

**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND SUEZ WTS SERVICES USA, INC.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Suez WTS Services USA, Inc. a VIRGINIA CORPORATION ("Contractor" or "SUEZ").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings,

reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to as described and with approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the City of the fact. The Parties shall proceed in accordance with the changes and extra work provisions of this Agreement. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause,

terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately Above.
13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to third party property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in

any manner arising out of, incident to, related to, in connection with or arising from any negligent or willful misconduct, of Contractor's while in performance or work hereunder (including any of its officers, agents, employees, Subcontractors), or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees but only in regard to its General and Automobile Liability Insurance and but only to the extent of liabilities falling within Seller's indemnity obligations under this Agreement.
- 15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
 - 16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
 - 17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
 - a. Acknowledgement. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar

week. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

- b. Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.

- 18. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or

net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. [Deleted.]
26. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
31. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. Contractor warrants that the Equipment shall conform to any specifications set out in this Agreement and shall be free from defects in material and workmanship; and that the Services shall be performed with the degree of skill which can reasonably be expected from a Contractor engaged in a comparable business and providing comparable services under comparable circumstances. Unless otherwise expressly provided in this Agreement, the foregoing warranties are valid: (a) for chemicals and Services, for 6 months from their date of delivery or the provision of Services; (b) for consumables, including Filters and Membranes, 12 months from their date of delivery, Contractor's warranty does not cover the results of improper handling, storage, installation, commissioning, operation or maintenance of the Equipment by City or third parties, repairs or alterations made by City without Contractor's written consent, influent water which does not comply with agreed parameters, or fair wear and tear. Contractor's sole responsibility and City's exclusive remedy arising out of or relating to the Equipment or Services or any breach of these warranties is limited to repair at Contractor's facilities or (at Contractor's option) replacement of defective items of Equipment, and re-performance of defective Services. The foregoing warranties and remedies 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.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents

that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.

35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.
36. Excusable Delays. Contractor 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 Contractor, 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 City or City's suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. If Contractor is delayed by any acts (or omissions) of City, or by the prerequisite work of City's other contractors or suppliers, Contractor shall be entitled to an equitable adjustment in schedule, price and/or performance, as applicable.
37. Title and Risk of Loss. Title and risk of loss to the Equipment shall be transferred from Contractor to City upon delivery in accordance with this Agreement. Title and risk of loss to the Services shall pass as they are performed.
38. Limitations on Liability. Except for Contractor's indemnity obligations for injury including death to persons, and 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 Contractor 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 greater of (i) the total price paid by City under this agreement or (ii) (n the case of an agreement for services with a term of more than one year of the annual price payable by city under this agreement or (iii) \$50,000.00;
 - (b) in no event shall either party 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 city's customers for such damages, or for any special, consequential, incidental, indirect, punitive or exemplary damages.
39. Termination for Cause. This Agreement and any performance pursuant to it may be terminated or suspended by either Party, , 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 City for cause. City shall pay to Contractor amounts for all Services performed and equipment or materials provided before the effective date of termination that are not in dispute.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 18th day of August, 2020.

CITY OF REDONDO BEACH

SUEZ WTS SERVICES USA, INC.

William C. Brand, Mayor

DocuSigned by:
Michael Cone
By: _____
Name: Mike Cone
Title: Commercial Engineering Leader

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONTRACTOR'S DUTIES

Contractor/SUEZ shall provide mobile water conditioning equipment and maintenance for the equipment at Fire Station 1 located at 401 S. Broadway, Redondo Beach as follows:

Technical & Engineering Details

Basis of Design

The design is based on the following water design values from City Surface to be used for Home & Light Commercial.

Influent Water Quality

The design solution is based on the values below. All values are as mg/l as ion unless otherwise stated.

Cations		Anions		Other	
Calcium Total hardness as CaCO ₃ , ppm	N/R	Alkalinity, "M", as CaCO ₃	N/R	Total Dissolved Solids (TDS)	345

Source of Test and Date	On Site, N/R
Feed Water Source	City Surface

Notes:

1. N/R = data for this parameter has not been reported, and will be assumed to be 0 (zero)
2. Parameters marked with an asterisk have been assumed. Please confirm these values.
3. BTEX = benzene, toluene, ethyl benzene, and xylene.

Influent Water Flow Data

Flow rate, pressure and temperature required at inlet to the equipment.

* Pressure must be measured under flowing conditions at the inlet to the SUEZ equipment.

Product Water Quality and Flow Data

The following performance parameters are expected upon equipment start-up, based on the data listed in the influent quality table and design sections above.

Total Dissolved Solids (TDS), ppm	8
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Influent Water Variability

In the event that the influent water exceeds the specifications used in engineering this project or the water source changes, the ability of the water treatment system to produce the designed treated water quality and/or quantity may be impaired. If influent water is provided to the system, which does not meet the specifications shown above, and the equipment therefore does not meet the listed product water characteristics, SUEZ shall endeavor to restore the full product water quality as soon as possible after the influent conditions have been restored. Any additional costs incurred by SUEZ resulting from a change in influent conditions, including, but not limited to any repair and replacement of damaged equipment and any additional costs incurred, shall be fully reimbursed to SUEZ.

Operational Basis

Hours per day of operation	20
Days per year of operation	355

Down time for routine maintenance such as membrane cleaning, cartridge filter change outs, and pump maintenance must be allowed. All planned maintenance outages will be discussed with City and shall be scheduled to have minimal impact on site requirements.

Waste Water Streams

The following streams are waste lines that will derive from the proposed equipment. City must dispose of all these streams and provide the required connections to drain as specified in Scope of Supply section. Connection details of each line can be found in the Scope of Supply section where the specification for each supplied unit is detailed.

Capacity Throughput

The quantity of water the equipment will make before exhaustion is dependent on the quality of the influent water it has to treat. Based upon Influent Water Quality specified in the table above, the run length of 1.6 MB each (Mixed bed) is expected to be 634 gals. approximate. But does vary due to free flowing water.

Once a unit has exhausted, it is returned to the Service Centre where the regenerations are done externally, so chemicals or regenerant waste to handle do not need to be handled on site. In order to provide a continuous supply, a fresh unit may be delivered before the initial one has exhausted, should it be required.

Chemical Consumption Estimation

The chemicals and the containment have to be provided by City, a quotation to provide them can be provided by SUEZ separately if required. These volumes are an

estimation only and will vary with changes to influent water quality. SUEZ recommends using Biomate MDC881E for RO sanitization

Preservative Chemicals

Please note that the RO membranes will be preserved in a solution of 1% sodium metabisulfite (NaHSO_3 , abbreviated SMBS). This solution will need to be rinsed and disposed of before the RO unit can start operating. The approximate total volume to dispose is $\sim 20 \text{ m}^3$. In addition, RO units may also contain a 30% solution of propylene glycol in order to prevent freezing during over the road travel in winter months.

In case the RO unit needs to shut down while on the City's site, the RO membranes will need to be preserved in a new solution of 1% sodium metabisulfite, and if the unit needs to be re-started, the preservation solution will need to be rinsed and disposed of.

The SMBS will be provided by SUEZ and two (2) x 25 kg bags of this chemical will be loaded inside the RO unit.

Prior to shipment, the UF modules are filled with a preservative solution of 50% glycerin that protects the membrane fibers until they are ready for use. After the modules have been installed, this solution must be completely flushed from the modules before production can begin. The flushing procedure will create a byproduct permeate with a high TOC content that is unsuitable for normal discharge into the environment (example: down a drain connected to a municipal sewer system). As a result, when flushing a newly installed module, all permeate must be directed to a suitable container that can then be sent for proper disposal.

UF membranes that are to be taken offline for longer than two days must be preserved in order to prevent biological growth within the modules. For storage periods of up to approximately 1 week, filling the modules with water containing sodium hypochlorite at a minimum residual concentration of 1-2 mg/L is adequate (modules have a maximum chlorine tolerance of 1,000 mg/L). For storage periods longer than 1 week, a residual sodium hypochlorite concentration of 15 mg/L is required.

Equipment Availability

SUEZ requires a two (2) week period notice from a technically and commercially clean order to prepare the equipment proposed in the Scope of Supply section prior to dispatching it to City site. SUEZ will however endeavor to expedite this.

Spot Free System

Model	Challenger
Part Number	3126693

System Information

Description	Spot-Free Cart System, Electric
Product Flow	2 gpm
System Operating Pressure	800 psi
Pump Motor Power	2 HP
Feed Water Filter	80 mesh feed filter
Frame	1.5" powder coated tubular frame

Installation Requirements

System Dimensions (L X W X H)	40 in, 32 in, 48 in
Shipping Weight	315 lbs

Features Included

- 100 ft sleeved high pressure hose
- Manual rewind
- Thermal overload pump protection
- Flexible spray wand with nozzle protector
- Foam filled 2800 lb capacity wheels with brakes

SDI Columns

Model	MB Column - 1.6 cf
Part Number	
Application / Media Type	Mixed Bed DI

Design Data

Minimum Flow	1 gpm
Peak Flow	5 gpm
Minimum Pressure Drop	2 psi
Peak Pressure Drop	10 psi
Operating Temperature	34-120 F
Minimum Inlet Pressure	15-100 psi

Materials of Construction

Tank Exterior	FRP
Tank Interior	Thermoplastic

Installation and Utility Requirements

Vessel Dimensions (HxD)	10" dia x 42" H
Service Inlet Connection	3/4" camlock
Service Outlet Connection	3/4" camlock

Shipping Weight Estimate	125 lbs
Operating Weight Estimate	200 lbs

Features Included

Easy portability - hand cart
Highly Versatile
Compact

Warranties. SUEZ warrants that the Equipment shall conform to any specifications set out in this Agreement and shall be free from defects in material and workmanship; and that the Services shall be performed with the degree of skill which can reasonably be expected from SUEZ engaged in a comparable business and providing comparable services under comparable circumstances. Unless otherwise expressly provided in this Agreement, the foregoing warranties are valid:

- a. for chemicals and Services, for 6 months from their date of delivery or the provision of Services;
- b. for consumables, including Filters and Membranes, 12 months from their date of delivery,

SUEZ's warranty does not cover the results of improper handling, storage, installation, commissioning, operation or maintenance of the Equipment by CITY or third parties, repairs or alterations made by CITY without SUEZ's written consent, influent water which does not comply with agreed parameters, or fair wear and tear.

CITY's Responsibilities. Unless otherwise stipulated in this Agreement, the unloading, handling, storage and installation of the Equipment shall be the responsibility of the CITY. CITY must operate and maintain the Equipment in accordance with SUEZ's operations and maintenance manuals or where such manuals are silent, in accordance with generally accepted industry practice. SUEZ will not control the actual operation of either CITY's systems or the Equipment at the Site. In regard to delivery of chemicals to CITY, Semi-bulk containers (SBCs) owned by SUEZ shall be used only for the storage of Goods approved by SUEZ and CITY shall return to SUEZ all SBCs owned by the SUEZ in an "empty" condition, as defined by appropriate transport or environmental regulations. Title to, and risk and ownership of, all equipment, product containers (e.g., pails, drums, recyclable intermediate bulk containers "IBC"), and tanks supplied to CITY shall pass to CITY as provided for in Section 3 of this Agreement, except that returnable SBCs shall remain property of SUEZ, unless otherwise stated in SUEZ's documentation.

Hazardous Materials and Wastes. In the event that SUEZ 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 the Site, other than Hazardous Materials introduced by SUEZ or that are otherwise the express responsibility of SUEZ under this Agreement, CITY shall immediately take whatever precautions are required to legally eliminate such Hazardous Materials so that the SUEZ's work under this Agreement may safely proceed. At no time shall SUEZ be deemed to have taken title to or the responsibility for the disposal of any wastes, Hazardous Materials, influent water, any resultant product streams, wastewater streams, cleaning materials, or any other materials or substances processed by the Equipment or otherwise located at the Job Site or the Project Site. SUEZ does not take responsibility for and hereby expressly disclaims responsibility for the characterization of wastes, Hazardous Materials, or for the identification or selection of disposal facilities for any wastes.

Use of SUEZ's Rental Equipment. Although rental equipment will be utilized at CITY's site, CITY acknowledges that SUEZ shall retain beneficial ownership of the equipment. SUEZ reserves the right to file a UCC-1 security form on all SUEZ-owned equipment and products and a mechanic's lien on any labor performed by SUEZ if deemed necessary to ensure payment. CITY shall keep SUEZ's equipment free and clear of any liens. Upon expiration or termination of this Agreement SUEZ shall have the right to disconnect and remove any leased equipment and associated materials.

CITY acknowledges that SUEZ's equipment is designed for specific applications and processes and therefore may not be relocated or altered in any way without the expressed, written consent of the SUEZ. CITY is responsible for any loss or damage to SUEZ's equipment including but not limited to, theft, physical damage, operational impairment caused by lack of proper maintenance or operation outside manufacturer's or SUEZ's operating specifications, and deterioration or contamination from exposure to fumes or substances. CITY shall be solely responsible for any and all costs to test, decontaminate or dispose of and replace any of SUEZ's equipment or ion exchange resins contaminated by exposure to any process or application containing any Federal, DOT, or State listed hazardous waste or a characteristic hazardous waste. Upon request CITY shall certify to SUEZ, by means of a completed and signed Resin Process Profile form, the conditions under which all ion exchange resins will be operated.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall commence August 18, 2020 and expire August 17, 2023 ("Term"), unless otherwise terminated as herein provided. This Agreement may be terminated by either Party by providing 30 days written notice to the other party.

EXHIBIT "C"

COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

1. AMOUNT.

Pricing for the proposed equipment, consumables, and / or services is summarized in the table below. All pricing is based on the operating conditions and influent water analysis that are detailed in the Technical & Engineering Details contained in Exhibit A.

Equipment Rental (Once a Month Charge)

Qty	Description	Part #	Price	Units	Extended
1	SDI Spot Free System (Challenger)	30000626	\$130.00	per month	\$130.00
4	SDI Column (MB Column - 1.6 cf)	BMS100113 9	\$6.00	per month	\$24.00
					\$154.00

Tank Exchange Service Charge(s)(Every-time tanks are exchange)

4	SDI Column (MB Column - 1.6 cf)	30000115	\$48.00	each	\$192.00
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Setup Cost:	Initial	\$346.00
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Field Service (for emergency or non-scheduled service requests)

Standard (ST)	M-F, 7:30A-3:30P	\$99.00
Overtime (OT)	M-F, 3:30P-7:30A, Saturdays	\$148.50
Double Time (DT)	Sundays, Holidays, or after 8 hrs ST plus 4 hrs OT	\$198.00

Freight

DDP - freight charges included in exchange or service price.

Field Service Coverage

The Field Service Representative(s) (FSR) will work on site in accordance with local working time regulations. The FSR will manage their time such that they can respond to required callouts within their allowable working time. If, however they are unable to complete all the required tasks within the allocated time then additional FSR cover may be required at a cost to City.

City will submit a Purchase Order for the initial order entry and product delivery. The purchase order shall contain Proposal Number 8078, dated 05/04/20, version 1, the quantity of units of measure, unit price and total price as stated in the pricing table above, delivery location and requested delivery date. All further payments shall be made pursuant to the process outlined in Section Two below.

2. **METHOD OF PAYMENT.** Contractor shall provide invoices indicating the services and tasks performed during the prior month to City for approval and payment. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
3. **SCHEDULE FOR PAYMENT.** 30 days in arrears.

Checks – all remittance details for payment, including invoice numbers and amounts, shall be sent to the following lockbox:

SUEZ WTS Services USA, Inc.
P.O. Box 742132
Los Angeles, CA 90074-2132

EFT – all remittance details for payments, including invoice numbers and amounts, shall be sent to suezremittance_nam@finance-suez.com and include customer name and remit to total in the email subject line.

Additionally, please inform SUEZ at csc.sdi.contracts@suez.com for any of the following important changes:

- Name, address, or contact information changes for your business
- Tax status changes, along with any relevant supporting forms
- Changes to how invoices are received, including location, method, and instructions

4. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor

SUEZ WTS Services USA, Inc.
7777 Industry Avenue
Pico Rivera, Ca 90660
Steven.flores@suez.com

City

Redondo Beach Fire Department
401 S. Broadway
Redondo Beach, CA 90277

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy. Contractor agrees to extend its existing general liability insurance coverage to Customer, but only in respect of work performed by or on behalf of the named insured, Contractor and only to the extent that the additional insured is held liable for the negligence or other culpability of Contractor. Coverage under Contractor's policy does not extend to liability arising out of the additional insured's own negligence.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this

Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.