

Name of Project: **Brackett Bosker Field Service Support & Parts**

## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)**

THIS AGREEMENT, effective **July 1, 2025**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Ovivo USA, LLC**, hereinafter referred to as "Contractor."

The Agency requires services for **Brackett Bosker Field Service Support & Parts**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

#### 1. **SCOPE OF SERVICES**

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for **Brackett Bosker Field Service Support & Parts**, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

#### 2. **COMPENSATION**

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$ 100,000** for all work contemplated by this Agreement.

#### 3. **METHOD OF PAYMENT**

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. *Invoices that are over 6 months old will not be approved or paid by the Agency.* **In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task, budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and June 30, 2028 as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

This Agreement may be modified or amended only by written instrument signed by the parties hereto, and the Contractor's compensation and time of performance of this Agreement shall be adjusted if they are materially affected by such modification or amendment.

Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing, by the Agency's General Manager.

This Agreement may be terminated by the Agency at any time, without cause, upon written notification to the Contractor. The Contractor may terminate this Agreement upon 30 days written notice to Agency.

Following termination by the Agency or the Contractor, the Contractor shall be reimbursed for all expenditures made in good faith in accordance with the terms of this Agreement that are unpaid at the time of termination.

6. **PERMITS** (*Note: include only if permits are required*)

Permits required by governmental authorities will be obtained at the Contractor's expense, and the Contractor will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.

7. **INDEMNIFY AND HOLD HARMLESS**

*To the extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Solano County Water Agency, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising Solano County Water Agency's sole negligence or willful acts.*

8. **INSURANCE**

**Minimum Insurance Requirements:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or sub-contractors.

**Coverage** - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million

dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Solano County Water Agency) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Solano County Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Solano County Water Agency has received a waiver of subrogation from the insurer.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Solano County Water Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Solano County Water Agency.

**Other Required Provisions** - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Solano County Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Solano County Water Agency, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Solano County Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Solano County Water Agency.

**Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the Solano County Water Agency. The Solano County Water Agency require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Solano County Water Agency.

**Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Solano County Water Agency.

**Verification of Coverage** – Contractor shall furnish the Solano County Water Agency with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Solano County Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Solano County Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

**Sub-contractors** - Contractor shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Solano County Water Agency its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.

9. **COMPLIANCE WITH LAW**

The Contractor shall be subject to and comply with all federal, state and local laws and regulations applicable with respect to its performance under this Agreement, including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment.

10. **RECORD RETENTION**

Except for materials and records, delivered to the Agency, the Contractor shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least three years after the Contractor's receipt of the final payment under this Agreement. Upon request by the Agency, the Contractor shall make such materials and records available to the Agency at no additional charge and without restriction or limitation to State and federal governments at no additional charge.

11. **OWNERSHIP OF DOCUMENTS**

All materials and records of a finished nature, such as final plans, specifications, reports and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of the Agency. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations, and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to the Agency at no additional charge and without restriction or limitation on their use.

12. **SUBCONTRACT AND ASSIGNMENT**

This Agreement binds the heirs, successors, assigns and representatives of the Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Agreement and shall not assign this Agreement or monies due or to become due, without the prior written consent of the General Manager of the Agency or his designee, subject to any required state or federal approval. *(Note: list any subcontractors here)*

13. **NONRENEWAL**

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency

under a new agreement following expiration or termination of this Agreement and waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Contractor.

14. **NOTICE**

Any notice provided for herein are necessary to the performance of this Agreement and shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

AGENCY

Chris Lee, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 202  
Vacaville, CA 95688

CONTRACTOR

Ben Dansie  
Ovivo USA, LLC  
4246 Riverboat Road, Suite 300  
Salt Lake City, UT 84123

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The parties have executed this Agreement the day and year first above written. If the Contractor is a corporation, documentation must be provided that the person signing below for the Contractor has the authority to do so.

Solano County Water Agency  
a Public Agency

Ovivo USA, LLC

By: \_\_\_\_\_  
Chris Lee  
General Manager

By: \_\_\_\_\_  
Ben Dansie  
Service Engineer

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**FOR SCWA USE ONLY**

Contract Period: 7/1/2025 to 6/30/2028  
File Number: AG-O-2  
Account Manager: Jay Cuetara  
G/L Account #: 6645SC  
Job Cost #: 4202  
Contract Type: Prof. Services

## Amendment to Solano County Water Agency

In the event of conflict between the Contract Agreement documents and the Amendment herein, the terms of the Amendment shall control. The parties are Solano County Water Agency("Buyer") and Ovivo USA, LLC ("Seller").

### **Limitation of Liability and Consequential Damage Disclaimer**

To the extent permissible by applicable law, Seller shall have no further liability in connection with this Contract Agreement in excess of the cost of correcting any defects, or in the absence of any defect, in excess of the value of the equipment supplied hereunder. However, notwithstanding any other provision of the Contract Agreement to the contrary, in no event shall Seller be liable for any punitive, exemplary, special, incidental, or consequential loss or damage suffered by Buyer, or any other party, in connection with this Contract Agreement.

These limits shall not apply to third party claims based on injury, death, or property damage. For the purpose of this term, the equipment provided in accordance with the requirements of this project shall not be considered property and shall instead be covered under the terms of the warranty herein. These limits shall not apply to claims which are based on the willful misconduct, gross negligence, or fraud of the Seller.

### **Indemnity**

Any and all indemnity obligations of Seller in connection with this Contract Agreement shall be limited to the extent of to its negligence or willful misconduct.

Solano County Water Agency  
("Buyer")

Ovivo USA, LLC  
("Seller")

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### SCOPE OF SERVICES

**Task 1 – As Needed Rake Repairs/Materials/Parts \$60,000**

- As needed repairs of the Ovivo Brackett Bosker® Raking Machine control system including AB – HMIs, voltage filters, converters, power supplies, and misc equipment and supplies needed.
- HMI systems
- On-site installation and testing by Ovivo Controls Engineer
- Repairs for both the East and West Rake Control Panels (Panels A and B).
- Detailed costs and rates are provided in Exhibit B.

**Task 2 – Annual Inspection and/or Field Service Visit | Materials/Parts \$40,000**

- The services of an Ovivo Service Engineer to perform an annual inspection and/or field service visit as requested on the Water Agency’s Brackett Bosker® Raking Machine.
- The services of an Ovivo Service Engineer, Controls Engineer, and/or other Ovivo staff to assist in troubleshooting, fixing, or repairing issues as requested by the Water Agency.
- Materials and parts as requested for the Water Agency’s Brackett Bosker® Raking Machine.
- Detailed costs and rates are provided in Exhibit B.

**EXHIBIT B**

**RATE OF COMPENSATION**

See Attachment: Ovivo 2025-2028 Budgetary Proposal for details





# BUDGETARY PROPOSAL

MAY 12, 2020

## SOLANO COUNTY WATER AGENCY

810 VACA VALLEY PARKWAY, STE 203

VACAVILLE, CA 95688

### Ovivo Service and Spare Parts Agreement:

#### PREPARED FOR

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Contact: Jay Cuetara

Email: [jcuetara@scwa2.com](mailto:jcuetara@scwa2.com)

Phone: 707-249-3695

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#### PREPARED BY:

BEN DANSIE

Phone: 385-290-9841

[Ben.Dansie@ovivowater.com](mailto:Ben.Dansie@ovivowater.com)

Ovivo USA, LLC is pleased to submit a budgetary proposal for the following OVIVO Service Agreement with Spare Parts on the project indicated above Solano County. This proposal, either in its original form or in its “as sold” format, constitutes Ovivo’s contractual offer of goods and services in connection with the Project.

While every effort has been made to ensure this quotation captures the intent of the project, we do anticipate further discussion in order to clarify and/or finalize the scope, terms & conditions and other details prior to any formal agreement. We look forward to your favorable review of our offer to further discussions on this important project.


**THIS BUDGETARY PROPOSAL CONSTITUTES A NON-BINDING ESTIMATE OF PRICE(S) FOR CERTAIN GOODS AND/OR SERVICES THAT MAY BE PROVIDED BY OVIVO USA, LLC FROM TIME TO TIME, BUT SHALL NOT BE CONSTRUED AS A CONTRACTUAL OFFER FOR OVIVO USA, LLC TO PROVIDE SUCH GOODS AND/OR SERVICES. ANY CONTRACTUAL OFFER FOR THE SUPPLY OF GOODS AND/OR SERVICES BY OVIVO USA, LLC SHALL BE CONVEYED TO CUSTOMER IN THE FORM OF OVIVO USA, LLC STANDARD PROPOSAL DOCUMENT, WHICH INCLUDES, BUT IS NOT LIMITED TO, ITS STANDARD TERMS AND CONDITIONS OF SALE. SUCH PROPOSAL FORM MAY BE PROVIDED TO CUSTOMER UPON REQUEST.**

**Budgetary Pricing for Purchased Spare Parts and Service Agreement: Note: This is a Budgetary Proposal Only. This Budgetary agreement is valid for 45 days from date of this submittal. Any OVIVO submittals including parts quotes or drawings are confidential.**

ITEM	Two OVIVO Trash Rakes:	PRICE
1.	Ovivo Trash Rake Spare Parts: <ul style="list-style-type: none"> <li>• Purchased by the customer and stored at customer’s location.</li> <li>• Parts Quoted as needed for repairs and for spares stock.</li> </ul>	Quoted as Requested
2.	Ovivo Field Service Visits: <ul style="list-style-type: none"> <li>• Flat-rate Pricing 1 Week</li> <li>• Annual Equipment Inspection</li> <li>• Assistance with Minor Repairs &amp; Maintenance</li> </ul>	*8,010 Per Visit
	<b><u>Field Service Visit Includes:</u></b>	
	<ul style="list-style-type: none"> <li>• One Ovivo Service Engineer <b>flat rate per trip</b>. Monday – Friday, 8 hours per day including two days travel. No overtime, Weekends or Holidays are included.</li> </ul>	
	<ul style="list-style-type: none"> <li>• Additional Overtime and Saturday hourly rates.</li> </ul>	*\$225.00/hr

•	Additional Sunday and Holiday hourly rates.	*\$300.00/hr
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\* Pricing is only valid for 45 days

 Any delays by the customer to complete inspections or repairs by start date or during time on site will add charged hours to the final invoice. Item 2 service trip pricing per trip good for the 3-year term of service agreement and will not go up with a min of one schedule trip per year as equipment inspections. This flat rate will be charged to the customer per trip. Please read the OVIVO repairs sections below for overtime, weekend, and holiday Field Service charge information. OVIVO Service rates sheet added to this proposal.

**OVIVO suggested parts information:**

- Suggests maintaining a stock of spare parts for items frequently replaced or parts that show wear and Items that may need to be replaced on future visits.

**OVIVO Inspections:**

- Inspection trips are for inspection of the OVIVO trolley/s, gripper/s, and electrical, automatic, and manual operations.
- A detailed inspection report produced by the OVIVO Field Service Technician and submitted to the customer for review.
- Minor repairs may be done by the OVIVO Service Technician at his or her discretion.

**OVIVO Repairs:**

- Minor repairs and maintenance can be performed by an Ovivo Inlet Technician with spare parts provided by customer.
- Major repairs would require customer supplied labor to complete. For these repairs Ovivo can supply a field technician for supervisory assistance.
- The repairs that would require customer supplied labor to be identified by an Ovivo field technician during equipment inspection.

## STANDARD SCOPE OF SUPPLY

### ITEMS INCLUDED:

- - One (1) OVIVO Field Service Technician.
  - OVIVO Field Service Technician reports for each Trip.
  - Note: If addition parts for customer stock is needed or for restocking, please contact Ben Dansie to place the order.

### ITEMS NOT INCLUDED (But not limited to the following):

- Concrete work.
- Control panel supply wiring and main breaker.
- Control panel supply wiring (hookup).
- Civil design.
- Debris dumpster.
- Demurrage or storage cost.
- Spare parts storage cost.
- Installation other than spare parts specified in this agreement.
- Any oils or fluids disposals.
- Labor for unloading equipment Site storage, painting and touch-up.
- Operational / maintenance spares other than parts specified in this agreement.
- Man-lift for inspections and repairs.
- Cranes, forklifts, operators or additional labor needed for major repairs.
- Not responsible for any electrical or mechanical issues outside of scope of repairs.
- Taxes.

### Additional Information:

- The service agreement will be for a 3-year term starting from this date of May 15<sup>th</sup>, 2025.
- At the end of the 3-year term the parties may choose to extend the contract by 1 year up to 2 times. After 2, 1-year extensions a new contract would need to be created.
- Cost of each trip, consisting of the OVIVO Service Engineer, flights, car rental, fuel, food and hotel is included on Item 2 above.
- OVIVO Service Technician would require customer supplies labor for major repairs, Ovivo service technician would provide supervisory assistance.
- Parts to replenish the customer stock or parts not included with this service agreement can be purchased through the OVIVO Inlet Department.
- OVIVO Service Technician will submit stock levels to the customer after each trip.
- Service Inspections and Service Repairs will be separate trips.
- Detailed inspection reports will be submitted to the customer for review. Any small repairs or adjustments will be left to the OVIVO Service Technician's discretion per time allotted during an inspection trip.
- The OVIVO Service Technician will submit an estimated time needed for repairs found during an inspection.
- Quoted spare parts pricing valid for 30 days from Date quoted. Parts quoted as needed at the request of the buyer or suggested on annual service inspection.
- Standard service trips with a minimum 3 weeks' notice to the OVIVO Inlet Department.
- Emergency call outs managed by the OVIVO Service Manager listed below.

FIELD SERVICE OPTION:

Additional service days can be purchased through OVIVO Inlet Department or OVIVO Service Manager.

TYPICAL LEAD TIMES:

Lead Times for Parts will be provided with quotation for approval as parts are needed.

SERVICE AND PARTS REQUEST:

This Service Agreement will be managed through the Salt Lake City OVIVO Inlet Department.  
Emergency services will be managed through our Salt Lake City OVIVO Service Manager.  
All parts orders will be purchased through Salt Lake City OVIVO Inlet Department.

OVIVO INLET TEAM

For Inspections, repairs, and parts purchases.  
Sales/Application Support

Ben Dansie  
Aftermarket Parts and Rebuilds Specialist  
[Ben.Dansie@ovivowater.com](mailto:Ben.Dansie@ovivowater.com)  
385-290-9841 / Cell

Leon Corsey: For emergency call outs or return trips for repairs.  
OVIVO Field Service Manager  
[Leon.Corsey@ovivowater.com](mailto:Leon.Corsey@ovivowater.com)  
801-931-6488 / Office  
285-290-9841 / Cell

Brent Marshall: Technical questions repairs or replacement.  
Repair and Replacement Sales Engineer  
[Brent.marshall@ovivowater.com](mailto:Brent.marshall@ovivowater.com)  
832-205-2873 / Cell

**Field Service Quote**

ATTN: Solano County Water Agency

<b>DAYS or Qty</b>	<b>HOURS/DAY</b>	<b># Personnel</b>	<b>DESCRIPTION</b>	<b>COST</b>
3	8	1	Service on site by Ovivo Field Service Engineer	\$ 3,600
2	8	1	Travel time	\$ 2,400
1		1	Airline Fee	\$ 1,300
			Rental Car/Gas/Mileage	\$ 500
4		1	Per Diem (Food & Lodging)	\$ 1,000
			Miscellaneous (any supplies, etc.)	\$ 100
			<b>Subtotal</b>	<b>\$ 8,900</b>
			<b>Preferred Customer Discount</b>	<b>10%</b>
			<b>Total</b>	<b>8,010</b>

This is a budgetary quote and you will be billed for the actual costs of expenses plus 10% as well as actual cost of labor and travel hours. I have quoted one day on site and two days travel. We will not exceed the above amount. Minimum notice of **(3)** weeks lead time prior to field service date is appreciated.

I have included the **OVIVO** Field Service Rate Sheet and our standard Terms and Conditions of service. These Terms and Conditions govern **OVIVO's** offer of services.

**Please submit purchase order to:**

**OVIVO USA, LLC**

4246 Riverboat Road, Suite 300  
Salt Lake City, Utah 84123  
Attn: Benjamin Dansie

Or via email at Benjamin.Dansie@ovivowater.com  
You may also fax to: (801) 931-3090

**Thank You,**  
**Benjamin Dansie**

**Terms & Conditions of Service**

**1. ACCEPTANCE.** The proposal of Ovivo USA, LLC ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of services and associated goods (the "Services"), and PURCHASER's acceptance of this offer is expressly limited to the terms of this Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all prior solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

**2. TIME OF PERFORMANCE.** Any statements relating to the performance or completion date of the Services represent SELLER'S best estimate, but is not guaranteed, and SELLER shall not be liable for any damages or losses of PURCHASER, or any third party, due to not completing the Services by such estimated date.

**3. TITLE AND RISK OF LOSS.** SELLER shall retain the fullest right, title, and interest in the value of the Services performed to the extent permitted by applicable law, including a security interest in any equipment or real property upon which the Services were performed (collectively the "Serviced Equipment"), until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full.

**4. PAYMENT TERMS.** SELLER reserves the right to perform the Services and be paid for such on a pro rata basis, as performed. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER'S legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER'S rights relating to a breach or threatened breach of the payment terms by PURCHASER.

**5. TAXES.** Unless otherwise specifically provided in this Agreement; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all applicable service-related taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the Services performed by SELLER. PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Serviced Equipment on or after the date of performance.

**6. SERVICE WARRANTY.** Solely for the benefit of PURCHASER, SELLER warrants that the Services shall be performed in a manner that is free from defects in material and workmanship for a period of ninety (90) days from completion of such performance (the "Warranty Period"). If any of the Services fail to comply with the foregoing warranty, SELLER shall re-perform such Services, or parts thereof, free of charge to PURCHASER. If it is determined after inspection that SELLER is liable under this warranty to re-perform the Services or parts thereof, SELLER shall bear the transportation costs of returning to the jobsite for such inspection as well as the re-performance of the Services. However, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay any and all costs related to such inspections, including any reasonable transportation and accommodation costs incurred by SELLER. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty and Agreement, SELLER shall have no liability with respect to any of the following: (i) failure of the Serviced Equipment, or damages to it, unless directly caused by the Services; (ii) any Serviced Equipment that has been altered or repaired in any way by PURCHASER, or any third party, unless such alteration or repair is instructed or authorized by SELLER in writing; (iii) the costs of dismantling and reinstallation of the Serviced Equipment before and after the performance of the Services; or (iv) claims with respect to Service parts that are consumable and normally replaced during maintenance, except where such parts are not performing to SELLER'S estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those Service parts based on SELLER'S estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (iii) above. With regard to third-party Service parts, equipment, accessories or components provided by SELLER in performance of the Services but not of SELLER'S design, SELLER'S liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any payment due to SELLER. SELLER'S quoted price for the Services is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

**7. CONFIDENTIAL INFORMATION.** All nonpublic information and data furnished to PURCHASER hereunder, including but not limited to any designs, drawings, trade secrets and other technical information related to the Services (the "Confidential Information"), is the sole property of SELLER and submitted for PURCHASER'S own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER'S prior written consent.

**8. SET OFF.** This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

**9. SOFTWARE.** PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program that may be supplied by SELLER in connection with the Services. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the software program supplied.

**10. GENERAL INDEMNITY.** PURCHASER shall protect and indemnify SELLER, its ultimate parent, its ultimate parent's subsidiaries and each of their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by any entity to the extent of PURCHASER'S negligence or willful misconduct in connection with this Agreement.

**11. DEFAULT.** In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement and fails to cure such default upon ten (10) days prior written notice from SELLER, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without further notice or demand, may then terminate this Agreement and shall be entitled to sue, or take other legal recourse, to collect any unpaid balance as well as reasonable legal fees, out-of-pocket expenses and interest. The remedies provided in this paragraph are in addition to, and not limitations of, any other rights of SELLER.

**12. CANCELLATION.** PURCHASER may cancel this Agreement for convenience upon written notice to SELLER of such intent and payment to SELLER for all costs and expenses (including overhead) incurred by SELLER in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of receipt of written invoice from SELLER detailing such costs, expenses and profit, or be subject to an additional late payment fee of five percent (5%) of the total amount of the invoice owed.

**13. REMEDIES.** The rights and remedies of the PURCHASER in connection with the Services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

**14. WAIVER.** Any failure by SELLER to enforce PURCHASER'S strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

**15. COMPLIANCE WITH LAWS.** If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to, that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER'S written request and expense.

**16. FORCE MAJEURE.** If SELLER is rendered unable, wholly or in material part, by reason of Force Majeure to carry out any of its obligations hereunder, then upon SELLER'S notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER'S subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER'S action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule.

**17. INDEPENDENT CONTRACTOR.** It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

**18. SEVERABILITY.** Should any portion of this Agreement be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

**19. CHOICE OF LAW, CHOICE OF VENUE.** This Agreement shall be governed and construed in accordance with the laws of State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the jurisdiction and venue of the jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

**20. ASSIGNMENT.** PURCHASER shall not assign or transfer this Agreement without the prior written consent of the SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

**21. LIMITATION OF LIABILITY.** TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF (A) THE COST OF RE-PERFORMING THE SERVICES, OR (B) IN THE ABSENCE OF RE-PERFORMANCE, THE VALUE OF THE SERVICES INITIALLY PERFORMED HEREUNDER. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

## US Municipal & Industrial FIELD SERVICE RATE SHEET

Effective January 1<sup>st</sup>, 2025

Standard (Travel)	Daily Rate (8 hour day)	\$ 1200.00
Hourly Rate (4 hour minimum)		\$ 150.00
Standard (Labor)		\$ 1200.00
Hourly Rate (4 hour minimum)		\$ 150.00
Saturday	Daily Rate (8 hour day)	\$ 1,800.00
Hourly Rate (4 hour minimum)		\$ 225.00
Sundays/Holidays ***	Daily Rate (8 hour day)	\$ 2400.00
Hourly Rate (4 hour minimum)		\$ 300.00
Overtime ***	Hourly Rate - Standard Day	\$ 225.00
Hourly Rate - Sundays & Holidays ***		\$ 300.00

\*\*\* For all hours worked over eight (8) hours per standard day and Saturdays

\*\*\* Sunday and Holiday requests will be billed at the double-time rate

**UNLESS OTHERWISE ARRANGED; EXPENSES ARE CHARGED AT ACTUAL COST PLUS 10%**

**Please Note:**

- All of the rates provided are portal to portal. In addition, travel and living expenses will be invoiced at **actual cost** plus 10% and documentation will be provided for these expenses. Travel/Labor on Saturday and all overtime, will be billed at the overtime rate. Travel/Labor on Sundays or Holidays, will be billed at the double-time rate. ***If a fixed Per Diem rate is required, it will be charged at \$250.00 per day (lodging and meals) with the exception of the east coast where the price will be \$300.00.***