

## **SECOND AMENDMENT TO THE WATER RECLAMATION FACILITY MEMBRANE REPLACEMENT & MAINTENANCE AGREEMENT**

This Second Amendment to the Water Reclamation Facility Membrane Replacement & Maintenance Agreement (“Second Amendment”) is effective \_\_\_\_\_ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”), and Zenon Environmental Corporation, a Michigan corporation (the “Service Provider”).

### **RECITALS**

WHEREAS, on July 15, 2020, the City and Service Provider entered into the Water Reclamation Facility Membrane Replacement & Maintenance Agreement (“Original Agreement”), a copy of which is attached hereto as “Exhibit A”;

WHEREAS, on November 11, 2022, the City and Service Provider entered into the First Amendment to the Water Reclamation Facility Membrane Replacement & Maintenance Agreement (“First Amendment”), a copy of which is attached hereto as “Exhibit B”;

WHEREAS, the Parties wish to amend the scope of work of the Original Agreement to modify the agreement from refurbishing the original 48 module (48M) cassettes to providing all new 52M cassette frames in the remaining 9 trains covered in the Original Agreement to match the expansion cassettes already provided, and replace each train with 604 x ZW500D RX12 430ft<sup>2</sup> membranes, a copy of the proposal is attached hereto as “Exhibit C”;

WHEREAS, the Parties wish to amend the cost of the Original Agreement from an amount not to exceed Nineteen Million, Two Hundred Two Thousand, Three Hundred Seventy Dollars and 00/100 (\$19,202,370.00) to an amount not to exceed Nineteen Million, Eight Hundred Thirty-One Thousand, Five Hundred Fifty Dollars and 00/100 (\$19,831,550.00);

WHEREAS, the Original Agreement shall be amended as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

### **AGREEMENT**

1. Section 1, Introduction (page 4), of the Zenon Environmental Corporation Proposal shall include the following:

SUEZ will replace each train with 604 x ZW500D RX12 430ft<sup>2</sup> membranes. See section 2 for further details on the proposed per train configuration between refurbished cassettes and new cassettes, and attachment a for product information on the ZW500D 52M cassettes. SUEZ’s scope includes the materials and service outlined in the table below.

///

| item description                                   | part #  | Quantity  | price   |
|--|---------|-----------|---------|
| ZW500D cassette frames-52/52M                      |         | 99        | 629,180 |
| ZW500D cassette frames-32/52M                      |         | 9         |         |
| cassette hanging arms                              |         | 108       |         |
| permeate spools                                    |         | cassettes |         |
| international shipment, fees, and duties           |         | incl.     |         |
| freight, DDP project site                          | 3095534 | incl.     |         |
| on-site support for membrane/cassette installation | 135491  | incl.     |         |

2. Section 2.1 of the Original Agreement shall be deleted and replaced with the following:

2.1. The term of this Agreement shall commence on the Effective Date and continue for ten (10 Years) or until the Project is complete as determined by the City in its sole and complete discretion, whichever is later ("Term"). Depending on the City's order quantities for the Project, the City may pay the Services Provider for the materials, installation materials, installation services, and maintenance services an amount not to exceed Nineteen Million, Eight Hundred Thirty-One Thousand, Five Hundred Fifty Dollars and 00/100 (\$19,831,550.00) in an annual installment payment of Two Million, Ten Thousand, One Hundred Nineteen Dollars and 86/100 (\$2,010.119.86) at the beginning of each year of the Term.

3. Exhibit A of the Original Agreement shall be amended to include the Exhibit C hereto.

4. In all other aspects, the parties confirm and re-affirm the terms and provisions of the Original Agreement.

**IN WITNESS WHEREOF**, the Services Provider and the City have caused this Second Amendment to be executed as of the day and year indicated above.

City of North Las Vegas,  
a Nevada municipal corporation

Zenon Environmental Corporation  
a Michigan corporation

By: \_\_\_\_\_  
Pamela A. Goynes-Brown, Mayor

By:  \_\_\_\_\_  
Name: Edana Essa  
Title: Contracts Manager

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Micaela Rustia Moore, City Attorney

EXHIBIT A

Original Agreement

Please see the attached page(s).

**WATER RECLAMATION FACILITY  
MEMBRANE REPLACEMENT & MAINTENANCE AGREEMENT**

This Water Reclamation Facility (WRF) Membrane Replacement and Maintenance Agreement (this "Agreement") is made and entered into as of July 15, 2020 (the "Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation (the "City"), and Zenon Environmental Corporation, a Michigan corporation (the "Services Provider").

**RECITALS**

A. The City desires to purchase replacement equipment and installation and maintenance services for its Water Reclamation Facility, located at 2580 N. Betty Lane, Las Vegas, Nevada, 89115, as more particularly described in the Services Provider's proposal dated June 19, 2020 (the "Products" and "Services"). A copy of the Services Provider's proposal dated June 19, 2020 (the "Quote") is attached hereto as Exhibit A.

B. The City desires to have the Services Provider perform the WRF membrane replacement and maintenance services (the "Project"), and the Services Provider agrees to perform the Project, upon the terms and conditions described in this Agreement.

C. Services Provider is the manufacturer of the Products, and the Services Provider agrees to sell, deliver, install and maintain the Products upon the terms and conditions described in this Agreement.

D. This Agreement is exempt from competitive bidding requirements pursuant to NRS 332.115(1)(a), NRS 332.115(1)(c) and NRS 332.115(1)(d).

**NOW, THEREFORE**, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Services Provider agree to the following terms, conditions, and covenants:

**SECTION ONE  
RESPONSIBILITY OF SERVICES PROVIDER**

1.1. All of the Recitals set forth at the beginning of this Agreement are incorporated by this reference and are made a part hereof as though set forth herein. The Service Provider shall commence the work to be performed under this Agreement on its Effective Date. The Services Provider, and its agents, employees, and subcontractors will cooperate with the City in the performance of this Agreement and will be available for consultation with the City at all times, twenty-four (24) hours a day, seven (7) days a week.

1.2. The Services Provider shall perform all of its obligations in the manner set forth in this Agreement, in compliance with the Services Provider's proposal attached hereto as Exhibit A and incorporated herein by reference ("Scope of Work").

1.3. The Products shall be new and must meet or exceed the technical specifications detailed in the Proposal or as otherwise specified by the City.

1.4. If the Services Provider is shipping any of the Products to City prior to performing the Services, the Services Provider shall ship the Products to a shipping address specified by the City (the "Delivery Location") F.O.B. Delivery Location as ordered by the City. Services Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after the Products have physically been received and accepted by the City at the Delivery Location.

1.5. The Services Provider shall perform the Project in accordance with Exhibit A and the terms and conditions of this Agreement. The terms and conditions of this Agreement shall take precedence over the terms and conditions contained in Exhibit A in the event of any conflicting terms and conditions. Any modification to these Services must be specified in a written amendment to this Agreement that sets forth the nature of the modification.

1.6. The Services Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.7. The Services Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Services Provider shall transfer or assign such warranties and agreements to the City.

1.8. The Services Provider shall promptly notify the City any time that the Services Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Services Provider performs any additional task without obtaining the City's prior written approval, the Services Provider does so at its own risk and expense.

1.9. The Services Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements, as such may be amended or modified from time to time in performing its obligations under this Agreement. The Services Provider shall at its own expense obtain and maintain in full force and effect at all times all necessary permits, licenses and other governmental approvals required by applicable legal requirements to be obtained and maintained by the Services Provider with respect to this Agreement or the business of the Services Provider.

## **SECTION TWO PAYMENT AND TERM**

2.1. The term of this Agreement shall commence on the Effective Date and continue for ten (10) years or until the Project is complete as determined by the City in its sole and complete discretion, whichever is later (the "Term"). Depending on the City's

order quantities for the Project, the City may pay the Services Provider for the materials, installation materials, installation services, and maintenance services an amount not to exceed Nineteen Million Two Hundred Two Thousand Three Hundred Seventy Dollars and 00/100 (\$19,202,370.00) in an annual installment payment of One Million, Nine Hundred Twenty Thousand, Two Hundred Thirty-Seven Dollars and 00/100 (\$1,920,237.00) at the beginning of each year of the Term.

2.2. The prices in the Services Provider's Proposal will remain in effect for ten (10) calendar years after the Effective Date. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Services Provider without the prior written authorization of the City to proceed with such changes.

2.3. Payment to the Services Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Services Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Services Provider will be paid in full within thirty (30) calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Services Provider shall submit the original invoice to:

City of North Las Vegas Finance Department  
ATTN: Accounts Payable, Suite 700  
2250 Las Vegas Blvd., N.  
North Las Vegas, NV 89030

### **SECTION THREE REPRESENTATIONS AND WARRANTIES**

3.1. Services Provider represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

(a) Services Provider is a duly formed and validly existing corporation and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority, and legal right to execute, deliver, and perform under this Agreement.

(b) The Products are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

(c) Services Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

(d) The person executing this Agreement on Services Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Services Provider.

(e) All Services performed shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Services Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed.

3.2. The representations and warranties made by Services Provider survive the termination or expiration of the Agreement.

#### **SECTION FOUR INSURANCE**

4.1. Services Provider shall procure and maintain, and shall cause each subcontractor, principal, or agent to procure and maintain at all times the following insurance coverage for all work related to the performance of this Agreement:

(a) Workers' Compensation Insurance as required by applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against City, Services Provider, or Services Provider's subcontractors, principals or agents.

(b) Comprehensive General Liability (bodily injury and property damage) insurance in a policy limit of \$5,000,000.00 per occurrence and in the aggregate. Such General Liability insurance policy shall include the City as an additional insured under a blanket Additional Insured endorsement but only with respect to work performed by or on behalf of the named insured, Services Provider, and only to the extent that the additional insured is held liable for the negligence or other culpability of Services Provider. Coverage under Services Provider's policy does not extend to liability arising out of the additional insured's own negligence

(c) Automobile Liability (bodily injury and property damage) insurance in a policy limit of \$1,000,000 for combined single limit per occurrence. Such Automobile Liability insurance policy shall be endorsed as to include the City as an additional insured but only with respect to work performed by or on behalf of the named insured, Services Provider, and only to the extent that the additional insured is held liable for the negligence or other culpability of Services Provider. Coverage under Services Provider's policy does not extend to liability arising out of the additional insured's own negligence.

(d) Professional Liability (errors and omissions) insurance to include coverage for the Services contemplated in this Agreement and any errors or omissions of Services Provider and its professional staff in connection with this Agreement. The following amounts are minimum limits for the requisite Professional liability insurance and could be increased to be commensurate with the Services:

|                   |                |
|-------------------|----------------|
| Each claim:       | \$1,000,000.00 |
| Annual Aggregate: | \$2,000,000.00 |

4.2. Services Provider shall deliver certifications of insurance to the City, indicating that such insurance is in effect, before commencement of the Services under this Agreement. If Services Provider is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the Effective Date of this Agreement, and the certificate of insurance shall state that coverage is claims-made and the retroactive date. Services Provider shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by Services Provider pursuant to this Agreement.

4.3. All insurance policies required hereunder, and all renewals, shall be provided by a company or companies authorized to do business in Nevada and shall expressly;

4.3.1. Waive subrogation against the City, its officers, agents, servants, and employees;

4.3.2. Provide that they are primary and noncontributing with any insurance which the City may carry;

4.3.3. Include or be endorsed to cover Services Provider's contractual liability to the City; and

4.3.4. Disclose all deductible and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the City.

## **SECTION FIVE INDEMNIFICATION**

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Services Provider shall defend, protect, indemnify, and hold harmless the City, and its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Services Provider, its subcontractors, agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement including, without limitation, compliance with the terms of Exhibit A. This Section Five shall survive the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

## **SECTION SIX INDEPENDENT CONTRACTOR**

Services Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Services Provider performs the Installation Services or for any negligence, errors, or omissions of Services Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Services Provider. The City acknowledges and agrees that Services Provider retains the right to contract with other persons in the course and operation of Services Provider's business and this Agreement does not restrict Services Provider's ability to so contract.

## **SECTION SEVEN CONFIDENTIALITY AND AUTHORIZATION FOR ACCESS TO CONFIDENTIAL INFORMATION**

7.1. The City and the Services Provider shall treat all information relating to the Installation and Maintenance Services and all information supplied to and shared by the Services Provider as confidential and proprietary information and shall not permit its release by either party's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the prior written consent.

7.2. Services Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Services Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Services Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Services Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion. The City may require each employee, agent, or subcontractor of Services Provider having access to City personnel, data, information, personal property, or real property to submit to a background check performed by the City's Police Department ("Background Check"), and each employee, agent, or subcontractor must satisfactorily pass the Background Check, as determined by the City in its sole discretion, before or at any time during the performance of any of the Services under this Agreement. The scope of the Background Check ranges from Tier 1 through Tier 4, with Tier 4 being the most comprehensive.

## **SECTION EIGHT TERMINATION**

8.1. The City may terminate this Agreement at any time with or without cause upon notice to the Services Provider, and the City shall have no liability to the Services Provider for such termination except that the City shall pay the Services Provider for the

reasonable value of the Products provided and installed and Services performed by the Services Provider up through and including the date of termination, provided that the Services Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Products and Services in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

8.2. The City may suspend performance by Services Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Services Provider at least ten (10) days prior to the date on which the City will suspend performance. The Services Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Services Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

## **SECTION NINE NOTICES**

9.1. All notices, demands, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City: City of North Las Vegas  
Attention: Tom Brady, Director of Utilities  
2250 Las Vegas Blvd., N., Suite 250  
North Las Vegas, Nevada USA 89030  
Phone: 702-633-1903

To Services Provider: Zenon Environmental Corporation  
Attention: Jason Diamond  
3239 Dundas Street West  
Oakville, Ontario, CANADA L6M 4B2  
Phone: 905-465-3030 ext. 3273

9.2. The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

## **SECTION TEN MISCELLANEOUS**

10.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance, and effect of this Agreement, without regard to conflicts of law. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related to this Agreement or actions to enforce or interpret the terms of this Agreement.

10.2. Assignment. Any attempt to assign this Agreement by the Services Provider without the prior written consent of the City shall be void.

10.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

10.4. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void, or unenforceable, all provisions not held invalid, void, or unenforceable shall continue in full force and effect.

10.5. Controlling Agreement. To the extent any of the terms or provisions in the Quote conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Services Provider's Quote or any other written or oral communication from Services Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

10.6. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 10.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

10.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements, and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

10.8. Time of Essence. Time is of the essence in the performance of this Agreement.

**10.9. Shipping.** The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Services Provider error will be returned solely at Services Provider's cost.

**10.10. Inspection.** An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Services Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected and accepted.

**10.11. Further Assurances.** The Services Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

**10.12. Effect of Agreement Termination.** In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

**10.13. Fiscal Funding Out.** The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Services Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

**10.14. Public Record.** Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Services Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Services Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Services Provider, the Services Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This Section 10.14 shall survive the expiration or early termination of the Agreement.

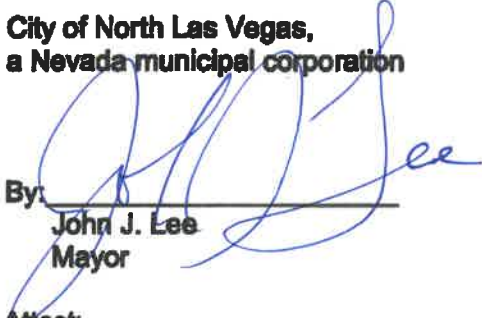
**10.15. Safety and Compliance.** Services Provider shall plan and direct the performance of Services in compliance with the Services Provider's safety policies, and the City's safety and work practices. Services Provider shall supervise all activities to ensure that its personnel and subcontractors use proper safety equipment and comply with the foregoing policies and all applicable laws.

10.16. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

**IN WITNESS WHEREOF**, the City and the Services Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas,  
a Nevada municipal corporation

By:

  
\_\_\_\_\_  
John J. Lee  
Mayor

Attest:

Zenon Environmental Corporation  
a Michigan Corporation

By:

  
\_\_\_\_\_  
David Bingham  
Commercial Director

By:

  
\_\_\_\_\_  
Catherine A. Raynor  
City Clerk

Approved as to Form:

By:

  
\_\_\_\_\_  
Micaela Rustia Moore  
City Attorney

**Exhibit A**

**Zenon Environmental Corporation Proposal**

**Please see attached pages**

## membrane replacement agreement

|                       |   |  |  |
|-----------------------|---|--|--|
| <b>to:</b>            | City of North Las Vegas<br>referred to here as North Las Vegas or Buyer   | <b>date:</b>   | June 19, 2020  |
|                       |   | <b>no. of pages:</b>                                       | 31 including cover   |
| <b>attention:</b>     | Frazier Speaks<br>Dan Ybarra  | <b>email:</b>  | <a href="mailto:speaksf@cityofnorthlasvegas.com">speaksf@cityofnorthlasvegas.com</a><br><a href="mailto:ybarrad@cityofnorthlasvegas.com">ybarrad@cityofnorthlasvegas.com</a> |
| <b>plant address:</b> | 2580 Betty Lane,<br>Las Vegas, NV 89156<br>USA  | <b>telephone no.:</b>                                      | 702 633 1101 / 702 633 1124  |
| <b>from:</b>          | Jason Diamond<br>regional lifecycle manager<br>western USA  | <b>email:</b><br><b>telephone no.:</b><br><b>cell no.:</b> | <a href="mailto:jason.diamond@suez.com">jason.diamond@suez.com</a><br>905 465 3030 x3273<br>905 399 7055   |
| <b>cc:</b>            | Rick Eismin (CHC)   |  |  |
| <b>subject:</b>       | membrane replacement agreement: ZW500D 370ft <sup>2</sup> modules   | <b>proposal no.:</b>                                       | 356455-9   |
|                       |   | <b>original project no.:</b>                               | 500458   |
| <b>plant data:</b>    | Please provide corrections if inaccurate<br>North Las Vegas Water Reclamation Facility, municipal wastewater treatment. Plant configuration: 12 trains, each train contains 10 x 48/48M cassettes + 2 x 32/48M cassettes all with ZW500D 340ft <sup>2</sup> membranes (note there are also 4 empty cassette slots per train). |  |  |

### proposal provisos

This proposal has been issued based on the information provided by the customer and on information currently available to SUEZ Water Technologies & Solutions at the time of proposal issuance. Any changes or discrepancies in site conditions, including but not limited to changes in system influent water characteristics, changes in environmental health and safety (EH&S) conditions, changes in the reissued state/provincial disposal system permit, changes in buyer financial standing, buyer requirements, or any other relevant change or discrepancy in the factual basis upon which this proposal was created may lead to changes in the offering, including but not limited to changes in pricing, guarantees, quoted specifications, or terms and conditions.

### confidential and proprietary information

The enclosed materials are considered proprietary property of SUEZ Water Technologies & Solutions (SUEZ). No assignments, either implied or expressed, of intellectual property rights, data, know how, trade secrets or licenses of use thereof are given. All information is provided exclusively to the addressee and agents of the addressee for the purposes of evaluation and is not to be reproduced or divulged to other parties, nor used for manufacture or other means, without the express written consent of SUEZ. The acceptance of this document will be construed as an acceptance of the foregoing.

### trademarks

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

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## 1 introduction

SUEZ Water Technologies & Solutions is pleased to present this proposal to initiate a long-term agreement with City of North Las Vegas for wastewater membrane replacement of all 12 trains and expansion to 35 MGD over a 10-year period at the North Las Vegas Water Reclamation Facility (WRF).

In recognition of the long-standing relationship between SUEZ WTS and North Las Vegas, SUEZ will lock in reduced North Las Vegas-specific membrane pricing for the membrane modules covered under this agreement, eliminating the risk of any future increases or inflation adjustment.

As part of this offering, future replacement membranes will be completed with the current ZW500D 370ft<sup>2</sup> modules:

- ☐ increasing the surface area and capacity of the train;
- ☐ maintaining the system performance with the current ZeeWeed fiber;
- ☐ maintaining spare space in the plant for future membrane addition.

The proposed agreement includes the current service agreement coverage for the site with InSight Pro process support and 24/7 technical support for the duration of the agreement.

Details of the scope are set out in the sections below.

SUEZ is a proven leader in delivering tangible value to our clients over the life of the plant. Our measure of success is how well we deliver **solutions** that help our clients meet their critical business objectives. Benefits for this agreement include:

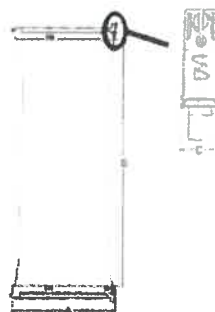
- ☐ fixed lifecycle costs over the period of the agreement
- ☐ planned membrane replacement

Through long-acquired membrane experience, SUEZ has clearly distinguished itself from other membrane manufacturers. A mature service culture and deep technical expertise are at the ready to serve and support North Las Vegas through this next membrane lifecycle.

## 2 material description

### 2.1 membrane module – ZW500D

| Module Dimensions |                      |                       |                      |
|-------------------|----------------------|-----------------------|----------------------|
| Product           | Width (A)<br>mm (in) | Height (B)<br>mm (in) | Depth (C)<br>mm (in) |
| 370, 340          | 644                  | 2,198                 | 49 (1.9)             |
| 440               |                      | 2,645                 | 52 (2.05)            |
| 200s              |                      | 1,839                 | 49 (1.9)             |
| 350s              | 1,332                | 1,725                 | 52 (2.05)            |



| Module Properties |         |  |                              |                        |          |                         |                         |                     |            |
|-------------------|---------|--|------------------------------|------------------------|----------|-------------------------|-------------------------|---------------------|------------|
| Application       | Product | Nominal Membrane Surface Area m² (ft²) | Max. Shipping Weight kg (lb) | Lifting Weight kg (lb) | Material | Membrane Pore Size (µm) | Surface Properties      | Fiber Diameter (µm) | Flow Path  |
| MSR               | 370     | 34.4 (370)                             | 28 (61)                      | 28 - 35 (61 - 77)      | PVDF     | 0.2                     | Non-woven & Hydrophobic | Ø0.18               | Outside-In |
|                   | 200s    | 27.9 (300)                             | 24 (53)                      | 24 - 50 (53 - 110)     |          |                         |                         |                     |            |
|                   | 440     | 45.9 (495)                             | 32 (70)                      | 30 - 72 (66 - 160)     |          |                         |                         |                     |            |
| Non-MSR           | 250s    | 32.5 (350)                             | 24 (53)                      | 28 - 72 (61 - 160)     |          |                         |                         | Ø0.18               |            |
| All               | 340     | 31.4 (340)                             | 28 (61)                      | 28 - 40 (61 - 88)      |          |                         |                         |                     |            |

Packaged  
Varies with solids accumulation

| Operating & Cleaning Specifications |                |                       |                         |                    |                             |                          |
|-------------------------------------|----------------|-----------------------|-------------------------|--------------------|-----------------------------|--------------------------|
| Application                         | Product        | TMP Range kPa (psig)  | Max. Operating pH Range | Operating pH Range | Max. Cleaning Temp. °C (°F) | Max. Cl. Conc'n (ppm)    |
| MSR                                 | 370, 340, 200s | 15 to 35 (-5 to 5)    | 4.0 (15.0)              | 5.0 - 8.0          | 40 (104)                    | 2.0 - 10.0 (200 - 2,000) |
| Non-MSR                             | 440, 240, 250s | -90 to 90 (-12 to 12) |                         |                    |                             |                          |

#### basis for SUEZ-offered "NLV" membrane pricing

From the original project, North Las Vegas has a guaranteed replacement price of USD \$139,960 (adjustable by CPI) delivered per 48-module ZW500D 340ft² standard membrane cassette. The price of the standard cassette itself is USD \$28,696, so this equates to a module price of USD \$2,318 or USD \$2,230 exclusive of freight for each of the 48 x 340ft² membrane modules in a fully populated cassette. Note, since the original contract North Las Vegas has upgraded to LEAPmbr, new cassettes provided under this agreement reflect the ZW500D 48M LEAPmbr cassette price of USD \$32,178.

As manufacturing has reduced costs since the original contract and in recognition of the long-term relationship, SUEZ is offering, with this agreement, to reduce this contractual pricing to the following proposed membrane module price for the newer 370 ft² module:

☐ USD \$1,680/module

## 2.2 cassette refurbishment kits

With the replacement of each train's membranes, cassette refurbishment kits will be supplied. Cassette refurbishment includes the following:

- ☐ removal of all existing plastic parts and associated hardware;
- ☐ installation of all new plastic parts (module mountings, securing mechanisms, LEAP aerators, etc.), and all associated hardware.

SUEZ will provide on-site cassette refurbishment assistance by trained SUEZ field service representatives; details provided in section 3.2.

---

## 3 SUEZ support

### 3.1 off-site support

#### controls

Provide system controls programming adjustments as required for the new membranes including adjustment of set points for permeate and air flow, as required.

#### documentation

Under this agreement, SUEZ will update the plant documentation and submit electronically via PDF documents. This update will include the following scope according to its relevance:

- ☐ programmer's table of code changes (change description recorded by tag with one distinct marker bit per change)
- ☐ **P&IDs** - Update the process (piping) & instrumentation drawings.
- ☐ **controls documents** – Update control narrative (CN), controls logic sequence chart (CLSC, also known as CSC) and the operation sequence chart (OSC).
- ☐ **O&M manual** - Provide a fully updated version of the operation & maintenance manual that indicates the changes made with this membrane replacement upgrade.
- ☐ **electrical drawings** – Update the electrical drawings.

#### project management

Provide planning and off-site assistance during the duration of the agreement.

### **3.2 on-site technical services – membrane installation and refurbishment**

The proposal includes a provision for technical services during installation and commissioning process as outlined in section 5. The majority of labor for membrane replacement and cassette refurbishment will be completed by SUEZ, but SUEZ strongly recommends that North Las Vegas consider having at least one experienced person on site and available during this period.

Installation and commissioning of membranes will be executed one train at a time to minimize down-time and to return each train to beneficial use in a timely manner.

The following activities will be executed by SUEZ, ahead of the membrane replacement events, with minimal impact on plant staff:

- ☐ installation of cassette levelling pins and membrane isolation valves (new valves and connection spools provided under this agreement for permeate lines; membrane aeration lines will reuse surplus valves and connection spools at plant) in spare membrane slots. Note surveying equipment to ensure installation of levelling pins within  $\pm 1/8$ " tolerance to be provided by North Las Vegas or their designate.
- ☐ consolidate existing membrane cassettes to 9 trains in preparation for future expansion.

For membrane expansion installation and membrane cassette refurbishment and replacement visits, the following activities will be executed by SUEZ on each of the current cassettes, with minimal impact on plant staff:

- ☐ mark and relocate tank covers to North Las Vegas designated storage areas and reinstall at membrane trains upon completion;
- ☐ removal of existing membranes from the tanks;
- ☐ refurbishment of existing cassettes and repopulation with new membrane modules;
- ☐ return refurbished cassettes into trains;
- ☐ installation of expansion membrane cassettes;
- ☐ perform bubble test to confirm membrane integrity, including completion of any necessary repairs, and review trans membrane pressure (TMP) on the installed membranes and compare to expected values for new membranes.

**operating responsibility** - North Las Vegas retains control of the work site and wastewater treatment plant operation throughout and will sign off that the installation and commissioning process for each visit has been completed to their satisfaction.

SUEZ will perform the services specified in the scope section of this document, but SUEZ will not operate the system. For the purposes of this agreement, the term "operate the system" shall mean to run or control the functioning of the equipment or to otherwise conduct or manage the affairs of any aspect of water or wastewater treatment or other functions at North Las Vegas's site, and shall include functions such as providing operators or laborers to adjust or control water treatment ("WT") equipment, wastewater treatment ("WWT") equipment or sludge management facilities ("SMF"), providing program oversight or directing on-site or contract operators/laborers to adjust or control WWT or SMF, providing personnel responsible for or providing oversight of water treatment residual

quality, wastewater effluent quality, sludge quality, waste characterization, or waste disposal activities, or providing personnel with continual or daily operational responsibilities with respect to water or wastewater treatment, influent or effluent compliance monitoring, process monitoring, government reporting or notification, or permit compliance.

**waiting time** - Any reasonable overtime or waiting times required due to unforeseen site events outside the control of SUEZ will be brought to attention of North Las Vegas and invoiced according to the prevailing SUEZ service labor rates sheet, refer to attachment c.

**reporting** - Before leaving site, SUEZ will record observations and discuss with operators concerning the condition of the equipment, tasks accomplished during the visit, and key operating and maintenance issues requiring further attention. SUEZ will provide a copy of a written report before leaving site and/or provide a service visit report to the plant operator within a reasonable timeframe of the SUEZ service representative's return to the office. In any case, North Las Vegas will be asked to sign a work order that describes the hours on site and tasks accomplished.

**SUEZ duties for on-site services**

- ☐ SUEZ will coordinate its work under this agreement in a reasonable manner with the operating staff of the facility.
- ☐ SUEZ will maintain public liability and property damage insurance covering all operations undertaken by SUEZ and its sub-contractors with a limit of \$5,000,000 inclusive for any one accident or occurrence. If for any reason additional insurance coverage (e.g. general construction/erection all risk, general liability) is required above and beyond SUEZ's standard insurance terms for on-site commissioning supervision, North Las Vegas must inform SUEZ in writing 60 days prior to work commencement at site. North Las Vegas will be billed for all additional insurance costs and processing fees.
- ☐ SUEZ will maintain workers compensation and employers' liability coverage as per statutory requirements.

## 4 ZeeWeed configuration

| configuration data                            | units           | existing plant configuration | proposed configuration – 35 MGD |
|---|-----------------|------------------------------|---------------------------------|
| number of trains, plant                       |                 | 12                           | 12                              |
| total cassettes installed, plant              |                 | 144                          | 180                             |
| type of ZeeWeed membrane                      |                 | 500D                         | 500D                            |
| module surface area                           | ft <sup>2</sup> | 340                          | 370                             |
| maximum number of modules per cassette        |                 | 48                           | 48                              |
| total number of cassette spaces per train     |                 | 16                           | 16                              |
| number of fully populated cassettes per train |                 | 10                           | 14                              |
| number of flex cassettes per train            |                 | 2                            | 1                               |
| installed number of modules per flex cassette |                 | 32                           | 28                              |
| total module count, train                     |                 | 544                          | 700                             |
| total surface area in operation, train        | ft <sup>2</sup> | 184,960                      | 259,000                         |
| total module count, plant                     |                 | 6,528                        | 8,400                           |
| total surface area in operation, plant        | ft <sup>2</sup> | 2,219,520                    | 3,108,000                       |
| % surface area increase from existing, plant  | %               | -                            | 40                              |
| flow capacity, average daily flow ADF         | MGD             | 25.0                         | 35                              |
| design net flux at ADF at min. temp.          | GFD             | 11.26                        | 11.26                           |
| flow capacity, maximum daily flow MDF         | MGD             | 35.0                         | 49                              |
| design net flux at MDF at min. temp.          | GFD             | 15.77                        | 15.77                           |
| flow capacity, peak hour flow PHF             | MGD             | 50.0                         | 60 <sup>note 3</sup>            |
| design net flux at PHF at min. temp.          | GFD             | 22.53                        | 19.3 <sup>note 3</sup>          |

**note 1:** North Las Vegas to confirm that the existing stated plant flow conditions are accurate. Expanded flows are possible due to original N+2 design of system. Note that redundancy may be reduced from the original plant design unless mechanical equipment is also modified/replaced.

**note 2:** The stated flow for the proposed membrane replacement is based on membrane capacity only. Verification of the capacity of other equipment and systems, including but not limited to permeate pumps, RAS pumps, blowers, biological treatment tanks, piping etc., has not been considered.

**note 3:** Peak flow limited by current design of permeate pumps. May be able to be increased by modifying/replacing existing equipment.

## 5 SUEZ scope & price

### membrane replacement and expansion to 35 MGD

SUEZ's scope includes the material and services outlined in the tables below.

12 trains replaced and expanded over 10 year term of agreement:

| item description   | part #  | quantity               | unit price | price             |
|--|---------|------------------------|------------|-------------------|
| <b>replacement of existing membranes and expanding to 35 MGD average flow</b>  |         |                        |            |                   |
| ZeeWeed membrane modules - ZW500D 370 ft² WW   | 3157651 | 8,393                  | 1,680      | 14,100,240        |
| ZW500D 370 ft² WW under pro-rated warranty (previous claim)  | 3157651 | 4                      | 1,471      | 5,884             |
| ZW500D 370 ft² WW under pro-rated warranty (previous claim)  | 3157651 | 3                      | 1,490      | 4,470             |
| 2+5 year prorated membrane warranty, section 9   |         | incl.                  |            |                   |
| Spare cassette hardware (spare element end cap keys, spare permeate spigot o-rings and blank module headers)   |         | lot                    | 0          | 0                 |
| ZW500D 48M LEAPmbr cassettes   |         | 36                     | 32,178     | 1,158,408         |
| cassette hardware for new cassettes:   |         |                        |            |                   |
| - hanger arms  |         | 36 sets                |            |                   |
| - permeate spools & aeration hoses   |         | 36 sets                |            |                   |
| - permeate isolation valves (and immediate downstream spool with flange)   |         | 48 sets                |            | 417,890           |
| - levelling pin hardware   |         | 48 sets                |            |                   |
| - eyebolt kit  |         | 1                      |            |                   |
| freight, DDP North Las Vegas WRF, section 6  | 3095534 | incl.                  | 1,986,564  | 1,986,564         |
|  |         | <b>sub-total price</b> |            | <b>17,673,456</b> |
| cassette refurbishment kits  |         | 144                    | 5,788      | 833,472           |
| 3 x onsite personnel to complete levelling pin installation, permeate isolation valve and spool piece installation, membrane aeration isolation valve and spool piece relocation into spare spaces of 12 trains, membrane/cassette consolidation into 9 trains<br>10 x 8-hr days | 135491  | 1 trip                 | 26,635     | 26,635            |
| 6 x onsite personnel for expansion cassette installation, 7 x 10-hr days installation of new cassettes in 3 trains   | 135491  | 1 trip                 | 46,597     | 46,597            |
| 6 x onsite personnel for cassette refurbishment and membrane replacement, 8 x 10-hr days per trip for cassette refurbishment and membrane replacement of remaining 9 trains  | 135491  | 9 trips                | 53,250     | 479,250           |
|  |         | <b>sub-total price</b> |            | <b>1,385,954</b>  |

|  |           |  |        |                                  |
|--|-----------|--|--------|----------------------------------|
| InSight Pro – process consulting service - annual fee                                  | 3110634   | 10   | 25,920 | 259,200                          |
| 24/7 telephone technical support   | 3068598   | 10   | 2,673  | 26,730                           |
| replacement InSight hardware – preprogrammed “black box” (recommended every 3–4 years) | 3137351   | 3  | 1,600  | 4,800                            |
|  | discounts | black boxes included<br>InSightPro – 50%<br>24/7 service – 50% |        | (4,800)<br>(129,600)<br>(13,370) |
|  |           | sub-total price  |        | 142,960                          |
| All figures are in USD.  |           | total price  |        | 19,202,370                       |
| annual payment   |           |  |        | 1,920,237                        |

The annual fee is based on a proposed 10-year payment plan within the agreement duration starting in 2020 and will be held for the duration of the agreement without annual adjustments for inflation. The annual fee will be invoiced each year at the beginning of the period. Should the agreement be terminated for any reason, please see section 10 item 5.

Alternatively, if North Las Vegas elects to pay for the agreement up-front, SUEZ will apply a 3% discount to the total price.

|  |            |
|--|------------|
| <b>replacement of existing membranes and expanding to 35 MGD average flow - up-front payment</b> |            |
| total price  | 19,202,370 |
| discount for single up-front payment (3%)  | -576,071   |
| total price with discount  | 18,626,299 |

Verification of the capacity of other equipment and systems, including but not limited to permeate pumps, RAS pumps, blowers, biological treatment tanks, piping etc., has not been considered. If any modifications to or replacement of existing equipment is required, it will be at additional cost to North Las Vegas.

Through the term of this agreement, SUEZ will work with North Las Vegas to determine the actual timing of replacement events based on plant performance and membrane condition, with the ultimate goal to maximize membrane life, and SUEZ will provide a quantity of membranes to replace and expand the existing full plant of ZW500D membranes at the North Las Vegas WRF.

Prior to the membrane consolidation in nine trains, the first step will be manufacturing of the remaining levelling pins. All of the current spare membrane cassette spaces will have the levelling pins and membrane cassette isolation valves installed to simplify membrane cassette movement to any location in the plant. Three membrane trains will then be emptied by relocating all membrane cassettes to the remaining 9 active trains.

The system will continue to operate as a nine train system until plant capacity expansion is requested. This expansion will be completed by installing 36 new, factory-populated cassettes along with nine refurbished and repopulated cassettes from the existing trains into the three empty trains.

The agreement anticipates plant capacity expansion into the three empty trains and refurbishment of two existing trains to be completed as part of the first membrane replacement in the following

schedule. Note, since the 9 trains will be able to meet the existing system capacity (except for the peak hour flow redundancy), if higher flows are not required at that time, populating the three expansion trains can be delayed in the schedule as needed. The initial membrane replacement events would then include cassette refurbishment and repopulation with new membranes only.

The membrane replacement events will consist of on-site cassette refurbishment and membrane installation.

Example of a potential replacement and expansion schedule is shown below, with the plant expansion coinciding with the first membrane replacement event.

| agreement year:                            | 2020 | 2021 | 2022  | 2023  | 2024  | 2025  | 2026 | 2027 | 2028 | 2029 | total |
|--|------|------|-------|-------|-------|-------|------|------|------|------|-------|
| membrane qty<br>12 trains over<br>10 years | 0    | 0    | 3,500 | 1,400 | 1,400 | 1,400 | 700  | 0    | 0    | 0    | 8,400 |

It is possible that, through virtue of good membrane management and plant operation, North Las Vegas may extend membrane life of the current membranes beyond the end date of this agreement. To avoid unnecessary premature replacement, North Las Vegas may choose to defer delivery of membranes into a future year provided that all membranes are received and accepted within the 5-year period following final billing for the respective agreement.

This membrane replacement agreement provides assurance to City of North Las Vegas that over the course of the agreement, the quantity of membrane modules specified above will be provided for use at the North Las Vegas WRF.

For optimal economics and to follow best membrane replacement practices, pricing is based on replacing multiples of 1 train worth of membranes at a time. Should North Las Vegas request quantities other than a multiple of 1 full train per installation event over the term of this agreement, an adjustment to the following annual invoice may be made to account for additional costs (i.e. additional mobilization & demobilization of crews, additional freight charges etc. to complete a train over more than one visit during the duration of the agreement). Note, for the cassette refurbishment/membrane replacement events, there would be no change to the annual payment if they are done on a different schedule than shown in the example schedule outlined above, moving earlier or later, as long as they are completed on a full train basis (e.g. if it is decided to replace 3 trains instead of 2 in 2023, etc.).

## 6 delivery

- ☐ **packaging** - Each train replacement the majority of ZW500D 370ft<sup>2</sup> modules will arrive in 18 x 30M shipping frames, bagged and crated. The remaining modules will be individually bagged, boxed and crated. The plant capacity expansion will have populated cassettes bagged and crated in addition.
- ☐ **DDP** - Delivery will be by standard ocean/ground on the basis of DDP North Las Vegas WRF, 2580 Betty Lane, Las Vegas, NV, USA or other named place of destination; Incoterms 2010. DDP = delivery duty paid. Partial shipments will be acceptable unless otherwise specified. Where delivery cannot be accepted at this destination, North Las Vegas shall specify an alternate, equivalent destination without delay.
- ☐ **origin** - Delivery of ZeeWeed membranes originates from the SUEZ Water Technologies & Solutions, ZENON Membrane Products (ZEM), Bláthy Ottó u 4, Oroszlány, 2840 Hungary facility.
- ☐ **title & risk** - Title and risk of loss or damage to membrane modules and crating shall pass to North Las Vegas upon delivery at the named place of destination.
- ☐ **export documents** - All ZeeWeed membrane module shipments into the USA require clearance documentation from the EPA. SUEZ will prepare and provide the required EPA documentation to the Carrier.
- ☐ **MPF** - Merchandise processing fee is a fee assessed for formal custom entries based on 0.35% of the invoice value, with a minimum of USD \$25 per formal entry and a maximum of USD \$485. On the basis of DDP terms, this fee will be paid by SUEZ within the quoted price.
- ☐ **duty** - A US Customs duty of 3.9% applies to all ZeeWeed membranes shipped individually or in shipping frames; not in operational cassette frames. On the basis of DDP terms, this duty will be paid by SUEZ within the quoted price. Any new duty imposed after the date of this proposal is the responsibility of North Las Vegas.
- ☐ **taxes** - All applicable local, state, or federal taxes are the responsibility of North Las Vegas.
- ☐ **temperature** - UF membranes cannot be allowed to freeze or overheat and may require temperature-controlled freight and handling according to the season and the planned routing. If required, the price of temperature control will be included within the firm quote on freight by SUEZ.

- ❑ **unloading** - may require one of or a combination of a loading dock, extended forks and an experienced fork lift driver at delivery destination. Please consult with SUEZ at the time of purchase order (PO) preparation on this. Shipping crate Information (estimated per train):

| description                     | dimensions (in.)       | weight (lb.) |
|---------------------------------|------------------------|--------------|
| ZW500D 30M shipping frame crate | L=93" x W=37" x H=96"  | 2,622        |
| ZW500D 12M membrane crate       | L=93" x W=76" x H=39"  | 1,150        |
| ZW500D 48M cassette crate       | L=110" x W=89" x H=83" | 3,990        |

Notes:

- Only crates for membrane/cassette transport have been shown above to identify the largest and heaviest items that will need to be unloaded;
  - Smaller boxes/crates/skids will be used for hardware items.
- ❑ **availability** - Delivery of membrane modules is typically 10 - 20 weeks after receipt of a single purchase order. Definitive membrane module availability will be confirmed once a purchase order is received from North Las Vegas and acknowledgement of a purchase order is issued by SUEZ or, if applicable within long-term agreement, membrane replacement request is received from North Las Vegas. For long term agreements, SUEZ will work with North Las Vegas to plan ahead for replacements so that inventory is available when membranes are required to ship to site. Planning should still work within the 10 – 20 week window as closely as possible.

## 7 scope - North Las Vegas

### 7.1 installation preparation

- ❑ Receive, off-load, handle and provide temperature-controlled storage of the equipment and materials required for Seller to perform the duties outlined in the Seller's scope of supply.
- ❑ Membranes must be stored in a sheltered area, protected from freezing, direct sunlight or extreme heat, and sealed as shipped until ready for use. Storage should be in a dark, dry, level area at a temperature of 5-30°C (41-86°F). Membranes have a shelf life of 1 year before requiring re-preservation and should not be stored longer than necessary prior to installation. North Las Vegas is responsible for risk of loss of Seller's parts while in storage at the customer's plant.
- ❑ Inspect, evaluate and make repairs as required for the membrane tanks as well as to mounting brackets, hoses and all connections prior to SUEZ arriving at site.
- ❑ Provide surveying equipment to ensure installation of levelling pins within +/-1/8" tolerance.
- ❑ Provide all access structures (such as scaffolding) and mechanical lifting equipment including cranes, forklifts and scissor lifts for cassette refurbishment and membrane installation only.

- ☐ Provide boom truck or other similar device for positioning membrane cassettes outside of the tanks.
- ☐ Assure availability of a copy of the operating manual, all process and instrumentation drawings, and all electrical drawings on site and accessible for reference.
- ☐ Maintain adequate insurance coverage for the risks of fire, theft, vandalism, floods and personal injury to authorized or unauthorized visitors.

## **7.2 installation**

- ☐ Provide 1 plant personnel for on-site safety coverage if work is agreed to be conducted outside of normal plant staffing hours to ensure that someone local is available to monitor the crew and assist in case of emergency, such as contacting local authorities, and ensure any site requirements are followed for safety, clean-up and securing facilities, etc.
- ☐ North Las Vegas will afford Seller's personnel free access and egress of the facility for all authorized work. North Las Vegas will provide reasonable access to workshop facilities with standard workshop tools and equipment as is necessary to meet any repair and maintenance requirements of the system during installation.
- ☐ Provide adequate illumination and emergency lighting for all areas in which the Seller will be executing the scope of supply. Provide all site utilities such as raw water, instrument quality air, potable water and power required for operation of the proposed equipment included in this scope of supply. Assure that adequate quantities of membrane cleaning and neutralizing chemicals are on hand for wash procedures including sodium hypochlorite, sodium bisulphite, citric acid and sodium hydroxide. Supply telephone/fax/modem access while Seller's staff members are on-site.

## **7.3 empty shipping frame preparation**

All shipping frames returning to Hungary must be clean and packaged appropriately for trans-oceanic transport in shipping containers. SUEZ will provide North Las Vegas assistance to facilitate the return of shipping frames, including organizing the logistics for pickup and costs for shipping back to SUEZ. With support from the SUEZ FSRs onsite, North Las Vegas is responsible for the following:

- ☐ preparing shipping frames for return, including:
  - washing frames down with water ( if required),
  - securing frames to wooden skids for loading onto truck,
- ☐ loading shipping frames onto the truck for return/delivery to SUEZ.

All wooden packaging material used for international shipments must conform to current phytosanitary standards to reduce the risk of introduction and spread of quarantine pest species associated with the movement in international trade of wood packaging material made from raw wood.

All wood packaging material used to transport shipping frames internationally, must comply with ISPM15 which is the standard for phytosanitary measures and be properly stamped indicating compliance with the standard. Failure to comply with the standard may lead to shipment refusal and subsequent project delays. For detailed information on ISPM15 please visit <http://www.ispm15.com>.

Whenever possible, save and re-use the wooden skids that the shipping frames arrived on for return freight purposes as it is in compliance with ISPM15.

See attachment b for additional details.

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## 8 solution design notes

### 8.1 permits

#### regulatory requirements

North Las Vegas is responsible to review and report to the permit granting agency on the impact of any of the proposed changes on the regulatory permit. SUEZ will provide the necessary manufacturer's technical support on regulatory issues.

*Please speak with your regional lifecycle manager (RLM) if there are any regulatory requirements or concerns.*

### 8.2 maintenance notes for replacement membranes

At the time of any full train membrane replacement, it is recommended to evaluate the appropriate timing of repairs or replacement of the following ancillary system components:

- ☐ Is it the right time to address any tank coating repairs which may be required?
- ☐ Is it the right time to replace non-metal cassette components?
- ☐ Are any of the aeration or permeate connection hoses, clamps, camlocks, camlock seals and couplings due for replacement?

#### preferential flow

Preferential flows can create a risk of over-fluxing of new modules when they are installed in the same train with older modules. The mixing of old and new modules in the same cassette also makes management of slack adjustment more difficult. SUEZ recommends that North Las Vegas plan membrane module replacement on a complete cassette and complete train basis wherever possible to achieve both optimal performance and best value from the new membrane modules. In this case, by replacing all membrane modules on a per train basis, this risk has been neutralized.

#### membrane slack

SUEZ's membranes are supplied and shipped with an initial factory fiber slack designed to optimize membrane air scouring during operation as well as accommodate a degree of shrinkage. Membranes shrink in length early in their lifecycle when exposed to higher temperature water. The pace of shrinkage slows with age. With the installation of new membranes, the requirements for slack adjustment start a new cycle. As part of the

membrane cassette refurbishment, the cassettes will be adjusted back to the original slack positioning to accommodate the new membranes.

Due to the wide variety of operating environments in which our products can be utilized, it is difficult to generally predict the rate of shrinkage. If membranes operate in a condition of insufficient slack for an extended period of time, irreversible damage to the fiber-urethane bond may occur. Please refer below to the recommended inspection frequencies based on your plant's membrane tank operating temperature. Visual inspections should begin during the membrane installation and be repeated over time on the same cassette. Digital pictures will allow for comparative analysis of the fiber slack over time. SUEZ can assist in evaluation through the review of photos of the cassettes.

| maximum operating temperature | recommended slack inspection frequency |
|-------------------------------|--|
| 0-24 °C / 32-76 °F            | every 2 years                          |
| 25-30 °C / 77-86 °F           | once per year                          |
| >30 °C / > 86 °F              | twice per year                         |

Since slack adjustment timing is hard to predict, or if it will be required at all, completion of slack adjustment is outside the scope of this agreement and the responsibility of North Las Vegas. If slack adjustment is required, North Las Vegas can elect to have SUEZ complete this work for \$32,600 per train, invoiced separately.

#### **bubble test pressure**

The bubble test pressure for the purchased membranes is 2 psi horizontally and 3 psi vertically.

### **8.3 technical**

#### **module upgrade – 340ft² vs. 370ft²**

Upgrading from the ZeeWeed 500D 340ft² module to ZeeWeed 500D 370ft² module offers the following advantages:

- ☐ 8.8% increase in membrane module surface area;
- ☐ increased membrane module surface area without any changes to the overall dimensions of the module;
- ☐ no increase in chemicals for maintenance or recovery cleans due to increased surface area.

#### **lifting weight & height**

The lifting weight ranges for ZW500D cassettes with 370ft² differs slightly from the current cassettes and should be considered to ensure that the site has adequate lifting capacity available to install and later remove the cassettes safely.

| cassette type       | lifting weight range (lb.) | cassette height (in.) |
|---------------------|----------------------------|-----------------------|
| ZW500D 48M – 340ft² | 4,320 – 8,680              | 82.7                  |
| ZW500D 48M – 370ft² | 4,457 – 8,758              | 82.7                  |

**other considerations****hoses & fittings**

SUEZ has assumed for this proposal that the current aeration and permeate cassette connections for the ZW500D cassettes do not need replacing at this time. If this is not so, please advise SUEZ and request that they be added to this proposal.

**blowers**

For the purposes of this proposal, the range of blower capacity has been assumed to be adequate for this upgrade.

**MLSS concentration**

MLSS concentration in the membrane tank during annual average, max month, and max week flows must not exceed 10 g/L and during max day and peak hour flows must not exceed 12 g/L.

**biological system**

For expansion options, biological system expansion design, including equipment, will be completed by North Las Vegas or their 3rd party designate.

**pre-screen**

Trash and non-biodegradable solids, such as hair, lint, grit and plastics may foul or damage the membranes if allowed to pass into the membrane chamber. SUEZ recommends that an internally-fed screen with mesh or punched-hole openings less than or equal to 2 mm with no possibility of bypass or carryover be operated upstream of the new membranes to ensure effective operation and to maximize membrane life.

## 9 Seller's warranty - ZeeWeed membrane module

### 7 year prorated replacement (2 years full replacement + 5 years prorated)

This schedule sets out the warranty with respect to ZeeWeed membrane modules ("membrane modules"). No other warranties, expressed or implied are made in connection with the sale of these products, including, without limitation, warranties as to fitness for any particular purpose or use or merchantability of these products. The warranty provided herein will be the exclusive and sole remedy of Buyer, and in no event will the Seller be liable for any special, direct, indirect or consequential damages, including, without limitation, loss of profits. This warranty is not transferable.

#### 1 product

This warranty applies to only the membrane modules supplied under the contract of sale. Membrane module means the fibers and the potted plastic headers. This warranty does not cover air piping to the membrane module, permeate piping from the membrane module, piping connection fittings, connecting hardware and cassette frames with their associated components including but not limited to spacers, aerator tubes, aerator assemblies, screen, module dummies or module blanks.

Identification: membrane modules are shipped by the Seller with a serial number identification which confirms their place in the cohort set of membrane modules covered by this membrane module warranty.

#### 2 Seller

ZENON Environmental Corporation is the name of the Seller, and means a business component of, or legal entity within the SUEZ Water Technologies & Solutions business (SUEZ) which is selling ZeeWeed modules and is the Seller offering this warranty. The Seller may assign this warranty to other SUEZ affiliates.

#### 3 Buyer

Buyer means City of North Las Vegas.

#### 4 project

Project means the membrane modules sold under this proposal number 356455-9.

#### 5 contract of sale

Contract of sale means the sales contract governing the sale of membrane module(s) for the project between Buyer and the Seller or its SUEZ affiliate.

#### 6 scope of warranty

The Seller warrants that its membrane module(s) will be free of defects due to faulty materials or errors in manufacturing workmanship.

Regular membrane module inspection and normal fiber repair shall be the responsibility of Buyer.

All replacement membrane modules will be shipped on the basis of INCOTERMS 2010 FCA SUEZ manufacturing facility.

All ancillary costs including but not limited to bagging, boxing, crating, freight, freight insurance, applicable taxes, import duties, certifications, brokerage, receiving, forklift services, storage at site, reattachment hardware, hose/clamp/camlock replacement, crane services, installation, fiber repair materials, glycerin flushing, commissioning and waste disposal are the responsibility of Buyer.

**full replacement** – Full replacement means that in the case of a valid warranty claim for a membrane module failure, Buyer receives a replacement membrane module and does not pay for the value of use of the membrane module prior to failure.

**prorated replacement** – Prorated replacement means Buyer pays for actual use of a membrane module from which Buyer has derived value over time. Prorated replacement allows the Seller to pay reasonable compensation under warranty for any product use not enjoyed by Buyer due to premature failure.

The ratio of full replacement to prorated replacement in this warranty is set out in Item 8 of this section.

## 7 warranty start date

For the original membrane modules in a plant, this membrane warranty will start on the earlier of:

- The date that installation of the original membrane module(s) has been substantially completed, or
- Six months from the date of shipment of the original membrane module(s) to Buyer.

For replacement or expansion membranes, this membrane warranty will start on the earlier of:

- The date of installation, or
- 1 month from the date of delivery to site.

## 8 warranty duration

total warranty duration: a total of 84 months composed of a base period and an extended period.

base period with full replacement: 24 months

All purchasers of ZeeWeed membrane modules are entitled to this base period of full replacement warranty coverage without purchasing an extended Seller's warranty.

extended period with prorated replacement: a total of 60 months following the base period

Replacement membrane modules are covered by warranty only to the extent of the warranty of the original membrane module which has been replaced. At all events, this warranty shall expire and be of no force or effect 84 months following the warranty start date.

## 9 notification of claim

All claims filed under this warranty shall be made in writing by Buyer within 30 days of identifying a defect.

Buyer shall provide the following information:

- A description of the defect giving rise to the claim;
- Photographs showing the manufacturing defect;
- The serial number(s) of the membrane module(s) which is (are) the subject of the warranty claim; and
- Operating data and repair history for the life of membrane modules which are the subject of a warranty claim.

## 10 verification of claim

After receipt of written notification of a defect, the Seller will promptly undertake such investigations as, in the Seller's opinion, are necessary to verify whether a defect exists. The Seller reserves the right to require additional data as necessary to validate claims. Buyer may, in the course of these investigations, be requested to return membrane module(s) to the Seller for examination. The Seller may also conduct reasonable tests and inspections at Buyer's plant or premises. If the results of the investigation do not validate the defect claimed, Buyer will reimburse the Seller for all reasonable expenses associated with said investigation, including expenses for all tests, inspections, and associated travel.

## 11 satisfaction of claims

The Seller will have the right to satisfy claims under this warranty in a flexible manner. Such flexibility may include the repair of existing membrane modules or changes in operating protocols or membrane module replacement or by upgrading failed membrane modules with newer membrane module(s) that may embody design and efficiency improvements. Buyer consents to the supply of replacement membrane modules which may be of a different design than original membrane modules.

## 12 membrane module replacement price – prorated replacement

The base membrane module replacement price (MMRP) used to calculate the prorated amount to be paid by the Buyer to replace defective membrane modules under warranty shall be USD \$1,350 per ZW500D 370ft<sup>2</sup> membrane, CPI adjusted (US consumer price index – not seasonally adjusted per US Bureau of Labor Statistics) + 1%. CPI adjustment starts July 1, 2020.

For membrane modules supplied under valid warranty claims, the prorated share that the Buyer will pay is calculated as follows:

|                               |   |  |                                      |
|-------------------------------|---|--|--------------------------------------|
| Prorated<br>Share<br>of Price | = | Number of whole months elapsed between the Membrane<br>Module Replacement Date & the Warranty Start Date | Membrane Module<br>Replacement Price |
|                               |   | Warranty Duration in Months  |                                      |

Note - This membrane module replacement price (MMRP) is not applicable towards a purchase by Buyer for any non-warranty or other purposes, including but not limited to flux reduction, or plant hydraulic capacity increases. Modules purchased under these or other scenarios will be sold to Buyer by Seller at the list price in effect at the time of order

### 13 operating information

To maintain the membrane module warranty, membrane system operation records from initial start-up date until claim must be maintained by Buyer and made available to the Seller upon request. Records must be provided in sufficient detail to verify uninterrupted compliance with the Seller's operations and maintenance manual prepared by the Seller and supplied to Buyer as part of the contract. At a minimum, operation data must include information on feed water quality, temperatures, flows, trans-membrane pressures, aeration rates, permeate quality, cleaning intervals, cleaning chemical concentrations, elapsed time since start-up, relevant analytical data and reporting of any screen bypass events.

Buyer shall maintain and share access to a single reference copy in electronic form of a membrane module map containing the history of activity by membrane module. Buyer shall log its procedures performed related to a membrane module including relocation of membrane modules, repairs, replacements and any other noteworthy events.

Buyer authorizes the Seller to conduct any reasonable review of operation and maintenance records or to inspect facilities where membrane modules are installed, upon reasonable notice to Buyer. Such reviews and/or inspections are intended to also assist the Seller and Buyer in detection of membrane system faults and to optimize the care and operation of the membrane modules.

### 14 limitation of warranties

Occurrence of any of the following as reasonably determined by the Seller will void this warranty:

- a. A material failure to operate the membrane system in accordance with Seller's operations and maintenance manual supplied to Buyer as part of the contract, including material failure to adhere to the Seller's specified membrane module cleaning procedures and the use of anything other than Seller-approved membrane module cleaning agents.
- b. Failure to adhere to the preventive maintenance program as presented in the Seller's operations and maintenance manual, in published product manuals and in specifications.
- c. Failure to adhere to all transportation and module storage recommendations outlined by Seller.
- d. Failure to ensure correct operation and/or functioning of the screening equipment.
- e. Introduction of destructive foreign materials into the membrane module tanks. Destructive foreign materials may include natural or human-made materials that are introduced into the membrane system influent channel or tanks originating from construction and maintenance activities or from inadequate pretreatment or from aquatic species including clams and snails or from damage to the tank or tank coating. Buyer shall be responsible to maintain correct function of the screen mechanism, to flush accumulated grit from the tank bottom and to flush accumulated foreign materials from the membrane modules.
- f. Failure to install and maintain operating data acquisition and electronic data transmission functions at the plant.
- g. Physical abuse or misuse, incorrect removal or installation of membrane modules by non-Seller personnel including fiber damage caused by operator error in handling of membrane modules or cassettes.
- h. Unauthorized alteration of any components or parts originally supplied by the Seller.
- i. Intentional damage.

### 15 return procedure

In the event that the return of a membrane module is required pursuant to this warranty, Buyer will first obtain a return goods authorization (RGA) number from the Seller. Membrane module(s) shipped to the Seller for warranty examination must be shipped freight prepaid. If Buyer desires temporary replacement membrane module(s) to replace those alleged to be defective and returned to the Seller for warranty examination, Buyer shall be responsible for the cost associated with any such replacements until examination of the returned membrane modules pursuant to this warranty is complete. Any membrane module examined by Seller as part of a warranty claim where the membrane module is subsequently found to be performing as warranted or where a membrane module failure is not covered under the warranty will be returned to Buyer, freight collect.

## 10 terms and conditions of sale

### a - specific terms and conditions of sale

#### 1 legal entity for contracting

ZENON Environmental Corporation is the name of the Seller, and means a business component of, or legal entity within the SUEZ Water Technologies & Solutions business (SUEZ) which is selling ZeeWeed modules.

Please advise us if this SUEZ entity is not set up in your purchasing system as a vendor and you do have another SUEZ entity set up. We are keen to make the purchase process as convenient as possible for North Las Vegas.

short form: Where a short reference is required in this document, for convenience, we are called simply SUEZ.

#### 2 payment terms

On approved credit, payment terms are net 30 days from customer receipt of invoice. Please see the invoicing schedule in price section.

#### 3 proposal validity

Prices quoted and proposal terms are valid up to sixty (60) days after the date of issue of this proposal unless confirmed with a purchase order.

#### 4 bonds

Performance or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

#### 5 early termination

In the event of contract termination other than as defined in attachment a.15 of this agreement the following will apply:

- ☐ SUEZ will initiate delivery of all materials and services for which payment has been received in excess of the value of materials and services provided by SUEZ at the time of cancellation.
- ☐ Buyer will, within 30 days, make a payment to SUEZ equal to the value of materials and services provided to the point of termination, less the cumulative sum of payments paid by Buyer.
- ☐ Once terminated, there is no option to restart the agreement. No penalties or reimbursements, other than those outlined in this agreement, shall be paid by either party.

### b – general terms and conditions of sale

SUEZ's standard terms and conditions apply. See attachment a

Note to purchasing agent: The SUEZ's standard set of commercial terms & conditions are written for moderate value transactions to allow an efficient and rapid provision of services and parts. Where corporate agreement terms have been previously agreed, these may be brought forward by either party and applied by mutual consent. If either of these terms sets are not immediately acceptable, please expect a typical 6-10 week cycle of mutual review to build agreement on changes.

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## attachment a SUEZ standard terms and conditions

### general terms and conditions of sale

1. **exclusive terms and conditions.** Together with any other terms the Parties agree to in writing, these General Terms and Conditions – together with the last proposal in order of time issued by the Seller – form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment (jointly "Equipment") and to provide advice, instruction and other services in connection with the sale of that Equipment ("Services"). If Buyer sends to Seller other terms and conditions to which Seller may not respond, including but not limited to those contained in Buyer's purchase order, such shall not apply. This Agreement may only be revised by a change order approved in writing by both Parties. All terms not defined herein shall be defined in Seller's proposal.
2. **equipment and services.** The Equipment to be delivered and the Services to be provided shall be as set out in this Agreement. Unloading, handling, storage, installation, and operation of Buyer's systems or the Equipment are the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's systems or the Equipment at Buyer's site.
3. **prices and payment.** Buyer shall pay Seller for the Equipment and Services in accordance with the payment schedule (as set forth in Seller's proposal or, if applicable, in any special conditions agreed to in writing by the Parties). Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice. Seller may require a Letter of Credit or other payment guarantee, in which case the stated amount of the guarantee will be adjusted by Buyer in the event of any currency-based adjustment to prices or payment amounts per the Payment Schedule, and Buyer shall deliver the adjusted guarantee within five (5) days of request by Seller. Buyer agrees to reimburse Seller for collection costs, including 2% (two percent) 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, fifteen (15) months from delivery or shipment to storage, or twelve (12) 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. 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 labeling of all Equipment after delivery of the Equipment, as well as for the proper management and disposal of all wastes, discharges, and residues.

9. **buyer's site conditions.** Buyer warrants that any data furnished to the Seller concerning conditions at Buyer's site (including but not limited to any existing Buyer facility, equipment or processes, influent water or other substances to be treated or measured with the Equipment) is accurate and complete, and the Seller reserves the right to utilize the most appropriate design compatible with generally accepted engineering practices, and to make changes in details of design, manufacture and arrangement of Equipment unless precluded by any limitations specified in this Agreement. Seller shall notify Buyer of (1) any conditions at Buyer's site which materially differ from those indicated in the data furnished by Buyer, (2) any previously unknown physical conditions at Buyer's site of an unusual nature, not revealed by previous investigations and differing from those ordinarily encountered in the type of work provided for in this Agreement, and (3) the presence of any Hazardous Materials (as defined below), the existence of a contaminated soil, unexploded ordinance, or archaeological remains. If such conditions cause an increase in Seller's cost or in the time required for the performance of Seller's obligations, Seller shall be entitled to an equitable adjustment in the Agreement price and an extension in the time for performance.
10. **hazardous materials and wastes.** In the event that Seller encounters any Hazardous Materials (meaning toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any law, statute, directive, ordinance or regulations promulgated by any applicable governmental entity) at Buyer's site, other than Hazardous Materials introduced by Seller or that are otherwise the express responsibility of Seller under this Agreement, Buyer shall immediately take whatever precautions are required to legally eliminate such Hazardous Materials so that the Seller's work under this Agreement may safely proceed. At no time shall Seller be deemed to have taken title to or the responsibility for the management or disposal of any wastes, Hazardous Materials, influent water, any resultant product streams, wastewater streams, discharges, cleaning materials, or any other materials or substances processed by the Equipment or otherwise located at Buyer's site. Seller does not take responsibility for and hereby expressly disclaims responsibility for the characterization or disposal of wastes, Hazardous Materials, or for the identification, selection, or management of disposal facilities for any wastes.
11. **excusable delays.** Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, 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 180 (one hundred and eighty) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid an amount equal to that which would be payable to Seller under the article entitled "Termination". If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable adjustment in schedule, price and/or performance, as applicable.
12. **emergencies.** If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such circumstances no longer apply. Any such occurrence shall be considered an excusable delay event. Buyer shall reasonably assist in the event of any such evacuation.
13. **confidentiality, intellectual property.** Both Parties agree to keep confidential the other Party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Equipment to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables (including the Equipment) supplied or developed under this Agreement. Buyer agrees that it will not file patent applications on the Equipment or any development or enhancement of the Equipment, or of processes and methods of using the Equipment, without Seller's express prior written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its other buyers based upon purchase and use of such Equipment. Seller grants to Buyer a non-exclusive, non-terminable, royalty free license to use the intellectual property embedded in Equipment delivered to and paid for by the Buyer, as well as any drawings, design or data delivered to and paid for by the Buyer, for the purposes of owning, financing, using, operating and maintaining the relevant Equipment at Buyer's site. Such license may only be assigned to a subsequent owner of the Equipment or to an operations and maintenance subcontractor. Such license does not extend to the re-creation of the Equipment or the manufacture of spares or consumables by Buyer or third parties.

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

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

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

- (a) THE TOTAL LIABILITY OF THE SELLER AND OF ITS INSURER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR USE OF ANY EQUIPMENT OR SERVICES SHALL NOT EXCEED THE TOTAL PRICE PAID BY BUYER UNDER THIS AGREEMENT OR (IN THE CASE OF AN AGREEMENT FOR SERVICES WITH A TERM OF MORE THAN ONE YEAR) THE ANNUAL PRICE PAYABLE BY BUYER UNDER THIS AGREEMENT;
- (b) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUES, LOSS OF PRODUCTION, LOSS OF USE OF EQUIPMENT OR SERVICES OR ANY ASSOCIATED EQUIPMENT, INTERRUPTION OF BUSINESS, COST OF CAPITAL, COST OF REPLACEMENT WATER OR POWER, DOWNTIME COSTS, INCREASED OPERATING COSTS, CLAIMS OF BUYER'S CUSTOMERS FOR SUCH DAMAGES, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES;
- (c) SELLER'S LIABILITY SHALL END UPON EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, PROVIDED THAT BUYER MAY CONTINUE TO ENFORCE A CLAIM FOR WHICH IT HAS GIVEN NOTICE PRIOR TO THAT DATE BY COMMENCING AN ACTION OR ARBITRATION, AS APPLICABLE UNDER THIS AGREEMENT, BEFORE EXPIRATION OF ANY STATUTE OF LIMITATIONS OR OTHER LEGAL TIME LIMITATION BUT IN NO EVENT – TO THE EXTENT PERMITTED BY APPLICABLE LAW – LATER THAN FIVE (5) MONTHS AFTER EXPIRATION OF SUCH WARRANTY PERIOD.

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

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

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

Upon the termination of this Agreement by Buyer for cause (i) Seller shall reimburse Buyer the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Agreement price allocable to Equipment completed, and (b) amounts for Services performed before the effective date of termination. Upon the termination of

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

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

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

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

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

**18. export control.** Seller's obligations are conditioned upon Buyer's compliance with all USA and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Equipment (including software and technical data) other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice.

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

**20. conflicts; survival, assignment.** If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in this Agreement shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and this Agreement shall be interpreted and implemented in a manner which best fulfills 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) may subcontract portions of the Services, so long as Seller remains responsible for such.

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

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

## attachment b ZW500D shipping frames



### Water Technologies & Solutions fact sheet

## ZeeWeed® 500D shipping frame

### description and use

The shipping frame for ZeeWeed 500D modules is a robust, stainless steel unit that can reduce the shipping cost per module by nearly 60% through reduced packaging, increased packing density and reduced handling.

A single shipping frame safely and securely carries up to 30 ZW500D modules.

ZW500D shipping frames are available for purchase or for rent depending on your needs. SUEZ can help you determine the most cost-effective alternative for you.

### packaging information

Twelve fully loaded shipping frames fit inside a 40 ft. shipping container. This allows you to transport more modules per container compared to the bag, box and crate methods.

Table 1 offers a comparison of the number of modules that will fit in a 40 foot container using the bag, box and crate method vs. the ZW500D shipping frame method.



Table 1. ZW500 modules per shipping container

| Bag, Box & Crate | Frame |
|------------------|-------|
| 112              | 360   |

Number of modules per 40 foot container

Find a contact near you by visiting [www.suezwatermodules.com](http://www.suezwatermodules.com) and clicking on "Contact Us."  
\*Trademark of SUEZ; may be registered in one or more countries.  
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PSuZW500Shippingframe\_EN.docx Apr-17

## Dimensions and Weights

Tables 2 and 3 show the specifications of the ZW500D shipping frame only and the crated ZW500D shipping frame, respectively.

**Table 2. Shipping frame specifications**

| Item           | Measurement                                |
|----------------|--|
| Width          | 82.6 inch (209.8 cm)                       |
| Height         | 88.7 inch (225.3 cm)                       |
| Depth          | 33.5 inch (85.1)                           |
| Volume         | 142 ft <sup>3</sup> (4.02 m <sup>3</sup> ) |
| Weight - empty | 532 lbs. (242 kg)                          |
| Weight - full  | 2,542 lbs. (1,156 kg)                      |

**Table 3. Crated frame specifications**

| Item                     | Measurement                                  |
|--------------------------|--|
| Width                    | 88.6 inch (225.0 cm)                         |
| Height                   | 94.5 inch (240.0 cm)                         |
| Depth                    | 37.0 inch (94.0 cm)                          |
| Volume                   | 179.3 ft <sup>3</sup> (5.08 m <sup>3</sup> ) |
| Weight - empty           | 942 lbs. (482 kg)                            |
| Weight - full            | 2,952 lbs. (1,342 kg)                        |
| Weight - shipping crate  | 410 lbs. (187 kg)                            |
| Capacity                 | 30 Modules                                   |
| Material of Construction | Stainless Steel 316                          |



## More Information

For more information about the ZW500D shipping frame and for all your water treatment needs, contact your Regional Sales Manager or Regional Lifecycle Manager to discuss options.

## attachment c SUEZ labor rate sheet

|   |  |  |
|---|--|--|
| <b>2020 SUEZ services hourly rates – USA sites</b><br>all currency figures are in US dollars (USD\$)  |  | service headquarters<br>3239 Dundas Street West<br>Oakville, Ontario, CANADA L6M 4B2<br>tel: 905 465 3030 fax: 905 465 5050<br>technical support: 866 271 5425 |
| <b>skill category</b>   |  | <b>price/hour</b>  |
| <b>technician level</b><br>field service technician                      product support technician   |  | \$ 125   |
| <b>specialist level</b><br>field service representative                      membrane specialist<br>commissioning specialist                      plant controls specialist |  | \$ 140   |
| <b>engineer level</b><br>project manager                      electrical/controls engineer<br>process engineer                      operator training specialist            |  | \$ 170   |

For multiple, scheduled site visits, please feel at liberty to request a firm service proposal from your regional lifecycle manager.

**scheduling** - Service requests should be directed to our service headquarters at 1-866-271-5425. Business hours for daytime technical support by telephone are 8:30am to 17:00pm eastern time GMT-5, from Monday to Friday.

### conditions

- Travel time will be charged at the applicable service rate. Travel hours will originate at the SUEZ representative's residence or airport and will end at arrival to the hotel or work site. Travel hours returning after the visit will be calculated in reverse order. Minimum site visit duration - 4 hours including travel time.
- In general SUEZ does not bill overtime. However, a surcharge may be applied to extraordinary weekend, statutory holiday, overtime, or any urgent call-out for unscheduled emergency work requiring immediate deployment and requiring disruption of already scheduled work. The application of a surcharge will be determined on a case-by-case basis. Hours in excess of a 10-hour day or a 40-hour work week may be considered overtime. Statutory holiday rates may be applied based on the statutory holidays prevailing in the country where the work is being performed.
- Lodging, meal and auto expenses will be billed based on a flat, per-diem rate of \$100/day for local service and \$250/day for non-local, including at least one extra day before or after the scheduled service visit. Flight expenses will be billed at a flat rate of \$850/return flight unless otherwise specified. Flight change fees initiated by customer will be invoiced at cost +20% administration.
- For extended duration work assignments, staff rotations are scheduled on a monthly basis and may be subject to travel expense charges. Site specific training required by customer will be billed as time worked.
- Supplies, materials, consumables or services purchased ad hoc for direct use during service delivery will be charged at actual cost +20% administration.
- 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.
- All services provided are governed by the prevailing standard version of the SUEZ Water Technologies & Solutions general term and conditions. Any additional or conflicting terms contained in any purchase order which authorize work are expressly objected to in advance and shall not apply except where specific other terms have been agreed to in writing.
- Rates and conditions are subject to change without notice after 30 days from Buyer receipt of this rate sheet.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |   |                          |
|--|---|--------------------------|
| <b>PRODUCER</b><br>MARSH USA, INC.<br>445 SOUTH STREET<br>MORRISTOWN, NJ 07962-1966<br>Attn: Morristown.CertRequest@marsh.com Fax: 212-948-0979            | <b>CONTACT NAME:</b><br><b>PHONE</b><br>(A/C, No, Ext):<br><b>E-MAIL ADDRESS:</b> | <b>FAX</b><br>(A/C, No): |
| CN102425067-UNITE-GAWUP-20-  | <b>INSURER(S) AFFORDING COVERAGE</b>  |                          |
| <b>INSURED</b><br>ZENON Environmental Corporation<br>d/b/a SUEZ Water Technologies & Solutions<br>3239 Dundas Street West<br>Oakville, ON L6M4B2<br>CANADA | <b>INSURER A :</b> Everest National Insurance Company                             | <b>NAIC #</b><br>10120   |
|  | <b>INSURER B :</b> Everest Premier Insurance Company                              | 16045                    |
|  | <b>INSURER C :</b> Berkley Assurance Company                                      | 39462                    |
|  | <b>INSURER D :</b> N/A  | N/A                      |
|  | <b>INSURER E :</b>  |                          |
|  | <b>INSURER F :</b>  |                          |

**COVERAGES** **CERTIFICATE NUMBER:** NYC-010908828-02 **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD                                    | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY)                | POLICY EXP (MM/DD/YYYY)                | LIMITS  |
|----------|--|--|----------|--|--|--|---|
| A        | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |  |          | RM5GL00017-201   | 01/01/2020                             | 01/01/2021                             | EACH OCCURRENCE \$ 5,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 5,000,000<br>GENERAL AGGREGATE \$ 5,000,000<br>PRODUCTS - COMP/OP AGG \$ 5,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                           |  |          | RM5CA00013-201 (AOS)<br>FM5CA00025-201 (MA)                                    | 01/01/2020<br>01/01/2020               | 01/01/2021<br>01/01/2021               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$  |  |          |  |  |  | EACH OCCURRENCE \$<br>AGGREGATE \$  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br><input checked="" type="checkbox"/> N | N/A      | RM5WC00021-201 (AOS)<br>RM5WC00022-201 (MA, WI)<br>RM5WC00047-201 (FL, ME, NJ) | 01/01/2020<br>01/01/2020<br>01/01/2020 | 01/01/2021<br>01/01/2021<br>01/01/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 2,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 2,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 2,000,000                                   |
| C        | <b>CONTRACTORS POLLUTION AND ERRORS &amp; OMISSIONS</b>  |  |          | PCAB-5010601-0120<br>SIR - \$500,000   | 01/01/2020                             | 01/01/2021                             | PER OCCURRENCE: 2,000,000<br>AGGREGATE: 2,000,000   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Certificate Holder is included as additional insured (except Workers' Compensation) but only to the extent required by the underlying written contract with the Named Insured that is place prior to an occurrence giving rise to a loss. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation provided in favor of additional insured under the general liability, auto liability and workers compensation. Contractual Liability is included in General Liability subject to policy terms and conditions.

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br>City of North Las Vegas<br>2250 Las Vegas Blvd., N., Suite 250<br>North Las Vegas, NV 89030 | <b>CANCELLATION</b><br><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><br><b>AUTHORIZED REPRESENTATIVE</b><br>of Marsh USA Inc.<br>Manashi Mukherjee <i>Manashi Mukherjee</i> |
|--|---|

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

WHERE REQUIRED BY CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION – BLANKET**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE PART**

Paragraph c. of the **Other Insurance General Condition** is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.**

**Additionally, only the coverage and limit of insurance requirements of the "insured contract" shall apply, and in no event shall those requirements exceed the coverage and limits of insurance provided under this policy.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION FOR WHOM YOU PERFORM WORK UNDER A WRITTEN CONTRACT IF THE CONTRACT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US, BUT ONLY IF THE CONTRACT IS EXECUTED PRIOR TO THE INJURY OR DAMAGE OCCURRING.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

WHERE REQUIRED BY CONTRACT OR WRITTEN AGREEMENT PRIOR TO LOSS AND  
ALLOWED BY LAW

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

### SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s)   | Location(s) Of Covered Operations |
|--|-----------------------------------|
| ALL PERSONS OR ORGANIZATIONS WITH WHOM YOU HAVE ENTERED INTO A WRITTEN CONTRACT OR AGREEMENT, PRIOR TO AN "OCCURRENCE" OR OFFENSE, TO PROVIDE ADDITIONAL INSURED STATUS. |                                   |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.   |                                   |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

| <b>Name Of Additional Insured Person(s)<br/>Or Organization(s)</b>   | <b>Location And Description Of Completed Operations</b>  |
|--|--|
| ALL PERSONS OR ORGANIZATIONS WITH WHOM YOU HAVE ENTERED INTO A WRITTEN CONTRACT OR AGREEMENT, PRIOR TO AN "OCCURRENCE" OR OFFENSE, TO PROVIDE ADDITIONAL INSURED STATUS. | ALL LOCATIONS AS REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT ENTERED INTO PRIOR TO AN "OCCURRENCE" OR OFFENSE. |
|  |  |
|  |  |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.   |  |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**ANY PERSON OR ORGANIZATION FOR WHICH THE EMPLOYER HAS AGREED BY WRITTEN CONTRACT, EXECUTED PRIOR TO LOSS, MAY EXECUTE A WAIVER OF SUBROGATION. HOWEVER, FOR PURPOSES OF WORK PERFORMED BY THE EMPLOYER IN MISSOURI, THIS WAIVER OF SUBROGATION DOES NOT APPLY TO ANY CONSTRUCTION GROUP OF CLASSIFICATIONS AS DESIGNATED BY THE WAIVER OF RIGHT TO RECOVER FROM OTHERS (SUBROGATION) RULE IN OUR MANUAL.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement  
Insured

Effective Policy No. RM5WC00021 201

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

WC 00 03 13  
(Ed. 4-84)

EXHIBIT B

First Amendment

Please see the attached page(s)

## **FIRST AMENDMENT TO THE WATER RECLAMATION FACILITY MEMBRANE REPLACEMENT & MAINTENANCE AGREEMENT**

This First Amendment to the Water Reclamation Facility Membrane Replacement & Maintenance Agreement (the “First Amendment”) is effective 11/14/2022 11:27:23 PST (the “Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (the “City”), and Zenon Environmental Corporation, a Michigan corporation (the “Service Provider”).

### **RECITALS**

WHEREAS, on July 15, 2020, the City and Service Provider entered into the Water Reclamation Facility Membrane Replacement & Maintenance Agreement (the “Original Agreement”), a copy of which is attached hereto as “Exhibit A” (53 pages);

WHEREAS, the Parties wish to amend the scope of work of the Original Agreement for the type of SUEZ MBR membrane from the ZW500D with 370 ft<sup>2</sup> to the 430 ft<sup>2</sup> ZW500D and the number of expansion trains to be filled out in 2022, a copy of the correspondence which attached hereto as “Exhibit B” (2 pages);

WHEREAS, the Original Agreement shall be amended as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

### **AGREEMENT**

1. Section 1, Introduction (page 4), of the Zenon Environmental Corporation Proposal shall be deleted and replaced with the following:

“SUEZ Water Technologies & Solutions is pleased to present this proposal to initiate a long-- term agreement with City of North Las Vegas for wastewater membrane replacement of all 12 trains and expansion to 35 MGD over a 10-year period at the North Las Vegas Water Reclamation Facility (WRF).

In recognition of the long-standing relationship between SUEZ WTS and North Las Vegas, SUEZ will lock in reduced North Las Vegas-specific membrane pricing for the membrane modules covered under this agreement, eliminating the risk of any future increases or Inflation adjustment.

As part of this offering, future replacement membranes will be completed with the current ZW500D 430 ft<sup>2</sup> modules:

- ☐ increasing the surface area and capacity of the train;
- ☐ maintaining the system performance with the current ZeeWeed fiber;
- ☐ maintaining spare space in the plant for future membrane addition.

The proposed agreement includes the current service agreement coverage for the site with

InSight Pro process support and 24/7 technical support for the duration of the agreement. Details of the scope are set out in the sections below.

SUEZ is a proven leader in delivering tangible value to our clients over the life of the plant. Our measure of success is how well we deliver solutions that help our clients meet their critical business objectives. Benefits for this agreement include:

- ☐ fixed lifecycle costs over the period of the agreement
- ☐ planned membrane replacement


Through long-acquired membrane experience, SUEZ has clearly distinguished itself from other membrane manufacturers. A mature service culture and deep technical expertise are at the ready to serve and support North Las Vegas through this next membrane lifecycle.”

All references to a SUEZ MBR membrane ZW500D with 370 ft<sup>2</sup> in the Zenon Environmental Corporation Proposal shall be deleted and replaced with 430 ft<sup>2</sup> ZW500D.

2. In all other aspects, the parties confirm and re-affirm the terms and provisions of the Original Agreement.

**IN WITNESS WHEREOF**, the Services Provider and the City have caused this Second Amendment to be executed as of the day and year indicated above.


City of North Las Vegas,  
a Nevada municipal corporation

By:   
Ryann Juden, City Manager

Zenon Environmental Corporation  
a Michigan corporation

By:   
Name: David Bingham  
Title: Commercial Director

Attest:

By:   
Jackie Rodgers, City Clerk

Approved as to Form:

By:   
Micaela Rustia Moore, City Attorney

EXHIBIT A

Original Agreement

Please see the attached page(s).

EXHIBIT B

Scope of Work Correspondence

Please see the attached page(s)



Marie Leake &lt;leakem@cityofnorthlasvegas.com&gt;

---

**Fwd: CNLV MBR - Plant Expansion**

15 messages

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**Amanda Dillard** <DillardA@cityofnorthlasvegas.com>  
To: Marie Leake <leakem@cityofnorthlasvegas.com>  
Cc: Daniel Ybarra <YbarraD@cityofnorthlasvegas.com>

Wed, Mar 9, 2022 at 3:05 PM

Hi Marie,

Below is an email we received from Suez regarding the WRF Membrane Replacement and Maintenance Agreement. There is a proposed change to the agreement and I wanted to run this by you to see how we can go about amending this to reflect the new modules.

Dan Ybarra is copied on this email and can help answer any technical questions you may have.

Thank you,  
Amanda

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

From: **Daniel Ybarra** <ybarrad@cityofnorthlasvegas.com>  
Date: Wed, Mar 9, 2022 at 2:56 PM  
Subject: Fwd: CNLV MBR - Plant Expansion  
To: Amanda Dillard <DillardA@cityofnorthlasvegas.com>

**Dan Ybarra**

Operations Supervisor  
Water Reclamation Facility  
City of North Las Vegas  
Office: 702-633-1124  
Cell: 702-378-3756  
[ybarrad@cityofnorthlasvegas.com](mailto:ybarrad@cityofnorthlasvegas.com)

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

From: **Diamond, Jason (GREY WTS)** <jason.diamond@suez.com>  
Date: Sun, Feb 13, 2022 at 2:26 PM  
Subject: CNLV MBR - Plant Expansion  
To: Dan Ybarra ([ybarrad@cityofnorthlasvegas.com](mailto:ybarrad@cityofnorthlasvegas.com)) <[ybarrad@cityofnorthlasvegas.com](mailto:ybarrad@cityofnorthlasvegas.com)>

Hi Dan,

For your consideration, we have a couple of options for installing the additional membrane capacity in the empty trains following completion of the tank recoating work.

At the time of finalizing the membrane replacement agreement, the latest SUEZ MBR membrane was the ZW500D with 370 ft2 of membrane area per membrane and a maximum of 48 membrane modules per cassette. In the final configuration of the system, this would have resulted in 15 cassettes per train, with 14 48 module cassettes and 1 28 module cassette. The 'expansion trains' were going to have 12 new cassettes installed along with refurbishing 3 of the existing cassettes already installed at the plant.

As of last year, the current standard SUEZ MBR membrane is a ZW500D membrane with 430 ft2 of membrane area per membrane and we've reconfigured the cassettes to hold a maximum of 52 membrane modules per cassette, while still being able to retrofit into the current tanks on site using the existing support beams. Using this configuration and matching the same membrane area per train will allow us to install the same capacity in 11 x 52M cassettes plus 1 32M cassette. The cassettes have the same maximum air demand as the previous version so the expansion trains will provide the same expected capacity with 3 less cassettes or about 20% less air flow.

We have taken a look at the current shipping costs and we are willing to provide all new cassettes for the trains being filled out in 2022. This would avoid mixing 48M and 52M cassettes in the train along with shipping a combination of new cassettes with refurbishment kits and loose membranes to install at site and covering the return cost of the membrane shipping frames to Orozlany, Hungary that would be needed to use 3 existing cassettes on site as per the agreement.

Please review, and confirm:

- The City accepts the substitution of the original 370 ft2 ZW500D membrane with the same membrane surface area provided with 430 ft2 ZW500D membrane area modules
- The number of expansion trains to be filled out in 2022

Let me know if you have any questions or I'm happy to set up a call to discuss.

Regards,  
Jason

**Jason Diamond, P.Eng.**

Municipal Regional Lifecycle Manager - Western US

Suez

**Water Technologies & Solutions**

T: +1 905 465 3030 ext. 3273

M: +1 905 399 7055

*The acquisition of SUEZ by Veolia has closed, as of January 18, 2022. The Water Technologies & Solutions business is now part of Veolia and operating under the conditions put forth by regional regulatory authorities. During this transition period, our business operations will continue as normal, independent from the rest of Veolia, and also independent from the newly created "New Suez".*

--

Amanda M. Dillard  
Special Assistant to the Utilities Director  
City of North Las Vegas  
2250 Las Vegas Blvd. N, Suite 250

# BUSINESS LICENSE

City of North Las Vegas  
2250 Las Vegas Blvd. North, Suite 110  
North Las Vegas, NV 89030

Mailing Address:

**ZENON ENVIRONMENTAL CORPORATION  
4636 SOMERTON RD  
TREVOSE, PA 19053**

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: **BUS-001904-2022** Expiration Date: **03/31/2023**

License Type: **BUSINESS**


Classification: **MISCELLANEOUS FLAT FEE**

Business Location: **ZENON ENVIRONMENTAL CORPORATION  
4636 SOMERTON RD  
TREVOSE, PA 19053**

Owner/Principal(s): **ZENON ENVIRONMENTAL CORPORATION**

**CITY OF  
NORTH LAS VEGAS**

*Your Community of Choice*



Marc Jordan  
Director of Land Development &  
Community Services

**This license is not transferable  
POST IN A CONSPICUOUS PLACE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>MARSH USA, INC.<br>445 SOUTH STREET<br>MORRISTOWN, NJ 07962-1966<br>Attn: Morristown.CertRequest@marsh.com Fax: 212-948-0979            | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No. Ext):</b><br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b>  |                               |        |  |       |   |       |                                       |       |                 |     |             |  |             |  |
|--|--|-------------------------------|--------|--|-------|---|-------|---------------------------------------|-------|-----------------|-----|-------------|--|-------------|--|
| CN102425067-UNITE-GAWUP-22-  | <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Everest National Insurance Company</td><td>10120</td></tr><tr><td>INSURER B : Everest Premier Insurance Company</td><td>16045</td></tr><tr><td>INSURER C : Berkley Assurance Company</td><td>39462</td></tr><tr><td>INSURER D : N/A</td><td>N/A</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Everest National Insurance Company | 10120 | INSURER B : Everest Premier Insurance Company | 16045 | INSURER C : Berkley Assurance Company | 39462 | INSURER D : N/A | N/A | INSURER E : |  | INSURER F : |  |
| INSURER(S) AFFORDING COVERAGE  | NAIC #   |                               |        |  |       |   |       |                                       |       |                 |     |             |  |             |  |
| INSURER A : Everest National Insurance Company   | 10120  |                               |        |  |       |   |       |                                       |       |                 |     |             |  |             |  |
| INSURER B : Everest Premier Insurance Company  | 16045  |                               |        |  |       |   |       |                                       |       |                 |     |             |  |             |  |
| INSURER C : Berkley Assurance Company  | 39462  |                               |        |  |       |   |       |                                       |       |                 |     |             |  |             |  |
| INSURER D : N/A  | N/A  |                               |        |  |       |   |       |                                       |       |                 |     |             |  |             |  |
| INSURER E :  |  |                               |        |  |       |   |       |                                       |       |                 |     |             |  |             |  |
| INSURER F :  |  |                               |        |  |       |   |       |                                       |       |                 |     |             |  |             |  |
| <b>INSURED</b><br>ZENON Environmental Corporation<br>d/b/a SUEZ Water Technologies & Solutions<br>3239 Dundas Street West<br>Oakville, ON L6M4B2<br>CANADA |  |                               |        |  |       |   |       |                                       |       |                 |     |             |  |             |  |

## COVERAGES

CERTIFICATE NUMBER:

NYC-010908828-14

REVISION NUMBER: 13

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD                                    | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY)                | POLICY EXP (MM/DD/YYYY)                | LIMITS  |
|----------|--|--|----------|--|--|--|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |  |          | RM5GL00017-221   | 01/01/2022                             | 01/01/2023                             | EACH OCCURRENCE \$ 5,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 5,000,000<br>GENERAL AGGREGATE \$ 5,000,000<br>PRODUCTS - COMP/OP AGG \$ 5,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   |  |          | RM5CA00013-221 (AOS)<br>RM5CA00025-221 (MA)                                    | 01/01/2022<br>01/01/2022               | 01/01/2023<br>01/01/2023               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><br>DED <input type="checkbox"/> RETENTION \$  |  |          |  |  |  | EACH OCCURRENCE \$<br>AGGREGATE \$  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br><input checked="" type="checkbox"/> N | N/A      | RM5WC00021-221 (AOS)<br>RM5WC00022-221 (MA, WI)<br>RM5WC00047-221 (FL, ME, NJ) | 01/01/2022<br>01/01/2022<br>01/01/2022 | 01/01/2023<br>01/01/2023<br>01/01/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 2,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 2,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 2,000,000                                   |
| C        | CONTRACTORS POLLUTION AND ERRORS & OMISSIONS   |  |          | PCAB-5017252-0122<br>SIR - \$500,000   | 01/01/2022                             | 01/01/2023                             | PER OCCURRENCE: 2,000,000<br>AGGREGATE: 2,000,000   |

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as additional insured (except Workers' Compensation) but only to the extent required by the underlying written contract with the Named Insured that is place prior to an occurrence giving rise to a loss. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation provided in favor of additional insured under the general liability, auto liability and workers compensation. Contractual Liability is included in General Liability subject to policy terms and conditions.

## CERTIFICATE HOLDER

City of North Las Vegas  
2250 Las Vegas Blvd., N., Suite 250  
North Las Vegas, NV 89030

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Marsh USA Inc.*

© 1988-2016 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION WHOM YOU HAVE AGREED IN WRITING TO ADD AS AN ADDITIONAL INSURED, BUT ONLY TO COVERAGE AND MINIMUM LIMITS OF INSURANCE REQUIRED BY THE WRITTEN AGREEMENT, AND IN NO EVENT TO EXCEED EITHER THE SCOPE OF COVERAGE OR THE LIMITS OF INSURANCE PROVIDED IN THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

### **SCHEDULE**

**Name of Person or Organization:**

ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT  
WITH THE NAMED INSURED. THE WRITTEN CONTRACT MUST BE SIGNED  
PRIOR TO THE DATE OF THE "ACCIDENT".

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for an "accident" or "loss", provided that you are required under a written agreement to waive your rights of recovery. The written agreement must be made prior to the date of the "accident" or "loss". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| <b>Name Of Additional Insured Person(s)<br/>Or Organization(s)</b>   | <b>Location(s) Of Covered Operations</b>  |
|--|---|
| ANY PERSON OR ORGANIZATION<br>THAT ENTERED INTO A WRITTEN<br>CONTRACT WITH THE NAMED<br>INSURED REQUIRING SUCH<br>PERSON(S) OR ORGANIZATION(S)<br>TO BE NAMED AS AN ADDITIONAL<br>INSURED WITH RESPECT TO THE<br>NAMED INSURED'S PERFORMANCE | ALL LOCATIONS AS REQUIRED BY<br>A WRITTEN CONTRACT OR<br>AGREEMENT ENTERED INTO PRIOR<br>TO AN "OCCURRENCE" OR OFFENSE. |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s)   | Location And Description Of Completed Operations   |
|--|--|
| ALL PERSONS OR ORGANIZATIONS<br>WITH WHOM YOU HAVE ENTERED<br>INTO A WRITTEN CONTRACT OR<br>AGREEMENT, PRIOR TO<br>AN "OCCURRENCE" OR<br>OFFENSE, TO PROVIDE<br>ADDITIONAL INSURED STATUS. | ALL LOCATIONS AS REQUIRED BY<br>A WRITTEN CONTRACT OR<br>AGREEMENT ENTERED INTO PRIOR<br>TO AN OCCURRENCE" OR OFFENSE. |
| CITY OF VERO BEACH CONTRACT<br>#1684-C   | CITY OF VERO BEACH CONTRACT<br>#1684-C   |
| LOS ANGELES DEPARTMENT OF<br>WATER & POWER, RISK MGMT.<br>SECTION, RM 465  | 111 NORTH HOPE STREET<br>LOS ANGELES, CA 90012   |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.   |  |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT – OTHER INSURANCE (PRIMARY NONCONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Paragraph a. Primary Insurance of 4. Other Insurance of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below, except that we will not seek contribution from any party with whom you have agreed in a written contract or agreement that this insurance will be primary and noncontributory, if the written contract or agreement was made prior to the subject "occurrence" or offense.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

**ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. THE WRITTEN CONTRACT MUST BE SIGNED PRIOR TO THE DATE OF THE "BODILY INJURY", "PROPERTY DAMAGE", OR "PERSONAL AND ADVERTISING INJURY".**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED BY  
WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF  
RIGHTS FROM US.**

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **01-01-22** Policy No. **RM5WC00021221**

Insured **SUEZ NORTH AMERICA INC**

Endorsement No.

Premium \$ **INCL.**

Insurance Company **EVEREST PREMIER INSURANCE COMPANY**

Countersigned By \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION – BLANKET**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE PART**

Paragraph **c.** of the **Other Insurance General Condition** is replaced by the following:

- c.** Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

Additionally, only the coverage and limit of insurance requirements of the "insured contract" shall apply, and in no event shall those requirements exceed the coverage and limits of insurance provided under this policy.

EXHIBIT C

Proposal

Please see the attached page(s)

## MRA amendment – 52M cassettes

|                       |   |                              |  |
|-----------------------|---|------------------------------|--|
| <b>to:</b>            | Citio North La Vega<br>referred to here as North La Vega or<br>Bitter   | <b>date:</b>                 | December 2020  |
|                       |   | <b>no. of pages:</b>         | including cover  |
| <b>attention:</b>     | Dan Barra   | <b>email:</b>                | <a href="mailto:barrad@citio.northla Vega.com">barrad@citio.northla Vega.com</a> |
| <b>plant address:</b> | Bett Lane<br>La Vega V 00000000   | <b>telephone no.:</b>        | 000 000 0000   |
| <b>from:</b>          | Anton Diamond<br>regional lifecycle manager<br>Eastern  | <b>email:</b>                | <a href="mailto:anton.diamond@veolia.com">anton.diamond@veolia.com</a>           |
|                       |   | <b>cell no.:</b>             | 000 000 0000   |
| <b>cc:</b>            | John Mitchemel Llamado, Bruce Burrell, Alan O'Leary, Ticker Southern CHC  |                              |  |
| <b>subject:</b>       | MRA amendment to provide 52M cassette   | <b>proposal no.:</b>         | 000000   |
|                       |   | <b>original project no.:</b> | 000000   |
| <b>plant data:</b>    | Please provide corrections if inaccurate<br>North La Vega Water Reclamation Facility, municipal wastewater treatment. Original plant configuration, train each train with 00 00000M cassette, 00 00000M cassette all with 00 000D membrane, 00 000M cassette lot per train. |                              |  |

## proposal provisos

This proposal has been issued based on the information provided by the customer and on information currently available to SUEZ Water Technologies & Solutions at the time of proposal issuance. Any changes or discrepancies in site conditions, including but not limited to changes in system influent water characteristics, changes in environmental health and safety (EH&S) conditions, changes in the reissued state/provincial disposal system permit, changes in buyer financial standing, buyer requirements, or any other relevant change or discrepancy in the factual basis upon which this proposal was created may lead to changes in the offering, including but not limited to changes in pricing, guarantees, quoted specifications, or terms and conditions.

## confidential and proprietary information

The enclosed materials are considered proprietary property of SUEZ Water Technologies & Solutions (SUEZ). No assignments, either implied or expressed, of intellectual property rights, data, know how, trade secrets or licenses of use thereof are given. All information is provided exclusively to the addressee and agents of the addressee for the purposes of evaluation and is not to be reproduced or divulged to other parties, nor used for manufacture or other means, without the express written consent of SUEZ. The acceptance of this document will be construed as an acceptance of the foregoing.

## trademarks

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

BMetrolite, Accen, Tra, L, c, LG, C, mm, C, cle, ogee, LIC, TIO, TL, a, a, Ma, amite, a, a, el, a, tre, rgo, anal, er, to, Di, B, CHM, R, Bet, Bet, Dear, corn, B, V, Rite, BioHealth, BioMate, Bio, BIO, C, Bio, Trol, B, tacle, an, Certified, Chec, joint, Chem, eed, Chem, en, or, Chem, re, CH, CleanBlade, CLOROM, T, Coal, COM, M, T, R, COM, R, T, COM, Cr, de, Overhead, Monitoring, tem, Contin, m, Co, er, Trol, Cor, hield, Cor, Trol, C, tom, Clean, C, tom, lo, C, to, Data, Gard, Data, Data, ro, De, Odor, D, LT, LO, D, O, De, o, Trol, De, al, Dianodic, Dimetallic, Di, atch, Re, tore, D, ra, an, D, ra, lic, D, ra, olv, D, rathem, D, Treat, Cell, Cellerator, L, CTROM, T, m, m, rea, and, Cor, CT, CT, D, R, eed, ater, ir, rram, e, erro, e, t, lter, Mate, eet, Vie, lo, Gard, lotre, lotronic, oam, Trol, ood, ro, ore, ight, ore, ight, RO, TI, R, CL, LO, cel, olv, lit, G, T, M, Gen, Gard, G, ater, o, rce, Glegg, Heat, Rate, ro, High, lo, H, C, H, D, roce, H, er, er, e, H, re, H, tre, In, o, Calc, In, o, can, In, o, Trac, Innov, O, In, ight, O, C, O, IC, DR, R, Integrated, m, nerg, Recover, i, service, R, Integrated, olution, or, Re, ining, cel, Cleer, ar, id, leen, La, Lea, Trac, Lea, i, e, L, o, m, r, L, o, m, r, imar, Learning, o, rce, LOGI, Lo, LT, M, M, Carrier, Mace, Ma, mine, Mega, lo, Mem, re, Mem, Chem, Mem, tre, Mer, C, R, Met, Clear, Mini, i, ard, M, MOBIL, LO, Mo, ile, RO, Mod, ar, ro, Mod, le, Trac, Monit, Monitor, Monitor, Mon, al, M, MBR, M, LT, LO, M, ni, m, tra, ilic, ater, ced, o, e, t, Generation, Ca, ette, ov, TBC, on, Thermal, Brine, Concentrator, O, ti, Gard, O, ti, cer, e, O, ti, Therm, O, mo, O, mo, RO, O, mo, Titan, O, monic, ace, etter, ace, etter, etro, lo, etrom, een, H, lim, L, CO, OR, ant, Gard, ol, oc, o, er, Treat, redator, RO, Cell, ro, lite, ro, Care, ro, cera, ro, Chem, ro, oot, romi, e, ro, o, ro, hield, ro, olv, ro, eet, tre, O, alit, tem, O, timi, ation, ic, hi, RCC, R, me, Rec, Oil, Rec, rrent, Redi, eed, Re, Rene, ell, Ret, on, nvironment, RM, Rac, le, Mod, ar, tem, RO, ave, ale, dge, ca, le, Trol, ea, ea, RO, ea, M, RT, ea, o, ea, T, CH, ele, en, core, entinel, e, a, even, core, hield, ID, T, CH, V, R, mart, can, olie, ol, ol, et, ol, ec, id, ectro, L, H, teamate, teri, a, e, tre, CRO, O, T, CROT, T, er, e, char, er, ar, T, M, Thin, ilm, Mem, rane, Therminator, Thermo, lo, Titan, RO, TLC, Ton, a, lo, Travela, Trend, Tr, ir, Tre, en, e, T, ro, lo, T, r, ol, ne, tra, ilic, ced, o, e, V, a, e, or, er, Veri, eed, Ver, a, lo, Ver, amate, VICI, Virtual, Intelligent, Comm, nication, Inter, ace, V, tar, a, te, i, ard, T, R, OR, TH, ORLD, ater, I, and, ater, nerg, e, Game, ater, Genie, ater, OD, ater, O, ater, OI, T, ell, ro, leat, hield, BO, MOD, OD, Core, ee, Blo, eel, ng, ee, eed, O, and, le,

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# 1 introduction, scope & price

Suez Water Technologies Solution is pleased to present this proposal at the request of the City of North Las Vegas for a second amendment to the Water Reclamation Facility Membrane Replacement & Maintenance Agreement referred to as Agreement or MR. If accepted, this amendment would modify the agreement from replacing the original 10 module 10M cassette to providing all new 10M cassette frames in the remaining 1 train covered in the MR to match the existing cassette already provided.

Suez will replace each train with 10 new 10M cassette membrane. See Section 1 for further details on the proposed per train configuration between replaced cassette and new cassette and attachment. For product information on the 10M cassette, SUEZ's website includes the material and service outlined in the table below.

| item description                                | part # | quantity | price |
|---|--------|----------|-------|
| 10 10M cassette frame – 10M                     |        | 10       |       |
| 10 10M cassette frame – 10M                     |        | 10       |       |
| cassette hanging arm                            |        | 10       |       |
| permeate pool                                   |        | cassette |       |
| international shipment fee and duties           |        | incl     |       |
| weight/DD project site                          |        | incl     |       |
| on-site port for membrane cassette installation |        | incl     |       |

All figures are in USD and exclude applicable taxes, which will be applied at the time of invoicing. If accepted, the adder price will be divided equally over the remaining invoicing periods of the Agreement.

## 2 ZeeWeed configuration

| configuration data                          | units | proposed configuration – per train |               |
|---|-------|------------------------------------|---------------|
|   |       | refurbished cassettes              | 52M cassettes |
| total oreeed membrane                       |       | 000D                               | 000D          |
| module surface area                         | 10    | 000                                | 000           |
| total number of cassette space per train    |       | 00                                 | 00            |
| maximum number of module per cassette       |       | 00                                 | 00            |
| all associated cassette installed per train |       | 00                                 | 00            |
| de cassette installed per train             |       | 0                                  | 0             |
| installed number of module per de cassette  |       | 00                                 | 00            |
| total module count train                    |       | 000                                | 000           |
| total surface area in operation train       | 10    | 000000                             | 000000        |

By making this modification the system will be utilizing all new component while reducing the overall number of cassette. This will also reduce the membrane air flow demand saving energy while opening up additional free space for potential future capacity in the system.

With the cassette modification to add the additional membrane, although the overall dimensions are similar, there is a change in the anchoring location that requires a new hanger arm and permeate pool to match the new cassette to the existing support beam and header that is being used on the expansion cassette. By utilizing the new hanger arm design throughout the entire plant, all cassette will no longer include the additional bracket on the hanger arm that needs to be maneuvered to avoid interference with the intermediate support beam in the membrane tank for cassette installation and removal, simplifying operation. The original cassette stainless steel frame and hanger arm can be salvaged to offset some of the additional cost of this amendment.

## 3 terms and conditions of sale

### 1 proposal validity

Prices quoted and proposal terms are valid up to thirty (30) days after issue of this proposal unless confirmed with a purchase order.

### 2 general terms and conditions of sale

This agreement comes into effect when a fully executed Amendment to the original agreement is signed by both parties. The amended agreement will be governed by the Water Reclamation Facility Membrane Replacement & Maintenance Agreement.

document author  
last modified: 00000000 0000 00M

filename: North La Vega 000000 MR amendment 00M cassette Dec 0000  
technical review commercial review 00 0D DO 0000

0000 confidential and proprietary information

MR amendment – 00M cassette for the North La Vega 00 R

proposed number 000000 – revision 00 0 December 000000

page 000

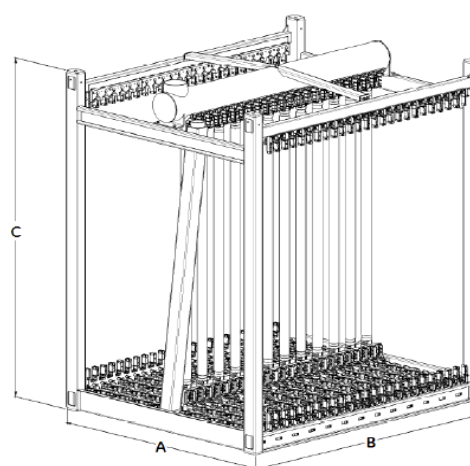
# attachment a ZW500D 52M fact sheet



Water Technologies & Solutions  
fact sheet

## ZeeWeed\* 500D LEAP Cassette

| Cassette Dimensions |                      |                       |                       |
|---------------------|----------------------|-----------------------|-----------------------|
| Product             | Width (A)<br>mm (in) | Length (B)<br>mm (in) | Height (C)<br>mm (in) |
| 52M                 | 1,744 (68.7)         | 2,136 (84.1)          | 2,561 (100.8)         |
| 16M                 | 738 (29.1)           | 1,744 (68.7)          | 2,512 (98.9)          |



LEAPmbr Cassette

| Cassette Tie-Points & Weights |         |                            |                            |                               |                              |  |  |
|-------------------------------|---------|----------------------------|----------------------------|-------------------------------|------------------------------|--|--|
| Application                   | Product | Max. # of<br>ZW<br>Modules | Min. # of<br>ZW<br>Modules | Permeate<br>Connection        | Air<br>Connection            | Max.<br>Shipping<br>Weight <sup>1</sup><br>kg (lb) | Lifting Weight <sup>2</sup><br>kg (lb) |
| LEAPmbr                       | 52M     | 52                         | 26                         | 1 x 6" vert. pipe             | 1 x 3" FNPT<br>half coupling | 1,892<br>(4,172)                                   | 2,184 – 4,250<br>(4,816 – 9,370)       |
|                               | 16M     | 16                         | 8                          | 2 x 4" FNPT half<br>couplings | 1 x 3" FNPT<br>half coupling | 741<br>(1,634)                                     | 777 – 1,455<br>(1,713 – 3,208)         |

<sup>1</sup> Crated with maximum number of modules

<sup>2</sup> Varies with number of modules and solids accumulation

Find a contact near you by visiting [www.suezwatertechnologies.com](http://www.suezwatertechnologies.com) and clicking on "Contact Us."

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FSmbrZW500DLEAPCassette\_EN Mar-22

# BUSINESS LICENSE

City of North Las Vegas  
2250 Las Vegas Blvd. North, Suite 110  
North Las Vegas, NV 89030

Mailing Address:

**ZENON ENVIRONMENTAL CORPORATION  
4636 SOMERTON RD  
TREVOSE, PA 19053**

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: **BUS-001904-2022** Expiration Date: **03/31/2023**

License Type: **BUSINESS**

Classification: **MISCELLANEOUS FLAT FEE**

Business Location: **ZENON ENVIRONMENTAL CORPORATION  
4636 SOMERTON RD  
TREVOSE, PA 19053**

Owner/Principal(s): **ZENON ENVIRONMENTAL CORPORATION**

**CITY OF  
NORTH LAS VEGAS**

*Your Community of Choice*



Marc Jordan  
Director of Land Development &  
Community Services

**This license is not transferable  
POST IN A CONSPICUOUS PLACE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Marsh USA, Inc.<br>540 W. Madison Street<br>Chicago, IL 60661<br>Attn: Veolia.CertRequest@marsh.com   Fax: 212-948-5053 | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No. Ext):</b><br><b>E-MAIL ADDRESS:</b><br><b>FAX (A/C, No):</b>  |                               |        |  |       |   |       |                 |     |  |       |   |       |             |  |
|--|--|-------------------------------|--------|--|-------|---|-------|-----------------|-----|--|-------|---|-------|-------------|--|
| ZENEC Oakvil 908828  | <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Everest National Insurance Company</td><td>10120</td></tr><tr><td>INSURER B : Everest Premier Insurance Company</td><td>16045</td></tr><tr><td>INSURER C : N/A</td><td>N/A</td></tr><tr><td>INSURER D : Berkshire Hathaway Specialty Insurance</td><td>22276</td></tr><tr><td>INSURER E : National Fire &amp; Marine Insurance Co</td><td>20079</td></tr><tr><td>INSURER F :</td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Everest National Insurance Company | 10120 | INSURER B : Everest Premier Insurance Company | 16045 | INSURER C : N/A | N/A | INSURER D : Berkshire Hathaway Specialty Insurance | 22276 | INSURER E : National Fire & Marine Insurance Co | 20079 | INSURER F : |  |
| INSURER(S) AFFORDING COVERAGE  | NAIC #   |                               |        |  |       |   |       |                 |     |  |       |   |       |             |  |
| INSURER A : Everest National Insurance Company   | 10120  |                               |        |  |       |   |       |                 |     |  |       |   |       |             |  |
| INSURER B : Everest Premier Insurance Company  | 16045  |                               |        |  |       |   |       |                 |     |  |       |   |       |             |  |
| INSURER C : N/A  | N/A  |                               |        |  |       |   |       |                 |     |  |       |   |       |             |  |
| INSURER D : Berkshire Hathaway Specialty Insurance   | 22276  |                               |        |  |       |   |       |                 |     |  |       |   |       |             |  |
| INSURER E : National Fire & Marine Insurance Co  | 20079  |                               |        |  |       |   |       |                 |     |  |       |   |       |             |  |
| INSURER F :  |  |                               |        |  |       |   |       |                 |     |  |       |   |       |             |  |
| <b>INSURED</b><br>Zenon Environmental Corporation<br>3239 Dundas Street West<br>Oakville, ON L6M 4B2<br>CANADA                             |  |                               |        |  |       |   |       |                 |     |  |       |   |       |             |  |

**COVERAGES** **CERTIFICATE NUMBER:** CHI-010209304-02 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER                       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|-------------------------------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  |           |          | RM5GL00068-231 (All Other)          | 01/01/2023              | 01/01/2024              | EACH OCCURRENCE \$ 5,000,000  |
| A        | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR   |           |          | RM5GL00067-231 (Utility Operations) | 01/01/2023              | 01/01/2024              | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000                          |
|          |  |           |          |                                     |                         |                         | MED EXP (Any one person) \$ 10,000  |
|          |  |           |          |                                     |                         |                         | PERSONAL & ADV INJURY \$ 5,000,000  |
|          |  |           |          |                                     |                         |                         | GENERAL AGGREGATE \$ 5,000,000  |
|          |  |           |          |                                     |                         |                         | PRODUCTS - COMP/OP AGG \$ 5,000,000   |
|          |  |           |          |                                     |                         |                         | \$  |
| A        | <b>AUTOMOBILE LIABILITY</b>  |           |          | RM5CA00066-231 (AOS)                | 01/01/2023              | 01/01/2024              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                |
| A        | <input checked="" type="checkbox"/> ANY AUTO   |           |          | RM5CA00065-231 (MA)                 | 01/01/2023              | 01/01/2024              | BODILY INJURY (Per person) \$   |
| A        | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS   |           |          | RM5CA00064-231 (Utility Operations) | 01/01/2023              | 01/01/2024              | BODILY INJURY (Per accident) \$   |
|          | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                    |           |          | (DE, ID, NY, NJ, PA, RI)            |                         |                         | PROPERTY DAMAGE (Per accident) \$   |
|          |  |           |          |                                     |                         |                         | \$  |
|          | <b>UMBRELLA LIAB</b>   |           |          |                                     |                         |                         | EACH OCCURRENCE \$  |
|          | <b>EXCESS LIAB</b>   |           |          |                                     |                         |                         | AGGREGATE \$  |
|          | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  |           |          |                                     |                         |                         | \$  |
|          | DED <input type="checkbox"/> RETENTION \$  |           |          |                                     |                         |                         |   |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>   |           |          | RM5WC00092-231 (AOS)                | 01/01/2023              | 01/01/2024              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| B        | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N |           |          | RM5WC00094-231 (FL,ME,NJ)           | 01/01/2023              | 01/01/2024              | E.L. EACH ACCIDENT \$ 1,000,000   |
| B        | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      | RM5WC00095-231 (WI,MA)              | 01/01/2023              | 01/01/2024              | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000   |
|          |  |           |          |                                     |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |
| E        | CPL - SIR: \$1,000,000   |           |          | 42-CPL-326094-01                    | 01/01/2023              | 01/01/2024              | Occurrence/Aggregate \$ 8,000,000   |
| D        | E&O - SIR: \$5,000,000   |           |          | 42-CNP-313450-03                    | 01/01/2023              | 01/01/2024              | Per Claim/Aggregate \$ 8,000,000  |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Certificate Holder is included as additional insured (except Workers' Compensation) but only to the extent required by the underlying written contract with the Named Insured that is place prior to an occurrence giving rise to a loss. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation provided in favor of additional insured under the general liability, auto liability and workers compensation. Contractual Liability is included in General Liability subject to policy terms and conditions.

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br>City of North Las Vegas<br>2250 Las Vegas Blvd., N., Suite 205<br>North Las Vegas, NV 89030 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br><i>Marsh USA Inc.</i> |
|--|---|

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## ADDITIONAL REMARKS SCHEDULE

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|                           |           |   |
|---------------------------|-----------|---|
| AGENCY<br>Marsh USA, Inc. |           | NAMED INSURED<br>Zenon Environmental Corporation<br>3239 Dundas Street West<br>Oakville, ON L6M 4B2<br>CANADA |
| POLICY NUMBER             |           |   |
| CARRIER                   | NAIC CODE | EFFECTIVE DATE:   |

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation (Cont.)

Carrier: Everest Premier Insurance Company  
Policy Number: RM5WC00093-231 (Utility Operations) (DE,ID,NY,PA,RI)  
Effective Date: 01/01/2023  
Expiration Date: 01/01/2024  
Limit: SEE ABOVE

Carrier: Everest Premier Insurance Company  
Policy Number: RM5EW00005-231 (Excess) (Utility Operations) (NJ)  
Effective Date: 01/01/2023  
Expiration Date: 01/01/2024  
Limit: SEE ABOVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured: VEOLIA NORTH AMERICA, INC.**

**Endorsement Effective Date: 01-01-2023**

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

Any person or organization for whom you have agreed under written contract or agreement to provide insurance, but only to coverage and minimum limits of insurance required by the written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The **Transfer Of Rights Of Recovery Against Others To Us** condition is amended to include the following:

However, we will waive any right of recovery we have against any person or organization with whom you have **entered into a written contract or written agreement arising out of an "accident" or "loss" if the "accident" or "loss" is** due to operations undertaken in accordance with the contract existing between you and such person or organization.

All other terms and conditions of this Policy apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

| <b>Name Of Additional Insured Person(s)<br/>Or Organization(s)</b>  | <b>Location(s) Of Covered Operations</b> |
|---|--|
| ANY PERSON OR ORGANIZATION THAT ENTERED INTO A WRITTEN CONTRACT WITH THE NAMED INSURED REQUIRING SUCH PERSON(S) OR ORGANIZATION(S) TO BE NAMED AS AN ADDITIONAL INSURED |  |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.  |  |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s)  | Location And Description Of Completed Operations |
|---|--|
| ANY PERSON OR ORGANIZATION THAT ENTERED INTO A WRITTEN CONTRACT WITH THE NAMED INSURED REQUIRING SUCH PERSON(S) OR ORGANIZATION(S) TO BE NAMED AS AN ADDITIONAL INSURED |  |
|   |  |
|   |  |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.  |  |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

Blanket where required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization against whom you have agreed to  
waive your right of recovery in a written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement 01-01-2023  
Insured VEOLIA NORTH AMERICA, INC.

Effective Policy No.  
RM5WC00093-231

Endorsement No.  
Premium INCL

Insurance Company  
EVEREST PREMIER INSURANCE COMPANY

Countersigned by \_\_\_\_\_

WC 00 03 13  
(Ed. 4-84)