

RUSSELL CITY COUNCIL MEETING
City Hall - 133 W. 8th St. - Russell, Kansas
Date: Tuesday, May 5, 2020, Time: 4:30 p.m.

To adhere to the CDC and Public Health Official's guidance to temporarily prohibit gatherings of 10 or more people to limit the spread of COVID-19, the public will not be allowed to attend the City Council meetings in-person, but can watch the live-streamed event at <http://www.russellcity.org/274/GoTo-Meeting>.

CALL TO ORDER

INVOCATION/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMENTS

Public Comments may be submitted in writing and can be emailed to kayla@russellcity.org, through the GoToMeeting chat function or calling in. Please include your full name and address when submitting your written comment.

PRESENTATIONS AND PUBLIC HEARINGS

- 1) Water Conservation Status
- 2) 2021 Budget Goals and Priorities

CONSENT AGENDA

- 1) Approval of April 21, 2020, Council Meeting minutes
- 2) Licenses:
 - a. Concrete
Lumpkins Construction, 1239 N Krug, Russell, KS
 - b. Roofing
Lumpkins Construction, 1239 N Krug, Russell, KS

UNFINISHED BUSINESS

- 1) Abandoned and Vacant Building Ordinance
- 2) Environmental Review Contract – BUILD Grant Project
- 3) Airport Concrete Runway, Taxiway, and Apron Rehabilitation Project

NEW BUSINESS

- 1) Professional Services Agreement – Water Production Plant "A"
- 2) Water Production Plant "B" EDR Repairs
- 3) Water Production Plant "B" Heating Repairs
- 4) 2020 Municipal Pool Operations

DEPARTMENT REPORTS

- 1) Hydrant Testing
- 2) Electronic Council Packets

PUBLIC COMMENTS

Public Comments may be submitted in writing and can be emailed to kayla@russellcity.org, through the GoToMeeting chat function or calling in. Please include your full name and address when submitting your written comment.

EXECUTIVE SESSION

GOVERNING BODY/CITY MANAGER COMMENTS

ADJOURNMENT

In compliance with the Americans with Disabilities Act, the City of Russell will provide reasonable accommodations for all public meetings. Persons requiring accommodations in attending any of our public meetings should contact Katrina Woelk, City Clerk/ Finance Director, at 785.483.6311 a minimum of 48 hours before the meeting.

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April 21, 2020

**Russell City Council Meeting – Minutes
City Hall
Russell, KS**

Mayor Mader called the City Council meeting to order at 4:30 PM with the following members in attendance: Councilmembers Madden, Cross, Stoppel, Wagner, Talbott, Mitch Driscoll and Matt Driscoll. Councilmember Morrill participated by virtual conference.

The following staff members participated by virtual conference: City Manager Jon Quinday, Assistant City Manager Kayla Schneider, Electric Director Duane Banks, Public Works Director Rich Krause, Building Official Roger Sells, Fire Chief Dylan Riedel, Police Chief Dale Weimaster, and City Clerk Katrina Woelk.

Approval of Agenda

Councilmember Cross made a motion to approve the agenda. Councilmember Stoppel seconded. The motion carried unanimously.

Public Comments

Jeff Ochampaugh submitted a written comment regarding Mechanized Concepts.

Presentations and Public Hearings

1. Water Conservation Status

City Manager Quinday updated the council on the status of the City's wells and Big Creek.

2. 2021 Budget Preparation – Financial Review and Budget Strategies

City Manager Quinday presented an overview of the 2019 financials and talked about the 2021 budget strategies.

Consent Agenda

Councilmember Cross made a motion to approve the consent agenda. Councilmember Stoppel seconded. The motion carried unanimously.

Executive Session

1) For Matters Deemed Subject to Attorney-Client Privilege

Councilmember Cross made a motion to recess into executive session, to include the City Manager and City Attorney to discuss potential litigation, pursuant to the consultation with an attorney on matters that would be deemed privileged in an attorney-client relationship exception, KSA 75-4319(b)(2). The open meeting will resume in the city council chamber at 5:26 p.m. Councilmember Stoppel seconded. The motion carried unanimously.

Unfinished Business

1. Lincoln Street Reconstruction Project – Environment Review

Councilmember Cross made a motion to authorize the Mayor to sign Environmental Review Statutory Checklist (Appendix D) of the Community Development Block Grant. Councilmember Matt Driscoll seconded. The motion carried unanimously.

2. Review Mechanized Concepts Economic Incentive Agreement

Councilmember Cross made a motion to authorize city staff to proceed with such legal means and seek such remedies as may be necessary to obtain full compliance with the Economic Development Incentive Agreement granted to Mechanized Concepts. Councilmember Stoppel seconded. The motion carried unanimously.

New Business

1. Water Production Plant “B” Repairs

No action taken

2. Contractor Licensing

Councilmember Cross made a motion to adopt Ordinance Amending Section 4-182 Regarding Revocation of a Contractor’s License. Councilmember Wagner seconded. The motion carried unanimously.

3. General Nuisance Abatement – 425 W 7th Street

Councilmember Stoppel made a motion to approve the Resolution authorizing the removal of the nuisance(s) from 425 W 7th and providing the abatement costs, if any, incurred by the city shall be charged against the lots or parcels of ground on which the nuisance is located. Councilmember Cross seconded. The motion carried unanimously.

4. General Nuisance Abatement – 336 E Wisconsin Street

Councilmember Stoppel made a motion to approve the Resolution authorizing the removal of the nuisance(s) from 336 E Wisconsin and providing the abatement costs, if any, incurred by the city shall be charged against the lots or parcels of ground on which the nuisance is located. Councilmember Wagner seconded. The motion carried unanimously.

Public Comments

None

Adjournment

Councilmember Cross made a motion to adjourn the meeting. Councilmember Matt Driscoll seconded the motion. The motion carried unanimously.

Katrina Woelk, City Clerk



City Council Agenda Form

Meeting Date: May 5, 2020
Agenda Item Title: Abandoned and Vacant Building Ordinance
Department: City Manager

Agenda Item Description: Ordinance Sunsetting the Abandoned and Vacant Building Ordinance

Background: Russell Main Street, Inc. (RMSI) approached the city in late 2016 to discuss strategies to address vacant buildings and blight in the downtown area. A working group of RMSI members, local business owners, and city staff worked to develop an ordinance intended to motivate owners of vacant buildings to actively use or market their building(s) and allow city staff to monitor vacant buildings to identify ownership changes for public safety uses. The abandoned and vacant building ordinance was adopted by Council in November 2017.

During the March 3rd and March 17th Council meetings, discussion was held to determine if any changes to the ordinance - intent, definitions, and process - should be made. From those discussions, staff recommends the current ordinance be sunset. The city attorney has drafted an ordinance that sunsets the vacant building registration provisions of the city code upon the expiration of each property's current registration period and removes the abandoned and vacant building ordinance from city code.

City Attorney Review/ Comment: April 28, 2020

Funding Source: N/A

Options:

1. Adopt the ordinance providing that the abandoned and vacant building provisions in the Code of the City of Russell shall sunset and revoking all of Article 7 of Chapter 8 of the Code of the City of Russell.
2. Provide staff with alternate direction.
3. Take no action - the Abandoned and Vacant Building Ordinance remains in effect.

Staff Recommendation: Adopt the ordinance providing that the abandoned and vacant building provisions in the Code of the City of Russell shall sunset and revoking all of Article 7 of Chapter 8 of the Code of the City of Russell.

Attachment(s): Ordinance

ORDINANCE NO. _____

AN ORDINANCE PROVIDING THAT THE ABANDONED AND VACANT BUILDING PROVISIONS IN THE CODE OF THE CITY OF RUSSELL SHALL SUNSET AND REVOKING ALL OF ARTICLE 7 OF CHAPTER 8 OF THE CODE OF THE CITY OF RUSSELL

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF RUSSELL, KANSAS:

Section 1. The governing body of the City of Russell finds that the existing abandoned and vacant building code provisions are difficult to administer and that the purpose and intent of those provisions to promote the public health, safety and welfare of the citizens of Russell can be met by other means and process.

Section 2. Revocation of Article 7 to Chapter 8 of the Code of the City of Russell. Chapter 8, Article 7 on Abandoned and Vacant Buildings within the code of the City of Russell is hereby revoked effective as provided below.

Section 3. All current registrations of a vacant and/or abandoned building shall remain in full force and effect until expiration of the present registration period.

Section 4. City Code Sections 8-701 through 8-711 are hereby repealed upon the effective date of this ordinance.

Section 5. This ordinance shall be in full force and effect after its passage and publication of the ordinance or a summary of the ordinance as provided by law.

PASSED this _____ day of May, 2020, by the governing body of the City of Russell, Kansas.

APPROVED this _____ day of May, 2020, by the Mayor of the City of Russell, Kansas.

Raymond C. Mader, Mayor

ATTEST:

Katrina Woelk, City Clerk

(seal)



City Council Agenda Form

Meeting Date: May 5, 2020
Agenda Item Title: Environmental Review Contract - BUILD Grant
Department: Finance

Agenda Item Description: Environmental Review Contract - BUILD Grant

Background: Staff is applying for the BUILD Grant which will replace 6.2 miles of road on 13 streets. The total estimated cost of the project is \$26,021,627. We are asking for \$20,900,000. In order for our application to be stronger we need to show that we are ready to get started. We have asked Northwest Kansas Planning and Development Commission to complete the environmental review if we are awarded. Northwest Kansas Planning and Development Commission has prepared a contract to complete the environmental review. The contract if passed would be valid only if we receive the BUILD grant. Passing this contract will allow Northwest Kansas Planning and Development Commission to start on the environmental review as soon as we have an award announcement.

City Attorney Review/ Comment: 05/05/20

Funding Source: Capital Improvement

Options:

1. Approve the Contract with Northwest Kansas Planning and Development Commission contingent on award of the BUILD Grant
2. Do nothing
3. Give City staff another direction

Staff Recommendation: Approve the Contract with Northwest Kansas Planning and Development Commission contingent on award of the BUILD Grant

Attachment(s):



City Council Agenda Form

Meeting Date: May 5, 2020

Agenda Item Title: Airport Concrete Runway, Taxiway, and Apron Rehabilitation Project

Department: Public Works

Agenda Item Description: Supplemental Agreement for Construction Administration

Background: The city maintains a 5 year Airport Capital Improvement Plan with the Federal Aviation Administration (FAA) and KDOT aviation. Items on the approved ACIP are eligible for FAA and KDOT aviation funding. The 2020 AIP is to rehabilitate the concrete runway, three connecting taxiways as the base, and the aircraft apron as an alternate. This includes replacing any cracked concrete sections, removing and resealing all seams of concrete sections, and removing and re-striping all the painted lines. This total estimate for project is budgeted of \$645,785.00, which includes administrative, design/ construction engineering, and construction costs. This was originally to be 90% FAA and 10% city funded. We have been informed by the FAA that this project may almost be funded 100% through the Federal Cares Act. The airport engineering firm, H.W.Lochner Inc. has submitted a Construction Supplemental Agreement No. 1 for construction administration services to go with their Original Agreement dated and approved by council on November 5th, 2019 in a Not-to-Exceed amount of \$52,100.00.

City Attorney Review/ Comment: N/A

Funding Source: Airport Capital Improvement Fund

Options:

1. Approve the Supplemental Agreement No.1 from H.W. Lochner, Inc for the concrete rehabilitation project at the airport in a Not-to-Exceed amount of \$52,100.00.
2. Provide staff with alternate direction.
3. Take no Action- continue with the current surface.

Staff Recommendation: Approve the Supplemental Agreement No. 1 from H.W. Lochner, Inc. for construction services on the airport concrete improvements in a Not-to-Exceed amount of \$52,100.00

Attachment(s): Supplemental agreement No. 1, Articles I-V, Project Costs

**SUPPLEMENTAL AGREEMENT NO. 1
AGREEMENT FOR SERVICES TO
RUSSELL MUNICIPAL AIRPORT (RSL)
RUSSELL, KANSAS**

F.A.A. A.I.P. PROJECT NO. 3-20-0071-013-2020

ORIGINAL AGREEMENT DATED NOVEMBER 05, 2019

THIS SUPPLEMENTAL AGREEMENT NO. 1 made and entered into this _____ day of _____, 2020 by and between the City of Russell, Kansas, with offices located at 133 W. 8th Street, Russell, KS 67665, hereinafter referred to as the "Sponsor", and H.W. Lochner, Inc. (Lochner), with offices located at 16105 W. 113th Street, Ste. 107, Lenexa, KS 66219, hereinafter called the "Consultant."

WITNESSETH:

WHEREAS, the Sponsor is desirous of making the following improvements, hereinafter called the "Project", at the Russell Municipal Airport (RSL):

- Base Bid - Rehabilitate and Remark Runway 17-35 and Connecting Taxiways
- Add Alternate – Rehabilitate and Remark Apron
- Update Disadvantaged Business Enterprise (DBE) Program and Goals for Federal Fiscal Years 2019-2021

WHEREAS, the Sponsor now desires to add the Scope of Services, Time Schedule, and Compensation associated with the following items as identified in the Original Agreement.

C. CONSTRUCTION SERVICES

WHEREAS, the Sponsor has agreed to employ the Consultant to provide the engineering services required for performing designs, construction plans, contract documents/technical specifications, tabulation of construction quantities, engineer's opinion of probable construction cost and project budget. The Consultant shall also assist the Sponsor with bidding and administrative services. The Sponsor now desires to add to this Agreement the additional services for providing construction administration, materials testing, observation, and project closeout services for the proposed Project upon the award of the Construction Contract.

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I
SCOPE OF SERVICES

Replace the entire contents of Item C. of the Original Agreement with the following:

C. CONSTRUCTION SERVICES

1. Preliminary Phase
 - a. Prepare copies of the Construction Plans and Contract Documents/Technical Specifications for use by the Contractor during construction.
 - b. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to the attendees.
2. Provide on-site construction observation and observation management.
 - a. Provide construction observation services, including preparation of daily reports, weekly reports, and other reports as required by the FAA to document the prosecution and progress of the Project. The Consultant shall provide full time observation of the Project.
 - b. Review shop drawings and material certification submittals from the Contractor.
 - c. Provide observation and testing of construction materials.
 - d. Prepare Contractor's progress estimates, Sponsor's request for reimbursement of funds, and FAA quarterly reports.
 - e. Prepare change orders and supplements necessary for construction of the Project.
 - f. Attend and conduct a final review of the Project with the Sponsor and the FAA.
 - ~~g. Attend one (1) FAA Flight Check of Navigational Aids.~~
3. Project Closeout Phase
 - a. Prepare and submit to the Sponsor one (1) set of black line prints of the record drawings. The Sponsor will be provided with electronic data of the record drawings upon request.
 - b. Prepare the documents relating to engineering design and construction services for Project closeout as required by the FAA.
 - c. Prepare and submit the Final Construction Report.
 - d. Compile a copy of the Contractor's certified payroll records for the Sponsor.

**ARTICLE II
SPONSOR'S RESPONSIBILITIES**

No Change from Original Agreement.

**ARTICLE III
TIME SCHEDULE**

Change Item C. CONSTRUCTION SERVICES of the Original Agreement to read as follows:

The performance of this Supplemental Agreement is contingent and valid only on the receipt by the Sponsor of a grant from the Federal Aviation Administration for the Project. After receipt and acceptance of the grant offer, the Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

C. CONSTRUCTION SERVICES

1. through 2. Construction Services As Required for 30 Calendar Day Construction Project
3. Project Closeout Phase 90 Calendar Days After

**ARTICLE IV
COMPENSATION**

Delete the entire contents of Article IV, Compensation, from Original Agreement, and replace with the following:

The Sponsor agrees to compensate the Consultant for performing engineering services as described herein on the following basis:

COMPENSATION SCHEDULE

A. BASIC SERVICES

1. Preliminary Phase.....	\$ 5,400.00 Lump Sum
2. Design Phase – Engineer’s Design Report and CSPP Report.....	\$11,300.00 Lump Sum
3. Design Phase – Plans and Specifications	\$17,400.00 Lump Sum
4. Bidding Phase	<u>\$ 6,400.00</u> Lump Sum
Subtotal Basic Services	\$40,500.00 Lump Sum

B. SPECIAL SERVICES

1. Administrative Assistance.....	\$ 4,100.00 Lump Sum
2. Update DBE Program	<u>\$11,500.00</u> Lump Sum
Subtotal Special Services	\$15,600.00 Lump Sum
Total Basic and Special Services	\$56,100.00 Lump Sum

C. CONSTRUCTION SERVICES

1. through 2		
Base Bid (Inclusive of All Bid Scenarios).	\$47,500.00	Not-to-Exceed
3. Project Closeout Phase.....	<u>\$4,600.00</u>	Lump Sum
Total Construction Services Base Bid	\$52,100.00	Not-to-Exceed

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Sponsor.

For Item A. Basic Services, Item B. Special Services, and Item C. Construction Services, Part 3, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Sponsor a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

The fixed payment to the Consultant for services outlined in Item C. 1. through 2., Construction Services, shall be \$5,168.95, and the total payment to the Consultant shall not exceed \$47,500.

If the Contractor exceeds a construction contract period of **30** calendar days, the Consultant may renegotiate the respective fixed payment and not-to-exceed amount. The renegotiated fixed payment and not-to-exceed amount will be estimated based on direct salary costs, labor and general overhead, out-of-pocket expenses, and profit similar to those used in this Supplemental Agreement.

Travel on and off the Project site required of Consultant personnel will be compensated at the current rate allowed by the Internal Revenue Service.

For engineering services applicable to Item C., Parts 1 and 2, the Consultant will submit monthly statements to the Sponsor for payroll costs times a factor for labor and general administrative overhead (**2.5223**) and all other expenses incurred on the Project. A pro rata share of the fixed payment in proportion of the statement amount to the not-to-exceed amount will be included on the monthly statement.

Costs other than personnel services incurred by the Consultant will be documented in the written statement and will be at the cost to the Consultant from the vendor.

Progress payments shall be made to the Consultant within thirty (30) calendar days of receipt of proper billing statement.

**ARTICLE V
MANDATORY FEDERAL CONTRACT PROVISIONS**

No Change from Original Agreement:

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

No Change from Original Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement No. 1 to be signed by their duly authorized officers on the day and year first above-written. This Supplemental Agreement shall be binding upon the undersigned parties, their successors, partners, assigns, and legal representatives. All other stipulations of the Original Agreement dated November 5th, 2019 shall remain in effect.

ATTEST:	SPONSOR: CITY OF RUSSELL, KANSAS
By: _____	By: _____
Title: _____	Title: _____

ATTEST:	CONSULTANT: H.W. LOCHNER, INC.
By: _____ Christopher V. Flageolle, PE	By: _____ Matthew J. Jacobs, PE
Title: <u>CEI Group Manager</u>	Title: <u>Vice-President</u>

DERIVATION OF CONSULTANT PROJECT COSTS

CONSTRUCTION OBSERVATION SERVICES

**BASE BID
REHABILITATE AND REMARK RUNWAY 17-35
AND CONNECTING TAXIWAYS**

**ADD ALTERNATE
REHABILITATE AND REMARK APRON**

**FAA PROJECT NO. A.I.P. 3-20-0071-013-2020
RUSSELL MUNICIPAL AIRPORT (RSL)
RUSSELL, KANSAS**

30 CALENDAR DAYS CONSTRUCTION CONTRACT

April 16, 2020

1. DIRECT SALARY COSTS

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	5	\$65.00	\$ 325.00
Project Manager	41	\$60.00	\$ 2,460.00
Construction Observer	235	\$35.00	\$ 8,225.00
Design Engineer I	54	\$38.00	\$ 2,052.00
Administrative Assistant	30	\$20.00	\$ 600.00

Total Direct Salary Costs= **\$ 13,662.00**

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Costs @ 152.23% **\$ 20,797.66**

3. SUBTOTAL OF ITEMS 1 AND 2 \$ 34,459.66

4. PROFIT @ 15% \$ 5,168.95

5. OUT-OF-POCKET EXPENSES

a. Mileage	5,220 miles @ \$0.575/mile =	\$ 3,001.50
b. Meals	27 days @ \$55.00/day =	\$ 1,485.00
c. Motel	21 days @ \$96.00/day =	\$ 2,016.00
d. Material Acceptance Testing	=	\$ 1,368.89

Total Expenses = **\$ 7,871.39**

6. SUBCONTRACT COST

a. Materials Acceptance Testing (See Attached Exhibit C.1) **\$ -**

7. TOTAL COST (ITEMS 3, 4, 5, AND 6) \$ 47,500.00

DERIVATION OF CONSULTANT PROJECT COSTS

PROJECT CLOSEOUT SERVICES

**BASE BID
REHABILITATE AND REMARK RUNWAY 17-35
AND CONNECTING TAXIWAYS**

**ADD ALTERNATE
REHABILITATE AND REMARK APRON**

**FAA PROJECT NO. A.I.P. 3-20-0071-013-2020
RUSSELL MUNICIPAL AIRPORT (RSL)
RUSSELL, KANSAS**

April 16, 2020

1. DIRECT SALARY COSTS

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Project Manager	4	\$60.00	\$ 240.00
Construction Observer	0	\$35.00	\$ -
Design Engineer	30	\$38.00	\$ 1,140.00
Airport Planner	0	\$37.00	\$ -
Administrative Assistant	10	\$20.00	\$ 200.00

Total Direct Salary Costs= \$ 1,580.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Costs @ 152.23% \$ 2,405.23

3. SUBTOTAL OF ITEMS 1 AND 2 \$ 3,985.23

4. PROFIT @ 15% \$ 597.79

5. OUT-OF-POCKET EXPENSES

a. Mileage	0 miles @ \$0.545/mile =	\$ -
b. Meals	0 days @ \$51.00/day =	\$ -
c. Motel	0 days @ \$93.00/day =	\$ -
d. Materials & Supplies		= \$ 16.98

Total Expenses = \$ 16.98

6. TOTAL COST (ITEMS 3, 4 AND 5) \$ 4,600.00



City Council Agenda Form

Meeting Date: May 5, 2020

Agenda Item Title: Professional Services Agreement - Water Production Plant "A"

Department: Public Works

Agenda Item Description: Professional Services Agreement for Design Engineering for Water Production Plant "A"

Background: On March 3, 2020, engineers from Bartlett and West reviewed the completed assessment of the Water Production Plant "A" with the Council. That review included recommendations with several options to make improvements to the plant that would expand its useful life another twenty (20) years. Following the presentation and input from the Council, staff worked internally to select options listed in the assessment that fit our operational needs. Bartlett & West was asked to develop a professional services agreement for project design to include process, architectural, structural, mechanical, plumbing, and electrical disciplines. Bartlett & West were also asked to include project management and bidding services within their professional services agreement.

Bartlett & West provided a draft professional services agreement for \$325,000. Rich will discuss the scope of work from Bartlett & West in more detail and answer any questions you may have. Council will be asked to approve the final agreement at the May 19, 2020 meeting.

City Attorney Review/ Comment: April 30, 2020

Funding Source: TBD - KDHE Revolving Loan Fund or Bond

Options: For discussion purposes only. Action not requested at this time.

Staff Recommendation: For discussion purposes only. Council will be asked to take action at the May 19, 2020 meeting.

Attachment(s): Professional Services Agreement - Plant "A".

BARTLETT & WEST, INC.

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement (hereafter referred to as the “Agreement”) by and between the City of Russell, Kansas (“Client”), located at 133 W. 8th Street, Russell, KS 67665 and Bartlett & West, Inc. (“Consultant”), located at 230 Poyntz Avenue, Manhattan, KS 66502.

WHEREAS, Client intends to compete upgrades to their Water Treatment Plant A as outline in the Water Treatment Plant Study, dated August 2019, and subsequent Amendment.

WHEREAS, Client intends to engage Consultant to perform certain professional services with regard to such work, which is hereinafter called the Project.

Client and Consultant therefore agree as follows:

ARTICLE I – DEFINITIONS AND RULES OF INTERPRETATION

- A. The agreement between Client and Consultant consists of this Agreement for Professional Services, the Standard Provisions of Agreement for Professional Services attached as Exhibit A, and the following exhibits and addenda:
 - 1. Exhibit B – Scope of WorkAll such items together shall be referenced herein as the “Agreement.”
- B. In the event of any conflict in the language of this Agreement for Professional Services with the Standard Provisions of Agreement attached hereto, the language of the Standard Provisions of Agreement shall control.
- C. This Agreement represents the entire and integrated agreement between Client and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Consultant.
- D. This Agreement shall be governed by the laws of the state of Kansas.

ARTICLE II – SCOPE OF WORK

- A. Consultant shall perform services as described in Exhibit B.
 - 1. Any additional services must be requested separately by Client and agreed to by Consultant. Excluded services in addition to those listed in Exhibit B. The following items are specifically excluded from the scope of work:
 - a. Geotechnical or soils testing
 - b. Environmental assessment
 - c. Investigating or performing any archeological study

ARTICLE III – CLIENT’S RESPONSIBILITIES

In addition to other responsibilities set forth in this Agreement, Client shall:

- A. As outlined in Exhibit B.
- B. Provide Consultant with all criteria and full information as to Client’s requirements for the Project, including design objectives, capacity, performance requirements, and budgetary limitations upon which Consultant may rely. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client’s consultants and contractors, and information from public records, without the need for independent verification.
- C. Furnish available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the site.
- D. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required to perform services under this Agreement.
- E. Examine alternative solutions, reports, drawings, specifications, and other documents presented by Consultant and render timely decisions pertaining to the documents.
- F. Provide timely reviews, approvals, and permits from all governmental authorities having jurisdiction over elements or phases of the Project.
- G. Participate in conferences, meetings, bid openings, and other similar aspects of the Project as requested by Consultant.

ARTICLE IV – TIME OF PERFORMANCE FOR SERVICES

- A. The services under this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion. Unless a specific time of performance for services is specified in this Agreement, Consultant’s obligation to render services hereunder will be for a period which may be reasonably required for the completion of said services. If a specific time of performance is provided herein and if Client has requested changes in the scope or character of the Project, the time of performance shall be adjusted equitably.
- B. As set forth in Exhibit B.

ARTICLE V – PAYMENT PROVISIONS

- 1. Client shall pay Consultant for services described in the Scope of Work (Exhibit B), The Lump Sum includes compensation for Consultant’s services, expenses, and services of Consultant’s sub-consultants, if any, for the services as defined.
- C. Additional services, as referenced in Article II.B. shall be agreed upon in advance of the services being provided. The additional services will be billed in the same manner as above unless otherwise stated in this Agreement.

ARTICLE VI – INSURANCE

A. Consultant shall purchase and maintain insurance as set forth below:

1. Commercial General Liability insurance with a limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate.
2. Automobile Liability insurance with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
3. Workers Compensation and Employer's Liability insurance in accordance with statutory requirements, with a limit of \$1,000,000 for each accident.
4. Professional Liability insurance on a claims-made basis in the amount of \$3,000,000 per claim and \$3,000,000 annual aggregate.
5. Commercial Umbrella, with a limit of \$2,000,000 each occurrence and aggregate.
6. Technology E&O with a limit of \$1,000,000 each claim and aggregate.

Certificates of insurance evidencing the coverages indicated above will be provided to Client upon request.

ARTICLE VII – DISPUTE RESOLUTION

A. Prior to arbitration or litigation, the parties shall endeavor to resolve disputes in accordance with paragraph 10 of the Standard Provisions of Agreement attached as Exhibit A to this Agreement. Claims shall be brought only in the district court of Russell County, Kansas and the parties agree to this venue and to jurisdiction by this court.

ARTICLE VIII – ALLOCATION OF RISKS

A. Percentage Share of Negligence. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through or under the other party for any cost, loss, or damage caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Client, Consultant, and all other negligent entities and individuals.

ARTICLE IX – INDEMNITY

A. Indemnity by Consultant. Consultant agrees to indemnify and hold harmless Client from and against damages, losses, costs or expenses (including reasonable attorney's fees) actually incurred by Client but only to the extent caused by the negligent performance of Consultant. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations. If Client and Consultant are both at fault for certain damages, then each party shall bear liability for its own respective percentage of fault.

B. Consultant will not be required to indemnify Client for claims caused or alleged to be caused in whole or in part by the acts or omissions of Client or other third parties for whom Consultant is not responsible.

- C. Consultant’s obligation to indemnify Client is limited by Article X – Design Contingency provisions.
- D. Under no circumstances shall Consultant be required to pay the defense costs of Client, unless Consultant is adjudged to be negligent by a court of law and such defense costs are included as damages in the award. Consultant’s obligation to pay defense costs, if awarded by a court, is limited by Article X – Design Contingency provisions, if any such provisions are part of this Agreement.

ARTICLE X – DESIGN CONTINGENCY

A. DESIGN CONTINGENCY. Consultant makes no warranty, express or implied, that its design is free of errors. Client and Consultant agree that certain increased costs and changes may be required and are anticipated due to omissions, errors or inconsistencies in drawings and specifications prepared by Consultant. Therefore, Client agrees to set aside a reserve in the amount of 10% of the estimated total project cost as a contingency to be used, as needed, to pay for any such increased costs and changes. The percentage is intended to be for the whole project cost and not applied as a percentage to individual segments or quantities of a construction project. Client agrees to make no claim against Consultant with respect to any increased cost within this contingency amount. If costs due to changes resulting from design errors, omissions or inconsistencies exceed the contingency, then Consultant shall be responsible for damages incurred by Client above that sum but only to the extent caused by Consultant’s negligent performance. Cost increases as a result of Client requests made after construction documents are issued for permit, changes in governmental agency requirements after previous approval, or unforeseen conditions are not costs due to errors, omissions or inconsistencies. In no event shall Consultant be responsible for direct costs that Client would have incurred in the construction contract, including actual installed quantities during construction, but for Consultant’s error or omission.

ARTICLE XI – TERM OF AGREEMENT

A. This Agreement shall become effective upon signatures by both Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement.

Client:

CITY OF RUSSELL, KS

Consultant:

BARTLETT & WEST, INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

EXHIBIT A

STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

Client and Bartlett & West, Inc. (referred to as Consultant), agree that the following provisions shall be part of this Agreement.

1. Payment. Unless stated otherwise in this Agreement, fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. If Client does not pay invoices within thirty (30) days of the billing date, Consultant may, upon written notice to Client, suspend further work until payment is current. Client agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension. Interest not exceeding the maximum rate allowable by law will be payable on any amounts not paid within thirty (30) days of the billing date, payment thereafter applied first to accrued interest and then to the principal unpaid amount. If Client fails to pay Consultant pursuant to this section, Client shall be liable for and shall reimburse Consultant for expenses incurred by Consultant in connection with or in any way relating to Client's failure to pay. Such expenses shall include, without limitation, reasonable attorneys' fees, legal expenses, and court costs. In the event Client fails to pay Consultant within ninety (90) days after the billing date, then Client agrees that Consultant shall have the right to consider such failure as a substantial breach of this Agreement and the duties of Consultant under this Agreement may be terminated at the election of Consultant upon five (5) days written notice.

2. Taxes. Compensation payable to Consultant pursuant to this Agreement shall be in addition to taxes that may be assessed against Consultant by any state or political subdivision directly on services performed or payments for services performed by Consultant. Such taxes that Consultant may be required to collect or pay shall be added by Consultant to invoices submitted to Client pursuant to this Agreement.

3. Suspension. In the event all or any portion of the work prepared or partially prepared by Consultant is suspended, abandoned, or terminated, Client shall pay Consultant for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.

4. Termination. This Agreement may be terminated by Client or Consultant upon thirty (30) days written notice in the event of substantial failure of the other party to perform in accordance with the terms of this Agreement. Client expressly agrees to hold Consultant harmless from any liability arising out of Consultant's termination of its services hereunder due to Client's failure to perform and/or pay in accordance with the provisions of this Agreement. In the event of termination of this Agreement, Client shall promptly pay Consultant for all fees, charges, and services performed by Consultant in accordance with the compensation arrangements under this Agreement or on an agreed hourly basis. If Consultant files suit for breach of contract, all attorney fees, court costs, and other related costs will be paid by Client if a Court finds Client has breached its contract with Consultant.

5. Delay. All agreements on Consultant's part are contingent upon, and Consultant shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance of others by reason of strikes, lock-outs, accidents, acts of God and other delays unavoidable or beyond Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Consultant's work promptly, or due to late or slow, or faulty performance by Client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

6. Client Changes. In the event any changes are made in the work to be performed hereunder, by Client or persons other than Consultant, and which affect Consultant's work, any and all liability arising out of such changes is waived as against Consultant and Client assumes full responsibility for such changes unless Client has given Consultant prior notice and has received from Consultant written consent for such changes.

7. Third Party Information. Consultant is not responsible, and liability is waived by Client as against the Consultant, for use by Client or any other person of any data, reports, plans or drawings not prepared by Consultant.

8. Waiver of Consequential Damages. Neither Client nor Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

9. Completion. In no event shall any statute of limitations commence to run any later than the date when Consultant's services are substantially completed, and any cause of action against Consultant arising from or pertaining to this Agreement must be initiated no later than two (2) years after the date when Consultant's services are substantially completed.

10. Disputes. If a claim, dispute or other matter in question arises out of or related to this Agreement, the parties shall first try to resolve the issue through prompt negotiations conducted by an officer authorized to make decisions on behalf of each party. If the dispute is not resolved within sixty (60) calendar days of the commencement of negotiations, the parties shall appoint a qualified, neutral, third-party mediator, as a condition precedent to the institution of litigation. If the parties are unable to agree upon a mediator, Consultant shall present a list of three prospective mediators to Client, who shall choose the mediator. In the event of

failure on the part of Client to do so within ten (10) days of receipt of the list, Consultant shall choose the mediator. The mediator's fees shall be shared equally and shall be held at the offices of Client or Consultant as selected by the mediator.

11. Waiver of Subrogation. To the extent any damage or claim is covered by property insurance, Client and Consultant waive all rights against each other and against the contractors, consultants, and employees of the other for damages, except such rights as they may have to the proceeds of such property insurance. Client or Consultant, as applicable, shall require of the contractors, consultants, agents, and employees of any of them similar waivers in favor of the other parties enumerated herein.

12. Standard of Care. Consultant's services shall be performed in a manner consistent with that degree of skill and care exercised by practicing professionals performing similar services at the same time, at the same locality, and under the same or similar circumstances and conditions. Consultant makes no other representations or any warranties, whether expressed or implied, with respect to the services rendered hereunder.

13. Consultant Data. Consultant Data, All documents and electronic files prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Upon payment of all amounts rightfully owed to Consultant herein, Consultant's instruments of service become of the property of the Client and maybe used and disseminated as determined by the Client for use on this Project.

14. Ownership. Consultant has and will retain all ownership rights in any software developed under this Agreement, including all patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill and confidential and proprietary information, except as explicitly stated in this Agreement.

15. Ownership. Products of work (POW) shall be defined as any deliverable provided to Client as a result of services provided under this Agreement, including but not limited to software applications, databases, specifications, and documentation related to said POW. Delivered POW are proprietary to Consultant and contain trade secrets, inclusive of unpublished specifications. POW are owned by Consultant and are protected by United States copyright laws, trademark laws, and applicable international treaties and/or conventions. In consideration of the rights granted herein, Client agrees to retain all software, related materials, and information delivered or provided to it in strict confidence. All rights, title, and ownership in patents, trademarks, copyrights, trade secrets, know-how, or any other proprietary rights in the POW remain exclusively with Consultant. Client shall not sell, transfer, lease, lend, assign, time-share, sublicense, publish, disclose, display, or otherwise make available the POW in any form, including, but not limited to, flowcharts, logic diagrams, executable code, object code, source code, or technical documentation, to any other person or entity without the express written permission of Consultant. Client shall secure and protect the POW in the same manner and to the same degree it protects its own proprietary information, using no less

than a reasonable standard of care. Client shall not decompile or reverse engineer any of Consultant's software. Client shall not make any modifications or derivative works to the POW.

16. Ownership. All error corrections, enhancements, new releases, and any other products of work created by Consultant as a result of services provided under this Agreement are and shall remain the exclusive property of Consultant, regardless of whether Client, its employees, or agents may have contributed to the conception, joined in its development, or paid Consultant for the development or use of said POW.

17. Confidentiality. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Consultant and shall not be disclosed or used by Consultant except to the extent that such disclosure or use is reasonably necessary to the performance of Consultant's services. All information relating to Consultant that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Client. These obligations of confidentiality shall extend after the termination of this Agreement, but shall not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

18. Fees. When applicable to the project, Client shall pay the costs of inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial photography fees, and all other fees, permits, bond premiums, title company charges, and reproductions, and all other charges not specifically covered by the terms of this Agreement.

19. Construction Costs. If any opinion is prepared by Consultant as to anticipated construction costs, such opinion represents a judgment as a professional and is supplied for the general guidance of Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to Client.

20. Job Site. If the work involves construction services, Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required by Client to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours. Consultant does not assume responsibility for the safety of persons or property on or about the project site.

20.1 Job Site-Confined Space and/or Permit Required Entry. If confined space and/or permit required entry is required for the services to be provided, general contractor shall provide subcontractor and Consultant with a completed Confined Space Pre-Entry checklist that complies with 29 CFR 1910.146 and 29 CFR 1926.1200 AA standards for construction as amended and

applicable state laws and regulations. general contractor, at its expense, shall obtain any and all required permits and equipment for such entry. general contractor shall determine if the job requires anyone to enter manholes, vaults, lift station, piping, tanks or other confined spaces. Before work at a worksite, general contractor must ensure that a competent person identifies all confined spaces in which one or more of the persons it directs may work, and identifies each space that is a permit space, through consideration and evaluation of the elements of that space, including testing as necessary. If the workplace contains one or more permit spaces, general contractor who identifies, or who receives notice of, a permit space must:

- (1) Inform exposed persons by posting danger signs or by any other equally effective means, of the existence and location of, and the danger posed by, each permit space; and a sign reading "DANGER – PERMIT REQUIRED CONFINED SPACE, DO NOT ENTER" or using other similar language would satisfy the requirement for a sign.
- (2) Inform, in a timely manner and in a manner other than posting, its employees' authorized representatives and the controlling contractor of the existence and location of, and the danger posed by, each permit space.

If general contractor determines any person will enter a permit space, that host employer must have a written permit space program that complies with §1926.1204 implemented at the construction site. Contractor shall provide appropriate air monitoring equipment, employee training, permit forms, rescue procedures, personnel, and other means necessary to safely and independently enter confined spaces. The written program and permit must be made available prior to and during entry operations for inspection by person(s) who need to enter the space for work or inspection.

20.2. Job Site-Fall Protection and Rescue Plans. In the event personal fall arrest systems are used, the following rescue considerations shall apply. general contractor must assure that persons can be promptly rescued or can rescue themselves should a fall occur. The availability of rescue personnel, ladders, or other rescue equipment should be evaluated. In some situations, equipment that allows employees to rescue themselves after the fall has been arrested may be desirable, such as devices that have descent capability. All new persons on site shall be given instructions on the proper use of fall protection devices before they begin work, as well as rescue procedures. The written fall protection plan will be reviewed before work begins on the job site. Fall protection equipment use will be reviewed regularly at the weekly safety meetings.

21. Construction Site Visits. If applicable, Consultant shall make periodic visits to the project site to observe the progress and quality of the executed work and to generally review whether the work is proceeding in accordance with plans and specifications. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work and does not assume responsibility for construction techniques, procedures, sequences and schedules or for the conduct, action, errors or omissions of any construction contractor, subcontractor, or material supplier, their agents or employees.

22. Resident Project Representation. When applicable, and by separate attachment executed by Client and Consultant, Consultant may provide resident project representation under Consultant's supervision that will be paid for by Client as indicated in such separate agreement and that will be intended to give Client further assurance with regard to the finished work, but will not involve Consultant in the construction means, methods, techniques, sequences or procedures or safety precautions or programs nor provide to Client any guarantee by Consultant of the accuracy, quality or timeliness of performance by any contractor, subcontractor, or material supplier.

23. Hazardous Materials. In the event that Consultant or any other party encounters asbestos or hazardous or toxic materials at the job site, or should become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of Consultant's services, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

24. Assignment/Third Party Reliance/Certification. Neither Client nor Consultant shall assign its interest in this Agreement without the written consent of the other. The services to be provided pursuant to this Agreement are being performed solely for the benefit of Client, and no benefit is meant to be conferred upon any person or entity not a party to this Agreement, and no such person or entity should rely upon Consultant's performance of those services to Client; and no claim against Consultant shall accrue to any contractor, subcontractor, consultant, engineer, supplier, fabricator, manufacturer, lender, tenant, surety, homeowner's association or any other third-party as a result of this Agreement or the performance or non-performance of services on the project. Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain.

25. Client Representative. Client shall designate an individual with authority to act on behalf of Client as to all aspects of the project, shall examine and respond promptly to submissions from Consultant, shall give prompt written notice to Consultant if Client becomes aware of any defect in the project, and shall otherwise fully cooperate as may be required or appropriate in connection with the project.

26. Equal Opportunity. Consultant shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

27. Severability. Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end, the provisions of this Agreement are declared to be severable.

EXHIBIT B

**WATER TREATMENT PLANT A
DESIGN, PERMITTING, AND BIDDING
CITY OF RUSSELL, KS**

BACKGROUND

Bartlett & West (Consultant) completed a review and evaluation of the existing City of Russell, KS (City) Water Treatment Plant A and summarized those results in a report titled WATER TREATMENT PLANT STUDY, August 2019. There have been several discussions since the report was finalized, and an Amendment is being prepared to outline those changes.

The outcome of that evaluation resulted in the following list of recommended improvements:

- Address structural and architectural issues addressed in the amended report for the main filter building, chlorine storage and feed buildings, and the South clarifier.
- Replacing the existing solids contact unit equipment with new sedimentation equipment.
- Replacing the lime slaker and soda ash feeder, along with the augers, tubes, motors, and silo vibrators.
- Conversion from a gas chlorine feed to purchase of bulk liquid sodium hypochlorite
- Conversion from dry alum feed to liquid alum
- Replace scale, feed pump for polymer, and install a system to make moving polymer drums easier.
- Replace gas CO2 feed panels.
- Replace in-line pre-sed basin rapid mixer and horizontal flocculators in the pre-sed basin, and secondary flocculation zone.
- Installing filter surface wash equipment on the media filters, and associated pipe, valves, and booster pump.
- Replacing all filter valve actuators, associated flow measuring differential pressure sensors, and associated compressed air piping.
- Replace and upgrade heating and ventilation as outlined in the amended report.
- Complete replacement for the outdated electrical system as outlined in the amended report
- Instrumentation and Controls upgrades as outlined in amended report.

SCOPE OF WORK

The Consultant shall perform the following services under the Task Order. The following design disciplines are included: Process, Architectural, Structural, Mechanical, Plumbing, Electrical.

Report Amendment

In the recent weeks there have been several discussions since the report was finalized, and an Amendment will be prepared to outline those changes discussed. Those changes include:

- Phone conversations with the City to discuss options outlined in the report.
- Adding discussion and cost estimate to change the flocculators in the pre-sedimentation basin.
- Add clarity on what can be operated with a new generator at Plant A as it pertains to Plant A operation.
- Incorporate choices made by the City as related to chlorine feed, carbon dioxide feed, and sedimentation equipment.
- Add discussion and cost estimate to include polymer drum floor roller system.

- Add discussion and cost estimate for replace the bulk silo bin vibrators.
- Add discussion and cost estimate for replace the filter gallery piping and valves.

Design Phase

1. **Site Review and Data Gathering:** The Consultant will visit the plant site to collect dimensional information needed for the final design. Gather information on existing equipment and facilities needed for final design.
2. **Gather Equipment Information from Manufacturers:** Communicate with equipment manufacturers on details of equipment being considered for design, compile, and discuss with the City.
3. **Develop 30% level drawings:** Drawings to include, but not limited to: Existing background information, new equipment preliminary sized and placed, design criteria near 75% complete. A list of anticipated technical specifications developed. Prepare a submittal set for review by the City.
4. **Develop 65% level drawings and technical specifications.** Drawings show all key upgrades and improvements but lack notes and some dimensions. Technical specifications started, those for key equipment fully drafted. Design criteria complete. Prepare a submittal set for review by the City.
5. **Develop 95% level drawing and technical specifications:** Drawings are near completion. Equipment design is complete, equipment tables complete, technical specifications near completion. Prepare a submittal set for review by the City.
6. **Develop Final Bid Ready Documents:** Final drawings, technical specifications completed and ready for bidding.
7. **Instrumentation and Control:** The City has a System Integrator with which the Consultant will coordinate for system design. It is also assumed that the System Integrator will be available for meetings with the Consultant during design. The Consultant will prepare a controls signal list table and include function and action notes for each signal. The location of field instruments will be shown on the drawings. The Consultant will coordinate with the System Integrator to specify field instruments. This task assumes the System Integrator will develop design for the control panel(s) and supply such panels for contractor installation.
8. **Develop Front End (Contract Portion) of specifications and incorporate funding agency language.** It is anticipated that EJCDC documents will be utilized.
9. **Submit KDHE Construction Permit application and respond to comments from KDHE in order to obtain construction permit.** Submit waste stream summary to KDHE.
10. **Coordinate with electrical and gas utilities on changes needed for plant improvements.**
11. **Provide City with a current opinion of probable Construction Cost, and any adjustments to Total Project Costs known to Engineer.** It is anticipated that updated cost estimates will be developed at 30%, 65%, and Final Bid Document design status.
12. **Quality Control Review:** At times deemed appropriate by the Consultant, conduct internal QC review of the drawings, specifications, and design calculations.
13. **Meetings**
In addition to the initial site visit (Task 1) the Consultant will attend:
 - a. Up to two (2) additional site visit to gather more detailed dimensional information and check existing facilities with proposed design.

- b. 30% design review meeting. Some team members will join remotely.
- c. 65% design review meeting. Some team members will join remotely.
- d. 95% design review meeting. Some team members will join remotely.
- e. Once per month (remote) check in meetings.
- f. Intermediate calls will occur as needed to exchange information while the work is being completed.
- g. Internal team meetings to coordinate between disciplines.
- h. Attend two (2) City Board meetings. One intermediate update, and when ready for Authorization to Bid.

14. Project Management

- a. At a minimum, on a monthly basis, review the scope and budget. Incorporate changes to stay on time and within budget.
- b. Provide a monthly report or call to keep the City up to date on project status.
- c. Coordination with Client staff, financial advisors, and attorney.

Bidding Phase Services

1. Direct the bidding process for the City.
2. Provide Notice to Bidders for the City to publish in local newspaper. The City is to pay for all advertising fees. The Consultant will arrange for publishing in local plan rooms.
3. Administer the distribution of bidding documents to prospective bidders. Bid sets will be made available electronically. If a bidder desires a hard paper copy, a non-refundable fee will be charged.
4. Prepare for and conduct a Pre-Bid Conference for prospective bidders.
5. Address bidder questions regarding the plans and contract documents. Prepare and issue addenda and provide supplemental information or clarification, as appropriate, to interpret, clarify or expand the bidding documents to all prospective bidders during the bidding process.
6. Attend the bid opening, prepare the bid tabulation sheets, assist the City in evaluating the bids and the contract award.
7. Attend City Council meeting to present results of the bid and provide bid recommendation.

Services Not Included

The following items are not included, but can be incorporated upon request by the City, and with additional agreed upon fee.

1. Addition of any improvements not outlined in the preliminary report and amendment.
2. Incorporation of replacement of the filter piping and valves.
3. Civil/Site design for any site improvements.
4. Preparation of a Controls (Operations) Narrative.
5. Assistance with project funding applications, review of water budget income and expenses, or water rates.
6. Environmental review or gathering of information for another party to complete an environmental review.
7. Water Rate impacts
8. Assist City with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
9. Geotechnical engineering

10. Determination of the existence of any hazardous materials associated with building components or systems.
11. Attendance at City Council meetings, except as defined above.
12. Re-advertising and rebidding
13. Revision of plans to reduce cost following bid opening.
14. Surveying of any kind.
15. Preparation of Operations and Maintenance manual.

Responsibilities of the City

1. Provide existing data, maps, plan sets, water quality, water quantity, and other information the City has that will be needed.
2. Contract directly with the controls system integrator for their services during design.
3. Pay for any permit fees, application fees, notice advertising fees, and other similar fees.
4. Any legal fees incurred during the project.
5. Prompt reviews of plans during design submittals.

Fee

The services contained in this Task Order shall be performed on a Lump Sum basis for a fee of \$325,000 including expenses.

Schedule

It is anticipated the project will progress at the following approximate schedule following receipt of a signed Agreement.

- Amendment: Within 15 days after agreement execution.
- 30% Submittal: Within 75 days after agreement execution.
- 65% Submittal: Within 60 days after the 30% review meeting.
- 95% Submittal: Within 60 days after the 65% review meeting
- Submittal to KDHE: Within 45 days after the 95% review meeting
- Bidding: Start the bid process within two weeks of receiving KDHE approval.



City Council Agenda Form

Meeting Date: May 5, 2020

Agenda Item Title: Water Production Plant "B" Repairs

Department: Water

Agenda Item Description: Staff recommendation of work to bring Plant "B" back online and extend plant life

Background: Water Production Plant "B" is an Electro-Dialysis Reversal (EDR) treatment facility built in 2007 and put into operation in 2008. On February 11, 2020, the air distributors and check valves in one of the upstream pre-treatment media filters failed, allowing the media to enter the pre-EDR basin filters and then into the EDR system. The media packed into the entire system, disrupting the flow of water and rendering the system inoperable. City staff has been working with several firms, including Wes-Tech and Suez, to repair the system. Work has begun on the pre-media treatment filters and the pre-EDR basin pumps. The next step is replacement of the EDR filters. Based on the age of the plant and the EDR filter system, staff recommends replacement of the EDR filter trains. Four proposals are presented. Replace 1 or 2 EDR trains with platinum electrodes (current setup) or replace 1 or 2 EDR trains with carbon electrodes. Staff recommends replacing both EDR trains with carbon electrodes (Option 2B) in the amount of \$1,150,540.

City Attorney Review/ Comment: April 28, 2020

Funding Source: Water Improvement Fund

- Options:**
1. Authorize Option 2B of the EDR stack replacement proposal from Suez Water Technologies.
 2. Provide staff with alternate direction.
 3. Take no action - the plant remains inoperable

Staff Recommendation: Authorize Option 2B of the EDR stack replacement proposal from Suez Water Technologies.

Attachment(s): Suez Proposal with Option 1A, 1B, 2A, and 2B

EDR stack replacement proposal

to:	City of Russell also referred to here as Buyer	date:	April 27, 2020
		no. of pages:	31 including cover
attention:	Diana VanBruggen	email:	diana@russellcity.org
plant address:	133 W. 8th Street Russell, KS 67665	telephone no.:	785 483 7116
		cell no.:	785 483 1299
from:	Tina St. Pierre regional lifecycle manager northcentral USA	email:	tina.stpierre@suez.com
		telephone no.:	905 465 3030 x3004
		cell no.:	416 402 9869
cc:	Joe Aldridge – SUEZ		
subject:	<u>EDR stack replacement:</u> equipment, off-site & on-site support	proposal no.:	408563
		original project no.:	2587382
plant data:	Please provide corrections if inaccurate City of Russell EDR Water Treatment Plant, 2 units, 4 lines per unit, 3 stages per line, installed in 2007.		

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 at the request of City of Russell to provide replacement stacks at the EDR Water Treatment Plant.

site assessment

SUEZ was on site February 25-27, 2020 to evaluate the condition of the EDR system equipment for units 1 & 2. Based on these observations, the following is recommended for the continued operation of the system.

- ❑ **EDR stacks:** New membrane stacks will be provided for one or two units. These new stacks will be SUEZ's Mk IV-2 technology. The Mk IV-2 is an improvement over the existing Mk IV stacks, providing better stack stability. Since these stacks are rebuilt frequently, this stability will allow for easier maintenance at the site.
 - This proposal includes two options:
 - **option 1:** like-for-like replacement with platinum electrode stacks;
 - **option 2:** upgrade to carbon electrode stacks. In addition to stack price savings, there are additional operational benefits to carbon electrodes such as decreased chemical addition and reduced scaling, see attachment b.
- ❑ **valves & actuators:** SUEZ suggests replacing all tandem butterfly valves on the inlet and outlet modules. Functioning, reliability and smooth transition of these valves are critical for the operation and maintenance of the EDR stacks.
- ❑ **cabinet corrosion:** SUEZ noted corrosion in the electrical panels and have included replacement filters and corrosion inhibitors for installation in all panels.
- ❑ **spare electrical parts:** As reversing rectifiers and multiplexors are being phased out SUEZ suggests having two shelf spares of these components as well and has included this as an option.

2 SUEZ scope & price

SUEZ's scope includes the material and services outlined in the table below. The sections that follow provide additional detail regarding each scope item.

option 1A – 12 stack replacement, platinum electrode

item description	part #	quantity	unit price	price
EDR,STACK,MKIV-2,600CP,1/1,204, section 3.1	3066590	12	\$46,800	\$561,600
stack discount		12	(\$2,000)	(\$24,000)
spare electrodes, spacers & gaskets free of charge: EDR-ELECTRODE,MK4	3009787	4	\$0	\$0
EDR-ELEC,MK4-4H,PVDF	3157446	4		
			sub-total	\$537,600
loose-shipped equipment & instrumentation, section 3.2		lot - 1 unit	\$48,810	\$48,810
in-house support, project management, engineering support, section 4.1		incl.	\$31,490	\$31,490
on-site support, a total of 8x10-hr days on-site over 2 trips to site, plus travel & living, section 4.1	135491	2 trips		
freight, DDP project site, section 5	3095534	incl.	\$9,400	\$9,400
All figures are in USD. Taxes extra.			total price	\$627,300
Please make purchase order to SUEZ WTS Solutions USA, Inc.				

option 1B – 24 stack replacement, platinum electrode

item description	part #	quantity	unit price	price
EDR,STACK,MKIV-2,600CP,1/1,204, section 3.1	3066590	24	\$46,800	\$1,123,200
stack discount		24	(\$3,000)	(\$72,000)
spare electrodes, spacers & gaskets free of charge: EDR-ELECTRODE,MK4	3009787	4	\$0	\$0
EDR-ELEC,MK4-4H,PVDF	3157446	4		
			sub-total	\$1,051,200
loose-shipped equipment & instrumentation, section 3.2		lot - 2 units	\$94,530	\$94,530
in-house support, project management, engineering support, section 4.1		incl.	\$51,910	\$51,910
on-site support, a total of 13x10-hr days on-site over 2 trips to site, plus travel & living, section 4.1	135491	2 trips		
freight, DDP project site, section 5	3095534	incl.	\$18,100	\$18,100
All figures are in USD. Taxes extra.			total price	\$1,215,740
Please make purchase order to SUEZ WTS Solutions USA, Inc.				

option 2A – 12 stack replacement, carbon electrode

item description	part #	quantity	unit price	price
EDR,STACK,MKIV-2,600CP,1/1,2LYR-CE-204, section 3.1	3160218	12	\$43,800	\$525,600
stack discount		12	(\$2,000)	(\$24,000)
spare electrodes, spacers & gaskets free of charge: EDR-ELECTRODE,MK4,CARBON,404,2LYR	3159110	4	\$0	\$0
EDR-SHIM,MKIV,CARB,2LYR	3159088	4		
EDR-GASKET,ENDPLATE,CARB-EL	3104307	4		
EDR-SPACER,ELEC,MK4,CARB-EL,EXTR	3126512	4		
			sub-total	\$501,600
loose-shipped equipment & instrumentation, section 3.2		lot - 1 unit	\$48,810	\$48,810
in-house support, project management, engineering support, controls & programming section 4.1		incl.	\$38,290	\$38,290
on-site support, a total of 8x10-hr days on-site over 2 trips to site, plus travel & living, section 4.1	135491	2 trips		
freight, DDP project site, section 5	3095534	incl.	\$9,400	\$9,400
All figures are in USD. Taxes extra. Please make purchase order to SUEZ WTS Solutions USA, Inc.			total price	\$598,100

option 2B – 24 stack replacement, carbon electrode

item description	part #	quantity	unit price	price
EDR,STACK,MKIV-2,600CP,1/1, 2LYR-CE-204, section 3.1	3160218	24	\$43,800	\$1,051,200
stack discount		24	(\$3,000)	(\$72,000)
spare electrodes, spacers & gaskets free of charge: EDR-ELECTRODE,MK4,CARBON,404,2LYR	3159110	4	\$0	\$0
EDR-SHIM,MKIV,CARB,2LYR	3159088	4		
EDR-GASKET,ENDPLATE,CARB-EL	3104307	4		
EDR-SPACER,ELEC,MK4,CARB-EL,EXTR	3126512	4		
			sub-total	\$979,200
loose-shipped equipment & instrumentation, section 3.2		lot - 2 units	\$94,530	\$94,530
in-house support, project management, engineering support, controls & programming section 4.1		incl.	\$58,710	\$58,710
on-site support, a total of 13x10-hr days on-site over 2 trips to site, plus travel & living, section 4.1	135491	2 trips		
freight, DDP project site, section 5	3095534	incl.	\$18,100	\$18,100
All figures are in USD. Taxes extra. Please make purchase order to SUEZ WTS Solutions USA, Inc.			total price	\$1,150,540

optional scope

	qty	item	total price
electrical spares	5 ¹	reversing rectifiers, 41-1242	\$25,850
	5 ¹	multiplexor boards, 8-channel	

note 1: SUEZ suggests City of Russell should have two (2) shelf spare rectifiers and multiplexor boards. However, there is a minimum order quantity of 5 required by the manufacturer; if at time of purchase SUEZ has inventory on hand, the quantity supplied and final invoice can be adjusted accordingly.

invoicing schedule	% of total invoice
An invoice will be issued upon acceptance by SUEZ of customer purchase order. Percent calculation based on full scope of the purchase order. Shipment of stacks is contingent on receipt of this initial milestone payment.	30%
An invoice will be issued when EDR stack shipping documents are supplied to the carrier (partial shipments permitted).	60%
A final invoice will be issued upon completion of installation, or 30 days after delivery if SUEZ is not providing onsite technical installation support.	10%
	100%

3 Seller's scope of supply

3.1 EDR stacks

Supply EDR stacks, MKIV-2, 600CP, individually packaged and skidded ready for shipment.

A standard three (3) year prorated warranty is offered by the manufacturer on the EDR membranes included with this offer. For additional details refer to "Sellers Warranty EDR membranes" included in section 8 for a detailed description of the offered warranty.

3.2 ancillary loose-ship equipment

The following table includes the quantity of loose-ship items required per unit to be replaced:

qty – per unit	item	SAP part no.
EDR start-up hardware		
16	start-up strainers	3019006
16	flange gaskets, full	1113811
EDR stack electrical connection adaptors		
12	Staubli x camlock cable connection, black	3169203
12	Staubli x camlock cable connection, white	3169204
EDR stack ancillary equipment interconnecting piping		
12 sets	EDR stack connection hoses, hose barbs, flanges, tubing - shipped loose and assembled on site	lot
8	inlet/outlet module valve assemblies, 3"	3011845
16	valve air flow control fittings	CFO

For both 12-stack and 24-stack replacement options, the following is included:

qty – per plant	item	SAP part no.
control panel corrosion inhibitors		
30	corrosion inhibitor, stick-on, Hoffman	3010488
4	control panel exhaust grille & filter kits	CFO
8	solenoid valve, 24VDC, double coil	2587382L-002
10	solenoid valve, 24VDC, single coil	3012684
2	valve regulator filter	3010538

4 SUEZ support

4.1 off-site support

controls – for carbon electrode stacks only

Provide system controls programming adjustments as required for the carbon electrode stacks. An allowance of up to 40 hours for system controls programming review and minor parameter modifications has been included with this proposal. If the program requires additional in-house control modification, the time required will be estimated and invoiced separately.

If there is a requirement for the EEPROM (Electrically Erasable Programmable Read-Only Memory) to be stored, a period of plant shutdown must be arranged by City of Russell.

documentation

The base level of documentation updates will include:

- updated general arrangement drawings for new stacks and issued electronically;

These updates should be filed in the O&M manual as interim documentation.

Due to the very high cost of comprehensive updating of plant documentation with each system upgrade, SUEZ recommends planning a complete documentation update every 1-4 years to coincide with a selected system upgrade.

SUEZ will be pleased to develop a documentation update price quotation on request which may include some or all of the following scope according to its relevance:

- O&M manual** - Provide a fully updated version of the operation & maintenance manual that indicates the changes made with this EDR replacement upgrade.
- P&IDs** - Update the process (piping) & instrumentation drawings and reissue electronically.
- electrical drawings** – Update the electrical drawings and reissue electronically.

project management

Provide planning and off-site assistance during the EDR replacement project.

4.2 on-site technical advisory services

The proposed equipment is provided onsite technical advisory services, as specified below.

12-stack replacement	24-stack replacement	
days	days	
3 (1 trip)	3 (1 trip)	phase 1 - equipment installation technical advisory services: In support of unloading the equipment, rigging the equipment into place, installing interconnecting piping, stack wiring adapters, and pneumatic lines, as required. Provide guidance with onsite questions related to SUEZ supplied equipment. Review resources required during start-up. Inspection of all SUEZ supplied equipment. All actual labor is provided by others.
5 (1 trips)	10 (2 trips)	phase 2 - equipment start-up: Includes preparing the equipment to operate, operating the equipment manually, operating the equipment automatically, testing control system, flushing preservative, and system disinfection – 1 CIP for bacteria sampling.
TOTAL 8 (2 trips)	TOTAL 13 (3 trips)	This total assumes no weekends or holidays are required and is based on an eight-hour workday and is an estimate of time needed to complete the above tasks and does not constitute a guaranteed number of service days should the tasks take less time than estimated. Travel time to and from the job site for SUEZ field service personnel is included in this estimate. Travel/living (T&L) expenses are also included where the field service representative is based within the country or region. To ensure personnel availability, SUEZ requires a minimum of two weeks' advance notice to schedule equipment start-ups.

waiting time – On time completion of SUEZ's start up services requires satisfactory installation of all equipment by City of Russell or their third-party designate. If additional service time is required for SUEZ's commissioning including any overtime or waiting times due to unforeseen site events outside the control of SUEZ, the City will be notified and it may be invoiced according to the prevailing SUEZ service labor rates sheet, available on request.

operating responsibility – City of Russell retains control of the work site and retains final responsibility for the installation and commissioning process.

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 City of Russell'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.

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, City of Russell 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, City of Russell must inform SUEZ in writing 60 days prior to work commencement at site. City of Russell will be billed for all additional insurance costs and processing fees.
- ❑ SUEZ will maintain workers compensation and employers' liability coverage as per statutory requirements.

5 schedule and delivery

SWTS would like to note that under the current exceptional circumstances under the COVID 19 Pandemic situation, SWTS may not be in a position to guarantee and comply with the planned schedule for project delivery or performance and that should there be any new measures taken by any governmental authority which may impede or delay the said schedule or performance, SWTS reserves the right to modify the schedule / contract accordingly. SWTS will promptly inform you of any changes which may impact the contract or the project.

schedule

Equipment shipment is estimated at 24 to 30 weeks after order acceptance. The Buyer and Seller will arrange a kick-off meeting after contract acceptance to develop a firm shipment and project schedule.

typical material and service delivery schedule

		24-30 weeks	1 week	2 weeks
acceptance of PO				
equipment manufacturing				
equipment shipment				
guidance in installation				

The delivery schedule is presented based on current workload backlogs and production capacity. Any delays in buyer approvals or requested changes may result in additional charges and/or a delay to the schedule.

delivery

- ❑ **DDP** - Delivery will be by standard ground on the basis of DDP City of Russell EDR Facility, Russell, KS 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, City of Russell shall specify an alternate, equivalent destination without delay.

Due to varying origins and availability, ancillary equipment included in this proposal may be shipped separately from the EDR stacks. Should separate shipments be required, where possible, SUEZ will strive to provide these items on or before the delivery of the EDR stacks.

- ❑ **origin** - Delivery of EDR stacks originates from the SUEZ Water Technologies & Solutions, Guelph, ON, Canada facility.
- ❑ **title & risk** - Title and risk of loss or damage to EDR stacks, ancillary equipment and crating shall pass to City of Russell upon delivery at the named place of destination.
- ❑ **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** - Any new duty imposed after the date of this proposal is the responsibility of City of Russell.
- taxes** - All applicable local, state, or federal taxes are the responsibility of City of Russell.
- temperature** – EDR stacks 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 EDR stack

description	dimensions (in)	weight (lb)
EDR stack	L=58 x W=30 x H=100	2,850

6 Buyer scope of supply - City of Russell

All delivery or services not specified in the SUEZ scope of supply are included in the Buyer scope of supply. It is the responsibility of the Buyer to remove and dispose of existing stacks and move new stacks into place and disconnect/reconnect all mechanical and electrical stack connections.

SUEZ recommends the following scope of work to be completed by Buyer as part of this EDR replacement project.

- Prior to operating the EDR units all the multi-media filters should be repaired and in operating condition. Remove all loose media from wet-well, interconnecting piping, cartridge housings.
- Complete required repairs to EDR cartridge filters.
- Inspection of all stack wiring to ensure solid connections and no corrosion.
- Repair/replace damaged stack junction box supports with Unistrut defender 1-5/8" channel, brackets and feet.
- Wire wheel or sandblast any areas of corrosion on skid, supports etc. and repaint. Repair corroded piping supports.
- Repair any damaged stack area piping and fittings.
- Replace instrumentation and stack ground wires. Verify all equipment grounds and process stream grounds are cleaned and have good earth ground connections.

- ❑ Verify the degasifier system is functioning, the blower fins are intact, the hose does not have leaks and electrode water is not overflowing into the trench. A 2-hr manual ECIP will clean the packing material of unwanted scales.

6.1 safety and environmental

Please refer to section 7.

6.2 jobsite and equipment installation

- ❑ Review of Seller supplied equipment drawings and specifications.
- ❑ Stamping, signing or sealing of general drawings as per Federal, State or local regulations or codes.
- ❑ All applicable civil design and works, including any building, site preparation, grading, excavations, foundations and trenches, and accessories.
- ❑ All electrical labor and supplies leading up to jobsite, including fittings, conduit, supports, cable trays, wire and hardware, and air-conditioned panels as required for installation and ongoing operations.
- ❑ All labor and supplies leading up to jobsite, including fittings, conduit, supports, cable trays, wire and hardware required to appropriately ground / earth the equipment as required for installation and ongoing operations.
- ❑ All mechanical labor and supplies leading up to the jobsite including interconnecting piping, heat tracing (if required), fittings, conduit, pipe supports, and hardware as required for installation and ongoing operations.
- ❑ All instrumentation and automatic pneumatic valve installation including, but not limited to, air / sample line tubing, fittings, wiring, conduit, supports, isolating valves leading up to jobsite and between SUEZ-supplied skids and hardware as required for installation and ongoing operations.
- ❑ Loading, unloading and transportation of the equipment and materials required for SUEZ to perform the duties outlined in the SUEZ scope of supply to the jobsite and/or warehouse.
- ❑ All access structures (scaffolding) and mechanical lifting equipment (cranes, forklifts, and scissor lifts).
- ❑ Providing a suitable site/shelter for the placement of the proposed equipment, either inside appropriate housing, or outdoors, taking into account the local and seasonal climatic conditions. Note: electrical and controls equipment, including the PLC, may require air-conditioned rooms or enclosure to prevent overheating of sensitive electronic equipment or damage to LCD screens and care should be taken to shield or locate control cables away from high power cables to prevent interference.
- ❑ Storage of EDR stacks on site. These 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, out of direct sunlight, and at a temperature of 5-30°C (39-86°F). It is recommended that the stacks not be stored longer than necessary prior to installation. Coordinate with SUEZ for appropriate

shipment times. Maximum storage duration of a stack is 3 months from the date of shipment. If these timescales are exceeded SUEZ can provide instruction to extend the storage period.

- Equipment anchor bolts.
- Any on-site painting or touch-up painting of equipment supplied.
- Disposal of membrane preservative.
- Disposal of all retired EDR stacks and disposal of shipping and packaging materials unless specifically requested not to do so by SUEZ.

6.2.1 start-up and commissioning

- Installation and removal of temporary screens on all process lines entering the EDR stacks.
- Verification of removal of all residual debris from construction.
- City of Russell will grant SUEZ personnel full and immediate access to the equipment and will make lubricants chemicals, plus specialized chemical handling equipment, water, lighting, electrical and laboratory services available
- Commissioning.
- Equipment and device tagging.
- Any required chemicals, sanitization / disinfection required to pass bacteria test.
- All water sampling, testing and submitting to labs or local regulators for verification and certification is the responsibility of City of Russell.
- City of Russell will arrange that plant personnel are available to collaborate with the SUEZ service representative for the full duration of the site visits.
- City of Russell will keep a copy of the operating manual, all process and instrumentation drawings, and all electrical drawings on site and accessible for reference.

7 health & safety

City of Russell

- ❑ City of Russell will provide orientation to Seller's personnel to ensure site-specific safety protocols are known. City of Russell will identify and inform Seller's personnel of any site-specific hazards present in the work place that could impact the delivery of Seller's scope of supply and agrees to work with Seller to remove, monitor, and control the hazards to a practical level.
- ❑ City of Russell will provide any site-specific or standard company operating procedures and practices for Seller's personnel to perform work on site, if required by City of Russell's policies. Such programs may include, but are not limited to, general environmental health & safety (EHS), HAZOP, fire protection, drug testing, incident notice, site conduct, standard first aid, chemical receiving, electrical safety, etc. City of Russell will provide a certificate of program completion for Seller's personnel. This program will be fully documented, training materials will be provided, and attendance list will be kept.
- ❑ If any type of lifting devices will be used on site, City of Russell will provide proof of its maintenance, inspection and certification documentation upon request and will assist the SUEZ service representative to complete a safety inspection checklist.
- ❑ Where confined space entry may be required, City of Russell will provide early notice and will collaborate with SUEZ in planning adequate staffing and in advising the local fire/rescue department as required.
- ❑ No time or cost provision has been made for preparations such as safety record clearances, drug testing, insurance confirmations or pre-job-training in excess of 1 hour. Prior to finalizing the Purchase Order and the work schedule, City of Russell will advise SUEZ of any pre-job or pre-mobilization requirements. Where these requirements exceed 1 hour, this time will be charged to City of Russell at rates set out in the prevailing SUEZ labor rate sheet.
- ❑ Where certain short duration activities require two people for safety and the SUEZ Service representative is alone at site, City of Russell will cooperate as required to assure that correct safety precautions are taken.
- ❑ City of Russell is responsible for the following environmental provisions:
 - environmental use and discharge permits for all chemicals at City of Russell's facility either listed in this document or proposed for use at a later date;
 - any special permits required for Seller's or City of Russell's employees to perform work related to the water treatment system at the facility;
 - all site testing, including soil, ground and surface water, air emissions, etc.;
 - disposal of all solid and liquid waste from the Seller's system including waste materials generated during construction, start up and operation.

- ❑ City of Russell is responsible for provision of health and safety facilities to Seller's field service representatives to the same extent that they are provided to City of Russell's own employees, including provision of:
 - eyewash and safety showers in the water treatment area;
 - chemical spill response;
 - security and fire protection systems per local codes;

SUEZ

- ❑ All work on site will be performed in accordance with applicable law and will be performed reasonably, in a clean and safe manner. The SUEZ service representative will abide by the more stringent of the applicable health, safety and environmental policies and procedures of either City of Russell or SUEZ.
- ❑ SUEZ will provide all applicable safety training required by SUEZ policies or by state or national health and safety regulations. The SUEZ service representative will have undergone workplace hazardous material information system (WHMIS) training and will come equipped with necessary personal protective equipment (PPE).
- ❑ Emergencies - In emergencies affecting the safety of persons, work or property at the site and adjacent thereto, SUEZ will act, without previous instructions from City of Russell, as the situation warrants. SUEZ will notify City of Russell immediately thereafter.

8 Seller's warranty - Electrodialysis Reversal (EDR) cation & anion membranes

water treatment applications

This schedule sets out the warranty with respect to Electrodialysis Reversal (EDR) cation and anion membranes for water applications. 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 the Buyer, and in no event will the Seller be liable for any special, direct, indirect or consequential damages, including, without limitation, loss of profits.

1 product

This warranty applies to only the EDR Cation and Anion membranes supplied within the EDR stack under the Contract of Sale for water applications. EDR "Stack" means a complete EDR membrane stack. EDR "Membrane" means either the cation and anion membranes within the EDR Stack. This warranty does not cover mechanical items such as:

- a. EDR spacer within the EDR stack (electrode and/or intermembrane)
- b. Electrode, Heavy Cation Membranes and end block
- c. Piping to and from the EDR Stack, piping connection fittings
- d. Connecting hardware and skids with their associated components including but not limited to valves, instrumentation and hardware.
- e. Components not specifically mentioned.

Identification: EDR Stacks are shipped by the Seller with a serial number which confirms their place in the cohort set of EDR Stacks covered by this EDR Membrane warranty.

2 scope of warranty

The Seller warrants its EDR Membranes for a period of 3 years prorated per warranty start date in section 5 for water applications.

Regular EDR Stack inspection and normal membrane replacement (10% cumulative replacement of the total number of membranes per year) shall be the responsibility of the Buyer.

All replacement EDR Stacks, Membrane or Spacers will be shipped on the basis of INCOTERMS 2010 FCA SUEZ Manufacturing facility. A purchase order is required to execute the warranty terms based on the following calculations.

prorated replacement – Prorated Replacement means that in the case of a valid warranty claim for an EDR membrane replacement due to failure the Buyer pays for actual use from which the Buyer has derived value over time. Prorated Replacement allows the Seller to pay reasonable compensation under warranty for any product use not enjoyed by the Buyer due to premature replacement. At the discretion of the Seller, the Buyer receives a replacement Membrane and pays for the prorated value for the use of the Membranes prior to replacement. The Buyer will fund the first 10% annual cumulative membrane replacements as calculated based on the total number of membranes in the plant. This is calculated by comparing the number of annual replacements needed over the total number of membranes in the plant as shown in the following formula. These membranes are to be purchased at the replacement price, and the annual cycle is calculated from the warranty start date.

customer annual maintenance replacement = $\frac{\text{number of replacements in annual cycle}}{\text{total number of anion and cation membranes in the plant}}$
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Replacement price of each membrane required above the 10% will be pro-rated based on life used as calculated by the following formula:

customer prorated share of replacement	=	number of whole months elapsed between the replacement date & the warranty start date	x	replacement price
		total warranty term/duration in months		

excluded - All ancillary costs are the responsibility of the Buyer including but not limited to boxing, crating, freight, freight insurance, applicable taxes, import duties, brokerage, receiving, forklift services, EDR Stack breakdown or build up, storage at site, re-attachment hardware, hose/clamp/camlock replacement, crane services, installation, glycerin flushing, and commissioning and waste disposal.

3 obligation of Buyer

- a. The design feed water flow and quality shown in the final and firm proposal are maintained by the operator/end user at all times with no exception, during the validity period of the guarantee.
- b. Most operate and maintain the system in accordance with directions in the O&M manual provided with the system

4 warranty start date

This warranty will start on the earlier of:

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

5 warranty duration

total EDR membrane warranty duration: a total of **36 months**

Replacement EDR membranes are covered by the warranty only to the extent of the warranty of the original membranes which have been replaced. At all events, this warranty shall expire and be of no force or effect **36 months** following the Warranty Start Date.

6 notification of claim

All claims filed under this warranty shall be made in writing by the Buyer within 30 days of identifying a defect through SUEZ WTS Return Goods Authorization (RGA) procedure.

The Buyer shall provide the following information:

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

7 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. The Buyer may, in the course of these investigations, be requested to return Membrane(s) and/or Spacer(s) to the Seller for examination. The Seller may also conduct reasonable tests and inspections at the Buyer's plant or premises. **If the results of the investigation do not validate the defect claimed, the Buyer will reimburse the Seller for all reasonable expenses associated with said investigation, including expenses for all tests, inspections, and associated travel.**

8 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 EDR Stacks or changes in operating protocols or other stack component replacement or by upgrading failed EDR Stack(s)

with newer EDR Stack(s) that may embody design and efficiency improvements. The Buyer consents to the supply of replacement EDR Stacks which may be of a different design than original EDR Stacks.

The warranty provided herein is limited to the repair or replacement of the damaged membrane and will be the exclusive and sole remedy of the Seller. In no event will the Seller be liable for any special, direct, indirect or consequential damages, including, without limitation, liquidated damages or loss of profits.

9 operating information

To maintain the EDR membrane warranty, daily EDR system operation records and logs from initial start-up date until claim, must be maintained by the Buyer and made available to the Seller upon request. Records and logs of both the EDR system as well as access to records and logs of any or all non-SUEZ WTS equipment/processes that could impact the plant 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 the Buyer as part of the Contract. At a minimum, operation data must include information on feedwater quality, temperatures, flows, stage voltage and amperage, permeate quality, cleaning intervals, cleaning chemical concentrations, elapsed time since start-up, relevant analytical data and reporting of any upset events. "In the event that the operator/end user fails to keep all minimal information required by SUEZ WTS, such as data sheets filled daily, the performance guarantee will be voided."

The Buyer shall maintain and share access to a single reference copy in electronic form of a EDR Stack map containing the history of activity by EDR Stack and membrane/spacer replacement. The Buyer shall log its procedures performed related to an EDR Stack including relocation of EDR Stacks, repairs, membrane/spacer or other stack component replacements and any other noteworthy events.

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

10 membrane replacement price

A standard EDR Component Price List is available and typically updated on an annual basis.

11 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 EDR system in accordance with Seller's Operations and Maintenance Manual supplied to the Buyer as part of the Contract, including material failure to adhere to the Seller's specified EDR stack cleaning procedures and the use of anything other than Seller-approved EDR stack cleaning agents and operating chemicals.
- b. Failure to adhere to the preventive maintenance program as presented in the Seller's Operations and Maintenance Manual.
- c. Failure to ensure correct operation and/or functioning of the pretreatment equipment.
- d. Introduction of destructive foreign materials into the EDR stacks. Destructive foreign materials may include natural or human-made materials that are introduced into the EDR system originating from construction and maintenance activities or from inadequate. Sand and other materials that are naturally present in the influent will not be considered destructive foreign materials.
- e. Failure to install and maintain operating data acquisition and electronic data transmission functions at the plant, if available.
- f. Physical abuse or misuse, incorrect removal or installation of EDR Stacks by non-Seller personnel including membrane damage caused by operator error in handling of EDR Stacks or membranes and spacers.
- g. Unauthorized alteration of any components or parts originally supplied by the Seller.
- h. Intentional damage.
- i. Failure by the operator to operate and maintain the equipment as per instructions issued by the Seller in the Proposal, other contractual agreements between Buyer and Seller, and in the Operation and Maintenance manuals or under subsequent revisions of Operation and Maintenance manual that may be made later by the Seller, if system operating conditions change.

- j. Feeding water which violates any of the feed water limits provided in this proposal.

12 return procedure

In the event that the return of an EDR stack(s) or membrane(s) is/are required pursuant to this warranty, the Buyer will first obtain a Return Goods Authorization (RGA) number from the Seller. EDR stack(s) or membranes/spacers shipped to the Seller for warranty examination must be shipped freight prepaid. If the Buyer desires temporary replacement EDR stack(s) or membranes/spacers to replace those alleged to be defective and returned to the Seller for warranty examination, the Buyer shall be responsible for the cost associated with any such replacements until examination of the returned EDR Stacks or membranes/spacers pursuant to this warranty is complete. Any EDR Stack or membrane examined by Seller as part of a warranty claim where the EDR Stack, membrane or spacer is subsequently found to be performing as warranted or where an EDR stack, membrane or spacer failure is not covered under the warranty can, if requested, be returned to the Buyer, freight collect.

9 terms and conditions of sale

a - specific terms and conditions of sale

These terms take precedence over the general terms and conditions of sale.

1 legal entity for contracting

SUEZ WTS Solutions USA, Inc. 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 EDR stacks.

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 City of Russell.

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 the price section.

3 proposal validity

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

4 inflation adjustment

All prices quoted are stated in USD and will be adjusted for inflation from the proposal validity date according to at least the percentage change +1% in the North American Consumer Price Index (CPI).

5 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.

6 flight booking

Prices quoted for installation which include airfare are either based on timely confirmation of a visit schedule or based on receipt of a purchase order in time to book any flights seven days in advance. Additional airfare charges related to late arrival of a purchase order will be extra and billed through to City of Russell without mark-up.

7 purchase order guidelines

Please ensure that your purchase order has covered the following points. This will ensure accurate and prompt order entry, product delivery, invoicing and accounts receivables processing and will prevent administrative delays for all parties.

- legal entity** – Please be sure your purchase order is issued in the name of the specific SUEZ legal entity issuing this proposal cited above. We will be glad to work with your purchasing department to set this entity up as an approved supplier/vendor. 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.
- hard copy** – Our strong preference is to receive a hard copy of your purchase order rather than a PO number alone.
- proposal number and date** – Please reference the 6-digit proposal number and the proposal date which are found in the footer of each page.
- price** – State the total price you are accepting for this order.
- taxes** – Provide any required tax exemption certificates.
- ship-to address** – Please clearly define the plant site address or delivery location and the receiver's email & telephone. Please specify receiving hours and any special off-loading requirements.
- delivery date** – Please include your requested delivery date or agreement start date.

- **purchase order** – Please send your purchase order to SUEZ by email to service.pocentral.wts@suez.com.

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.

10 signed agreement

Through the issue of this proposal, SUEZ signals their intent to enter into an agreement with City of Russell. City of Russell and SUEZ acknowledge that they have read and understood this agreement and agree to be bound by the terms and conditions specified in it.

offered by legal entity: SUEZ WTS Solutions USA, Inc., also known as SUEZ or Seller

accepted by legal entity: City of Russell also known as City of Russell or Buyer

authorized signature by: _____

title: _____

signature date: _____

signature: X _____

purchase order no: _____

Upon acceptance of this proposal, please forward the following either

• by email with .pdf attachments or • by postal mail or • by fax.

1) this signature page completed to:

2) a hard copy of your purchase order, and

3) any required tax exemption certificates

service.pocentral.wts@suez.com

or

SUEZ Water Technologies & Solutions

attention: Contracts Administrator

Please contact

service.pocentral.wts@suez.com

for correct address

or

fax no.: 905 465 3030

This agreement comes into force when SUEZ has issued a formal acceptance of City of Russell's Purchase order or formal acceptance of this City of Russell signed agreement.

attachment a SUEZ standard terms and conditions

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 Michigan. 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 carbon electrodes for EDR

The SUEZ 2020 Electrodialysis Reversal (EDR) product is a robust high recovery water desalination technology that is used in a variety of industrial and public infrastructure applications.

SUEZ has developed a new electrode which will become the standard electrode for all new SUEZ EDR systems and marks a commitment to innovation.

features

- Coated with ion exchange resin for more durable, longer-lasting surface
- Same size and configuration as current electrodes for MK-IV EDR Stacks
- Can upgrade existing stacks with an upgrade kit

carbon electrode benefits

- The Carbon Electrode produces no gas or chemicals
- Degasifiers are eliminated, simplifying EDR operation.
- Electrode scaling is nearly eliminated. Acid consumption for EDR reduced 95% or more.
- Removal of Heavy Electrode membranes

standard design

- Used in new MK-IV-2 EDR stacks
- Two models: One for use with AR204 Membranes and one for use with NEW AR908 Membrane.

material of construction

Structural Mesh and Connection Titanium
Electrode Body..... Carbon Sheet, IX Resin

quality assurance

Certification NSF
Facility..... ISO 9001:2000

operating parameters

Maximum stack current:

New stacks:

- 33.5A for a 15 min reversal cycle
- 25.0A for a 20 min reversal cycle

For new stacks and systems that exceed the amperage limits, SUEZ will still supply EDR Stacks with Superlife coated metal electrodes.

Upgrades:

- 30.0A for a 15 min reversal cycle
- 22.5A for a 20 min reversal cycle

Feed chlorine (continuous):

- <0.5 ppm (204 carbon electrode)
- <0.1 ppm (908 carbon electrode)

pH limits:

- 0 to 9.5 (204 carbon electrode)
- 0 to 13 (908 carbon electrode)



City Council Agenda Form

Meeting Date: May 5, 2020

Agenda Item Title: Plant "B" Heating Repairs

Department: Water

Agenda Item Description: Staff recommendation on replacement of the heating system in Plant "B"

Background: EDR Water Production Plant "B" was originally built with five overhead gas heaters in the Claricell filter side and 6 overhead gas heaters in the EDR filter side that hang from the 12 foot ceiling. These metal combustion chambers and fan units are mounted in a very humid environment and have been overcome of rust and it is not feasible to repair them. We looked into what it would be to replace them with a similar unit, but with a stainless steel heat exchanger. That replacement price quote was \$4,084 each, for total of eleven heaters at \$44,924.

So staff looked into a different heating system of Reverb-a-ray tube heaters or called radiant heat and what it would take to switch and costs. This system is stainless steel tubes with sealed burners. There is no blowers so nothing will get wet or exposed to the chemicals in the air. They would not burn any air out of the building or move air around. This would install a total of five tube heaters across the ceilings and recommending replacing the existing thermostats with weatherproof ones. Staff recommends replacing the existing broken heating units with the tube heater system in the amount of \$29,399.10

City Attorney Review/ Comment: N/A

Funding Source: Water Improvement Fund

Options:

1. Accept the proposal from Comfort Pro Inc. for tube heating system in the amount of \$29,399.10.
2. Provide staff with alternate direction.
3. Take no action- the plant heating remains the same.

Staff Recommendation: Accept the proposal from Comfort Pro Inc. for tube heating system in the amount of \$29,399.10.

Attachment(s): Two Page Proposal and Specifications



HEATING ~ AIR CONDITIONING ~ PLUMBING
503 Williams P.O. Box 109 ~GREAT BEND, KS. TEL (620) 793-4208
301 14th ~ LARNED, KS. TEL (620) 285-3966
337 W. Wichita Russell, KS. (785) 483-6568
Fax (620) 793-4209
EMAIL ~ raymond@comfortproks.com

April 28, 2020

City of Russell
Water Treatment Plant
Attn: Diana or Rich
213 Fossil
Russell, KS. 67665
(785) 483-1299
rich@russellcity.org

Rich and Diana,

This price is to replace all the heaters in the building with Reverb-a-ray tube heaters. These tube heaters will have stainless steel tubes with sealed burners. They will not burn any air out of the building and are pretty much water and air tight. (They can be washed down if needed without hurting the unit). There is no blowers so nothing to worry about getting wet or exposed to the chemicals in the air. We will also replace the thermostats with rain tight thermostats to prevent early failure of the thermostats. We will install a total of five tube heaters two on the north side and three on the south side of the building. Any unused gas lines from the removal of the existing heaters will be taken back to the main gas line and plugged. Any flues that are not reuse will be capped off. Any unused electrical will be taken back to the closest junction box. Any thermostat location that is not reuse will be removed and have a cover plate installed over its location. Thermostat wires will be left in the walls.

This price is \$ 31,898.00

Sales tax is added to my prices as sales tax laws dictates. If a **Sales Tax Project Exemption Certificate** is produced before this project begins we will deduct the sales tax from the cost of the job. Sales tax figured on this job is \$ 2,498.90

The equipment will have to be ordered and has a two to three week lead time at this time. Once we have approval to move forward with this project we will order the equipment get a delivery date and set a start date to do the installation. (So if you give us an approved contract on the 6th of May we will need the Sales tax exemption to order the equipment and start date around the first of June and an end date around the end of June). Dates are preliminary at this time and if we get approval I will check on delivery date before we order the equipment.

The warranties on the equipment are standard for the industry.

Itemized bids or billings require extra time to produce. If you receive a free bid but want an itemized bid or billing there will be a charge for the bid and/or billing.

There is a 50% down payment required before we start the work and the remainder is due on completion of the job. Payment by cash, debit card or credit card required. If personal check is used full payment will be required and the check will have to clear the bank before the work will commence.

Prices are good for 30 days; all prices are subject to availability.

Raymond Brown

ACCEPTANCE OF PROPOSAL-The above price, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Please return a signed copy so we can get the work scheduled.

Signature _____ Date of Acceptance _____



DX2-SS SERIES TUBE HEATERS

SUBMITTAL DATA – SINGLE-STAGE LOW INTENSITY GAS-FIRED INFRARED TUBE HEATERS & ACCESSORIES

SUBMITTED BY: _____

DATE: _____

JOB TITLE: RUSSELL WATER TREATMENT

CONTRACTOR: COMFORT PRO, INC.

ADDRESS: _____

ADDRESS: _____

CITY: _____

CITY: _____

STATE: _____ ZIP: _____

STATE: _____ ZIP: _____ PH: _____

ENGINEER: _____

LOCAL REPRESENTATIVE: _____

NOTES: _____

QTY.	MODEL #	TAG	INDICATE GAS TYPE	BTU/h INPUT	STRAIGHT LENGTH	U-TUBE LENGTH	STAINLESS STEEL WEIGHT	TYP. OR RCMD. MOUNTING HEIGHTS ¹
	DX2-SS-20-75		N or P	75,000	21'- 8"	13'- 0"	145 lbs.	11' to 18'
	DX2-SS-20-80		N or P	80,000	21'- 8"	13'- 0"	145 lbs.	11' to 18'
	DX2-SS-30-75		N or P	75,000	31'- 4"	17'- 8" ^{1/2}	195 lbs.	12' to 20'
	DX2-SS-30-80		N or P	80,000	31'- 4"	17'- 8" ^{1/2}	195 lbs.	12' to 20'
1	DX2-SS-30-100		N or P	100,000	31'- 4"	17'- 8" ^{1/2}	195 lbs.	13' to 23'
	DX2-SS-40-75		N or P	75,000	41'- 0"	22'- 8"	235 lbs.	12' to 20'
	DX2-SS-40-80		N or P	80,000	41'- 0"	22'- 8"	235 lbs.	12' to 20'
	DX2-SS-40-100		N or P	100,000	41'- 0"	22'- 8"	235 lbs.	13' to 23'
	DX2-SS-40-125		N or P	125,000	41'- 0"	22'- 8"	235 lbs.	14' to 25'
1	DX2-SS-40-150		N or P	150,000	41'- 0"	22'- 8"	235 lbs.	15' to 27'
	DX2-SS-50-100		N or P	100,000	50'- 8"	27'- 4" ^{1/2}	290 lbs.	15' to 27'
	DX2-SS-50-125		N or P	125,000	50'- 8"	27'- 4" ^{1/2}	290 lbs.	15' to 27'
	DX2-SS-50-150		N or P	150,000	50'- 8"	27'- 4" ^{1/2}	290 lbs.	16' to 30'
3	DX2-SS-50-175		N or P	175,000	50'- 8"	27'- 4" ^{1/2}	290 lbs.	17' to 35'
	DX2-SS-60-125		N or P	125,000	60'- 4"	32'- 4"	330 lbs.	16' to 30'
	DX2-SS-60-150		N or P	150,000	60'- 4"	32'- 4"	330 lbs.	17' to 35'
	DX2-SS-60-175		N or P	175,000	60'- 4"	32'- 4"	330 lbs.	17' to 35'
	DX2-SS-60-200		N or P	200,000	60'- 4"	32'- 4"	330 lbs.	18' to 40'

¹ Typical or recommended mounting heights are provided as a guideline. Actual conditions may dictate variations from this data.

² Model requires 5EA-SUB accessory package when installing heater in a U-shaped configuration.

DETROIT RADIANT PRODUCTS CO.

VISIT OUR WEBSITE FOR:



21400 Hoover Rd.
Warren, MI 48089-3162

Phone: (586) 756-0950
Toll Free: 1-800-222-1100
Fax: (586) 756-2626
Email: sales@drp-co.com
Website: www.reverberray.com

- Product Specs
- Parts Support
- Dealer Locator
- Applications
- CAD/Revit Library
- Design Guidelines
- Theory of Infrared
- and More!

LSDXSS-01/19 (DRPC)

DX2-SS WRITTEN SPECIFICATIONS

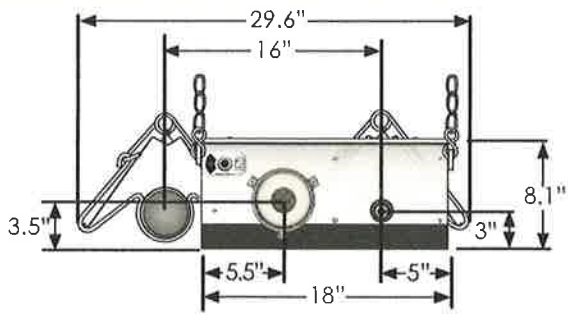
PRODUCTS

1. TUBULAR INFRARED HEATERS

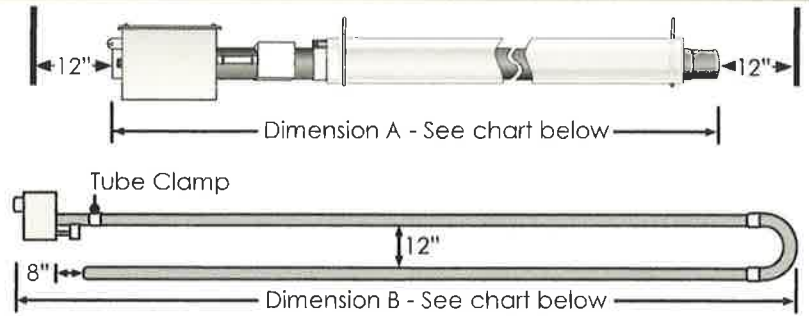
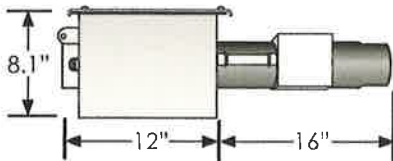
- A. Basis-of-design product: Subject to compliance with requirements, provide Detroit Radiant Products Company; **Re-Verber-Ray DX2-SS Series**.
- B. Fuel type: Burner shall be designed for [natural] [propane] gas having characteristics same as those of gas available at project site.
- C. Combustion chamber: Shall be 4" O.D. 16ga. 409 series stainless steel, finished with a high emissivity rated, corrosion resistant, black coating.
- D. Emitter tube: Shall be 4" O.D. 16ga. 304 series stainless steel finished with a high emissivity rated, corrosion resistant, black coating.
- E. Burner type: Unit shall be a positive pressure power burner with a combustion fan upstream of the burner and exhaust gases for component longevity, maximum combustion efficiency, and energy transfer. Negative pressure (pull through) type appliances will not be allowed.
- F. Fan enclosure: Combustion fan shall be totally housed inside burner control box and not exposed. Appliances with exposed combustion/exhauster fans shall not be permitted.
- G. Burner: Stainless-steel venturi burner. The flame anchoring screen shall have a minimum temperature rating equivalent to 430 grade stainless steel. Non stainless steel burners shall not be permitted.
- H. Tube connections: The heater's combustion chamber and radiant emitter tube shall incorporate a 4 inch slip-fit, interlocking connection in which the upstream tube slides into the next tube and is held by a bolted clamp. A butted tube connection system shall not be permitted.
- I. Ignition system : Hot surface silicon carbide capable of temperatures achieving 2400°F. Igniter shall be readily accessible and serviceable without the use of tools. Spark ignition systems shall not be permitted.
- J. Reflectors: Shall be 304 series stainless steel with a multi-faceted design which includes reflector end caps. Reflector shall have a polished bright finish with clear visual reflection ability. (A sample will be required at time of submittal). Reflector shall have a minimum of 7 sheet metal bends in its fabrication to optimize downward radiation. Reflectors shall be rotatable from 0 to 45 degrees when required. The heater's reflector hanging system shall be designed to permit expansion while minimizing noise and/or rattles.
- K. Control box: Heater's control housing shall be totally enclosed with a corrosion resistant 304 series stainless steel exterior with silicone sealant.
 1. Air intake: An air intake collar shall be supplied as part of the burner control assembly to accept a 4 inch O.D. supply duct.
 2. The controls shall be easily serviceable by removing one (1) panel. The silicon carbide igniter shall be readily accessible and serviceable without the use of tools.
 3. Outdoor modifications are required for any application that will be placed in a space defined as outdoors. The rating label shall bear the outdoor certification approval.
- L. Heaters shall be equipped with a sight glass allowing a visual inspection of igniter and burner operation from the floor. Sight glass visible only at appliance level shall not be permitted.
- M. The heaters shall utilize a downstream turbulator baffle for maximum heat transfer.
- N. Heater shall be supplied with a PVC coated stainless steel flexible gas connector.
- O. Burner Safety Controls:
 1. Heater controls shall include a safety differential pressure switch to monitor combustion air flow, as to provide complete burner shutdown due to insufficient combustion air or flue blockage.
 2. The heater's control system shall be designed to shut off the gas flow to the main burner in the event either a gas supply or power supply interruption occurs.
 3. The heater's blower motor shall be thermally protected and the motor's impeller shall be balanced.
 4. Heater control assembly shall include two indicator lights. One indicator shall validate air flow. One indicator light shall indicate valve operation.
 5. The heater's air flow control system shall provide a 45 second pre-purge prior to initiating burner operation.
 6. No condensation shall form as a result of combustion in the combustion chamber or radiant tubes while at operating temperatures.
 7. Thermostat control shall be single-stage operating on 120 volts.
- P. Venting: Shall be per manufacturer approval and specifications.
- Q. Thermostat: Devices and wiring are specified in Division 23 Section "Instrumentation and Control for HVAC."
 1. Thermostat: Single-stage, digital programmable wall-mounting type with 50 to 90 deg F (10 to 32 deg C) operating range.
 2. Control Transformer: Integrally mounted.

DX2-SS FIELD DATA

Burner Control Box with U-Bend • End View



Side View



MODEL NUMBER	DIMENSION A STRAIGHT	DIMENSION B U-TUBE
DX2-SS-20	21' - 8"	13' - 0"
DX2-SS-30	31' - 4"	17' - 8" ⁴
DX2-SS-40	41' - 0"	22' - 8"
DX2-SS-50	50' - 8"	27' - 4" ⁴
DX2-SS-60	60' - 4"	32' - 4"

⁴with 5EA-SUB

OPTIONAL ACCESSORIES

QTY.	PART #	DESCRIPTION	NOTES
	10EA-SS	S.S. 10'x4" Tube & Reflector Extension	Optional S.S. 10 ft. extension package. Maximum of one per unit.
	4-DSK	4" Sidewall Vent Kit	Required for all single sidewall vents (N/A for 200 MBH models).
	6-DSK	6" Sidewall Vent Kit	Required for all common sidewall vents. No roof venting.
	BK-SS	S.S. Angle Mounting Bracket 15°-30°-45°	Rotates reflector to preset mounting angles.
	E6-SS	S.S. 90 Degree, 4" Radiant Elbow	Used for making a L-shaped heater. Maximum of two per unit.
	PLQ	Warning Plaque	Hung below heater, restates the clearance to combustible warning.
	RE-SS	S.S. Reflector & Elbow Package	Reflector and accessories used to configure heater in a 'L' shape.
	RTVP-4	4" Rooftop Vent Package	Used to single vent vertically through the roof.
	RTVP-6	6" Rooftop Vent Package	Used to common vent vertically through the roof.
	RU-SS	S.S. Reflector & 'U' Bend Package	Reflector and accessories used to configure heater in a 'U' shape.
	SSE-SS	S.S. Side Shield Extension	Reflector side guard used to lower side clearances. Each 5 ft. in length.
	SK-4	4" Sidewall vent cap (200 MBH units)	Required for sidewall venting on 200 MBH models only.
	TF1B-SS	S.S. 180 Degree, 4" Radiant 'U' Bend	Used for making a U-shaped heater. Maximum of one per unit.
	THCS-SS	S.S. Tube Heater Chain Set	30" chain set with two S-hooks used for hanging heater.
	THGH15-SS	S.S. Gripple Tube Heater Hanging Cables	15 ft. length of looped cable with a locking fastener per assembly.
	TR60-SS	S.S. 5'x4" Tube & Reflector Extension	Optional 5 ft. extension package. Maximum of two per unit.
	WIV-4	4" Combustion Air Intake - Sidewall Cap	Used to duct fresh (cold) air 0-30 ft. to a heater. Sidewall only.
	WVE-GALV	4" Unvented Exhaust Termination Cap	Required on all units when operating unvented.
	Y	4"x6"x4" Aluminized Common Vent Fitting	Used for joining two heaters on one vent. Same thermostat required.
	YSM	4"x6"x4" Galvanized Common Vent Fitting	Used for joining two heaters on one vent. Same thermostat required.
5	TH115	WEATHERPROOF THERMOSTAT	

OPTIONAL UPGRADES

- OD-KIT** For use when applying heaters outdoors.
- 24VAO** Internally mounted 24V controlled relay with power cord and terminal plug. Allows for circuit operation.
- 5EA-SUB** Substitutes one 10 ft. radiant tube and reflector for two 5 ft. sections. This is ideal for making U-shaped heater configurations from 30 ft., 50 ft. and 70 ft. models. One per heater.

NOTE: Refer to the Tube Heater Accessory List (LPKTH) for detailed specifications and limitations on any of the above options.

DX2-SS SPECIFICATIONS

APPROVALS

- IAS, CGA, CSA (CE-EDX Series)
- Indoor/Outdoor Approval (with OD-Kit)
- Commercial/Industrial Approval

BURNER CONTROL BOX

- Sight glass for burner inspection
- Totally enclosed components
- 304 series stainless steel construction
- Operational indicator lights
- Silicone sealed

GAS CONNECTION

- 7/8" flare-M FPT Connection to 1/2" x 24" (304) PVC coated SS flex connector provided
- 1/2" NPT ball valve & inlet tap included

GAS SUPPLY (Inches W.C.)

- Manifold pressure: Nat 3.5; Prop 10.0
- Min. Inlet pressure: Nat 5.0; Prop 11.0
- Max. Inlet pressure: Nat 14.0; Prop 14.0

POWER SUPPLY

- 120 V.A.C., 60 Hz GRD, 1 Ph., 3-wire
- 60 in. grounded power cord
- Ignition current - 4.8 amps
- Running current - 1.1 amps

CONTROLS

- 100% safety shut-off.
- Moisture resistant control module.
- Air proving safety switch.
- Silicon carbide hot surface igniter.
- Pre-purge controls.
- Flame rod sensing.
- 120V thermostatic control (standard).

REFLECTOR

- Highly polished 304 stainless steel
- Two end caps included
- Reflector tension springs
- Continuous overlap design
- One reflector center support per reflector

COMBUSTION & RADIANT TUBES

- 16ga. 4" O.D. 304 series stainless steel radiant emitter tubes
- 409 series combustion chamber
- All tubes coated with high temperature, corrosion resistant black coating, .95 emissivity
- Slip-fit swaged connection
- Turbulator baffle

COMBUSTION AIR INLET & VENTING

- Preset 4" combustion air inlet collar
- Sidewall or roof venting

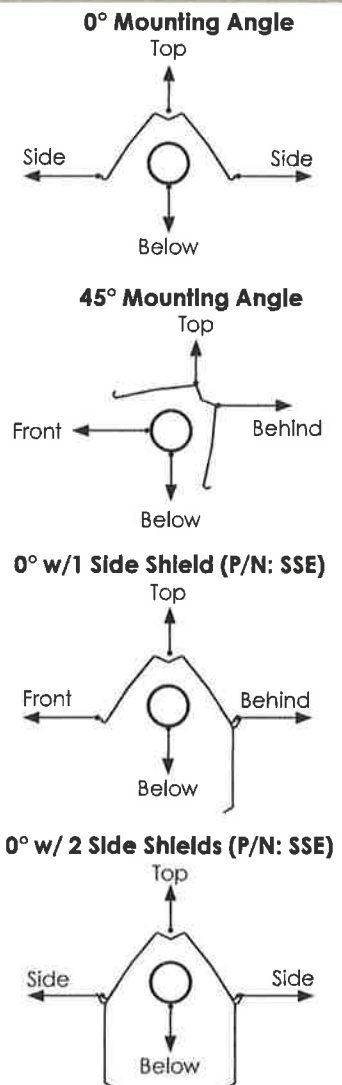
LIMITED WARRANTY

- 3 year - Burner box components
- 5 years - Combustion and radiant tubes
- 10 years - Burner

DX2-SS CLEARANCES TO COMBUSTIBLES (IN INCHES)

MODEL NO.	MOUNTING ANGLE ³	SIDE			
		FRONT	BEHIND	TOP	BELOW
DX2-SS (20, 30, 40) - 75 [N,P]	0°	9	9	6	60
W/1 side shield	45°	39	8	10	60
W/2 side shields	0°	29	8	6	60
20 ft. from burner	0°	9	9	6	60
DX2-SS (20, 30, 40) - 80, 100 [N,P]	0°	7	7	6	30
DX2-SS (20, 30, 40) - 80, 100 [N,P]	0°	14	14	6	66
W/1 side shield	45°	39	8	10	66
W/2 side shields	0°	29	8	6	66
20 ft. from burner	0°	16	16	6	66
DX2-SS (40, 50) - 125 [N,P]	0°	7	7	6	30
DX2-SS (40, 50) - 125 [N,P]	0°	20	20	6	76
W/1 side shield	45°	58	8	10	76
W/2 side shields	0°	42	8	6	76
20 ft. from burner	0°	20	20	6	76
DX2-SS (40, 50, 60) - 150 [N,P]	0°	7	7	6	30
DX2-SS (40, 50, 60) - 150 [N,P]	0°	24	24	6	81
W/1 side shield	45°	58	8	10	81
W/2 side shields	0°	42	8	6	81
20 ft. from burner	0°	23	23	6	81
DX2-SS (50, 60) - 175 [N,P]	0°	11	11	6	44
DX2-SS (50, 60) - 175 [N,P]	0°	34	34	6	92
W/1 side shield	45°	63	8	10	92
W/2 side shields	0°	50	8	6	92
20 ft. from burner	0°	30	30	6	92
DX2-SS (60) - 200 [N,P]	0°	11	11	6	44
DX2-SS (60) - 200 [N,P]	0°	41	41	6	94
W/1 side shield	45°	63	8	10	94
W/2 side shields	0°	54	8	6	94
20 ft. from burner	0°	30	30	6	94
DX2-SS (60) - 200 [N,P]	0°	11	11	6	44

³ Heaters mounted on an angle between 0° and 45° must maintain clearances posted for 0° or 45°; whichever is greater.



Read and understand the installation, operation and maintenance manual prior to installing or servicing this unit.

In locations used for the storage of combustible materials, signs must be posted adjacent to the heater's thermostat specifying stacking heights.