



Proposal for the

Laguna Tertiary Equipment

Permeate Pump Process Skid Replacement

Submitted to:

Laguna County Sanitation District

Attention: Marty Wilder

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1 Technical and Engineering Details

1.1 Basis of Design

This proposal reflects Veolia supplying a replacement process pump skid for the existing system at Laguna County Sanitation District. The intent is to provide a new skid to replace all items as currently configured, with process and engineering improvements where relevant, based on current Veolia and industry design standards.

Per client request, the pumps, motor control center (MCC) and control panel have been relocated on the skid being proposed. Please refer to the sample drawing in Appendix 2 for further details.

1.2 Proposed System Configuration

The proposed system configuration is based on the following:

Parameter	Quantity
Estimated Skid Dimensions (L x W x H)	44' x 10' x 9'
Permeate Pump Configuration	(2) 100% Pumps
Permeate Pump Specifications	2100 gpm @ 33' TDH 1,400 gpm @ 38' TDH 30 HP (est) 460V/3PH/60Hz
Estimated Skid Weight (Shipping / Operating)	39,000 lbs / 45,000 lbs



2 System Process Description and Scope

2.1 Scope of Supply by Veolia

Veolia's scope of supply for the replacement permeate pump process skid is as follows. Assumptions are listed below.

- Electrical rating on all motors is 460V / 3ph / 60 Hz. Single phase power requirement is 120V.
- Please note that the proposed equipment and instrumentation quoted is to be installed in a NFPA 820 non classified area.
- All devices will be Veolia standard devices and the proposed equipment will be supplied to Veolia specifications. Any changes to the proposed equipment to meet the Buyer's specification, including custom tag numbering, will require re-evaluation.

Quantity	Description
Process Skid	
1	<u>Process Pump Skid:</u> Process pump skid shall be furnished as shown in drawings, and shall be finish coated with epoxy paint per Veolia standards, and will ship assembled to maximum extent possible with shipping constraints, with all pumps, piping valves and process instrumentation.
LOT	<u>Process Piping:</u> All process piping shall be provided in fully assembled spools, installed on skid to maximum extent possible with shipping constraints. Piping shall be constructed of either 304SS or SCH80 CPVC as indicated on drawings.
LOT	<u>Conduit & Instrument Piping:</u> All instrument piping shall be 316SS with compression fittings.
1	<u>Membrane integrity test system:</u> <ul style="list-style-type: none"> • Solenoid isolation valve to pressure control system • Pressure regulator • Pneumatic injection valves at train one per train • Software to control, analyze results
Permeate Pumps	
2	<u>Horizontal Centrifugal Pumps:</u> 316SS casing, Flowserve or equivalent Motor: 1200 RPM, 30 HP TEFC (est), 460V/3PH/60Hz



Blowers	
2	<u>Membrane Air Scour Blowers:</u> Aerzen GM50L with acoustic enclosures Motor: 60 HP TEFC (est), 460V/3PH/60Hz
Air Compressor	
1	<u>Air Compressor:</u> Duplex piston type air compressor with 120 gal tank, high temperature dryer and coalescing filter. Motor: (2) 7.5 HP TEFC (est), 460V/3PH/60Hz
Process Valves	
LOT	<u>Butterfly Valves:</u> Wafer type, Bray or equivalent Includes double acting pneumatic actuators for automatic valves and lever actuators for manual valves, all pneumatic valves include position indicators and exhaust silencers on the solenoid valves
LOT	<u>Swing Check Valves:</u> Wafer type, ductile iron MOC, Crane or equivalent
LOT	<u>Plastic Ball Valves:</u> PVC MOC, Chemline or equivalent Pneumatic actuators for automatic valves and lever actuators for manual valves
LOT	<u>Diaphragm Valves:</u> PVC MOC, Chemline or equivalent.
LOT	<u>Plastic Needle Valves:</u> PVC MOC, Chemline or equivalent, manual lever actuators
LOT	<u>Metallic Ball Valves:</u> 316SS MOC, Pinnacle or equivalent, manual lever actuators
LOT	<u>Ball Check Valves:</u> PVC MOC, Chemline or equivalent
LOT	<u>Foot Valves:</u> PVC, Chemline or equivalent
Process Instrumentation	
LOT	<u>Pressure & Temperature Gauges:</u> Ashcroft or equivalent
LOT	<u>Magnetic Flowmeters:</u> Endress Hauser or equivalent
LOT	<u>Pressure Transmitters:</u> Endress Hauser or equivalent
LOT	<u>Differential Pressure Switch:</u> Endress Hauser or equivalent
LOT	<u>Turbidimeter:</u> Hach TU5300 with SC200 controller or equivalent
2	<u>Air Ejector Assemblies:</u> Veolia standard



Chemical Feed Systems	
1	<u>Sodium Hypochlorite Pump Skid</u> : Includes 1 pump and all necessary valves and instrumentation, as manufactured by Prominent or equivalent. Chemical storage: by others
1	<u>Citric Acid Pump Skid</u> : Includes 1 pump and all necessary valves and instrumentation, as manufactured by Prominent or equivalent. Chemical storage: by others
ZeeWeed Membrane Tank Valves	
2	<u>Feed Valves</u> : 12" wafer type butterfly valves with double acting pneumatic actuators, Bray or equivalent. Includes 4-20 mA positioners, and two (2) limit switches per valve.
2	<u>Cyclic Aeration Valves</u> : 10" wafer type butterfly valves with double acting pneumatic actuators, Bray or equivalent.
2	<u>Drain Valves</u> : 12" lugged type butterfly valves with double acting pneumatic actuators, Bray or equivalent.
2	<u>Permeate Piping Valves</u> : 12" wafer type butterfly valves with double acting pneumatic actuators, Bray or equivalent.
84	<u>Membrane Air & Water Isolation Valves</u> : 3" wafer type butterfly valves with manual lever actuators, Bray or equivalent.
2	<u>Membrane Reject Isolation Valves</u> : 4" wafer type butterfly valves with manual lever actuators, Bray or equivalent.
2	<u>Membrane Reject Check Valves</u> : 4" wafer type swing check valves, Bray or equivalent.
ZeeWeed Membrane Tank Instrumentation	
2	<u>Reject Magnetic Flowmeters</u> : Endress Hauser or equivalent
4	<u>Tank Level Level Switches</u> : Flygt or equivalent
2	<u>Tank Level Transmitters</u> : Endress Hauser or equivalent
Control System & Motor Control Center	
1	<u>Motor Control Center</u> : all necessary circuit breakers, motor starters and VFDs for electric motors on the pumps. Enclosure to be 316SS, NEMA 3R.
1	<u>Control System</u> A-B Logix Platform with PanelView HMI
General	
included	equipment P&IDs, electrical and general arrangement drawings



included	operation & maintenance manuals
included	one (1) year mechanical warranty on equipment
included	equipment delivery ^{Note 4}

Note 1: It is assumed that all chemical day tanks or totes will be by others. Veolia’s chemical feed pump panels may be wall-mounted over the Customer-supplied tank or tote and draw directly from the tank or tote.

Note 2: Service visits for equipment off-loading and installation assistance, commissioning and start-up assistance, membrane installation assistance, operator training, and performance testing are NOT included in Veolia’s scope of supply as a part of this proposal. Pre-commissioning and commissioning services are available for an additional price.

Note 3: No spare parts have been included. A recommended spare parts list can be generated by Veolia’s spare parts department and provided to the Customer as a price adder once Veolia’s scope of supply has been finalized.

Note 4: Refer to **Section 3.3** for freight terms.

2.2 Scope of Supply by Others

Items to be supplied by the buyer or general contractor include, but are not limited to:

1. All controls items not specified herein, including but not limited to PLC, HMI, integration of existing components and new components with plant SCADA, etc.
2. Installation of any kind, unloading and placement of equipment from delivering carrier
3. All concrete and civil works of any kind
4. All buildings, structures, etc.
5. All drains and drain piping
6. Supply and installation of all electrical power and control wiring and conduit to the skid plus interconnecting between Veolia equipment as required, including wiring, cable, junction boxes, fittings, conduit, cable trays, safety disconnect switches, circuit breakers, etc.
7. All required integration work and programming between Veolia provided permeate pump skid and PLC and existing equipment.
8. All instrumentation and mounting hardware not specified herein.
9. All other necessary equipment and services not otherwise listed as specifically supplied by Veolia.



3 Warranty

3.1 Mechanical Warranty

The mechanical warranty period on all equipment supplied, unless otherwise noted, is twelve (12) months from the date of substantial completion or eighteen (18) months from equipment shipment, whichever occurs first. The mechanical warranty is only applicable to equipment supplied by the Seller. The Seller's obligation under this warranty is to repair or replace, at its factory, any device or part thereof, which shall prove to have been thus defective. Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period.

The Seller assumes no liability for any damage to the equipment caused by inadequate storage or handling per manufacturer's recommendations in supplied technical literature, or by defective or sub-standard workmanship of materials provided by the Buyer/Owner or any other third party responsible for handling, storing or installing the equipment.

The Buyer/Owner undertakes to give immediate notice to the Seller if goods or performance appear defective and to provide the Seller with reasonable opportunity to make inspections and tests. If the Seller is not at fault, the Buyer/Owner shall pay the Seller the costs and expenses associated with the inspections and tests.

Goods shall not be returned to the Seller without the Seller's permission. The Seller will provide the Buyer/Owner with a "Return Goods Authorization" (RGA) number to use for returned goods. All returns are F.C.A. – Oakville, Ontario, Canada. All costs associated with the removal and shipment of the defective part from the Buyer/Owner's facility to the Seller's factory and all costs related to return shipment to the Buyer/Owner's facility and installation of a repaired or replacement part shall be the Buyer/Owner's responsibility.

Implied warranties, including but not limited to warranties of fitness for particular purpose, use or application, and all other obligations or liabilities on the part of the Seller, unless such warranties, obligations or liabilities are expressly agreed to in writing by the Seller, are null and void.



4 Commercial Terms

4.1 System Price

Pricing for the proposed equipment and services as described in this proposal:

Price: Equipment and Service	\$ USD
Permeate Process Pump Skid	\$1,320,376

All pricing is exclusive of ALL taxes, tariffs and duties.

4.2 Price Validity

The quoted system price will be valid until end of the 2023 calendar year. If a formal Purchase Order or Procurement Agreement is not received and accepted within this Validity Period, both the pricing and delivery schedule are subject to review and adjustment.

The proposed system pricing is based upon receipt of a Notice to Proceed (NTP) for Manufacturing/Equipment Procurement being provided by **December 31, 2023**. In the event the NTP for Manufacturing/Equipment Procurement is not received before this date, the equipment and service prices contained herein will be subject to adjustment for any increase in the North American Producer Price Index – Finished Goods (PPI) + 1.0%. This adjustment will be from the end of the proposal validity date to the date of the NTP for Manufacturing/Equipment Procurement is received.

If a formal NTP for Manufacturing/Equipment Procurement is not received and accepted within **3 months** of the NTP date referenced above, Seller will be afforded the right to review and adjust the scope of supply, pricing and delivery schedule offered herein.

4.3 Taxes

Pricing provided herein does not include any taxes or duties.

Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present, for future sales, use, excise, value-added, environmental, or other similar tax or duty applicable to the price, sale or delivery of any equipment or services furnished under this proposal. Unless Buyer has furnished Seller with evidence of tax exemption or direct pay permit acceptable to taxing authorities prior to the execution of any Purchase Order / Agreement or Seller's acceptance of Buyer's Purchase Order (as applicable), Buyer shall pay all taxes as invoiced by Seller and Seller is relieved of any obligation to (i) apply any tax exemption or direct pay permit, and/or (ii) refund the Buyer any tax paid by the Seller.

Seller's price and schedule shall be based on applicable Federal and State laws, local ordinances, codes, and standards as well as duties, sales or use taxes in effect as of the



date of Seller's proposal. Should such laws, codes, taxes and standards change and increase the cost of performing the work or impact the schedule, Seller shall, upon notice to Buyer of such, be entitled to an equitable adjustment of price and /or schedule. Similarly, should such laws, codes, taxes and standards change and decrease the cost of performing the work, Buyer shall be entitled to an equitable adjustment of price.

4.4 Order Confirmation Center

In order to facilitate efficient order handling, Seller has instituted an Order Confirmation Center (OCC). All Purchase Orders or Contracts being issued to Seller are to be directed to OCC following the methods indicated below:

- Via e-mail: nam.equipmentpo@veolia.com
- Via courier: **Veolia WTS Systems USA, Inc.**
3239 Dundas Street West
Oakville, Ontario L6M 4B2
Attn: OCC

4.5 Delivery

The following freight terms for delivery of equipment used are as defined by INCOTERMS 2020.

All pricing is CIP designated Project site. Delivery to the project site is conditional upon provision of access roads of a nature that will permit access by tractor-trailers. Off-loading and positioning of equipment at the job-site is not included.

Upon acceptance of Buyer's Purchase Order or, alternatively, where specified in the Purchase Order, upon receipt of Buyer's Notification to Proceed with Manufacturing/Equipment Procurement that satisfies Seller's requirements for meeting the delivery schedule, Seller shall commence fabrication of equipment. The place of delivery specified therein 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. Provided the parties agree to a change order to take into account any additional cost or delay incurred by Seller in implementing this change, the alternate place of delivery shall become the agreed place of delivery for all purposes under such Purchase Order. Failure by Buyer to take delivery of the equipment shall be a material breach of such Purchase Order.



4.6 Shipment To Storage

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. Upon shipment to the storage location then (i) title and risk of loss shall thereupon pass to the Buyer if it had not already passed; (ii) any amounts payable to the Seller upon delivery or shipment shall become payable upon presentation of Seller's invoice(s); (iii) any amounts otherwise payable to Seller, such as for preparation for storage, handling, inspection, preservation, insurance and any taxes shall be payable by Buyer upon submission of Seller's invoice(s); (iv) the Services provided herein shall subsequently charged at the rate prevailing at the time of actual use and Buyer shall pay the net increase; and (v) Buyer is responsible for direct payment of all costs for storage of the equipment and subsequent transportation from the storage facility to their place of installation.

4.7 Bonds

A Performance and/or Labor & Material Payment Bonds are not included in the system price. These bonds can be purchased on request but will be at additional cost.

4.8 Payment Terms

The pricing quoted in this proposal is based upon the following payment terms, subject to approval of Buyer credit (all payments are net 30 days):

- 10% with purchase order;
- 15% on engineering submittal approval;
- 60% on shipment of equipment (partial shipments permitted);
- 15% on completion of commissioning, or net 60 days from equipment shipment, whichever occurs first.

No financial allowance has been made for any Holdbacks on submitted invoices.

Seller shall only proceed with preparation of Engineering Drawings upon receipt of a formal Purchase Order and a written Notice to Proceed with Engineering Drawings from the Buyer. If, as of the date Engineering Drawings are submitted, the Buyer terminates Seller's Contract, then the Buyer shall pay Seller the milestone price for Engineering Drawings, or Seller's actual costs plus 10% for drawing preparation to the date of notice of termination, whichever is greater.

Seller shall only proceed with procurement and production of equipment and materials upon receipt of a formal Purchase Order and a written Notice to Proceed with Manufacturing/Equipment Procurement from the Buyer.



4.9 Proposed Project Schedule

The delivery schedule is presented based on current workload backlogs and production capacity. If a formal Purchase Order is not approved within the period of validity of this proposal, the delivery schedule is subject to review and adjustment.

Equipment shipment is estimated at 42 to 51 weeks after order acceptance. The Buyer and Seller will arrange a kick off meeting after contract acceptance to develop a firm shipment schedule.

Typical Submittal and Equipment Shipment Schedule

	8-12 weeks	2-3 weeks	30-34 weeks	2 weeks
Acceptance of PO				
Submission of drawings				
Drawings approval				
Equipment manufacturing				
Equipment shipment				
Plant operations manuals				

The delivery schedule is presented based on current workload backlogs and production capacity. This estimated delivery schedule assumes no more than two weeks for Buyer review of submittal drawings. Any delays in Buyer approvals or requested changes may result in additional charges and/or delay to the schedule.

4.10 Royalty and License Fees

4.10.1 Application Patents

Seller has a number of patents covering the products, equipment and applications offered in this proposal.

4.10.2 Non-Exclusive Royalty Free License

Seller grants Buyer a non-exclusive, non-terminable, royalty free license to use the intellectual property embedded in the 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 sub-contractor. 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 proposal 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 software is a necessary component. Buyer agrees not to copy, sub-license, translate, transfer or reverse engineer, or decode the software. Single user versions of software may be used on one CPU. LAN/WAN versions may be used on a single server with only the number of concurrent users as agreed to by the Parties. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller as soon as the Buyer no longer operates the equipment as sold, or upon the material breach of these terms.

4.11 Terms and Conditions

By accepting our proposal, the Buyer agrees to include Seller's proposal as a Contract document in any Purchase Order or Procurement Agreement.

This proposal has been prepared and is submitted based on Seller's General Terms and Conditions of Sale as attached in **Appendix 1**.

It should be noted that once the Buyer's Terms and Conditions are received, the final Terms and Conditions can be negotiated to the mutual agreement of Seller and the Buyer. Buyer's Terms & Conditions may typically include specific bonding requirements, liquidated damages, cancellation clauses, equipment warranty requirements and other contractual liabilities for which Seller has made no provision in the pricing provided herein. Seller therefore reserves the right to adjust the pricing herein upon review of any Buyer supplied Terms and Conditions.



Appendix 1: VEOLIA Standard Terms & Conditions



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 two percent (2%) 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 or 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, twenty-eight (28) months from delivery or shipment to storage, or twenty-four (24) months from start-up/first use;
- (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. INSURANCE EACH PARTY shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by VEOLIA, its agents, representatives, employees or subcontractors.

1) Scope and Limit of Insurance Coverage shall be:

- a) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits of \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
- b) Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits of \$2,000,000 per accident for bodily injury and property damage.
- c) Workers' Compensation: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of \$1,000,000 per accident for bodily injury or disease.

2) Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a) Additional Insured – EACH PARTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the VEOLIA including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- b) Subcontractors – VEOLIA shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and VEOLIA shall ensure that LCSD is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
- c) Claims Made Policies – If any of the required policies provide coverage on a claims-made basis:
 - i) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, VEOLIA must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work

9. Compliance with Laws and Permits. All permits, authorizations, 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.

10. 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,

Veolia

Proposal for the Laguna Tertiary Equipment Permeate Process Pump Skid Replacement

Proposal Number 493899 REV 5



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.

11. **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.

12. **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, pandemics as declared by the World Health Organization or nation in which performance, export or delivery of Goods occurs, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labor 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 one hundred and eighty (180) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid for all work performed and Goods delivered prior to the occurrence of the delay. If Seller is delayed by any acts or omissions of Buyer, or by the prerequisite work of Buyer's contractors or suppliers, Seller shall be entitled to an equitable adjustment to price and/or an extension in time for performance as applicable.

13. **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.

14. **Confidentiality, Intellectual Property.** In exception to the requirements placed on Buyer, a public body, by the California Public Records Act, 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 warrants that the Equipment provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Seller, at its own expense, shall defend, indemnify, and hold harmless Buyer from any 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), USA copyright or copyright registered in the country of delivery, or any other intellectual or proprietary rights of a third party. Seller shall pay all damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by Buyer in connection with any such claims. In addition, Seller shall either (i) procure for the Buyer the right to continue using the Equipment or Service, or (ii) modify or replace the Equipment or Service so that it becomes non-infringing, or (iii) 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. This Confidentiality, Intellectual Property provision shall survive the expiration or termination of this Agreement state the entire liability of the Seller for intellectual property infringement of any Equipment or Service.

15. **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) EXCLUDING SELLERS THIRD PARTY INDEMNITY OBLIGATIONS FOR DEATH AND BODILY INJURY, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND LIABILITY FOR BREACH OF CONFIDENTIALITY, 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 with the third party 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.

16. **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.

In addition, Buyer may terminate this Agreement for convenience upon giving Seller thirty (30) days of written notice. Upon the termination of this Agreement by Buyer for convenience, Seller shall, during the thirty (30) days, as directed by Buyer, wind down and cease its activities and/or services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on Buyer from such winding down and cessation of services.

Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or Santa Barbara County governments to Buyer, or funds are not otherwise available to Buyer for payments in the fiscal year(s) covered by the term of this Agreement, then Buyer will notify Seller of such occurrence and Buyer may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this non-appropriation of funds provision, Buyer shall have no obligation to make payments with regard to the remainder of the term.

17. **Governing Law, Dispute Resolution.** This Agreement shall be governed and construed in accordance with the laws of the State of California. Any litigation regarding this Agreement or its contents must be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

18. **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.

19. **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, in exception to the requirements placed on Buyer, a public body, by the California Public Records Act, 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.

20. **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.

21. **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.

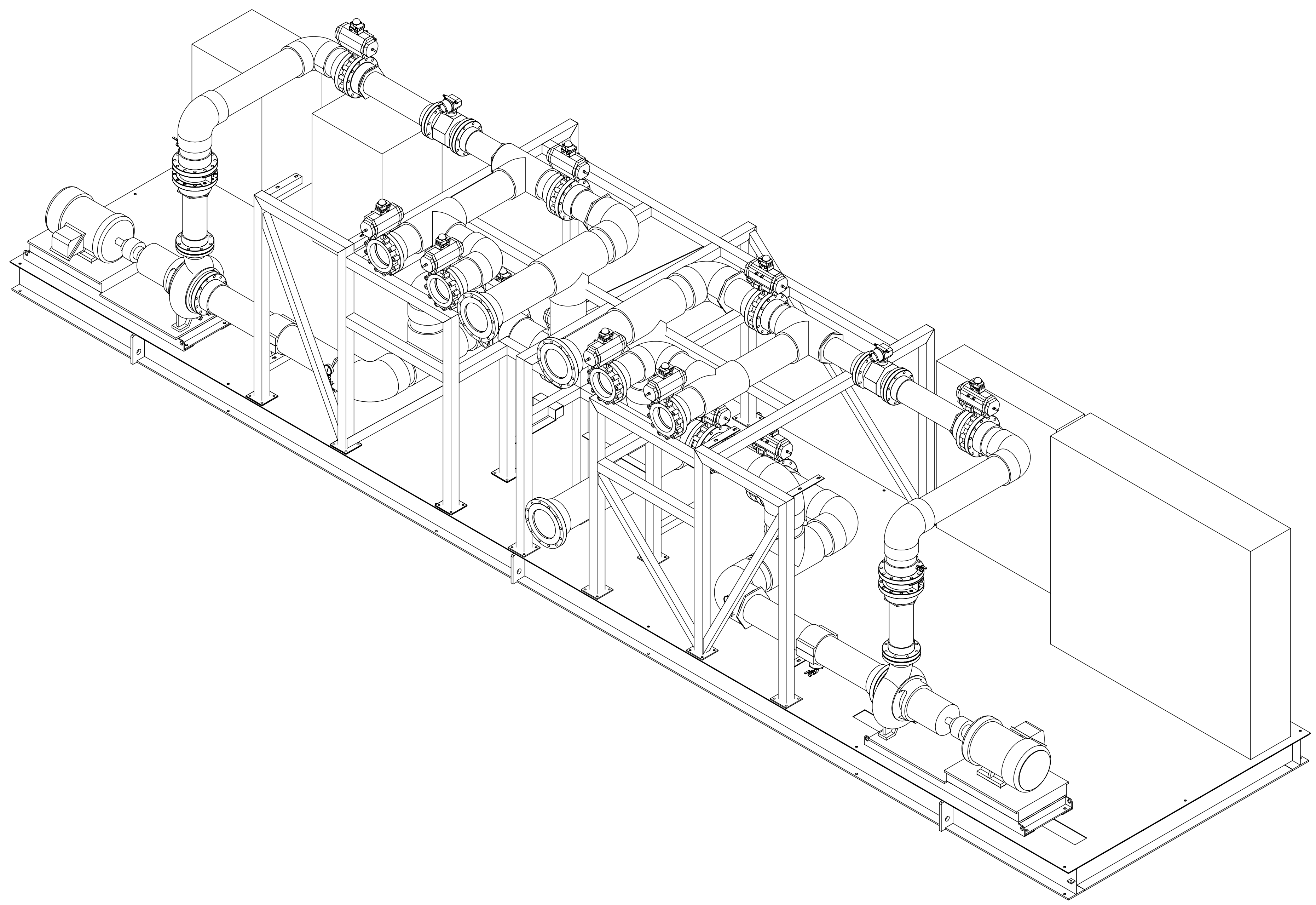
22. **No third party beneficiary.** Except as specifically set forth in article 14 entitled "Limitations on Liability" and article 17 entitled "No Nuclear Use", this Agreement is not intended to, and does not, give to any person who is not a party to this Agreement any rights to enforce any provisions contained in this Agreement.

23. **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



Appendix 2: Sample Skid Layout

- NOTES:
- THESE NOTES APPLY TO ALL SHEETS IN THIS SERIES WHERE APPLICABLE.
 - UNLESS NOTED OTHERWISE, DIMENSIONS GIVEN FOR INSTALLATION HAVE THE FOLLOWING TOLERANCES:
DIMENSIONS TO INTERFACE/NOZZLES: $\pm 3/8"$
ANGLES: $\pm 0.5^\circ$
 - SHIPPING WEIGHT - X,XXX lb/[X,XXX kg]
OPERATING WEIGHT - X,XXX lb/[X,XXX kg]
 - DIMENSIONS SHOWN IN PARENTHESIS (XX) ARE FOR REFERENCE ONLY.
 - DIMENSIONS SHOWN qtyX dim e.g. 2X 3/8", ARE TYPICAL DIMENSIONS.
 - ALL FIELD INSTALLED PIPING SHALL BE FULLY & INDEPENDENTLY SUPPORTED. ALL NOZZLES TO BE FREE OF EXTERNAL LOADS.
 - UNLESS NOTED OTHERWISE, UNIT TO HAVE MINIMUM 4'-0" CLEARANCE ALL AROUND FOR ACCESS.
 - TOP HEAD MANWAYS TO HAVE MINIMUM 8'-0" CLEARANCE ABOVE FOR ACCESS.
 - CONTRACTOR/SHOP SHALL VERIFY ALL DIMENSIONS PRIOR TO INSTALLING PIPING.
 - UNLESS NOTED OTHERWISE, ALL FLANGE BOLT HOLES TO STRADDLE MAJOR CENTER LINES.
 - ALL MATING FLANGES SHALL HAVE PARALLEL FACES WITH NO OFFSET BETWEEN PIPE CENTERLINES. COLD SPRING OF PIPING DURING INSTALLATION IS NOT ALLOWED.
 - ALL PIPING, TUBING, CONDUIT, ETC. SHALL BE INSTALLED WITHIN THE SKID BOUNDARY UNLESS SHOWN OTHERWISE.
 - REFERENCE DRAWINGS AND SPECIFICATIONS: -
INSERT P&ID
INSERT ANY OTHER REQUIRED SPECS HERE
 - INSTALLATION CONTRACTOR MAY MODIFY PIPE ROUTINGS FOR INSTRUMENT AIR, DRAINS TO GRADE, WATER PIPING TO PUMP SEALS AND INSTRUMENT PANELS TO ACCOMMODATE FIELD CONDITIONS DURING INSTALLATION. ALL OTHER PIPING TO BE INSTALLED AS SHOWN UNLESS DEVIATION IS APPROVED BY VEOLIA.



REV	DESCRIPTION	ECO	DWN	APPR	APPR	DATE
A	INITIAL RELEASE					12 OCT 22

TOLERANCES UNLESS NOTED	
DECIMALS	ANGLES
.X	°
.XX	'
.XXX	FRAC



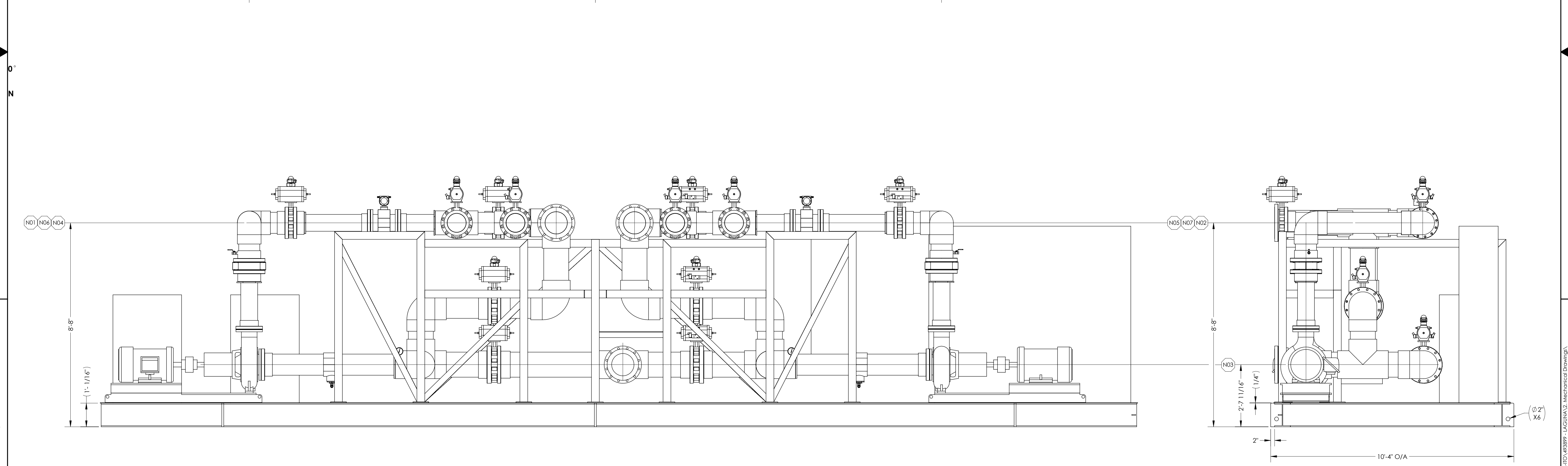
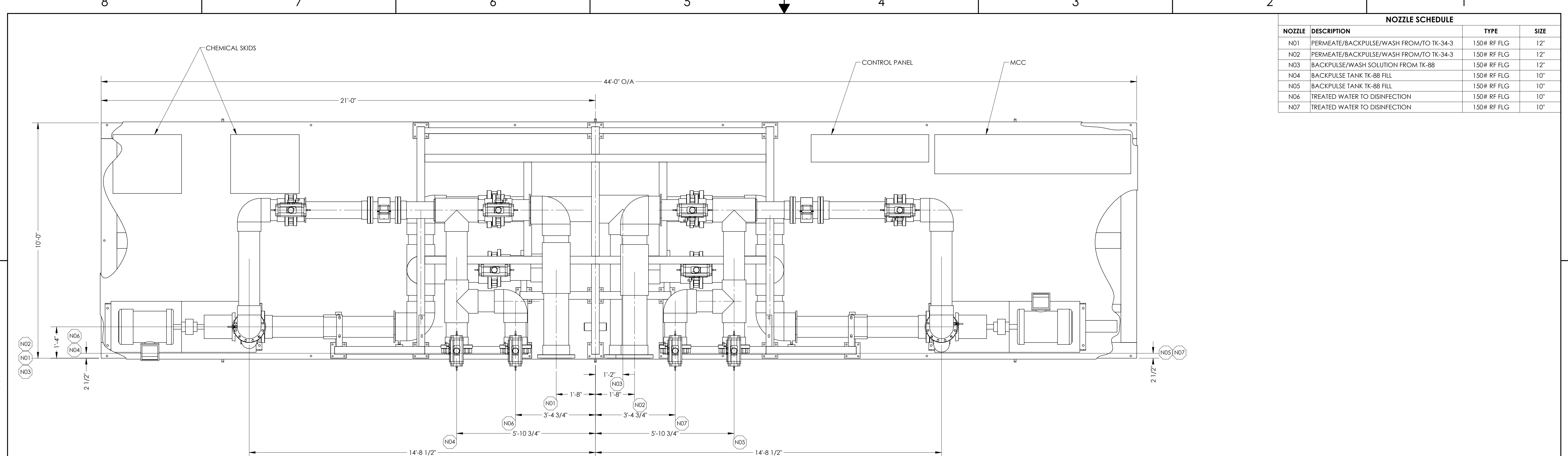
CUSTOMER INFORMATION
LAGUNA

GENERAL ARRANGEMENT

DRAWING NUMBER					REVISION
493899-DA-001					A
REF.:	PROJECT NO.	PART/MATERIAL NO.	SCALE	SIZE	SHEET
	493899		1:24	D	1 OF 2

FILE LOCATION: D:\SWPDM\NAM\TO\493899 - LAGUNA\2 - Mechanical Drawings

NOZZLE SCHEDULE				
NOZZLE	DESCRIPTION	TYPE	SIZE	
N01	PERMEATE/BACKPULSE/WASH FROM/TO TK-34-3	150# RF FLG	12"	
N02	PERMEATE/BACKPULSE/WASH FROM/TO TK-34-3	150# RF FLG	12"	
N03	BACKPULSE/WASH SOLUTION FROM TK-88	150# RF FLG	12"	
N04	BACKPULSE TANK TK-88 FILL	150# RF FLG	10"	
N05	BACKPULSE TANK TK-88 FILL	150# RF FLG	10"	
N06	TREATED WATER TO DISINFECTION	150# RF FLG	10"	
N07	TREATED WATER TO DISINFECTION	150# RF FLG	10"	



REV	DESCRIPTION	ECO	WH DWN	NFA APPR	NFA APPR	DATE
A	INITIAL RELEASE					12 OCT 22

TOLERANCES UNLESS NOTED
 DECIMALS ANGLES
 .X .X
 .XX .XX
 .XXX .XXX
 FRAC



CUSTOMER INFORMATION
 LAGUNA

GENERAL ARRANGEMENT

DRAWING NUMBER 493899-DA-001		REVISION A	
REF.:	PROJECT NO. 493899	DOC. OWNER:	PART/MATERIAL NO.
	SCALE 1:24	SIZE D	SHEET 2 OF 2



Appendix 3: On-Site Hourly Rate Sheet

North America Hourly Rates – \$USD/hr

Field Service Representative		In-office Rate	On-site Rate
field service representative	product support representative	N/A	\$210
Engineer Level			
lead engineer	electrical/controls engineer		
process engineer	application engineer	\$190	\$230
mechanical engineer	field engineer		
design engineer	operator training		
Management			
project manager	senior engineer	\$225	\$265

Scheduling & Technical Support contact services at +1 (866) 271-5425 to schedule service. Support is available by phone M-F 8:30am to 5:00pm Eastern time (GMT-5).

Conditions

1. On-site rates are inclusive of travel and living expenses in Canada and the lower US. Remote sites, or those requiring special or urgent travel or accommodations, may incur additional charges.
2. For multiple scheduled or recurring site visits, please request a firm service proposal.
3. In times of special circumstances (i.e. pandemic/national emergencies) additional costs may be incurred.
4. A minimum booking of 40 hours (one working week) is required for on-site commissioning, startup or training services on capital projects or additional charges may be applied.
5. Travel time is charged at the applicable service rate. Travel hours begin at the Veolia representative's residence or airport and end at arrival to the hotel or work site, and vice versa.
6. Hours exceeding a 10-hour day or a 40-hour work week may be considered overtime at 1.5 times the above rates. Holiday rates, at 2 times above rates, apply based on US/Canada holidays and/or holidays observed in the country where the work is performed.
7. For extended duration assignments, staff rotations are scheduled on a monthly basis. Site-specific training required by customer will be billed as time worked.
8. Supplies, materials, consumables or services purchased for direct use during service will be charged separately.
9. State/provincial taxes, use taxes, withholding taxes and all other taxes are extra where applicable. Buyer is responsible to provide any applicable tax exemption certificates with its purchase order or work order.
10. All services provided are governed by Veolia Water Technologies & Solutions general term and conditions. Additional or conflicting terms contained in purchase orders which authorize work are prohibited and shall not apply except where agreed to in writing.
11. These rates are valid through December 31, 2023.