

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 8, 2019**

<b>AGENDA ITEM:</b>	
Pilot Process to Remove Total Suspended Solids at the Wastewater Treatment Plant	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Karen Latimer, Utility Manager	
<b>DEPARTMENT:</b>	
Public Works, Wastewater Division	
<b>ATTACHMENTS:</b>	
<ol style="list-style-type: none"> <li>1. Professional Services Agreement</li> <li>2. Cost breakdown</li> </ol>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
40230594.563000	\$ 456,533.26
<b>SUMMARY:</b>	

The concentration of Total Suspended Solids (TSS) entering the wastewater treatment plant has been increasing for several years. Increasing TSS coupled with excessive biosolids accumulation and more frequent and prolonged algae and daphnia blooms have made it extremely difficult to meet National Pollutant Discharge Elimination System (NPDES) waste discharge permit limits for TSS. Algae and daphnia blooms overwhelm the sand filters and reduce the volume of wastewater that can be passed through the sand filters for tertiary treatment. In May and June 2019, the amount of algae and daphnia was greater than the sand filters could handle and on several occasions the sand filters had to be shut down, resulting in violation of the NPDES permit for all five categories of TSS limits.

Staff began researching solution concepts that would help with removal of TSS at the wastewater treatment plant, both on a short-term basis to help with immediate NPDES permit compliance requirements and for a long-term solution to prevent repeat occurrences of NPDES permit violations for TSS. Mobile high rate ballasted clarification is identified as a solution that has the ability to remove TSS and fit within a very limited footprint. There are four companies that provide this type of equipment on a temporary basis. All four companies were evaluated and rated as part of the Professional Services selection process. Veolia Water Technologies, Inc. received the highest overall rating.

Staff is seeking approval to enter into a Professional Services Agreement with Veolia Water Technologies, Inc., to provide mobile high rate ballasted clarification equipment. This equipment will provide immediate relief for ongoing TSS issues and will be used to conduct a short-term pilot test to further evaluate high rate ballasted clarification equipment as a long-term solution.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign and execute a Professional Services Agreement between the City of Marysville and Veolia Water Technologies, Inc. in the amount of \$ 456,533.26.</p> <p><b>RECOMMENDED MOTION:</b> I move to authorize the Mayor to sign and execute a Professional Services Agreement between City of Marysville and Veolia Water Technologies, Inc. in the amount of \$456,533.26.</p>
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**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND VEOLIA WATER TECHNOLOGIES, INC.**

**THIS AGREEMENT** (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and Veolia Water Technologies, Inc., a Delaware corporation licensed to conduct business in the state of Washington, which is located and doing business at 945 South Brown School Road, Vandalia, Ohio 45377, (“Consultant”).

In consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.
- 2. TERM.** The term of this Agreement shall commence on Notice to Proceed and shall terminate at midnight on June 30, 2020. The parties may extend the term of this Agreement by executing a written supplemental amendment.
- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed Four Hundred Fifty-Six Thousand, Five Hundred Thirty-Three Dollars and Twenty-Six Cents (**\$456,533.26**) within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

The Consultant shall submit a monthly invoice to the City for Services performed in the previous calendar month in a format reasonably acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

**4. CONSULTANT’S OBLIGATIONS.**

**4.1 MINOR CHANGES IN SCOPE.** The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such

changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

**4.2 ADDITIONAL WORK.** The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

**4.3 WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the Services shall become the property of the City, except that the Consultant retains the intellectual property underlying the work product and documents relating to the Mobile Water Treatment Equipment, if any. However, upon execution of this Agreement, and without either party being required to undertake any further action, Consultant grants City a perpetual, non-exclusive royalty-free license to utilize said intellectual property for the design, construction, maintenance or repair of the Mobile Water Treatment Equipment referred to (either directly or by implication) in this agreement. The Consultant will be responsible for the accuracy of the Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

**4.4 PUBLIC RECORDS ACT.** Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "PRA"). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the

Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked “Confidential” and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
  - i. Provide the records to the City in the manner requested by the City; or
  - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
  - iii. Provide an affidavit, in a form reasonably acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney’s fees and litigation expenses), suits, judgments, or damages (collectively “Damages”) arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

**4.5 MAINTENANCE/INSPECTION OF RECORDS.** The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and

expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

**4.6 INDEMNITY.**

a. Indemnification and Hold Harmless. The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole or concurrent negligence of the City, which costs shall be apportioned based upon the parties' respective fault.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 4.6. This waiver has been mutually negotiated by the parties.

\_\_\_\_\_ (City Initials)

\_\_\_\_\_ (Contractor Initials)

4.6(AA) Consequential Damages/Limitation of Liability. In no event shall the parties or their respective affiliates, employees, agents, or representatives be liable for any special, incidental, punitive, exemplary, or consequential damages, including, but not limited to, lost or anticipated profits, arising out of or related, in whole or in part, to the work performed under this

Agreement, regardless of whether the liability arises in tort, contract, breach of warranty, strict liability or any other legal theory, at law or in equity. Consultant's total liability is expressly limited to a multiple of one and one-half the contract value (1.5 x the contract value) except to the extent of Consultant's liability with respect to its duty to indemnify for third party claims and except for Consultant's liability with respect to breach of confidentiality or patent infringement. The foregoing limitation of liability will not apply to any amounts recoverable by the City as insurance proceeds or payments, and the City will not be precluded from claiming under any insurance obtained by Consultant as contemplated by this Agreement up to the full amount payable under such insurance. This provision limiting Consultant's liability shall survive the termination, cancellation or expiration of any contract and the completion of services hereunder.

#### **INSURANCE.**

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Amounts of Insurance.** Consultant shall maintain the following insurance

limits:

- (1) Automobile Liability insurance with a combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits of \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

**4.8 LEGAL RELATIONS.** The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this

Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

#### **4.9 INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work to the Services that the Consultant performs under this Agreement.

d. Prior to commencement of Services, the Consultant shall obtain a business license from the City.

#### **4.10 EMPLOYMENT.**

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) any and all claims that may or might arise under the Workman's Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.



c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

\_\_\_\_\_ No, employees performing the Services have never been retired from a Washington state retirement system.

\_\_\_\_\_ Yes, employees performing the Services have been retired from a Washington state retirement system.

In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

**4.11 NONASSIGNABLE.** Except as provided in **EXHIBIT B**, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

**4.12 SUBCONTRACTORS AND SUBCONSULTANTS.**

a. The Consultant is responsible for all work or services performed by subcontractors or sub consultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors or sub consultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or sub consultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or sub consultants, the subcontractors or sub consultants are set forth in **EXHIBIT B**.

c. The Consultant may not substitute or add subcontractors or subconsultants without the written approval of the City.

d. All subcontractors or sub consultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

**4.13 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**4.14 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate, or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or the Services provided to the City.

**4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**4.16 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**5. CITY APPROVAL REQUIRED.** Notwithstanding the Consultant's status as an independent contractor, the Services performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if the Services have been completed in

compliance with the Scope of Services and City requirements.

## **6. GENERAL TERMS.**

**6.1 NOTICES.** Receipt of any notice shall be deemed effective three (3) calendar days after deposit of written notice in the U.S. mail with proper postage and address.

Notices to the City shall be sent to the following address:

**CITY OF MARYSVILLE**  
Karen Latimer, Utility Manager  
80 Columbia Avenue  
Marysville, WA 98270

Notices to the Consultant shall be sent to the following address:

**Veolia Water Technologies, Inc.**  
Michael Reyes  
945 South Brown School Road  
Vandalia, Ohio 45377  
cc: VWT.Americas.Legal@veolia.com

**6.2 TERMINATION.** The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, in addition to the provisions of section 4.3, the City shall pay the Consultant for satisfactory Services (to be reasonably determined) performed through the date on which the termination is deemed effective in accordance with the payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

**6.3 DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

**6.4 EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with exhibits, attachments, addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental

amendment properly signed by both parties. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the exhibits, attachments, or addenda, the terms and conditions set forth in this Agreement shall prevail.

**6.5 SEVERABILITY.**

a. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining parts, terms, or provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

b. If any part, term, or provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that part, term, or provision shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

**6.6 NONWAIVER.** A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

**6.7 FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

**6.8 GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**6.9 VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

**6.10 COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**6.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MARYSVILLE

By \_\_\_\_\_  
Jon Nehring, Mayor

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

VEOLIA WATER TECHNOLOGIES, INC.

By \_\_\_\_\_  
Christopher Brett Neely  
Its: Vice President – Services, Industrial  
Solutions

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
\_\_\_\_\_, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney

# **EXHIBIT A**

## **Scope of Services**

### **1 DEFINITIONS**

- 1.1 “Delivery Area” shall have the meaning set forth in Section 2.1.
- 1.2 “Distribution Equipment” shall have the meaning set forth in Section 2.2(iv).
- 1.3 “Feedwater” shall have the meaning set forth in Section 2.2(ii).
- 1.4 “Feedwater Distribution Equipment” shall have the meaning set forth in Section 2.2(iii).
- 1.5 “Mobile Water Treatment Equipment” means one or more of the following: water demineralizing systems, reverse osmosis systems, clarification or filtration systems capable of easy transport. Mobile Water Treatment Equipment may be skid mounted or on a mobile platform.
- 1.6 “Treated Water” means water which has been purified to a high degree by the substantial removal of minerals, organic compounds, or other suspended or dissolved matter. Unless specifically stated elsewhere in this Agreement, Treated Water is not intended for consumption.

### **2 CUSTOMER'S OBLIGATIONS**

- 2.1 As a condition of Service Provider's obligations hereunder, Customer shall, without cost to Service Provider, and throughout the Term, furnish and maintain in good condition, an area at or adjacent to each plant covered by this Agreement, suitable for the ingress/egress and full utilization of any Mobile Water Treatment Equipment (the "Delivery Area").
- 2.2 In order for the Delivery Area to be suitable for the use and operation of the Mobile Water Treatment Equipment, Customer must:
  - (i) Prepare and/or provide a foundation sufficient to safely hold the operating weight of the largest Mobile Water Treatment Equipment system(s) that Service Provider reasonably anticipates may be placed in the Delivery Area;
  - (ii) Provide incoming water meeting the specifications stated in Schedule 1 ("Feedwater");
  - (iii) Provide all tankage, transfer pumps and appropriate water conduits not supplied by the Service Provider under this Agreement ("Feedwater Distribution Equipment") to deliver Feedwater to the Mobile Water Treatment Equipment system;

- (iv) Provide equipment to receive Treated Water, waste streams and waste materials from the Mobile Water Treatment Equipment system (“Receiving Equipment”) (the Feedwater Distribution Equipment and the Receiving Equipment is collectively referred to as the “Distribution Equipment”);
  - (v) Provide all utilities required by the Mobile Water Treatment Equipment as set forth in Schedule 1;
  - (vi) Provide all security measures reasonably needed to protect the Mobile Water Treatment Equipment and the Delivery Area; and
  - (vii) Obtain in writing all consents, licenses and permits required to establish and maintain the Delivery Area allowing Service Provider to provide the Services which are the subject of this Agreement.
- 2.3 Customer’s failure to meet the Feedwater requirements set forth in Schedule 1 may result in additional cleaning expenses which shall be the sole responsibility of Customer. Any changes in Feedwater pretreatment that is the responsibility of Customer shall be reviewed and approved in writing by the Service Provider prior to implementation of the change. Customer shall be responsible for damages that occur to the Mobile Water Treatment Equipment due to changes in Feedwater that occur without the prior written authorization of Service Provider.
- 2.4 Customer is responsible for providing adequate disposal in accordance with all applicable laws and regulations for all effluent and associated waste materials, including without limitation sludge, reject water, backwash, scaling, fouling and debris resulting related to the operation of the Mobile Water Treatment Equipment.
- 2.5 The Customer agrees to maintain “all risk” casualty and property insurance coverage on the provided Mobile Water Treatment Equipment. The Customer will maintain a loss payable endorsement in favor of the Service Provider for the full value of the Mobile Water Treatment Equipment. Customer further waives and shall cause its insurance carriers to waiver all rights of subrogation against the Service Provider.

### **3 SERVICE PROVIDER'S OBLIGATIONS**

- 3.1 Subject to Customer satisfying its obligations set forth in Article 2 (**CUSTOMER’S OBLIGATIONS**), Service Provider shall:
- (i) Furnish and supervise installation of the Mobile Water Treatment Equipment at the Delivery Area;
  - (ii) Supervise connection of the Mobile Water Treatment Equipment to the Distribution Equipment;

- (iii) Process the Feedwater through the Mobile Water Treatment Equipment if and to the extent Service Provider's obligations include the operation of the Mobile Water Treatment Equipment; and
- (iv) Deliver Treated Water meeting the specifications set forth in Schedule 1 to the Distribution Equipment.

Sub-clauses (i) through (iv) of this Section 3.1 are defined as the "Services".

- 3.2 Service Provider may substitute other equipment, at its option and cost, to meet the specifications set forth in Schedule 1.
- 3.3 Service Provider shall provide the Services subject to the exclusions set forth in Schedule 1.

#### **4 PRICE AND PAYMENT TERMS**

The prices and any applicable refundable security deposit for the furnishing of the Mobile Water Treatment Equipment and any related Service are set forth in Schedule 1. Payment terms are set forth in Schedule 1. In addition, Customer shall reimburse Service Provider for any supplemental costs incurred by Service Provider in the performance of any installation or other construction work required to make a given Delivery Area suitable. Customer shall also pay to Service Provider, or to the appropriate authorities, all governmental taxes, including sales or use taxes, related to the Services performed by Service Provider under this Agreement.

Customer's obligation to pay rent begins on the date the Mobile Water Treatment Equipment is ready to ship by the Service Provider to the Customer, and continues until the end of the monthly rental period in which the Mobile Water Treatment Equipment is returned to Service Provider.

In the event payment is not made in accordance with the provisions of this Section 4, Customer shall pay Service Provider a monthly late charge equal to one percent (1%) per month of all unpaid balances or the maximum amount permitted by law, whichever is less.

Veolia Water Technologies standard rate structure is attached as Schedule 2.

#### **5 ACCESS AND TITLE**

Authorized representatives of Service Provider and Customer shall have access at all times to all Delivery Areas. Customer shall use all reasonable precautions to prevent all other persons from entering the Delivery Areas and shall not permit any persons other than authorized employees or representatives of Service Provider to operate, use, alter, repair, relocate, regenerate, adjust or tamper with any Mobile Water Treatment Equipment or other equipment installed by Service Provider unless agreed to in writing by Service Provider. While the Mobile Water Treatment Equipment is in the Delivery Area or anywhere on Customer's property, Customer shall defend Service Provider's right, title, and interest in said Mobile Water Treatment Equipment and keep it free of all liens and



encumbrances. Customer shall be liable for damage to or loss of any Mobile Water Treatment Equipment or other equipment of Provider located in the Delivery Area or elsewhere on Customer's property, unless said damage or loss is caused by the sole or concurrent negligence of the Service Provider, which costs shall be apportioned based upon the parties' respective fault.

Before any Mobile Water Treatment Equipment is installed at any Delivery Areas, Customer will execute all documents and public filings as Service Provider may reasonably request to evidence Service Provider's ownership interest therein.

In the event of the expiration or any earlier termination of this Agreement, Customer shall permit Service Provider to remove its Mobile Water Treatment Equipment from the Delivery Area.

## **6 EQUIPMENT RELOCATION OR CHANGE**

If Customer, for any reason, requests Service Provider to relocate the Mobile(s) from one Delivery Area to another, or if Service Provider after consultation with Customer and, in order to protect its Mobile Water Treatment Equipment or improve the Service to be provided hereunder, replaces any Mobile Water Treatment Equipment or relocates any Mobile Water Treatment Equipment from one Delivery Area to another, Customer shall bear all costs in connection with said replacement or relocation and the subsequent connections to the Distribution Equipment.

## **7 WATER QUALITY DISPUTES**

Any Treated Water furnished hereunder by Service Provider and shown by recognized standard analysis to be of purity less than specified in Schedule 1 may be rejected by Customer at its discretion, provided that said failure to meet such specification is not caused by the acts or omissions of Customer. Service Provider reserves the right to check the analysis on all Treated Water rejected by Customer. Purity of the Treated Water shall be measured at the outlet connection of the Mobile Water Treatment Equipment and prior to connection to the Distribution Equipment.

## **8 WARRANTY**

SERVICE PROVIDER WARRANTS THAT THE TREATED WATER FURNISHED HEREUNDER SHALL MEET THE SPECIFICATIONS SET FORTH IN SCHEDULE 1; PROVIDED THAT CUSTOMER SUPPLIES FEEDWATER MEETING THE SPECIFICATIONS SET FORTH IN SCHEDULE 1 AND MEETS OTHER ITS OBLIGATIONS UNDER THIS AGREEMENT. SERVICE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE INTENDED.

## **SCHEDULE 1**

### **Mobile Water Treatment Equipment Rental and Service Fees**

#### **Mobile Water Services Proposal No. 2019-0523-MAR-R1**

**Dated**

**JUNE 27, 2019**

## **SCHEDULE 2**

### **Field Service Policy (Optional Service Contract)**

The current straight time service rates for a Veolia Water Technologies Field Services Representatives are listed in Schedule 1. These rates apply to all Veolia Water Technologies personnel.

The straight time rates apply to work performed for a standard 8-hour work day between the hours of 7AM and 7PM local time and during a normal work week. Work performed in excess of 8 hours shall be billed hourly at 1.5 times the straight time rate. Work performed on a Saturday shall be billed at 1.5 times the straight daily rate. Work performed on a Sunday or a Veolia Water Technologies' designated holiday shall be billed at two (2) times the straight daily rate. Performance of overtime work shall be at the sole discretion of Veolia Water Technologies and the Field Services Representative.

If through no fault of Veolia Water Technologies, the Customer removes the Veolia Water Technologies' employee from the jobsite prior to working 8 hours in a day; a full eight hours will be charged.

The Field Services Representative will submit daily time sheets for approval by the Customer. The Customer approved time sheets will be submitted with invoices and will be final and approved for payment.

The rates quoted are current as of the date of this proposal and are subject to change without notice. Except in cases where Field Services have been quoted in this proposal, all field services provided will be invoiced at the rates in effect when the services are performed.

The Customer is billed for all travel and living expenses, and travel time as listed in Schedule 1.

Where a set amount of time for field service has been quoted in the proposal, the quoted price includes the service time, travel time, travel and living expenses. If additional time beyond the

quoted amount of time is required due to no fault or delay by Veolia Water Technologies then the customer shall be billed for the additional service time, travel, and living expenses.

All Mobile Water Treatment Equipment must be completely installed in accordance with the written instructions (pre-commission checklist) to be provided by Veolia Water Technologies and ready for start up and commissioning prior to the scheduled arrival of the Field Services Representative. If upon arrival, the Field Services Representative determines that the Mobile Water Treatment Equipment is not ready for start up and commissioning, then the Customer will be billed for the on-site time, travel time, travel and living expenses and the service work will have to be rescheduled through the Start Up/Commissioning Service Manager.

The Field Services Representative will be equipped with the following PPE - hard hat, safety glasses, and safety shoes/boots. Any additional safety equipment required for work on site shall be provided by the customer to the Field Representative at no charge. Mandatory, site specific safety training of the Field Services Representative shall be billed to the customer at the service rates. The Field Services Representative has the right to refuse to work under any conditions or in any environment that the Field Services Representative deems to be unsafe. The Services Field Representative will be supplied with their own standard hand tools. Heavy machinery, where required, is to be provided by the customer at no charge.

Veolia Water Technologies is a non-union company and its field services personnel will be non-union. These personnel must be allowed to perform minor, incidental tasks that would otherwise be performed by trades (electrician, millwrights, pipe fitters, etc.). Delays due to adherence to union work rules on site, beyond the set amount of time quoted, where applicable, may result in a price adjustment.

**EXHIBIT B**  
**Subcontractors/Sub consultants**

**Below is a list of approved subcontractors/sub consultants:**

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**OR**

**There are no approved subcontractors or sub consultants.**



June 27, 2019

## Mobile Water Services Proposal No. 2019-0523-MAR-R1

For: Ms. Karen Latimer  
City of Marysville  
80 Columbia Avenue  
Marysville, WA 98270

Re: Tertiary Clarification  
Temporary Lagoon Effluent Treatment for Upflow Sand Filter Pretreatment

By: Michael A. Reyes  
National Sales Manager - Mobile Water Services  
945 S. Brown School Road  
Vandalia, OH 45377  
704-650-0881  
[michael.reyes@veolia.com](mailto:michael.reyes@veolia.com)  
**WATER TECHNOLOGIES**



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[www.veoliawatertech.com](http://www.veoliawatertech.com)

Item 9 - 21

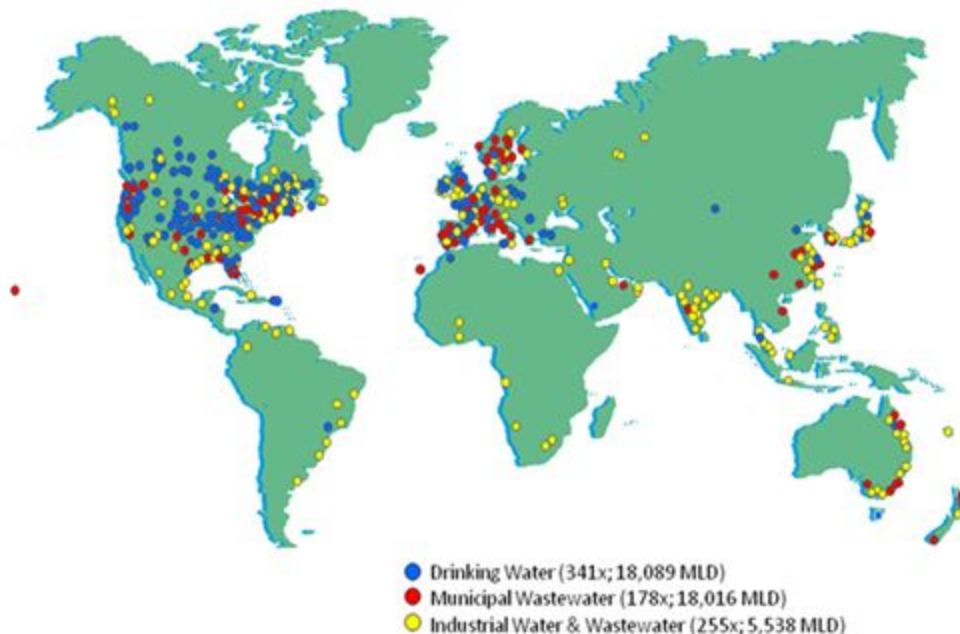
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## EXECUTIVE SUMMARY

Thank you for the opportunity to propose mobile water services to provide temporary treatment of your lagoon effluent for pretreatment of your upflow sand filters. We understand the current suspended solids loading is problematic to your filters. This proposal outlines our scope of work including our mobile Actiflo® TURBO ballasted clarification process for a **3 month contract**.

As the world's largest provider of water and environmental services, we are dedicated at providing innovative technologies focused on delivering solutions to our customers. Veolia develops and owns the patented Actiflo® TURBO technology, which is a high-rate ballasted clarification process. We have deployed over 1000 Actiflo installations globally for over 25 years. Actiflo applications have included clarification, softening, and / or metals removal of surface waters, well waters, wastewaters, and combined sewer overflow. In addition to the permanent installations around the globe, Veolia's Mobile Water Services (MWS) has deployed and operated a variety of services with Actiflo for all these applications mentioned. Veolia's portfolio and capabilities includes various business delivery models and technologies (physical - chemical, biological, and sludge management technologies), which those experiences we bring to support this temporary clarification project. The following is the global map of 1000+ Actiflo installations and application types.



Please let me know if you have any further questions at this time or how else we may support and expedite this process. We invite you to learn more about our mobile water clarification services at <http://www.veoliawatertech.com/our-expertise/mobile-water-treatment/>.



## DESIGN BASIS

- **ACTIFLO Clarifier Influent**

<input type="checkbox"/>	TSS	180 mg/l peak, 90 mg/l average
<input type="checkbox"/>	Oil & Grease	< 5 mg/l
<input type="checkbox"/>	pH	7.0 - 8.5 S.U.
<input type="checkbox"/>	Particles	< 1/4"
<input type="checkbox"/>	Temp	60 - 90 °F
<input type="checkbox"/>	Conductivity	< 500 µS
<input type="checkbox"/>	Chlorides	< 100 mg/l
<input type="checkbox"/>	Influent	20 - 40 psig
<input type="checkbox"/>	Flow	3.6 MGD peak, 3.0 MGD average

- **ACTIFLO Clarifier Effluent**

<input type="checkbox"/>	TSS Concentration	< 45 mg/l weekly average, < 30 mg/l monthly average
<input type="checkbox"/>	TSS Mass	< 2477 lbs/day weekly average, < 1651 lbs/day monthly average

- **Service Water** - Each mobile needs approximately 6 - 8 GPM per hydrocyclone (2 per trailer), 1 - 3 GPM as polymer post dilution, and 10 GPM (batch wise) to make down dry polymer

<input type="checkbox"/>	Pressure	60 - 80 psig
<input type="checkbox"/>	Temp	60 - 90 °F
<input type="checkbox"/>	pH	6.0 - 8.0 S.U.
<input type="checkbox"/>	Turbidity	< 1 NTU
<input type="checkbox"/>	Hardness	< 300 mg/l as CaCO <sub>3</sub>
<input type="checkbox"/>	Conductivity	< 1000 µS
<input type="checkbox"/>	Particles	< 100 microns
<input type="checkbox"/>	Bivalent Ions	< 1 mg/l (total)
<input type="checkbox"/>	Oxidants	< 0.5 mg/l (total)
<input type="checkbox"/>	H <sub>2</sub> S	< 0.01 mg/l
<input type="checkbox"/>	Bacteria	0 CFU
<input type="checkbox"/>	Total Chlorine	< 1.0 mg/l



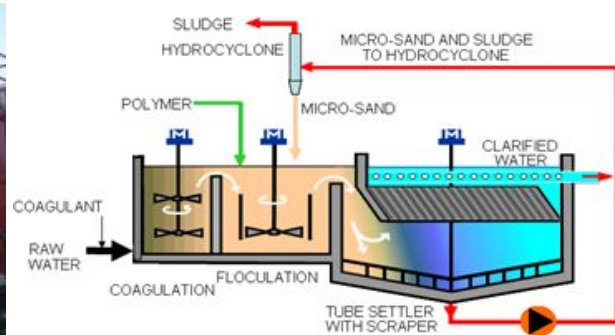
## CLARIFICATIONS

1. There are no client RFP documents or specifications that are factored into this proposal.
2. Use of Hydrex™ chemicals and supervised operations for performance guarantees.
3. Others will be responsible for operating ACTIFLO as recommended by VEOLIA.
4. VEOLIA recommends a bypass line on the ACTIFLO effluent to facilitate system startup(s).
5. Approximately 1 time per month, we recommend draining down the settling tank, visually watch scraper revolution (viewing from the grating), and low pressure wash down the lamella pack. This will require an approximately 1 hour downtime.
6. Overall available uptime is 98% or better.
7. It will be the responsibility of others to obtain any applicable permits and operator licenses. VEOLIA personnel are not licensed wastewater plant operators
8. Sludge wasting, via hydrocyclone overflow is approximately 60 GPM per hydrocyclone; high flow and/or high solids application will utilize both hydrocyclones.
9. Influent flow provide needs to be in excess of effluent desired in order to account to the sludge wasting.
10. It is assumed ACTIFLO clarified water effluent can gravity flow to a lower sump.
11. ACTIFLO sludge and gravity will drain via gravity sump or tank by others.
12. Client will provide appropriate stairs / decking
13. ACTIFLO is suitable for TSS and algae removal within the design guidelines provided; however, a sunshade and periodic biocide treatment may be required to mitigate algae growth in ACTIFLO such as the effluent laundry.





## MOBILE ACTIFLO® FOR TURBIDITY & SUSPENDED SOLIDS REDUCTION



- ❑ Actiflo® Turbo ACP2-40M – High Rate Sand Ballasted Packaged Clarifier
- ❑ Water Clarification, Suspended Solids & Metals Removal, and Cold Lime Softening
- ❑ River Water Clarification in excess of 1200 GPM
- ❑ Mobile Platform: Single Drop, Flat Bed; 48'L x 8.5'W x 13.5'H (19' to top of piping)
- ❑ Patented Turbomix® draft tube for enhanced flocculation
- ❑ Flocculant / dry polymer make-down and feed system with water heater
- ❑ Insulated and environmentally controlled container housing controls, polymer system, and lab sink
- ❑ NEMA 4X AB Compact Logix PLC with HMI
- ❑ Typical Connections (150 lb. Flange or Camlock)
  - ❑ Raw Water Inlet.....10" at 25 psig
  - ❑ Service (potable) Water Inlet.... .Various
  - ❑ Clarified Water Outlet.....14" at 9' head
  - ❑ Sludge Outlet.....One to two 3" at 9' head
- ❑ Power Requirement: 480 VAC/3 Phase/100 AMP
- ❑ Weight (approx): 45,000 lbs. dry / 135,000 lbs. wet





## SCOPE OF SUPPLY

### Rental Equipment

- Actiflo® Turbo Clarifier Trailer w/ flocculant prep and feed system

### Commissioning/Decommissioning

#### Preparation

- Preparing the mobile for transit & long haul tractor coordination

#### Set-up; Supervision & Technical Assistance with

- Placement and leveling of mobile
- Mechanical and electrical connections
- Stairs to CONEX
- Non-caged ladder to top deck and top deck railing
- Movement and placement of ship loose items
- Hydrocyclones & overflow vents
- Inlet spool piece; flow meter, automatic valve
- Effluent spool piece (if included)
- Filling tanks with service water and verification of motors and instrumentation
- Loading of micro-sand

#### Start-up & Commissioning

- Training to customer personnel of operations, controls, and log sheet documentation
- Initial operations assistance & optimization (based on budget allowance)

#### Clean up; Supervision & Technical Assistance with

- Removal of liquids, solids, chemicals, media, and other materials associated with the mobile (vac truck services by others)
- Final wash down of mobile (pressure washing (if applicable) by others)

#### Pack up; Supervision & Technical Assistance with

- Movement and placement of ship loose items
- Mechanical and electrical connections

### Notes:

- It is the responsibility of the site to provide/hire the mechanical and electrical trades where applicable.



## COMMERCIAL OFFER

	Qty	Unit Price	Total
<b>Commissioning/Decommissioning 2 trailers, including</b> <ul style="list-style-type: none"> <li>Travel and living expenses to have one personnel onsite up to 8 hours per day for the 1st 20 days rental is onsite.</li> <li>Travel and living expenses to have one personnel onsite up to 8 hours per day for the last 4 days rental is onsite.</li> </ul>	1	\$68,500	\$68,500
<b>Rental Equipment - 3 month contract</b> <ul style="list-style-type: none"> <li>2 ACTIFLO trailers</li> </ul>	3 months	\$35,000 / month / unit (total, 2 units)	\$210,000
<b>Hydrex™ Microsand</b> <ul style="list-style-type: none"> <li>Estimates (1000 lbs. Initial load, then 15 lb/day/hydrocyclone)</li> </ul>	4 pallets	\$880 / pallet (40 x 50 lbs bags), FOB jobsite	\$3,520
<b>Hydrex Flocculant - Option No. 1</b> <ul style="list-style-type: none"> <li>6331 - Cationic, 55 lb. bags</li> </ul>	18 bags (1st fill)	\$4.95 / lb. (18 bags minimum for FOB jobsite)	\$4,900.50
<b>Hydrex Flocculant - Option No. 2</b> <ul style="list-style-type: none"> <li>6161 - Anionic, 55 lb. bags</li> </ul>	18 bags (1st fill)	\$3.95 / lb. (18 bags minimum for FOB jobsite)	\$3,910.50
<b>Supervision / Project Manager</b> <ul style="list-style-type: none"> <li>Onsite &amp; travel time beyond budgeted               <ul style="list-style-type: none"> <li>(rate subject to annual CPI index increases)</li> </ul> </li> </ul>	As needed	\$145 / hr meals per diem travel & living expense at cost +15%	TBD

The rental does not include freight, consumables, operations, and other items and services listed as by others and/or priced separately.

- VEOLIA will need to have receipt of the following to secure assets and begin project execution:
  - Fully funded PO(s)
  - Signed VEOLIA Mobile Services Agreement (T&Cs)
  - Security deposit equal to 1 month rent
  - Commissioning/Decommissioning Fee
- 1st month rent will be invoiced PO acceptance
- Rental period includes transit time
- Hydrex™ and consumables will be billed at shipment
- All invoices will be net 30 days



- ❑ All prices are in US dollars and are budgetary
- ❑ Freight will be billed at cost plus 15%
- ❑ Additional onsite beyond above is available per the Veolia Field Services Policy
- ❑ Chemical prices subject to market fluctuations

We currently estimate ACTIFLO shipment from our yard in Houston approximately 2 - 3 business days for the 1st trailer, and 5 - 7 business days for the 2nd trailer after receipt of PO, signed rental agreement, and initial funds.

- Microsand is typically a 2 week lead time, except delivery of first fill is 1 week.
- Dry flocculant is 4 - 6 week lead time, except delivery of first fill is 1 week.

In the mobile market with its inherent supply and demand volatility, availability, lead times, and prices are subject to change outside of contracted rental periods. We will do our best to have open lines of communication in such matters.



## BY OTHERS / RESPONSIBILITY OF SITE

1. Coagulant and pH (acid/caustic) feed and control systems
2. Sludge handling, sludge dewatering, and disposal
3. Utilities such as electricity, service / potable water, heating
4. Consumables
5. Tie point connections to mobile and/or ship loose equipment and
6. Interconnecting piping and electrical between mobiles, and satellite equipment
7. PLC modifications or customization
8. Analytical or laboratory testing
9. Pumps and collection tanks for feedwater, clarified water, or waste stream forwarding
10. Freeze protection (if needed); insulation and heat tracing of interconnecting hoses/piping. Any additional weatherproof / heated enclosures of mobiles.
11. All construction work associated with installation. This includes, but is not limited to civil, structural, foundation, buildings, mechanical, and electrical, site preparation, roadways, final grading / landscaping, disposal of excavated materials, rigging, scaffolding, stairs, tow motor, forklift, ancillary power generation, and plant air supply
12. Suitable site to set up the equipment. The site needs to be level and able to support the weight of the mobile plants and any other equipment necessary for their operation or maintenance
13. Permits
14. Safety showers, eyewash stations and water for such
15. Disposal of the remaining volumes of sand, chemicals, and sludge at demobilization (return is not available for unused products)
16. Ensure the proper chemical storage, containment, safety and temperature control of onsite chemicals and consumables
17. Sales taxes, goods and service tax, duties, tariffs, import/export fees/duties and freight
18. Inlet strainer if necessary to prevent particles ¼” and larger from entering system
19. Replacement spare parts outside of “normal wear and tear”
20. Air (for AOD pumps if applicable)
21. Supply of fork truck and/or tow motor to offload/setup equipment and move around consumables
22. Containment (spill) mats for equipment and chemical feed as required by site
23. Relocation / re-mobilization of equipment within facility
24. Portable toilets
25. Caged ladders
26. Check valves to from trailer where needed

We are open to discuss which items not yet budgeted. VEOLIA can provide and/or assist with support/supervision at cost plus if desired.



## **PROPRIETARY NOTICE**

This proposal contains information and intellectual property that belongs to VEOLIA. The information, concepts and data contained in this proposal shall not be disclosed except for the express purpose of bid evaluation and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If a contract is awarded to Veolia as a result of or in connection with the submission of this data, Buyer shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit Buyer's right to use information contained in this proposal if it is obtained from another source without restriction

## **END OF DOCUMENT**

**Professional Services Agreement Cost Breakdown**  
**Pilot Process - Removal of Total Suspended Solids at Wastewater Treatment Plant**

	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
Commissioning/Decommissioning	1	each	68,500.00	68,500.00
Rental Equipment - 2 trailers	4	month	70,000.00	280,000.00
Hydrex Microsand	5	pallet	880.00	4,400.00
Hydrex Flocculant - Option No. 1	55	bag	272.25	14,973.75
Hydrex Flocculant - Option No. 2	82	bag	217.25	17,814.50
Supervision/Project Management	1	each	10,000.00	10,000.00
Freight	1	each	22,000.00	<u>22,000.00</u>
Subtotal				417,688.25
Sales Tax @ 9.3%				38,845.01
<b>TOTAL PILOT COST</b>				<b>456,533.26</b>