipment or Services shall be subject to mutual agreement via a written change order or variation, which shall only become effective once signed by both Parties. The scope, Agreement price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. It shall be acceptable and not considered a change if Seller delivers Equipment (including Equipment replacement under warranty) that bears a different, superseding or new part or version number compared to the part or version number listed in the Agreement, provided that in no circumstance shall this affect any other of Seller's obligations including those set forth in article 6.

**20. Conflicts; Survival, Assignment.** If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in this Agreement shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and this Agreement shall be interpreted and implemented in a manner which best fulfils Parties' intended agreement. Those provisions which by their nature remain applicable after termination shall survive the termination of this Agreement for any reason. Seller may assign or novate its rights and obligations under the Agreement, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Agreement to any party without Buyer's consent, and the Buyer hereby agrees, by signing this Agreement, to such assignment and to execute any document that may be necessary to complete Seller's assignment or novation. This Agreement shall not otherwise be assigned by either Party without the other Party's prior written consent, and any assignment without such consent shall be void.

Seller may (i) manufacture and source the Equipment and any part thereof globally in the country or countries of its choosing; and (ii) subcontract portions of the Services, so long as Seller remains responsible for such.

**21. No third party beneficiary.** Except as specifically set forth in the article entitled "Limitations on Liability" and "No Nuclear Use", this Agreement is not intended to, and does not, give to any person who is not a party to this Agreement any rights to enforce any provisions contained in this Agreement.

**22. Entire Agreement.** This Agreement embodies the entire agreement between Buyer and Seller and supersedes any previous documents, correspondence or agreements between them. No modification, amendment, revision, waiver, or other change shall be binding on either Party unless agreed in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not specified herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement

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### ***Additional Clauses***

\*\*\* **Insurance.** Buyer shall maintain all risk property and boiler and machinery breakdown insurance covering the full replacement value of Buyer's site, systems and related equipment, together with business interruption coverage, which includes a waiver of subrogation in favour of Seller and its affiliates. Prior to commencement of any work under this Agreement, and not less than annually thereafter during the term of this Agreement, Buyer shall deliver to Seller a certificate(s) of insurance and copy of waiver of subrogation endorsement evidencing that the foregoing insurance is in full force and effect. Seller shall maintain types and amounts of insurance against loss or damage and such other risks as customarily insured against by businesses whose operations are comparable to those of the Seller. Seller shall not be obliged to add Buyer or any other third party as an additional insured under Seller's insurance policies.

\*\*\* **Inspection and Factory Tests.** Seller will apply its normal quality control procedures in manufacturing the Equipment. Seller shall attempt to accommodate requests by Buyer to witness Seller's factory tests of Equipment, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work.

\*\*\* **Change control.** Buyer shall notify Seller immediately upon any change in ownership of more than fifty per cent (50%) of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Seller objects to the change, Seller may (a) terminate the Agreement, (b) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (c) put in place special controls regarding Seller's Confidential Information.

## 12 Selling Price

Item	Description	Price
<b>Base Offer</b>		
1.a	Engineering, shop drawing submittal	<b>\$ 36,000 USD</b>
1.b	Two (2) new PSU's, dielectrics, internals, spare parts, services	<b>\$ 720,500 USD</b>
<b>TOTAL Selling Price:</b>		<b>\$ 756,500 USD USD <sup>(1)</sup> (*)</b>
<b>Options</b>		
2.a	Option #1: Performance Bond	<b>\$ 11,500 USD</b>
2.b	Option #2: Loose Parts	<b>\$ 54,000 USD <sup>(1)</sup></b>
2.c	Option #3: Additional Spare Parts	<b>\$ 29,000 USD <sup>(1)</sup></b>
2.d	Option #4: Allowance for Miscellaneous Service and Materials	<b>\$ 15,000 USD <sup>(2)</sup></b>

### SHIPPING TERMS

DDP Shipping point, freight included to jobsite

### TERMS OF PAYMENT

20% Net 30 days from contract signing  
 10% Net 30 days from shop drawing submittal  
 60% Net 30 days from shipment of equipment  
 10% Net 30 days from successful commissioning and testing, or one hundred twenty (120) days from shipment of equipment (whichever comes first)

### VALIDITY

Final: 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 VEOLIA for any additional service days and/or trips in accordance with VEOLIA'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 (see above) weeks after agreement to all terms, as evidenced by Veolia's receipt of this proposal, fully executed; or, in the event that Purchaser issues a Purchase Order, Veolia's receipt of fully executed letter agreement. Veolia estimates that shipment of the Products can be made in approximately (see above) weeks after Veolia has received from Purchaser final approval of all submittal drawings and data.

### NOTES

- \* No Sales Tax has been included. If required tax will be added to the selling price at the current rate when invoice is submitted
- 1 In the event of a change in law, regulations, executive orders, tariffs taking place after the execution of a Purchase Order which impacts either party's performance of its obligations hereunder, the parties shall negotiate a Change Order to address the change, including adjustments to the Purchase Order Price and schedule.
- 2 Should this allowance be exercised, spending against this allowance by Veolia can only be made after written authorization by the client purchasing

department.

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

**PURCHASER'S ACCEPTANCE:**

Name \_\_\_\_\_

Title \_\_\_\_\_

Company  
Name \_\_\_\_\_

Date: \_\_\_\_\_

**Ship To:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SELLER**Name Vito RuvoTitle Technical Sales Lead – Municipal OzoneCompany  
Name VEOLIA WATER TECHNOLOGIES  
TREATMENT SOLUTIONS USA INC.Date: April 16, 2025

### **13 ADDENDIX A: Reference Documents**

Eight (8) pages, including this one



Ruvo, Vito &lt;vito.ruvo@veolia.com&gt;

**Re: Ann Arbor WTP Ozone Generator Upgrades - Phase 2**

1 message

jonville, Dorothee &lt;dorothee.jonville@veolia.com&gt;

Tue, Oct 22, 2024 at 9:55 AM

To: "Nezgod, William" &lt;william.nezgod@veolia.com&gt;, Vito Ruvo &lt;vito.ruvo@veolia.com&gt;, "Schlanderer, Emily" &lt;eschlanderer@a2gov.org&gt;

Hi Emily

I am adding Vito Ruvo and Bill Nezgod to this conversation.  
They will be the ones in charge of this proposal phase.

-Sincerely,

Dorothee Jonville  
Project Manager

Upcoming Unavailability:

Will be out of office 10/29 to 10/30 with limited access to my email

**VEOLIA WATER TECHNOLOGIES & SOLUTIONS - Project Manager - NAM Projects**

Office: +1 201.482.2068 / Mobile: (551) 330-6582

E-mail: [dorothee.jonville@veolia.com](mailto:dorothee.jonville@veolia.com)[www.watertechnologies.com](http://www.watertechnologies.com)

----- Forwarded message -----

From: **Schlanderer, Emily** <[ESchlanderer@a2gov.org](mailto:ESchlanderer@a2gov.org)>

Date: Tue, Oct 22, 2024 at 9:52 AM

Subject: Ann Arbor WTP Ozone Generator Upgrades - Phase 2

To: Dorothee Jonville <[dorothee.jonville@veolia.com](mailto:dorothee.jonville@veolia.com)>

Hi Dorothee,

As we wrap up the replacement of the 2 Ozone Generator PSUs and other improvements, we have an opportunity to continue this project with a Phase 2 to replace the other 2 PSUs. I wanted to start with a conversation to understand what level of request Veolia needs to see from the City to begin working on a proposal. We expect the scope to be near identical to the first phase, and would work with UIS as the installing contractor again. Feel free to forward my email to loop in the correct people.

Thank you,

**Emily Schlanderer, PE** | WTP Engineer | [ESchlanderer@a2gov.org](mailto:ESchlanderer@a2gov.org) | **City of Ann Arbor**  
919 Sunset Road | Ann Arbor, MI 48103 | direct 734.794.6426 | cell 248.224.6492



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Ruvo, Vito &lt;vito.ruvo@veolia.com&gt;

**Ann Arbor WTP Ozone Generator Upgrades - Phase 2**

1 message

**Schlenderer, Emily** <ESchlenderer@a2gov.org>

Thu, Nov 7, 2024 at 1:32 PM

To: "jonville, Dorothee" &lt;dorothee.jonville@veolia.com&gt;, "Nezgod, William" &lt;william.nezgod@veolia.com&gt;

Cc: "Ruvo, Vito" &lt;vito.ruvo@veolia.com&gt;, "glenn.hummel@hesco-mi.com" &lt;glenn.hummel@hesco-mi.com&gt;

Hello Veolia Team,

Thanks for the call earlier today. As discussed, as we wrap up the replacement of the Ozone Generator PSUs (nos. 1 and 2), we have an opportunity to continue this project with a Phase 2 to replace the other 2 PSUs (nos. 3 and 4). We expect the scope to be near identical to the first phase (PSUs, dielectrics and internals), and we plan to work with UIS as the installing contractor again. Can Veolia please prepare a proposal for this work? You should be able to reference all of the same information that was shared for the first phase, but please let me know if you need any information, operational data, photos, etc.

I recall there being some back and forth on Terms and Conditions, so hopefully whatever we came to terms on last time will work again for this phase. If we can execute this as an amendment, they T&Cs should just carry over. Also, if there were any lessons learned or tweaks made in the field during installation that would make this proposal vary from the 2022 Phase 1 proposal, please make sure to include that.

Regarding milestone dates, we would like to have your proposal by end of 2024, city council and contract execution by end of March. Shop drawings development/review/approval this fiscal year (before 6/30/25) and equipment cost next fiscal year (after 7/1/2025).

Let me know if you'd like to schedule a call for additional discussion.

Thank you,

**Emily Schlenderer, PE** | WTP Engineer | [ESchlenderer@a2gov.org](mailto:ESchlenderer@a2gov.org) | **City of Ann Arbor**  
919 Sunset Road | Ann Arbor, MI 48103 | direct 734.794.6426 | cell 248.224.6492



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**RE: Ann Arbor WTP Ozone Generator Upgrades - Phase 2**

1 message

**Schlenderer, Emily** <ESchlenderer@a2gov.org>

Fri, Jan 31, 2025 at 2:51 PM

To: Vito Ruvo &lt;vito.ruvo@veolia.com&gt;

Cc: Sanjeev Verma &lt;sanjeev.verma@hesco-mi.com&gt;, Dorothee Jonville &lt;dorothee.jonville@veolia.com&gt;, "Nezgod, William" &lt;william.nezgod@veolia.com&gt;, Richard Pineo &lt;richard.pineo@veolia.com&gt;, "glenn.hummel@hesco-mi.com" &lt;glenn.hummel@hesco-mi.com&gt;

Hello again,

We have reviewed and compiled comments below. Some are based on differences flagged in comparison to the 2022 proposal.

1. In the site services. Was this based on how many (and duration of) trips actually made in the first phase?
  - a. 2022 proposal included 16 days + performance testing (x days) + 20 days for dielectric replacement.
    - i. One (1) two-day trip for installation inspection.
    - ii. Two (2) Installation Oversight visits, one trip of two (2) days on site for each of the PSU / ozone dielectric upgrades.
    - iii. Two (2) five-day trips (total of 10 days) for start-up, commissioning and training for PSU upgrade.
    - iv. Two (2) trips (for a total of 20 man-days on site) for dielectric replacement.
    - v. 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.
  - b. The 2025 proposal includes 22 days total:
    - i. One (1) two-day trip for installation assistance
    - ii. For post-installation Start-up:
      1. Multiple trips totaling 8 calendar days for PSU and OG #3
      2. Multiple trips totaling 8 calendar days for PSU and OG #4
      3. One (1) 4-day trip for performance testing
      4. Nothing for dielectric replacement. Based on feedback from UIS on the first phase, sounds like One (1) 5-day trip, (10 man days) was what was needed. Please consider and revised accordingly. Happy to discuss.
  - b. Based on feedback from UIS, they believe they can have both PSUs (3 and 4) ready for startup and commissioning on the same trip, instead 1 PSU at a time. Please consider how this may impact your proposed site services.
    1. Under "Automation and Control Components" the PLC references 5069-L240ER, and the 2022 proposal listed 5069-L320ER CPU., and the original installation included an upgrade to install with 5069-L340ER controllers. This may just be a typo. Please confirm and update accordingly.
    2. Ethernet Switch – Based on feedback from City IT, we would prefer to procure the switches so they can be registered as part of the City switch network system and can be configured on the bench prior to startup. Let us know if there are questions and concerns. If not, please update proposal accordingly. City IT is comfortable with the 16801 as indicated on the proposal.

3. For spare parts, would it be possible to provide a price option to include one of each PLC part number to have on the shelf?
4. The 2022 proposal mentioned the uncertainty in integration services. What was learned after installation? Were phone calls and UIS services sufficient?
5. Can you break out a price for shop drawings? Or assume 10% of the Base Offer? We will likely issue an initial PO for the shop drawings first, then amend for the full amount, similar to the first phase.
6. Does the Base Offer include Performance Bond and Miscellaneous Allowance? Looks like we include the \$12,400 and \$15,000 allowance in the 2022 phase.
7. Are you comfortable with the same T&Cs that were included in the Contract last time? Do we need to discuss?

Please review and let me know if you'd like to discuss any of the above comments.

Thank you,

**Emily Schlenderer, PE** | WTP Engineer | [ESchlenderer@a2gov.org](mailto:ESchlenderer@a2gov.org) | **City of Ann Arbor**  
direct 734.794.6426 | cell 248.224.6492





Ruvo, Vito <vito.ruvo@veolia.com>

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**RE: Ann Arbor WTP Ozone Generator Upgrades - Phase 2**

1 message

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**Schlenderer, Emily** <ESchlenderer@a2gov.org>

Tue, Feb 4, 2025 at 1:00 PM

To: "Ruvo, Vito" <vito.ruvo@veolia.com>

Cc: Sanjeev Verma <sanjeev.verma@hesco-mi.com>, Dorothee Jonville <dorothee.jonville@veolia.com>, "Nezgod, William" <william.nezgod@veolia.com>, Richard Pineo <richard.pineo@veolia.com>, "glenn.hummel@hesco-mi.com" <glenn.hummel@hesco-mi.com>

Hi Vito,

Sounds like a plan. Yes, please include performance bond as an option as you did previously.

Also – we have had some recent issues with the ozone system analyzers. Would Veolia have recommendations, and able to supply replacement of the ozone concentration analyzer, possibly also the ambient oxygen and ozone analyzers? If yes, can you please include these items in the revised proposal?

Thank you,

**Emily Schlenderer, PE** | WTP Engineer | [ESchlenderer@a2gov.org](mailto:ESchlenderer@a2gov.org) | **City of Ann Arbor**  
direct 734.794.6426 | cell 248.224.6492



Ruvo, Vito &lt;vito.ruvo@veolia.com&gt;

**RE: Ann Arbor WTP Ozone Generator Upgrades - Phase 2**

1 message

**Schlenderer, Emily** <ESchlenderer@a2gov.org>

Fri, Feb 7, 2025 at 3:05 PM

To: "Ruvo, Vito" &lt;vito.ruvo@veolia.com&gt;

Cc: Sanjeev Verma &lt;sanjeev.verma@hesco-mi.com&gt;, Dorothee Jonville &lt;dorothee.jonville@veolia.com&gt;, "Nezgod, William" &lt;william.nezgod@veolia.com&gt;, Richard Pineo &lt;richard.pineo@veolia.com&gt;, Glenn Hummel &lt;glenn.hummel@hesco-mi.com&gt;

See below in red, and attached photos.

**Emily Schlenderer, PE** | WTP Engineer | [ESchlenderer@a2gov.org](mailto:ESchlenderer@a2gov.org) | **City of Ann Arbor**  
direct 734.794.6426 | cell 248.224.6492**From:** Ruvo, Vito <vito.ruvo@veolia.com>**Sent:** Tuesday, February 4, 2025 1:29 PM**To:** Schlenderer, Emily <ESchlenderer@a2gov.org>**Cc:** Sanjeev Verma <sanjeev.verma@hesco-mi.com>; Dorothee Jonville <dorothee.jonville@veolia.com>;  
Nezgod, William <william.nezgod@veolia.com>; Richard Pineo <richard.pineo@veolia.com>; Glenn Hummel  
<glenn.hummel@hesco-mi.com>**Subject:** Re: Ann Arbor WTP Ozone Generator Upgrades - Phase 2

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Emily

For the analyzers:

1. What do you have now (make/model) for all applications
  - a. High conc: **IN USA AFX Model H1**
  - b. Ambient ozone: **IN USA AFX Model IN-2000**
  - c. Ambient oxygen: **Teledyne Analytical Instruments Series 3350 Oxygen Monitor (O&M says Model 326RB)**

2. How many of each?

- a. High concentration = i assume at least 4 (one per gen) There appears to be a single analyzer with 5 inlets (1 from each generator, and 1 common). Please let us know if you recommend modifying this set-up.
- b. Ambient Ozone = 2
- c. Ambient Oxygen = 1

Regards



Ruvo, Vito <vito.ruvo@veolia.com>

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**RE: Ann Arbor WTP Ozone Generator Upgrades - Phase 2**

1 message

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**Schlanderer, Emily** <ESchlanderer@a2gov.org>

Thu, Feb 13, 2025 at 3:36 PM

To: "Ruvo, Vito" <vito.ruvo@veolia.com>

Cc: Sanjeev Verma <sanjeev.verma@hesco-mi.com>, Dorothee Jonville <dorothee.jonville@veolia.com>, "Nezgod, William" <william.nezgod@veolia.com>, Richard Pineo <richard.pineo@veolia.com>, Glenn Hummel <glenn.hummel@hesco-mi.com>

Hi Vito,

I'm glad we were able to chat today. I spoke with our instrumentation and SCADA people, and the preference is to keep the high concentration analyzer set-up as is – a single analyzer with the input from each vessel and 1 common. So please include 2 high concentration analyzers (1 installed, and 1 shelf spare) in the revised proposal.

Thanks again,

**Emily Schlanderer, PE** | WTP Engineer | [ESchlanderer@a2gov.org](mailto:ESchlanderer@a2gov.org) | **City of Ann Arbor**  
direct 734.794.6426 | cell 248.224.6492