

SUEZ Water Environmental Services Inc. Randall Dias

10-6,2020

Honorable Mayor Magee City of Laurel, Mississippi 401 North 5th Avenue Laurel, Mississippi 39440

RE: Additional Services Agreement ("ASA") for the Smyly WWTP UV System to be performed by SUEZ Water Environmental Services Inc. ("SUEZ") under the Terms of the Amended and Restated Professional Services Agreement between SUEZ and the City of Laurel, Mississippi (the "Owner") dated April 6, 2010 (the "Agreement")

Honorable Mayor Magee:

This ASA is to confirm our previous conversations regarding the Owner's interest in SUEZ upgrading the UV treatment system at the Smyly Wastewater Treatment Plant due to a change in Applicable Law and NPDES permit requirements that mandates treatment for E. coli.

SUEZ is willing to perform the above project as an "additional service" as described in the Agreement.

This ASA provides the scope of work and compensation for the additional work and installation as follows:

- 1. As requested by the Owner, SUEZ shall perform the following work to the UV system at the Smyly Wastewater Treatment Plant as additional services per Section 3.03 of the Agreement:
 - a. Replace all UV bulbs, wiring, and other components of the UV system at the Smyly Wastewater Treatment Plant and
 - b. Remove all critical components of the UV channel and mount in a raised control panel.
- 2. A detailed explanation of the scope of work to be provided by SUEZ is provided in Exhibit A to this ASA.
- 3. The Owner shall compensate SUEZ in the amount of One Hundred Eighty Seven Thousand Six Hundred Eighty-Two Dollars and Seventy-Five Cents (\$187,682.75) for the Project per Exhibit B, Compensation, to this ASA.
- 4. SUEZ shall provide oversight and management of the Project as provided in this ASA. SUEZ will perform the services in accordance with the standards of care and diligence normally



practiced by professional services firms performing services of a similar nature in existence at the time of performance of the services. SUEZ will manage the Project to in accordance with Applicable Law as described in the Agreement.

- 5. SUEZ shall assist the Owner in protecting and enforcing equipment warranties and guarantees for equipment purchased for this Project, as described in Section 4.03 of the Agreement. warranties
- 6. This ASA is subject to the payment provisions of the Agreement, Section 3.01.
- 7. Except as specifically stated herein, this ASA is subject to the provisions of the Agreement.
- 8. This ASA shall be governed by the laws of Mississippi.

If you agree to the provisions of this ASA, please sign two originals and return the originals to SUEZ Water Environmental Services Inc., Attn: Carla Krueger, Senior Paralegal, 461 From Road, Suite 400, Paramus, NJ 07652. If you have any questions or would like to discuss this in more detail, please contact me at (601) 470-5028.

Best regards,

Randall Dias Area Manager at Laurel, MS



The Parties have caused this ASA to be duly executed intending to be bound thereby.

"OWNER"

CITY OF LAUREL, MISSISSIPPI

NAME. Johnny Magee

TITLE: Mayor

DATE: 10-7-2020

"SUEZ"

SUEZ WATER ENVIRONMENTAL SERVICES INC.

BY:

NAME: Xavier Castro

TITLE: President

DATE: 10-13-2020



EXHIBIT A

WORK SCOPE

For the UV System Upgrade at the Smyly Wastewater Treatment Plant

Modification and Upgrade for UV 3000

Power/Control Enclosure

- Free-standing stainless steel enclosure with forced-air cooling
- Approximate dimensions, including stand: 72H x 48Wx 18D
- 36 new electronic ballasts
- Manual and remote on/off control of UV bank
- Long-life LED lamp status indicator panel with hour meter
- UV Sensor with digital display and low UV alarm indicator
- Analog UV intensity output
- Discrete outputs for lamp failure and low UV intensity
- Water level sensor

Lamp Modules

- 9 heavy-duty rectangular module connectors
- 72 each single molded wire lamp connectors with gold plated military specification pin sockets for corrosion protection
- 72 each new long life lamps, high purity quartz sleeves, and seals

Warranty

- Uveon provides a complete, non-prorated, 3 year warranty on all new and overhauled equipment
- Lamps carry a 12,000 hour guarantee
- Exclude damage from direct sunlight, lightning, or power issues



SUEZ Water Environmental Services Inc. Randall Dias

10-6,2020

Honorable Mayor Magee City of Laurel, Mississippi 401 North 5th Avenue Laurel, Mississippi 39440

RE: Additional Services Agreement ("ASA") for the Massey WWTP UV System to be performed by SUEZ Water Environmental Services Inc. ("SUEZ") under the Terms of the Amended and Restated Professional Services Agreement between SUEZ and the City of Laurel, Mississippi (the "Owner") dated April 6, 2010 (the "Agreement")

Honorable Mayor Magee:

This ASA is to confirm our previous conversations regarding the Owner's interest in SUEZ upgrading the UV treatment system at the Massey Wastewater Treatment Plant due to a change in Applicable Law and NPDES permit requirements that mandates treatment for E. coli.

SUEZ is willing to perform the above project as an "additional service" as described in the Agreement.

This ASA provides the scope of work and compensation for the additional work and installation as follows:

- 1. As requested by the Owner, SUEZ shall perform the following work to the UV system at the Massey Wastewater Treatment Plant as additional services per Section 3.03 of the Agreement:
 - a. Replace all UV bulbs, wiring, and other components of the UV system at the Massey Wastewater Treatment Plant and
 - b. Remove all critical components of the UV channel and mount in a raised control panel.
- 2. A detailed explanation of the scope of work to be provided by SUEZ is provided in Exhibit A to this ASA.
- 3. The Owner shall compensate SUEZ in the amount of One Hundred Eighty Seven Thousand Six Hundred Eighty-Two Dollars and Seventy-Five Cents (\$187,682.75) for the Project per Exhibit B, Compensation, to this ASA.
- 4. SUEZ shall provide oversight and management of the Project as provided in this ASA. SUEZ will perform the services in accordance with the standards of care and diligence normally



practiced by professional services firms performing services of a similar nature in existence at the time of performance of the services. SUEZ will manage the Project to in accordance with Applicable Law as described in the Agreement.

- 5. SUEZ shall assist the Owner in protecting and enforcing equipment warranties and guarantees for equipment purchased for this Project, as described in Section 4.03 of the Agreement.

 warranties
- 6. This ASA is subject to the payment provisions of the Agreement, Section 3.01.
- 7. Except as specifically stated herein, this ASA is subject to the provisions of the Agreement.
- 8. This ASA shall be governed by the laws of Mississippi.

If you agree to the provisions of this ASA, please sign two originals and return the originals to SUEZ Water Environmental Services Inc., Attn: Carla Krueger, Senior Paralegal, 461 From Road, Suite 400, Paramus, NJ 07652. If you have any questions or would like to discuss this in more detail, please contact me at (601) 470-5028.

Best regards,

Randall Dias Area Manager at Laurel, MS



The Parties have caused this ASA to be duly executed intending to be bound thereby.

"OWNER"

CITY OF LAUREL, MISSISSIPPI

3Y:

NAME: Johnny Magee

TITLE: Mayor

DATE: 10-7-2020

"SUEZ"

SUEZ WATER ENVIRONMENTAL SERVICES INC.

BY

NAME: Xavier Castro

TITLE: President

DATE: 10-13-2020



EXHIBIT A

WORK SCOPE

For the UV System Upgrade at the Massey Wastewater Treatment Plant

Modification and Upgrade for UV 3000

Power/Control Enclosure

- Free-standing stainless steel enclosure with forced-air cooling
- Approximate dimensions, including stand: 72H x 48Wx 18D
- 36 new electronic ballasts
- Manual and remote on/off control of UV bank
- Long-life LED lamp status indicator panel with hour meter
- UV Sensor with digital display and low UV alarm indicator
- Analog UV intensity output
- Discrete outputs for lamp failure and low UV intensity
- Water level sensor

Lamp Modules

- 9 heavy-duty rectangular module connectors
- 72 each single molded wire lamp connectors with gold plated military specification pin sockets for corrosion protection
- 72 each new long life lamps, high purity quartz sleeves, and seals

Warranty

- Uveon provides a complete, non-prorated, 3 year warranty on all new and overhauled equipment
- Lamps carry a 12,000 hour guarantee
- Exclude damage from direct sunlight, lightning, or power issues