

## Service and Support Agreement



Mr. Nathan Smith  
Hall County Solid Waste Superintendent  
Hall County, Georgia  
1700 Oakbrook Drive  
Gainesville, 30507

### ROCHEM AMERICAS

426 30<sup>th</sup> St.  
Hermosa Beach, CA 90254  
Tel +1 (310) 374-0202  
[rochem@rochemamericas.com](mailto:rochem@rochemamericas.com)  
[rochemamericas.com](http://rochemamericas.com)

May 15, 2025

### **Landfill Leachate System Repair Service Agreement Renewal**

Customer: Hall County, Georgia

2875 Browns Bridge Rd  
Gainesville, 30504

Vendor: Rochem Americas, Inc. (Herein "Vendor")  
426 30th Street  
Hermosa Beach, CA 90254

### **Scope**

Vendor will provide quarterly on-site maintenance call and telephone support, with service and training as detailed in this agreement. The on-site maintenance call consists of a number of scheduled visits performed by a Vendor Service Engineer or Technician. These maintenance calls are for ongoing support of the Rochem provided leachate treatment system.

### **Services Provided**

During each maintenance call, the following activities may be performed:

- Visual inspection of the entire system.
- Basic water analysis (conductivity, pH, temperature);
- Logging of Operating Parameters.
- Scheduled pumps, valves and gauges are supplied with the system.
- Scheduled service of filters (multimedia, cartridge, deacidification).
- Cleaning of membranes (if necessary).
- Inspection of electrical controls, control panels, and components
- Removal and installation of parts requiring replacement service (with customer provided shelf spare parts).
- Instructions to operating staff as required.
- Troubleshooting as required; and

Other services as requested as time allows.

**Performance while on site**

Vendor personnel will adapt, as much as possible, to the working schedule of the customer. All work will be performed in a workman like manner. While on the Customer premises, all Vendor personnel shall comply with applicable Customer rules and procedures and shall work courteously with Customer personnel.

**Standard of Care**

In providing these maintenance calls, Vendor will act in accordance with the highest business and ethical standards and will exercise the same degree of care and provide the same level of quality, responsiveness, and timeliness as would be provided by an independent service company.

**Resources**

Vendor will provide the maintenance either through its own resources, those of its subsidiaries or affiliates, or through contract with other companies. Vendor warrants its personnel have the experience, knowledge, training, and skill required to provide the services.

**Additional Services**

The maintenance calls covered under this service agreement are intended to allow for normal system service and operational support with some limited troubleshooting and operator training as required. Vendor will be pleased to offer other services relating to the system including repair/replacement of pumps, membranes and other components as well as control system troubleshooting and repair. All of these services can be performed on an as needed basis while the technician is on site. If the services requested cannot be performed during the regularly scheduled one-day maintenance call, Customer will be billed for the additional labor and per diem charges. Replacement or additional parts, including but not limited to, pumps, membranes, and other components, shall be additional charges.

**Service Materials**

All materials, cleaners, repair kits, and spares required to properly service the system will be billed to Customer unless provided from Customer stock.

**Service Report**

A detailed Service Report will be provided to the customer after each maintenance call. The report will include:

- Services performed.

- Inventory of consumables on hand.



Explanation of the condition of the system.  
Recommendations, if any, regarding system performance; and  
Recommendations, if any, regarding inventory of spares and consumables.

**Maintenance Calls**

This proposal is based on 4 scheduled maintenance calls (one per quarter) during the year of the agreement. Each scheduled maintenance call is based on round trip travel time, per diem and one (1) workday at Customer site. Vendor is not liable for any consequential or incidental damages, including loss of profits, for any service calls provided to Customer.

**Telephone Support**

Vendor will supply a reasonable amount (up to 50 hours per year) of telephone support as part of the base rate for this agreement. There will be no additional billing for this telephone support.

**Service Charges**

The billing for these maintenance calls under this agreement will be based on the current published Rochem Service and Consumable Price List (see the attached price list below). Customer will be advised at least 60 days prior to the modification date of changes to the published price list. The price list will be adjusted every 12 months.

The maintenance call time is based on an 8-hour working day. Each maintenance call will be billed in full-day increments, and at the current daily rate.

Pricing shall be a flat rate fee of \$27,700.00 (hereafter "Initial Base Fee") for the four (4) scheduled maintenance calls for this agreement. This fee includes one day of labor, two (2) days of travel time, travel costs, per diem, and other service visit related expenses. The maintenance call will be billed in advance in quarterly installments of \$6,925.00. The flat rate fee may be adjusted by mutual agreement for future years when the agreement is renewed.

If a maintenance call requires additional time beyond the base one (1) day, each additional day will be billed, along with the associated per diem charge, after the conclusion of the visit. If a maintenance call requires additional travel costs for the technician coming from another location, the travel costs will be billed in addition to the standard flat rate service fee (see below). Travel and per diem will be billed at cost.

After each maintenance call, an additional invoice may be generated to cover items not covered under the base charge for the service contract. These charges may include, but are not limited to:

- Parts and chemicals used that were not available in the customer stock;
- Additional service days beyond the number included in the base charge; and
- Additional per diem charges.

In case of interruption or delay in the work not due to any fault of Vendor that requires the withdrawal of Vendor personnel, the resulting labor and travel costs will be charged. In case of interruption or delay in the work caused by Vendor that requires withdrawal of Vendor personnel, the resulting labor and travel costs will not be billed to Customer.

All invoices issued under this agreement will be due Net 30 days. I

**Duration of Agreement**

This agreement will begin July 1, 2025 and shall remain in effect for a term of 12 months (hereafter "Initial Service Period"). Upon termination of this Agreement, all invoices and expense reimbursements are due and payable forthwith.

**Jurisdiction and Applicable Law**

In the event of a dispute, including unpaid invoices, Vendor and Customer agree that the proper choice of forum shall be Hall County, State of Georgia and the applicable choice of law shall be Georgia law.

**Severability**

If any provision of this Agreement is found to be unenforceable or invalid, the remaining terms shall still be enforceable. The unenforceability or invalidity of any provision will not affect the enforceability or validity of any other provision of this Agreement.

**Entire Agreement**

This is a fully integrated agreement that contains the entire agreement of the parties. No other agreements, statements, or promises made on or before the effective date of this agreement will be binding on the parties. This Agreement supersedes any and all prior agreements and can only be amended or otherwise modified by means of a separate writing signed by the Parties.





**EXECUTION OF SERVICE AGREEMENT**

BUYER:

Hall County, Georgia hereby agrees to the terms and conditions of service agreement.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Email

SELLER:

Rochem Americas, Inc. hereby agrees to the terms and conditions of service agreement.

*Bernie Rieder*

\_\_\_\_\_  
May 15, 2025

C. Bernard Rieder, General Manager

cc: File  
Chip Shaw

APPROVED AS TO FORM

*Nathaniel R. Anderson*

\_\_\_\_\_  
Nathaniel R. Anderson,  
Senior Assistant County Attorney



## Rochem Service and Consumable List Prices

Effective July 1, 2025

### Personnel Charges

#### Standard (Daily) Rate

- Service Manager \$1,875.00 / day
- Sr. Technician \$1,475.00/ day
- Technician \$1250.00/ day
- Sr. Engineer \$1,875.00 / day
- Jr. Engineer \$1,650.00 / day

Time billed on a daily rate basis with a minimum charge of one full day.

### Travel and Subsistence Expenses

Airfare, meals, and lodging are charges at cost plus an administrative fee.

### Consumables

Part Number	Description	List Price	Unit
21647 C	Cartridge Filter, 10 Micron, 2.5 x 20 Inch	\$259.00	Case (24)
06523	Cleaner AA, Pail (25 liter)	\$220.00	Pail
06524	Cleaner AA, Drum (210 liter)(limited stock)	\$1,850.00	Drum
06526	Cleaner AA, Tote (1000 liter)	\$8,833.00	Tote
06543	Cleaner B, Pail (25 liter)	\$242.00	Pail
06544	Cleaner B, Drum (210 liter)	\$2,039.00	Drum
06546	Cleaner B, Tote (1000 liter)	\$9,071.00	Tote
6553	ROCHEM® Cleaner C, Pail (25 liter)	\$240.83	Pail
6554	ROCHEM® Cleaner C, Drum (210 liter)	\$2,134.00	Drum
06583	ROPrep, Pail (25 liter)	\$755.00	Pail
6584	ROPrep, Drum (210 liter)	\$5,650.00	Drum
6593	ROCHEM® Defoamer, Pail (25 liter)	\$220.00	Pail
6596	ROCHEM® Defoamer, Tote (1000 liter)	\$5,353.42	Tote

### Membrane Elements

Part Number	Description	List Price	Unit
TS3	TS Membrane Element, 75 bar, RO4L	\$4,500.00	each
TS1	TS Membrane Element, 75 bar, RO6F	\$4,000.00	each
TS3HP	TS Membrane Element, 120 bar, RO4L	\$4,500.00	each
TS3PLUS	TS+ Membrane Element, 75 bar, RO4L	\$4,000.00	each
TS1PLUS	TS+ Membrane Element, 75 bar, RO6F	\$4,500.00	each

Note: Service prices listed herein exclude any discounts applied for service contracts



**Rochem Service and Consumable List Prices**  
Effective July 1, 2025

Personnel Charges

Standard (Daily) Rate

- Service Manager      \$1,875.00 / day
- Sr. Technician        \$1,475.00/ day
- Technician            \$1250.00/ day
- Sr. Engineer          \$1,875.00 / day
- Jr. Engineer          \$1,650.00 / day

Time billed on a daily rate basis with a minimum charge of one full day.

Travel and Subsistence Expenses

Airfare, meals, and lodging are charges at cost plus an administrative fee.

Consumables

Part Number	Description	List Price	Unit
21647 C	Cartridge Filter, 10 Micron, 2.5 x 20 Inch	\$259.00	Case (24)
06523	Cleaner AA, Pail (25 liter)	\$220.00	Pail
06524	Cleaner AA, Drum (210 liter)(limited stock)	\$1,850.00	Drum
06526	Cleaner AA, Tote (1000 liter)	\$8,833.00	Tote
06543	Cleaner B, Pail (25 liter)	\$242.00	Pail
06544	Cleaner B, Drum (210 liter)	\$2,039.00	Drum
06546	Cleaner B, Tote (1000 liter)	\$9,071.00	Tote
6553	ROCHEM® Cleaner C, Pail (25 liter)	\$240.83	Pail
6554	ROCHEM® Cleaner C, Drum (210 liter)	\$2,134.00	Drum
06583	ROPrep, Pail (25 liter)	\$755.00	Pail
6584	ROPrep, Drum (210 liter)	\$5,650.00	Drum
6593	ROCHEM® Defoamer, Pail (25 liter)	\$220.00	Pail
6596	ROCHEM® Defoamer, Tote (1000 liter)	\$5,353.42	Tote

Membrane Elements

Part Number	Description	List Price	Unit
TS3	TS Membrane Element, 75 bar, RO4L	\$4,500.00	each
TS1	TS Membrane Element, 75 bar, RO6F	\$4,000.00	each
TS3HP	TS Membrane Element, 120 bar, RO4L	\$4,500.00	each
TS3PLUS	TS+ Membrane Element, 75 bar, RO4L	\$4,000.00	each
TS1PLUS	TS+ Membrane Element, 75 bar, RO6F	\$4,500.00	each

Note: Service prices listed herein exclude any discounts applied for service contracts