

PROPOSAL AND CONTRACT

TO: Riviera Beach WTP
Riviera Beach, FL
C/O Moss Kelley
Ben Mc Dorman

Proposal No.: S1212192R1

Date: December 12, 2019

For: Rotor Drive Retrofit for One #23 NS Accelator
Provided on IDI Contract 81660 Unit # 3

(hereinafter referred to as "Purchaser")

Infilco Degremont Inc (hereinafter referred to as "IDI") offers to furnish the following described materials and equipment ("Products") and/or services at the prices ("Purchase Price") stated herein and in accordance with the Conditions of Sale and other provisions contained or referenced herein. This Proposal shall remain in effect for 60 days from the date hereoff. After such date, pricing is subject to the Producer Price Index, calculated from the original proposal/bid date. The Purchase Price is based upon only the Conditions of Sale and other provisions specifically contained or referenced herein. Purchaser's acceptance of this Purchase Price, whether by issuance of a purchase order or otherwise, or acceptance of delivery of the Products and/or services furnished hereunder, shall be considered acceptance by the Purchaser of all the Conditions of Sale and other provisions contained or referenced herein, notwithstanding any statement in Purchaser's acceptance or order to the contrary. IDI hereby objects to and rejects any proposal by Purchaser to modify, amend, limit, add to or delete any of the Conditions of Sale or other provisions contained or referenced herein unless expressly accepted in writing by IDI.

This Proposal and any resulting contract shall be referred to hereinafter as "this Contract".

Rotor Drive Retrofit for One #23 NS Accelator Provided on IDI Contract 81660

SUEZ Sales Representative

MOSS-KELLEY, INC.

210 University Drive
Suite 500
Coral Springs, FL 33071

SCOPE OF SUPPLY

Rotor Drive Retrofit for One #23 NS Accelator Provided on IDI Contract 81660, Includes:

- (1) VFD rated motor, 20 HP
- (1) Gearbox with factory mounted coupling & keeper plate
- (1) Custom designed base plate
- Submittals
- Supplemental Operation & Maintenance Manual
- Freight via common carrier
- Custom Drive Shaft to Match Drive
- Hardware for Drive Shaft to Coupling
- 1 Day Field Service on Site for Inspection of Installation, Start Up
- Certificate of Satisfactory Installation

Notes & Exceptions

- Proper unloading, dry indoor storage and installation is by others
- Removal and disposal of existing reducer & motor is by others
- VFD and associated wiring, mounting & hardware are by others.
- Voltage must be confirmed prior to engineering

SUEZ CONDITIONS OF SALE

1. **ENTIRE AGREEMENT.** The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract (the "Contract") for the sale of equipment or services (hereinafter referred to as "Equipment") Purchaser, and supersedes the terms and conditions of any request for proposal or request for quotations, specifications, quotations, purchase orders, correspondence or communications whether written or oral between the Purchaser and SUEZ. No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on SUEZ unless made in writing and signed by an authorized representative of SUEZ. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this Contract.
2. **TAXES.** The Purchase Price does not include any state or local sales or use taxes.
3. **PAYMENT.** Payment shall be net thirty (30) days in accordance with SUEZ's proposal.
4. **RISK OF LOSS.** Risk of loss or damage to the Equipment, or any part thereof, shall pass to Purchaser upon delivery of the Equipment or part to Purchaser at the delivery point stated in SUEZ's proposal.
5. **EXCUSABLE DELAY.** SUEZ shall not be liable for any delay in performance or failure to perform due to any cause beyond SUEZ's reasonable control including, fire, flood, or any other act of God, strike or other labor difficulty, any act, instructions, directions or omission to act of any civil or military authority or of the Purchaser, Owner, or Engineer, change in laws, acts of war, any insurrection, riot, embargo, unavailability or delays in transportation or car shortages. In the event SUEZ's performance is delayed by any of the foregoing causes, SUEZ's schedule for performance shall be extended accordingly without penalty. If Purchaser's, Owner's, or Engineer's actions delay SUEZ's performance, Purchaser shall pay SUEZ any additional costs incurred by SUEZ resulting from such delay and shall also pay SUEZ's invoice for any stored Equipment, or any part thereof, as if they had been delivered in accordance with the milestone schedule.
6. **PROPRIETARY INFORMATION.** All information, plans, drawings, tracings, specifications, programs, reports, models, mock-ups, designs, calculations, schedules, technical information, data, manuals, proposals, CADD documents and other materials, including those in electronic form (collectively the "Instruments of Service") prepared and furnished by SUEZ for use solely with respect to this Project. SUEZ shall be deemed the author and owner of these Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Purchaser, Engineer, or Owner shall not use these Instruments of Service for future additions or alterations to this Project or for other projects, without the prior written agreement by SUEZ. The Instruments of Service furnished by SUEZ are proprietary to SUEZ, submitted in strict confidence and shall not be reproduced, transmitted, disclosed or used in any other manner without SUEZ's written authorization.
7. **INSPECTION BY PURCHASER.** Purchaser may inspect the Equipment at the point of manufacture, provided that such inspection is arranged and conducted so as not to unreasonably interfere with SUEZ's or the manufacturer's operations.
8. **WARRANTY OF TITLE.** SUEZ warrants and guarantees that upon payment title to all Equipment covered by any invoice submitted to Purchaser will pass to Purchaser free and clear of all liens.
9. **WARRANTY.** SUEZ warrants that its Equipment shall conform to the description contained in SUEZ's proposal and be free from defects in material and workmanship for a period of one (1) year from date its Equipment is initially placed in operation or eighteen (18) months from date its Equipment is shipped, whichever occurs first. Upon SUEZ's receipt of written notice within thirty (30) days of discovery of any defect, and a determination by SUEZ that such defect is covered under the foregoing warranty, SUEZ shall, at its option, repair or replace the defective part or parts, f.o.b. factory. This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with SUEZ's written instructions and requirements or due to accident, misuse, abuse, neglect or corrosion. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses that may be incurred with repair or replacement. SUEZ shall have no responsibility for the condition of primed or finish painted surfaces after the Equipment leaves its point of manufacture. Field touch-up of shop primed or painted surfaces are normal and shall be at Purchaser's or Owner's expense. Unless otherwise specifically provided for herein, SUEZ provides no other guarantee of product performance or process results. Correction of non-conformities in the manner and for the period of time provided above shall constitute SUEZ's sole liability and purchaser's exclusive remedy for failure of SUEZ to meet its warranty obligations, whether claims of purchaser are based in contract, tort (including negligence or strict liability), or otherwise. **THE FOREGOING WARRANTIES ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
10. **BACKCHARGES.** SUEZ shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Equipment, without SUEZ's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.
11. **LIQUIDATED DAMAGES.** Any liquidated damages clauses for failure to meet shipping or job completion promises are not acceptable or binding upon SUEZ, unless such clauses are specifically accepted in writing by an authorized representative of SUEZ at its headquarters office.

12. **LIMITATION OF LIABILITY.** Neither party shall be liable to the other party for any special, indirect, incidental, consequential or punitive damages arising from their obligations under this Contract, whether such damages are based upon breach of contract, breach of warranty, tort, strict liability or otherwise. In no event shall either party's liability to the other party exceed the purchase price of the Equipment or parts of the Equipment on which such liability is based.

13. **CANCELLATION BY PURCHASER.** If Purchaser cancels this Contract or refuses to accept delivery of the Equipment, Purchaser shall be liable to SUEZ for reasonable costs incurred by SUEZ including, cancellation charges, administrative costs, and commissions to sales representatives for all work performed or in process up to the time of cancellation or refusal to accept delivery.

14. **DEFAULT BY PURCHASER.** In the event Purchaser should breach its obligations under this Contract, SUEZ may, without prejudice to any other right or remedy it may have at law or equity, terminate this Contract or suspend performance if Purchaser fails to cure such breach within thirty (30) days of written notice. In such event, SUEZ shall be paid for all work performed prior to termination/suspension, including all costs related to the termination/suspension. If payments are not made in accordance with the terms contained herein, a service charge may, without prejudice to the right of SUEZ to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance. Purchaser shall reimburse SUEZ for all attorney's fees and costs related to collection of past due amounts.

15. **DEFAULT BY SELLER.** In the event of any default by SUEZ and prior to Purchaser terminating the work for default, Purchaser shall give written notice of default to SUEZ. SUEZ shall remedy the default to the reasonable satisfaction of the Purchaser within thirty (30) days of receipt of such written notice or, if such default cannot reasonable be remedied within such thirty (30) day period, SUEZ shall promptly begin to remedy the default within the thirty (30) day period and thereafter diligently prosecute to conclusion all acts necessary to remedy the default, in which event such default shall be deemed to be remedied.

16. **PATENT AND COPYRIGHT INFRINGEMENT.** SUEZ shall defend any action or proceeding brought against Purchaser based on any claim that the Equipment infringes any United States patent or copyright, provided the Equipment is used in the manner specified and is not modified, altered, or combined with any other equipment without SUEZ's prior written permission. Purchaser shall give prompt written notice to SUEZ of any such action or proceeding and will reasonably provide authority, information and assistance (at Purchaser's expense) in the defense of same. If Purchaser is enjoined from the operation or use of the Equipment, SUEZ shall take reasonable steps to procure the right to operate or use the Equipment. If SUEZ cannot so procure such right within a reasonable time, SUEZ shall promptly, at SUEZ's option and expense, (i) modify the Equipment so as to avoid infringement of any such patent or copyright, (ii) replace said Equipment with equipment that does not infringe or violate any such patent or copyright, or (iii) as a last resort, remove the Equipment and refund the purchase price.

17. **INDEMNITY.** To the extent and proportion of its negligence, SUEZ will indemnify and hold Purchaser harmless for any claims, damages, suits, or losses by third parties for death or bodily injury or damage to tangible property (other than to the Equipment itself) directly caused by SUEZ's performance under this Contract.

18. **GOVERNING LAW/JURISDICTION.** This Contract shall be governed by the laws of the Commonwealth of Virginia, without regard to any conflicts of law principles thereof. Any dispute that cannot be resolved amicably by the Parties shall be referred to the federal or state courts having jurisdiction over Henrico County, Virginia. The Parties irrevocably waive the right to request trial by jury.

19. **NOTICES.** Unless otherwise provided, any notices to be given hereunder shall be given in writing at the address and to the representatives mentioned in the Contract Documents and shall be deemed effectively given (i) upon personal delivery to the party to be notified, (ii) on confirmation of receipt by fax by the party to be notified, (iii) one business day after deposit with a reputable overnight courier, prepaid for overnight delivery and addressed as set forth herein, or (iv) three days after deposit with the U.S Post Office, postage prepaid, registered or certified, with return receipt requested.

20. **ASSIGNMENT/SUCCESSORSHIP.** Neither SUEZ nor Purchaser may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except that SUEZ may assign this Contract to an affiliate without consent. Any prohibited assignment shall be null and void. SUEZ and Purchaser intend that the provisions of this Contract are binding upon the parties, their employees, agents, heirs, successors and assigns.

21. **SEVERABILITY.** If any term, condition or provision of this Contract or the application thereof to any party or circumstance shall at any time or to any extent be invalid or unenforceable, then the remainder of this Contract, or the application of such term, condition or provision to parties or circumstances other than those which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

22. **NO WAIVER.** The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Contract or to exercise any right under this Contract shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

CONDITIONS OF FIELD SERVICE

If this Contract does not include Field Service or if Purchaser requires such service in addition to that included in this Contract, Purchaser may purchase from SUEZ such Field Service or technical advice during installation or start-up of the Products, in which case Purchaser agrees to pay SUEZ for Work Time, Travel Time and Standby Time based on (1) SUEZ's "per diem" rates in effect at the time the service is performed; (2) the expenses of each SUEZ employee so furnished; and (3) the terms and conditions under which such service is performed.

"PER DIEM" CHARGES FOR SERVICE

The following rates are currently in effect. They are subject to change by SUEZ and are based on the definitions below. These rates are for domestic service only. Rates for service outside the Continental United States will be quoted upon request.

Classification of Serviceman	Straight Time Rate		
Standard Service	\$1,500	Per	day
XXXXX			

TIME DEFINITIONS

(a) Work Time - shall include all hours that SUEZ service personnel are on Purchaser's job site, either working or ready for work, and shall be payable at the applicable specified rates.

(b) Travel Time - shall include the time spent by SUEZ service personnel in traveling between their customary headquarters and Purchaser's job site and in returning (including travel occurring on Saturdays, Sundays and holidays) up to a maximum of eight (8) hours chargeable time for any given one-way trip. Travel Time shall be paid for at the applicable Straight Time Rate and shall not be cumulative with Work Time in determining Overtime.

(c) Standby Time - shall include all time (excluding Work Time) that SUEZ service personnel are available for work at Purchaser's job site, whether on the job site or not, up to a maximum of eight (8) hours per day, between the hours of 7:00 a.m. and 6:00 p.m., Sunday through Saturday, including holidays if availability has been requested by Purchaser. Standby Time shall be paid for at the applicable Straight Time Rate; however, Standby Time preceded and/or followed by Work Time is cumulative in determining Overtime.

RATE DEFINITIONS

(a) Straight Time Rate - This rate shall be paid for Work Time, Standby Time or Travel Time on a regular schedule of eight (8) hours per day, Monday through Friday.

(b) Time and One-Half Rate - The rate of one and half (1-1/2) times the Straight Time Rate shall be paid for any Work Time or Standby Time in excess of eight (8) hours, but not exceeding sixteen (16) hours, per day, Monday through Friday, and for any Work Time or Standby Time on Saturdays, not to exceed sixteen (16) hours.

(c) Double Time Rate - The rate of twice the Straight Time rates shall be paid for time worked in excess of sixteen (16) hours per day, without a six (6) hour break, Monday through Saturday, and for all time worked on Sundays and holidays. Holidays shall be those observed in the locality where the work is to be performed

CHARGES FOR EXPENSES

In addition to the "Per Diem" charges above, Purchaser shall pay SUEZ for all the traveling and living expenses and all other expenses of each SUEZ employee incidental to the work.

TERMS AND CONDITIONS

(1) Notification - Purchaser shall give SUEZ at least two (2) weeks advance notice when ordering Field Service.

(2) Terms of Payment - Purchaser shall pay SUEZ immediately upon receipt of invoices covering the time and expenses of SUEZ's employees furnished for such services. OVERDUE PAYMENTS NOT RECEIVED BY SUEZ WITHIN THIRTY (30) DAYS FROM DATE OF INVOICE SHALL BE SUBJECT TO FINANCE CHARGES AT THE RATE OF ONE AND ONE-HALF PERCENT (1-1/2%) PER MONTH.

(3) Time Sheets - SUEZ employees shall present Purchaser at the end of each week or at the completion of the job if less than one (1) week, appropriate documents on which shall be indicated the number of hours spent and the estimated expense incurred on this work. Purchaser shall sign these documents in the place indicated, thus signifying approval of the time spent and estimated expense incurred on this work.

(4) Delays - If the work of an SUEZ employee is postponed or suspended by Purchaser, or is delayed or does not proceed with reasonable dispatch, due to no fault of SUEZ, SUEZ may withdraw such employee and return a serviceman to the job when needed and available; and any additional costs (including Travel Time and expenses) incurred by SUEZ because of this shall be an additional charge to Purchaser.

(5) Limitation of Liability - SUEZ in providing any Field Service hereunder, shall do so in an advisory capacity only and shall not be held responsible in any way for the acts, workmanship or omissions of the employees, contractors, sub-contractors or agents of Purchaser. SUEZ SHALL NOT BE LIABLE IN ANY EVENT FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE

