



**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

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Tel:

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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 ~~striethroughs~~ 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 Ethernet/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

SUEZ TREATMENT SOLUTIONS, INC. (“STSI”) TERMS AND CONDITIONS OF SALE

1. **ENTIRE AGREEMENT.** The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract (the “Contract”) for the sale of equipment or services (hereinafter referred to as “Equipment”) Purchaser, and supersedes the terms and conditions of any request for proposal or request for quotations, specifications, quotations, purchase orders, correspondence or communications whether written or oral between the Purchaser and STSI. No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on STSI unless made in writing and signed by an authorized representative of STSI. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this Contract.
2. **TAXES.** The Purchase Price does not include any state or local sales or use taxes.
3. **PAYMENT.** Payment shall be net thirty (30) days in accordance with the milestone payment schedule set forth in STSI’s proposal.
4. **RISK OF LOSS.** Risk of loss or damage to the Equipment, or any part thereof, shall pass to Purchaser upon delivery of the Equipment or part to Purchaser at the delivery stated in STSI’s proposal.
5. **EXCUSABLE DELAY.** STSI shall not be liable for any delay in performance or failure to perform due to any cause beyond STSI’s reasonable control including, fire, flood, or any other act of God, strike or other labor difficulty, any act, instructions, directions or omission to act of any civil or military authority or of the Purchaser, Owner, or Engineer, change in laws, any insurrection, riot, embargo, unavailability or delays in transportation or car shortages. In the event STSI’s performance is delayed by any of the foregoing causes, STSI’s schedule for performance shall be extended accordingly without penalty. If Purchaser’s, Owner’s, or Engineer’s actions delay STSI’s performance, Purchaser shall pay STSI any additional costs incurred by STSI resulting from such delay and shall also pay STSI’s invoice for any stored Equipment, or any part thereof, as if they had been delivered in accordance with the milestone schedule.
6. **PROPRIETARY INFORMATION.** All information, plans, drawings, tracings, specifications, programs, reports, models, mock-ups, designs, calculations, schedules, technical information, data, manuals, proposals, CADD documents and other materials, including those in electronic form (collectively the “Instruments of Service”) prepared and furnished by STSI for use solely with respect to this Project. STSI shall be deemed the author and owner of these Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Purchaser, Engineer, or Owner shall not use these Instruments of Service for future additions or alterations to this Project or for other projects, without the prior written agreement by STSI. The Instruments of Service furnished by STSI are proprietary to STSI, submitted in strict confidence and shall not be reproduced, transmitted, disclosed or used in any other manner without STSI’s written authorization.
7. **INSPECTION BY PURCHASER.** Purchaser may inspect the Equipment at the point of manufacture, provided that such inspection is arranged and conducted so as not to unreasonably interfere with STSI’s or the manufacturer’s operations.
8. **WARRANTY OF TITLE.** STSI warrants and guarantees that upon payment title to all Equipment covered by any invoice submitted to Purchaser will pass to Purchaser free and clear of all liens.
9. **WARRANTY.** STSI warrants that its Equipment shall conform to the description contained in STSI’s proposal and be free from defects in material and workmanship for a period of twenty-four (24) months from completion of Functional Demonstration Tests (FDT) or **thirty-six (36) months** from date its Equipment is shipped, whichever occurs first (***with the exception of any extended warranties included elsewhere in the proposal***). Upon STSI’s receipt of written notice within thirty (30) days of discovery of any defect, and a determination by STSI that such defect is covered under the foregoing warranty, STSI shall, at its option, repair or replace the defective part or parts, f.o.b. factory. This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with STSI’s written instructions and requirements or due to accident, misuse, abuse, neglect or corrosion. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses that may be incurred with repair or replacement. STSI shall have no responsibility for the condition of primed or finish painted surfaces after the Equipment leaves its point of manufacture. Field touch up of shop primed or painted surfaces are normal and shall be at Purchaser’s or Owner’s expense. Unless otherwise specifically provided for herein, STSI provides no other of product performance or process results. Correction of non-conformities in the manner and for the period of time provided above shall constitute STSI’s sole liability and purchaser’s exclusive remedy for failure of STSI to meet its warranty obligations, whether claims of purchaser are based in contract, tort (including negligence or strict liability), or otherwise. **THE FOREGOING WARRANTIES ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
10. **BACKCHARGES.** STSI shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Equipment, without STSI’s prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser’s full responsibility.
11. **LIQUIDATED DAMAGES.** Any liquidated damages clauses for failure to meet shipping or job completion promises are not acceptable or binding upon STSI, unless such clauses are specifically accepted in writing by an authorized representative of STSI at its headquarters office.

12. **LIMITATION OF LIABILITY.** Neither party shall be liable to the other party for any special, indirect, incidental, consequential or punitive damages arising from their obligations under this Contract, whether such damages are based upon breach of contract, breach of warranty, tort, strict liability or otherwise. In no event shall STSI's liability exceed the purchase price of the Equipment or parts of the Equipment on which such liability is based.

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

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

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

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

17. **INDEMNITY.** To the extent and proportion of its negligence, STSI will indemnify and hold Purchaser harmless for any claims, damages, suits, or losses by third parties for death or bodily injury or damage to tangible property (other than to the Equipment itself) directly caused by STSI's performance under this Contract.

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

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

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

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

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

CONDITIONS OF FIELD SERVICE

If this Contract does not include Field Service or if Purchaser requires such service in addition to that included in this Contract, Purchaser may purchase from 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.

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 STSI UNLESS EXPRESSLY ACCEPTED IN WRITING BY STSI.

PURCHASER'S ACCEPTANCE:

SUEZ TREATMENT SOLUTIONS, INC.

Company Name _____

By:  _____

Name/Title

William Nezgod
Senior Sales Manager – Engineered
Ozone Plants

Date: _____

Date: February 10, 2022

Ship To: _____

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

Office: +1 (514) 395-4731
Mobile: +1 (514) 206-5850

NOUVEAU numéro de cellulaire / NEW mobile number



SUEZ Treatment Solutions Canada LP
5490 Thimens Boul., Suite 100
Montréal, Québec, Canada H4R 2K9
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

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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

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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 you 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**
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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

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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.

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From: Wiczorek, Glen
Sent: Tuesday, January 18, 2022 3:15 PM
To: Pence, Daniel <daniel.pence@suez.com>; Nezgoda, William <william.nezgoda@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.