

**SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE AND VAN DYK
RECYCLING SOLUTIONS {CONTRACTOR} FOR SOURCE-SEPARATED
ORGANICS HANDLING AND PROCESSING SYSTEM UPGRADE**

THIS AGREEMENT dated ("Effective Date") is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("CITY"), and LUBO USA, LLC dba VAN DYK RECYCLING SOLUTIONS, a Connecticut recycling solutions provider ("CONTRACTOR").

WHEREAS, CITY advertised a Request for Proposals (RFP) on August 19, 2022; and

WHEREAS, CITY accepted CONTRACTOR proposal submitted on September 30, 2022, and

WHEREAS, CONTRACTOR represents that it, and its sub-contractors, if any, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONTRACTOR

CONTRACTOR shall provide services in accordance with Exhibit "A" entitled "Scope of Work." All exhibits referenced in this Agreement are attached hereto and are incorporated herein as fully part of the Agreement. To accomplish that end, CONTRACTOR agrees to assign one of its Project Managers ("PM") to this project, to act in the capacity of Project Manager and personally direct the services to be provided by CONTRACTOR.

Except as specified in this Agreement, CONTRACTOR shall furnish all technical services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Contract Term

The term of this Agreement shall be from the date of execution through June 30, 2024, unless otherwise terminated, however the Standard Acknowledgement section of this Agreement will survive termination.

3. Payment of Fees and Expenses

CITY agrees to pay CONTRACTOR Two Million Five Hundred Seventy-Four Thousand Five Hundred Eighty-Eight Dollars (\$2,574,588.00). Total compensation shall not exceed Two Million Five Hundred Seventy-Four Thousand Five Hundred Eighty-Eight Dollars (\$2,574,588.00), unless upon written modification to this Agreement signed by both parties, or as otherwise stated in this Agreement. CONTRACTOR shall submit progress payment invoices to CITY no more frequently than monthly to be paid in accordance with the procedures set forth in Exhibit "B" attached and incorporated by reference.

All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707. Payment shall be made within thirty (30) days upon receipt of an accurate, invoice by CITY's Accounts Payable Unit.

4. No Assignment of Agreement

CONTRACTOR shall bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONTRACTOR from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONTRACTOR's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONTRACTOR from any liability under the terms of this Agreement.

5. Independent Contractor

CONTRACTOR is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONTRACTOR in connection with this Agreement will be employees of CONTRACTOR and not employees of CITY in any respect. CONTRACTOR is responsible for obtaining statutory Workers' Compensation coverage for its employees.

6. Standard of Workmanship

CONTRACTOR represents and maintains that it is skilled and licensed in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONTRACTOR's representations regarding its skills, licensure and knowledge. CONTRACTOR shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

7. Responsibility of CONTRACTOR

CONTRACTOR shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under this Agreement. Neither CITY's review, acceptance nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Agreement.

8. No Pledging of CITY's Credit

Under no circumstances shall CONTRACTOR have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

9. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CONTRACTOR, but CITY may retain and use copies thereof solely for the purpose of maintaining the equipment; no materials will in any way be shared with competitors of CONTRACTOR if they are marked as "confidential". The CITY retention of "confidential"

information will follow and adhere to CITY responsibility under the California Public Records Act. Notwithstanding the foregoing, both Parties acknowledge that drawings will need to be provided to applicable reviewing agencies, for permitting and approval purposes.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONTRACTOR shall not be responsible for damages resulting from the use of said material for work other than Project.

10. Indemnity

Except as provided in Section 18 CONTRACTOR shall indemnify and hold harmless CITY and its officers, officials, employees and volunteers against any and all suits, claims, damages, liabilities, costs and expenses, including attorney fees, arising out of the performance of the work described herein, caused by or related to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees subcontractors, or agents in the performance (or non-performance) of services under this Agreement. Contractor/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

Except as otherwise noted herein, in no event shall CONTRACTOR or CITY, or their respective Subcontractors or Suppliers be liable for any special, indirect, incidental or consequential damages such as, but not limited to, loss of anticipated profits or revenue, tipping fees or other costs of refuse disposal, non-operation or increased expense of operation of other equipment, or costs of capital. CONTRACTOR, or their respective Subcontractors or Suppliers, may be responsible for special, indirect, incidental or consequential damages related to defects in manufacturing or known product recalls.

11. Insurance Requirements

The City requires that CONTRACTOR maintain insurance requirements on the Pacific Insurance Network System (PINS). CONTRACTOR shall procure and maintain, at its own expense during the life of this Agreement, policies of insurance as specified in Exhibit "C" attached and incorporated by reference and shall provide all certificates and/or endorsements as specified in Exhibit "C" through PINS for approval by the City Risk Manager prior to CONTRACTOR (or subcontractor) commencing any work under this Agreement.

12. Wage Rates

Pursuant to the Labor Code of the State of California, or any applicable local law, Owner has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. Owner has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the California Department of Industrial Relations website at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

Neither the notice inviting bids nor this Contract shall constitute a representation of fact as to the prevailing wage rates upon which the Contractor or any subcontractor may base any claim against Owner.

It shall be mandatory upon Contractor and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further

expressly stipulated that Contractor shall, as a penalty to Owner, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by Contractor or by any subcontractor; and Contractor agrees to comply with all provisions of Section 1775 of the Labor Code.

In case it becomes necessary for Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, Contractor shall immediately notify Owner who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment for any work on this project.

13. Conflict of Interest

CONTRACTOR shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONTRACTOR is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONTRACTOR shall not accept employment or an obligation which is inconsistent or incompatible with CONTRACTOR'S obligations under this Agreement.

14. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law or choice of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

15. Records, Reports and Documentation

CONTRACTOR shall maintain complete and accurate records of its operation, including any and all additional records reasonably required by CITY in writing. CONTRACTOR shall submit to CITY any and all reports concerning its performance under this Agreement that may be reasonably requested by CITY in writing. CONTRACTOR agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONTRACTOR's work hereunder. All records, reports and documentation relating to the work performed under this Agreement that CONTRACTOR would normally share with its customers shall be made available to City during the term of this Agreement.

16. Termination of Agreement

- A. If CONTRACTOR defaults in the material performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONTRACTOR but only after allowing a cure period of thirty (30) days for any such defaults that can be cured within 30 days or in case the cure itself takes longer than thirty (30) days, a cure period to start the cure within thirty (30) days, both counting after CONTRACTOR has received such written notice. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at

that point in time.

- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated in for all services that CONTRACTOR has performed. If CITY terminates this Agreement after CONTRACTOR has started fabricating the requested equipment, but before such equipment has been completed, CONTRACTOR shall be compensated based upon the percentage of completion of the fabrication, plus applicable termination charges on behalf of its suppliers.
- C. If CITY fails to pay CONTRACTOR, CONTRACTOR at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

17. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY, except as listed in Exhibit E.

18. Standard Acknowledgement

18.1 CONTRACTOR shall be permitted to tour potential clients through the facility of CITY in order to demonstrate operation of the system, provided that all safety rules at the facility are complied with and advance notice of at least 3 business days is provided. CITY has the right to refuse access to visitors in line with facility and city policy or guidance. Approval will not be unreasonably withheld. A representative of the City or of the City's contracted facility operator shall be present for all such tours.

18.2 CITY acknowledges that no addition, deletion, alteration or change of any safety device or of any component part thereto on the system will ever be made without the written consent of CONTRACTOR. Any addition, deletion, alteration or change of any safety device or of any component part thereto on the system can be extremely hazardous and can cause serious injury or death.

18.3 In the event that CITY or any agent, servant, operator or employee thereof modifies, changes or alters any safety device in any way without the written consent of CONTRACTOR, or operates the Equipment knowing that one or more of the safety devices has/have been removed and/or is/are not working properly or is/are damaged, then to the extent such actions are the direct or indirect cause of injury or damage to a person or to property, said CITY hereby agrees to hold harmless and indemnify CONTRACTOR and/or Van Dyk Recycling Solutions, Van Dyk Baler Corp., Lubo USA, LLC, Bollegraaf Recycling Machinery, Lubo Systems, Tomra Sorting Solutions AS, Smicon International B.V. and any other manufacturer that supplied Equipment as part of this Agreement for any and all judgments entered against it for any claims sounding in negligence and/or product liability and further agrees to defend CONTRACTOR and/or Van Dyk Recycling Solutions, Van Dyk Baler Corp., Lubo USA, LLC, Bollegraaf Recycling Machinery, Lubo Systems, Tomra Sorting Solutions AS, Smicon International B.V. and any other manufacturer that supplied Equipment as part of this Agreement and pay all reasonable counsel fees and expenses in connection with any such litigation.

18.4 CITY acknowledges that no person will be allowed on (any of) the conveyor(s) nor on (any of) the starscreen(s) without following the proper safety procedures.

18.5 CITY acknowledges that the system will be turned off and padlocked before any person enters the needle pit or (any of) the conveyor pit (s).

18.6 CITY acknowledges that the system will be turned off and padlocked before any maintenance (including cleaning) will be performed.

18.7 CITY acknowledges that the system will not be operated if one or more of the safety devices is/are not working properly or has/have been removed. This creates a safety hazard, which can cause serious injury or even death to one of your employees.

18.8 CITY acknowledges that all persons within twenty feet (20') of the system will wear safety gear including: helmet, eye protection, ear protection and hand protection, if this would be prudent.

18.9 CITY acknowledges that commingled materials such as glass and metals can cause serious injury to any person if safety gear is not worn.

18.10 CITY agrees that all employees, current and future, and any other persons for whom this safety information would be relevant, will be made aware of all safety procedures for operating or maintaining the Equipment.

19. Title, Risk of Loss and Damage

The CONTRACTOR shall retain title to and risk of loss and damage on all items to be delivered hereunder until the Equipment has been delivered to CITY's facility. Once Equipment is delivered at CITY's facility, risk of loss shall pass to CITY. Title to the Work shall not pass from CONTRACTOR to CITY until final payment for such Work has been received by CONTRACTOR. CITY shall not be entitled to pledge these goods with third parties or to transfer the ownership thereof, until final payment has been made. In the event CITY should not fulfill its payment obligations to CONTRACTOR under this Agreement, CONTRACTOR shall be entitled to its remedies available under law. Both CITY and CONTRACTOR shall be required to notify the other Party in writing in the event that any third parties assert any rights to goods being produced pursuant to this Agreement.

20. Compliance with Laws

(a) CONTRACTOR shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONTRACTOR or applicant for employment because of an individual's age, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, or any other protected characteristic in violation of federal and state law. This prohibition shall apply to all of CONTRACTOR's employment practices and to all of CONTRACTOR's activities as a provider of services to the City.

(b) CONTRACTOR and CITY shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

21. Changes

CITY or CONTRACTOR may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONTRACTOR, shall be incorporated in amendments to this Agreement.

22. CITY's Responsibility's

22.1 Bringing electricity to the switchboxes (480 Volts, 3 Phase plus Neutral), including the e-stop control box. Bringing 110 Volt power for tools to the jobsite. Note: wire lugs to connect to Equipment main switches are not included by CONTRACTOR.

22.2 Provide level floors of appropriate quality. Provide adequate lighting in the building during the installation, start-up and training period.

22.3 Provide CONTRACTOR access to drinking water, proper bathrooms etc.

22.4 Provide internet access to the Equipment where required.

22.5 Provide Poly tanks and all related work.

22.6 Removal of existing equipment if applicable

23. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

24. Severability Clause

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

25. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

26. Entire Agreement; Amendment

This writing constitutes the sole and entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder and supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written, regarding the subject matter of this Agreement and the Work to be performed. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties (wet or electronic signature).

27. Notice and Correspondence

All notices and correspondence shall be sent by either Party to the other, in all matters dealing with this Agreement, to the following addresses:

To CITY: Ramana Chinnakotla, ESD Director

Department of Environmental Services
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONTRACTOR: Lubo USA, LLC dba Van Dyk Recycling Solutions
Erik H. Eenkema van Dijk
360 Dr. Martin Luther King Jr. Drive
Norwalk, CT 06854

Other addresses can be utilized if prior written notice is given to the other Party. Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email, to accomplish timely communication. Notices shall be effective when received either by documented personal delivery, receipted facsimile, documented overnight courier delivery, or by U.S. mail, certified and return receipt requested, provided that any notice sent by certified mail must also be sent simultaneously by receipted facsimile to be effective. Otherwise, mailed notices shall be deemed communicated as of three business days after mailing.

28. Severability

Every provision in this Agreement is intended to be severable such that if any term or provision hereof is illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement; provided, however, that in such event the Parties will negotiate in good faith an amendment to this Agreement which will as nearly as legally permissible achieve the result intended by the Parties in the term or provision which was determined to be illegal or invalid.

29. Testing/Permits/Engineering stamps/Seismic

29.1 Special testing (such as UL approval, etc.), are not included and are the responsibility of CITY.

30. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

City Attorney

VAN DYK RECYCLING SOLUTIONS
("CONTRACTOR")

By _____

Erik H. Eenkema van Dijk
Executive Vice President & COO

Exhibit A (to the contract)
SCOPE OF WORK

Detailed Preliminary Schedule (subject to change)	
# of weeks from Effective Date	Description
Week 1 - 4	Detailed design
Week 5	Order long lead items
Week 6 - 31	Production
Week 32 - 34	Assembly and testing
Week 35 - 36	Disassembly and packaging
Week 37 - 38	Loading - shipping
Week 38 - 46	In transit
Week 44 - 53	Installation/Commissioning & Training
Week 54	Final acceptance

Technical Description (Reference 20220502 – 01):

Scope of Work for a SMIMO120 90kW de-packaging machine stainless steel version and SMIMO15 55kW grinder stainless steel installation for your customer City of Sunnyvale. The offered installation is able to process different type of packed and unpacked organic material and food waste returns from restaurants and (super)markets. These returns can be collected mixed in the offered bunker. The mixed returns will leave this bunker and be transported by three single screw conveyors to the walking floor system. The screw conveyors after the walking floor feed the SMIMO120 De-packer. After separating the organic product from the packaging, it can be transported by pipes using the offered discharge pump. The organic mash will be processed to the SMIMO15 grinder so that almost all the particles in the mash will be <1/8". In addition, the separated packing material can be moved with the transport screw conveyors.

Important to point out that almost all the particles in the mash will be smaller than 1/8" due to the SMIMO15 grinder with screen filter square 5mm holes and 3000rpm drive.

This offer is based on the following:

- The organic product to be processed must arrive unpacked or in normal size food packaging for consumers. Products other than these can adversely affect the process.
- The customer will load the supermarket waste by truck in the offered bunker
- The location is indoor with sufficient height and a stable clean level floor free of obstacles
- This offer is based on a minimum capacity of 10 tons an hour however, the capacity achieved is always dependent on the composition of the product and probably will be more.

This offer contains the following components:

- A01 Storage bunker 27m³
- A09.1 Screw conveyor
- A09.1a Dewatering pump
- A09.2 Screw conveyor
- A09.3 Screw conveyor
- A10.1 Screw conveyor
- A10.2 Screw conveyor

- B01 De-packer SMIMO120
- B03 Discharge pump
- B04 Grinder SMIMO15
- B05 Discharge pump
- B07 Acoustic cover
- E01.1 Screw conveyor
- E01.2 Screw conveyor
- E0-Div Frames and connecting piece
- Optional: Pump storage tank to transport truck
- T01 Electrical control unit
- KEITH Walking Floor
- X01 Loading and packing at Smicon
- X02 Project Engineering
- X03 Project Management
- X04 Supervision installation on-site
- X05 Commissioning on-site

IMPORTANT!

- *In this offer is no collision protection(barriers) are included (in connection with unloading trucks)*
- *CONTRACTOR is not responsible for the product distribution from the screw conveyor on the Walking Floor.*
- *In the detailed engineering phase we can possibly improve the outfeed process from bunker to walking floor. By using 1 screw conveyor instead of 3 we can reduce the risk of clogging.*

A01 Storage Bunker 27m³ stainless steel

- Main dimensions approx. 8500x3270x2000mm L x W x H incl. frame
- 4x steel shaftless bottom screw Ø460mm
- Drive 3x 3.0kW 480V/60Hz UL/CSA
- 1x steel shaftless discharge screw Ø460mm
- Drive 1x 5,5kW 480V/60Hz UL/CSA

Description

- Shaft sealing: stuffing box with stainless steel housing and gland
- Trough executed with hard steel wear plates 8 mm
- Bunker equipped with drain valve for cleaning
- Outside of the bunker is reinforced with stainless steel strips
- Steel frame under bunker, fixed with anchor bolts
- Visible welds will be stained
- Equipped with a stainless steel splashing plates on 3 sides 800mm high
- All UL components according to

A09.1 Screw conveyor Ø460 L=2000mm

- Type: steel shaftless screw
- Diameter: Ø460mm
- Length: approx. 2000mm
- Inclination: approx. 24° (maximum 25°)
- Filling degree: 30% at 25m³/h
- Drive 3,0kW 480V/60Hz UL/CSA
- Shaft sealing: stuffing box with stainless steel housing and gland
- Drain valve for cleaning: included
- Trough plate: stainless steel
- Trough with bolted cover plate: stainless steel
- Trough wearing plates: hard steel
- Visible welds: stained
- Dewatering filter: included
- Frame material: stainless steel
- Frame feet: adjustable fixed with anchor bolts
- Frame conveyor seismic: zone 3a

- Directive: UL components

A09.1a Dewatering pump for screw A09.1

- Type LMND055.1A
- Capacity approx. ca 4,0m³/h
- Drive 2,2 kW 170 rpm
- Piping excluded (TBD where CITY wants the wastewater to go)

A09.2 Screw conveyor Ø460 L=4000mm

- Type: steel shaftless screw

Description

- Diameter: Ø460mm
- Length: approx. 4000mm
- Inclination: approx. 25° (maximum 25°)
- Filling degree: 30% at 25m³/h
- Drive 5,5kW 480V/60Hz UL/CSA
- Shaft sealing: stuffing box with stainless steel housing and gland
- Drain valve for cleaning: included
- Trough plate: stainless steel
- Trough with bolted cover plate: stainless steel
- Trough wearing plates: hard steel
- Visible welds: stained
- Frame material: stainless steel
- Frame feet: adjustable fixed with anchor bolts
- Frame conveyor seismic: zone 3a
- Directive: UL components

A09.3 Screw conveyor Ø460 L=2500mm

- Type: steel shaftless screw
- Diameter: Ø460mm
- Length: approx. 2500mm
- Inclination: approx. 5° (maximum 25°)
- Filling degree: 30% at 25m³/h
- Drive 4,0kW 480V/60Hz UL/CSA
- Shaft sealing: stuffing box with stainless steel housing and gland
- Drain valve for cleaning: included
- Trough plate: stainless steel
- Trough with bolted cover plate: stainless steel
- Trough wearing plates: hard steel
- Visible welds: stained
- Frame material: stainless steel
- Frame feet: adjustable fixed with anchor bolts
- Frame conveyor seismic: zone 3a
- Directive: UL components

A10.1 Screw conveyor Ø460 L=4765mm

Description

- Type: steel shaftless screw
- Diameter: Ø460mm
- Length: approx. 4765mm
- Inclination: approx. 0° (maximum 25°)
- Filling degree: 30% at 25m³/h

- Drive 7,5kW 480V/60Hz UL/CSA
- Shaft sealing: stuffing box with stainless steel housing and gland
- Drain valve for cleaning: included
- Trough plate: stainless steel
- Trough with bolted cover plate: stainless steel
- Trough wearing plates: hard steel
- Visible welds: stained
- Frame material: stainless steel
- Frame feet: adjustable fixed with anchor bolts
- Frame conveyor seismic: zone 3a
- Directive: UL components

A10.2 Screw conveyor Ø460 L=8500mm

- Type: steel shaftless screw
- Diameter: Ø460mm
- Length: approx. 8500mm
- Inclination: approx. 22° (maximum 25°)
- Filling degree: 30% at 25m³/h
- Drive 11,0kW 480V/60Hz UL/CSA
- Shaft sealing: stuffing box with stainless steel housing and gland
- Drain valve for cleaning: included
- Trough plate: stainless steel
- Trough with bolted cover plate: stainless steel
- Trough wearing plates: hard steel
- Visible welds: stained
- Frame material: stainless steel
- Frame feet: adjustable fixed with anchor bolts
- Frame conveyor seismic: zone 3a
- Directive: UL components

B01 SMIMO120 depackaging machine

Description

stainless steel version 90kW

This machine is suitable as a separator for unpacking large capacities of packaged organic products. As a grinder, it is suitable for reducing the size of organic products.

- dimensions approx. 3990x2430x1540mm L x W x H
- weight approx. 6950kg

Drives:

- main drive shaft 90kW 480V/60Hz
- drive drum screen elements 1,1kW 480V/60Hz
- drive by means of V-belts
- shaft seal by means of stuffing box with stainless steel housing and gland

Materials:

- material machine: stainless steel 304
- protection material: stainless steel 304
- hammer knives: tempered steel
- screen elements: stainless steel 304

Screen elements:

Screen elements with different mesh sizes can be determined and assembled at your own discretion. We assemble the machine according to your capacity and for processing Dutch supermarket mix. If necessary during start-up, depending on the product to be processed, the installed screens can be adjusted accordingly to the respective product, so different variations can be chosen for each machine. The standard screens can vary from Ø8mm up to Ø50mm.

Adding liquid/cleaning:

If necessary, liquids or steam can be added through the rotor shaft. For many products this is not needed. This inlet can also be used for a pre-cleaning function of the machine after production. The offer does not include any necessary piping.

Advantages SMIMO120:

- separates packaging from the organic material
- feeding large products is possible
- unique large filter surface
- unique rotating filter drum
- screen elements can be easily replaced
- adding liquid is possible
- able to work without adding liquid
- high dry matter content of the organic flow
- almost dry and clean packaging

Description

- packaging remains large
- also available in a steel version
- low rotating speed of the main drive shaft creates less wear
- easy access through hydraulic maintenance hatch

Comments:

Capacities and results are highly dependent on the product to be processed and the installed screens. For safe repair and maintenance of wearing parts on the SMIMO120 a lifting device is required (to be provided by the customer). This lifting device must be a locally approved device, suitable for a load of 500 kg. This device must be ready for use at the start of commissioning the SMIMO120.

B03 Discharge Pump LMND120.1AH

- pump type LMND120.1AH with internal screw
- drive 4,0 kW 147 rpm capacity approx. 15m³/h

B04 Grinder SMIMO15 55kW Stainless

Steel

The SMIMO15 is a grinding installation for processing different kinds of unpacked (supermarket or restaurant) food waste products or is used to grind all kind of organic materials to a fine and homogeneous mash that can be pumped. The SMIMO15 is entirely made of stainless steel 304 quality steel. The inner sections are also entirely made of stainless steel. These inner sections consist of separate components that are interchangeable.

- Capacity up to approx. 15ton/h (depending on processed products)
- Drive 55kW 480V/60hZ IP66, 3000rpm
- Screens: various options
- Sorting bin for heavier pollution included
- Finishing by ceramic pearl blasting
- All UL components

B07 Acoustic cover for the SMIMO15

Acoustic cover for the SMIMO15

- the sound is reducing appr. 15 dB
- dimensions appr. 2400x1000x1150mm L x W x H
- outside stainless steel
- for finishing visible welding will be stained
- inside executed with anti-vibrating plate

Description

- also executed with sound absorbing material
- cover can be opened for maintenance purposes at the SMIMO15
- opening and closing manually by means of a hydraulic manual pump

- the cover has been executed with 2 stainless steel hydraulic cylinders

B05 Discharge Pump LMND120.1A

Pump type LMND120.1A

-drive 4,0kW 98rpm capacity approx. 10m³/h

E01.1 Screw conveyor Ø460 L=7200mm

- Type: steel shaftless screw
- Diameter: Ø460mm
- Length: approx. 7200mm
- Inclination: approx. 15° (maximum 25°)
- Filling degree: 30% at 25m³/h
- Drive 11,0kW 480V/60Hz UL/CSA
- Shaft sealing: stuffing box with stainless steel housing and gland
- Drain valve for cleaning: included
- Trough plate: stainless steel
- Trough with bolted cover plate: stainless steel
- Trough wearing plates: hardened steel
- Visible welds: stained
- Frame material: stainless steel
- Frame feet: adjustable fixed with anchor bolts
- Frame conveyor seismic: zone 3a
- Directive: UL components

E01.2 Screw conveyor Ø460 L=5100mm

- Type: steel shaftless screw
- Diameter: Ø460mm
- Length: approx. 5100mm
- Inclination: approx. 0° (maximum 25°)
- Filling degree: 30% at 25m³/h
- Drive 7,5kW 480V/60Hz UL/CSA
- Shaft sealing: stuffing box with stainless steel housing and gland

Description

- Drain valve for cleaning: included
- Trough plate: stainless steel
- Trough with bolted cover plate: stainless steel
- Trough wearing plates: hard steel
- Visible welds: stained
- Frame material: stainless steel
- Frame feet: adjustable fixed with anchor bolts
- Frame conveyor seismic: zone 3a
- Directive: UL components

E0-Div Frames and connecting piece and funnels

Steel frames for supporting the weight of the SMIMO120 unpacking machine:

- dimensions approx. 3250x1650x2020mm LxWxH
- weight approx. 1500kg
- steel plate 15mm
- frame, platform and stairs surrounding the SMIMO120
- galvanized steel
- fixed with anchor bolts

Connecting piece and funnels in stainless steel:

- Infeed funnel SMIMO120
- Discharge funnel plastics under SMIMO120

- Discharge funnel organics SMIMO120
- Discharge funnel with support frame under SMIMO15
- Several connection pieces between conveyors and machines

Piping between SMIMO120-SMIMO15-Storage tanks:

- Pipe from tank pump under SMIMO120 to SMIMO15 incl. hose with clamps and couplings (DN100).
- Pipe from pump after SMIMO15 to 3 tanks. With air-operated shut-off valves DN100. After both pumps there will be manual shut-off valves DN100 due to stator.
- Valves GG25 with holes for proximity switch. Sensors not included.
- Stainless Steel 304 prefabricated, welded piping with various supports.
- Pipes welded with backing gas. Not by certified welder.
- Pipes equipped with socket for pressure sensor.
- Connection between hopper under SMIMO120 to pump and between tank under SMIMO15 to pump are at hopper and tank under SMIMO15/120.
- Connection to storage tanks DN100 are provided (customer) . Bottom of tank.

Description

- Total 18 mtr pipe DN100. More /less mtr will be calculated. Platform walking floor one-sided
- Supports according to seismic zone 3a

Optional: Pump LMND250.1A from storage tank to truck

- Pump type LMND250.1A
- Drive 22kW 194rpm capacity approx. 80 m³/h

T01 Electrical control cabinet SMIMO120 de-packaging line

Electrical control unit for controlling the:

- Storage bunker
- Screw conveyor
- SMIMO120
- Discharge pump
- SMIMO15
- Discharge pump
- Screw conveyor for packing material
- Including big 15"HMI panel
- Ingoing and outgoing signals - walking floor

The control unit has been executed with 9 frequency inverters, to ensure an optimal supply to the SMIMO120 and for an optimal disposal after the SMIMO120:

- drive 3x 3,0kW 480V/60Hz for bottom screws bunker
- drive 1x 5,5kW 480V/60Hz for output screw bunker
- drive 1x 3,0kW 480V/60Hz for screw conveyor A09.1
- drive 1x 5,5kW 480V/60Hz for screw conveyor A09.2
- drive 1x 4,0kW 480V/60Hz for screw conveyor A09.3
- drive 1x 7,5kW 480V/60Hz for screw conveyor A10.1
- drive 1x 11,0kW 480V/60Hz for screw conveyor A10.2
- drive 1x 4,0kW 480V/60Hz for discharge pump after SMIMO120
- drive 1x 4,0kW 480V/60Hz for discharge pump after SMIMO15
- drive 1x 11,0kW 480V/60Hz for screw conveyor E01.1
- drive 1x 7,5kW 480V/60Hz for screw conveyor E01.2
- main drive shaft SMIMO120 has a constant rotating speed (no inverter)
- drive drum SMIMO120 has a constant rotating speed (no inverter)
- drive 1x 55,0kW 480V/60Hz for SMIMO15
- equipped with "Closed loop" control
- including components and sensors
- prepared for remote access point, internet connection prepared by customer
- according to P&ID and instrumentation list
- UL components
- remote panel with 15" panel

MCC must be placed within 5 meters from main processing unit (SMIMO120)

KEITH® WALKING FLOOR® Food Waste Storage and Conveying System

Customer Specifications

Material Description: Organic Waste
 Material Density: 18.73 – 37.46 Lbs. per cubic foot
 Bin Dimensions: (1) 20' long x 10' wide x 4' deep
 Capacity: 30-Ton maximum load
 Floor Speed: 1/4 to 4 FPM
 Floor Discharge Rate: 16 tons/ HR @ 1 FPM with 18.73 Lbs./cubic feet 1800 ft³/HR 3' pile Height
 67 tons/HR @ 4 FPM with 18.73 Lbs./ cubic feet 7200 ft³/HR 3' pile Height

QTY	EQUIPMENT LIST Per Floor	ESTIMATED WEIGHT
1	KEITH WALKING FLOOR® module	14,000 Lbs.
1	Simplex Hydraulic Power Unit	3,000 Lbs.
1	Lot Controls	Included
1	Lot Walls and Supports	12,174 Lbs.
1	Lot Ancillary Equipment	NA.
	TOTAL	27,6740 Lbs.

Equipment Description Floor # 1

Walking Floor

Drive: (1) Model KRFII 3.0-3-12 Inverted Bi-directional drive unit with (3) 3.0" double piston hydraulic cylinders. Keith Drives are patented and include several unique features. The cylinder pistons and heads are double sealed, protected by Orcott wear rings and operate within a wide temperature range from -50° to +150°F. Cylinders are each independently mounted by their barrels. Note that bottom mount drives require 3' minimum maintenance access.

Hydraulic Control: Patented Switching Valve controls cycling of the cylinders. Patented control valve changes direction of discharge.

Floor Slat: 6" wide, 304 Stainless Steel Channel flooring

Substructure: Welded structural steel with 4 lifting eyes per modular shipping section.

Pan: 3/16 " 304 S.S. steel plate welded on steel frame to create leak proof pan.

Walls and Supports

Sides: (2) Each 20' long x 4' high x 3/16 304 SS" steel lined

End: (1) Each 10' long x 4' high x 3/16" 304 S.S. steel Lined

Supports: (10) 3' steel supports

Plate: Plate to cover the inverted drive steel

Access Door: (1) Access Door located on side wall towards discharge end Height TBD to fit above pan and top of wall x 36" wide

Note:

Walls will be made with Carbon steel with S.S Wall Lined on the interior. All interior metal in the Product zone will be S.S.

Simplex Hydraulic Power Unit

Motor:	(1)	20-hp Baldor or Toshiba, high efficiency, TEFC, 1.15 service factor, 460V, 3 phase, 60Hz.
Pump:	(1)	21-gpm size 45 Rexroth variable volume, pressure compensated load sensing.
Speed Control:	(1)	Proportional valve, 24VDC.
Pressure Gauge:	(1)	Stauff 3000 PSI glycerin filled.
Filters:	(1)	Pressure filter 3 micron, (1) Return filter, (1) Breather filter.
Oil Cooler:	(1)	Emmegi Heat Exchanger, oil to air.
Oil Heater:	(1)	Watlow, 1.5Kw.
Switches:	(1)	Barksdale dual point high temp, (1) Square-D low level float switch.
Reservoir:	(1)	50-gallon, protective interior coating, flooded pump design, skid mounted with spill containment lip and test ports.

Controls

Enclosure: #1	(1)	NEMA 4 mounted on the Hydraulic Power Unit
Mounted Components:	(1)	E-Stop Switch
	(1)	Terminal block Controls by others
	(1)	Bin Level sensors (shipped loose)
		Motor starters for KEITH Supplied Equipment included
	(1)	Set of Hydraulic hoses 15' long to connect HPU to floor

Notes

- Remote mounted electrical enclosures are shipped loose.
- Standard component brands include Hoffman, Allen Bradley, GE, ABB and Square-D. Alternates, if feasible, are supplied at an extra cost.
- Paint is oxide primer and gray enamel finish coat, each 1.5 mils dry film thickness. Alternate systems and colors are supplied at an extra cost.
- Specifications subject to change based on drawing approvals.
- UL 508A / CSA approved for non-classified locations.
- Owner's Manuals available in electronic form. Bound copies are available at an additional cost.

Relevant text of Sunnyvale's RFP (as modified by CONTRACTOR):

Infeed Module Specifications

1. Infeed Module must be able to accept SSO material directly from a truck.
2. Infeed Module must be designed specifically for front and side load trucks unloading material. Note that the Commercial trucks can hold up to 12 tons and they can unload in 10 minutes, and residential (split-body) trucks can hold up to 2.5 tons and they can unload in less than 10 minutes. (See CAD files for trucks in CAD engineering section below).
3. There is an existing Truck ramp that can be used.
4. The total maximum tonnage is estimated to be 75 tons per 8-hour day.
5. The hopper system must be able to accept 36 tons in 30 minutes and correctly operate.
- 6.
7. Infeed hopper to collect and meter material to a material conveying system.
8. The material conveying system will feed and meter material to a depackager for processing.
9. The entire hopper infeed and conveyance must have the control feed rate range between 10 tons/hr. and 20 tons/hr. SSO material is not allowed to be tipped on the floor.
10. System Electrical Control
 - a. Central PLC system electrical control system to be provided with Infeed Module.
 - b. Central electrical control system has the ability to communicate with other modules.
 - c. Central electrical control system to meet Electrical Specifications listed below.
11. City highly encourages proposers to provide options other than a below-grade pit for this project (*above ground infeed hopper supplied).

Primary Depackaging Module Specifications

1. The total maximum tonnage per 8-hour day is 75 tons.
2. The processing capability must exceed 75 tons per day.
3. To meet 75 tons per day minim rate is 10 tons/hour but higher throughput availability is encouraged.
4. Depackaging machine must have its own control system for operation.
5. Depackaging control system must be able to communicate with other modules (Ethernet).
6. Suppliers are welcome to view, sample, or test the SMaRT station's SSO input.
7. Evaluation of the depackager shall be based on supplier's estimated separation of residue and organics (organics recovery and recovered material purity). Performance acceptance test limits will be based on these figures.
8. Residue must be transported to a bin provided by the SMaRT Station.

Secondary Processing Module Specifications

1. Secondary Processing Module must accept all organic output from depackager.
2. Secondary Processing Module must reduce as much of the clean depackaged organics as possible to <1/8" "mash."

3. 5. All motors, pumps, grinders, valves and/or other equipment items needed for this operation to be included and controlled by a PLC-based electrical control panel that can communicate with other modules, sensors and other controllers.

Standard Construction Engineering Items

1. Proposers are encouraged to consider the corrosive nature of the SSO material in the final design
2. All equipment items must be designed to be permanently mounted/anchored to the site.
All equipment must be compliant with applicable UL, OSHA, and Cal/OSHA safety standards. It shall also be in compliance with local, State and International Building Codes. All equipment must have the necessary signs, guards, and e-stops, facilitate lock-out-tag-out, prevent slips/falls into the infeed hopper, and be generally designed to protect the health and safety of our drivers, mechanics, and operators. Each and every electrical panel shall have a nameplate indicating equipment name. (*equipment is designed according to UL specifications but UL certification is to be done by CITY).

Standard Electrical Specifications

This section is a basic entry-level electrical control specification for components, practices, and compliance. The proposed standard controls package must be compliant with the current State and National Electrical Codes. If Proposer's standard controls package does not meet or varies from these specifications, Proposer must list each one per line item in the proposal. Third-party verification and inspection of the electrical system will be used after installation (By CITY at CITY's cost). Seismic calculations by registered engineer are required for any equipment equal or heavier than 250 lbs. Clearances around electrical equipment shall conform to NEC Article 110- Requirements for Electrical Installation.

1 Control Enclosures and Motor Control Centers

1. NEMA / UL type 12 or IP52 minimum indoors, NEMA / UL type 4 or IP66 outdoors. (
2. Manufactured by Hoffman, Rittal, or equivalent for control enclosure.
3. Incoming main fused disconnect or molded-case breaker with lockable handle.
4. High & low voltage separated or sequestered in compliance with OSHA arc flash labeling.
5. Standard "top hat" IEC/EN 60715 DIN rail for light components.
6. PVC slotted wire way with narrow fingers manufactured by Panduit or equivalent. Barriers shall be provided to isolate AC and DC circuits.
7. Control power shall be separated from motor circuits if not physically isolated (*CONTRACTOR uses isolated cable).
8. Cooling and ventilation specified by ambient conditions and air quality
9. Approved inspection by one of the following: UL, TUV, or NRTL to be done and paid for by CITY.
10. Components will follow manufacturer spacing guidelines with 20% spare space.
11. VFD driven motors shall be inverter duty type with 1.15 service factor.
12. See AC VFD specs for additional, specific requirements.

13. Control devices shall be 30mm type, and shall conform to NFPA 79 – Electrical Standards for Industrial Machinery regarding push button and lense colors.

2 Overcurrent, short circuit and surge protection

1. Short circuit current rating (SCCR) shall be 65ka at 480V or greater.
2. Fuses for VFDs are fast-acting only following manufacturer specifications.
3. Circuit breakers for low voltage or control circuits.
4. Motor starters/overloads manufactured by Allen-Bradley, ABB, or equivalent.
5. Fuse & breaker chart inside panel door with spares as standard.
6. Fixed speed motors 100HP or larger shall have soft starters as required by PG&E.
7. Incoming section of the power distribution section shall have fused surge protection system for withstanding 100,000 amp per phase surges.
8. Equipment bussing shall be tin plated copper. (Aluminum bussing is not acceptable.)
9. Arc flash warning label be provided for all electrical equipment.
10. Voltage drop from power source to equipment shall not exceed 3%.

3 AC Variable Frequency Drive (VFD) specifications

1. Manufactured by Allen Bradley, ABB, or equivalent.
2. Horsepower or kilowatt rating always oversized for heavy-duty applications.
3. Ethernet I/P network communication port. Minimal control wiring.
4. Safe torque off (STO) or otherwise SIL3/PLd compliant safety.
5. Parameters exported and documented.
6. Must have Harmonics filters for the VFDs for compliance with IEEE 519 Standards and PG&E Requirements.

4 PLC (programmable logic controller) specifications

1. Allen-Bradley 5000 platform (Compactlogix or Controllogix), or equivalent.
2. Provide Control Strategy section to describe how the motorized equipment work in Auto Mode.
3. Complete documentation including O&M manuals.

5 Safety Function Controls

1. Hardwired safety systems will always match electrical control schematics.
2. Programmable safety controllers will be validated with signature.
3. Programmed safety will be password protected upon validation.
4. Programmed safety passwords will be documented in validation paperwork.

6 Electrical Instrumentation

1. IO Link masters shall be used for non-discrete sensors with process values.
2. IO Link masters shall be placed in close proximity to sensors.

3. Analog instruments are discouraged.

Exhibit B Compensation Schedule

Cost Component	Module			Total
	Infeed	Primary Depackaging	Secondary Processing	
Project Management	Included	Included	Included	\$94,267.09
Engineering	Included	Included	Included	\$30,737.30
Equipment*	Included	Included	Included	\$1,538,482.35
System Electrical Control	Included	Included	Included	\$350,781.49
Shipping	Included	Included	Included	\$120,971.97
Mechanical Installation*	Included	Included	Included	\$289,546.57
Electrical Installation*	Included	Included	Included	\$73,032.76
Commission & Train*	Included	Included	Included	\$76,768.79
Total				\$2,574,588.31

*Note: in this offer no collision protection (barriers) to prevent trucks from hitting the system are included (in connection with unloading trucks on the ramp).

1. Payment Terms

1.1. CITY shall pay CONTRACTOR as follows:

- a. 10% on the Effective Date. Billed at Effective Date, payment net 30.
- b. 30% 1 month from the Effective Date. Billed 1 month from Effective Date, payment net 30.
- c. 20% after 2 months from the Effective Date. Billed 2 months from Effective Date, payment net 30.
- d. 10% upon notification of ready to start shipment in 30 days of first container. Payment net 30 (which would mean actual payment upon the shipment date (needed to release shipment)).
CONTRACTOR will provide a few progress photos.
- e. 15% upon notice that shipment of last container will happen in 30 days. Payment net 30.
CONTRACTOR will provide a few progress photos.
- f. 5% upon delivery of all equipment. Payment net 30.
- g. 5% upon substantial completion. Payment net 30.
- h. 5% upon final acceptance. Payment net 30.

From time to time, CONTRACTOR's PM will update CITY on the progress of the project.

1.2 If shipment, start of installation, substantial completion or final acceptance is delayed due to no fault of CONTRACTOR, a discussion to rectify delay shall occur. Payments for these items will be discussed and negotiated to determine appropriate or modified due date.

1.3 If delays are caused by the fault or action of CONTRACTOR for any of the items identified in Table 1 and/or Scope of Work (Exhibit A), these items will be discussed and negotiated to determine appropriate discount or modified acceptance of adjustment in schedule.

If CITY is unable to accept delivery or requests a delay in the schedule, CITY may be responsible for costs associated with such delay, if any, including, but not limited to, rescheduling costs, revised pricing and changes in manufacturing costs, additional production and overhead costs, storage costs, loading, unloading, transportation, repainting and additional project management costs, increases in cost such as

import duties and installation costs, etc. If there are applicable costs, a discussion to rectify delay shall occur. Payments for these items will be discussed and negotiated to determine appropriate and acceptable charges.

2. Late Payment

There shall be no extension or change in the time for payment due to delays not caused by CONTRACTOR, such as delays in installation, commissioning or start-up not caused by CONTRACTOR, and/or delays in operation of the Equipment caused by damage, warranty service (if applicable) or warranty replacement of parts. Payments in such case would take place at the time each milestone would have reasonably been reached if such delay did not occur.

3. Pricing/Delivery time

CONTRACTOR has the right to adjust the Agreement Price and/or the delivery time if this signed Agreement has not been received by CONTRACTOR within one week from the date this Agreement was e-mailed, quoted, offered or signed by CONTRACTOR, and payment of item 1.1. a. (Exhibit B) has not been received by CONTRACTOR within 30 days of CONTRACTOR signing this Agreement or any other payment has not been made as scheduled.

EXHIBIT C INSURANCE REQUIREMENTS

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 by the Contractor, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Contractor shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$2,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

☒ **Professional Liability / Errors and Omissions Liability coverage** with limits not less than \$2,000,000 per occurrence or claim.

☒ **Installation Floater coverage** written on an "all risk" basis with limits equal to the completed value of the project and no coinsurance penalty provisions.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale, Risk Manager. The Contractor shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the contract, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Contractor's commercial general liability policy (and if applicable valuable papers and electronic data processing, pollution liability, builder's risk, and installation floater policies) with respects to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CV 20 38 and completed operations shall be at least as broad as ISO CG 2037 scheduled or automatic ISO CG 2040.

2. During the term of the contract, the Contractor's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers and Design Professionals - If Industry Specific Coverage box is checked above **and** if the Contractor's Professional Liability/Errors and Omissions coverage is written on a claims-made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contractor the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
 - c. If coverage is canceled or non-renewed, and not *replaced with another claims- made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years after completion of contract work.*
4. If Industry Specific Coverage box is checked above, during the term of the contract, the Contractor's Builder's Risk / Course of Construction or Installation Floater policy shall provide coverage for any building, structures, machinery or equipment that is damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing. The policy shall name the City of Sunnyvale as a Loss Payee with respect to any repairs or replacement of any damaged property or other amounts payable under the policy.
5. For any claims related to this project, the Contractor's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
6. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
7. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
8. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be

suspended, voided, cancelled by either party, reduced in coverage or in limitsexcept after thirty (30) days' prior written notice by certified mail, return receipt requested,has been given to the City of Sunnyvale.

9. Any umbrella or excess Insurance Liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Contractor's primary and excess liability policies are exhausted and before the City's own Insurance or self-insurance shall be called upon to contribute to a loss.
10. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Contractor's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximumlimits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, andwho are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City of Sunnyvale's Risk Manager.

Verification of Coverage:

Contractor shall furnish the City of Sunnyvale with an original Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer tobind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale, Risk Manager prior to commencement of work.

The Contractor shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. The City reserves the right to require complete,certified copies of all required insurance policies, at any time.

For all insurance policy renewals during the term of this Contract, Contractor shall submit insurance certificates reflecting the policy renewals through PINS.

Subcontractors

Contractor shall require all subcontractors to procure and maintain insurance policies subject to these requirements. Failure of Contractor to verify existence of sub-contractor's insurance shall not relieve Contractor from any claim arising from sub-contractors work on behalf of Contractor.

Exhibit D
Contractor's Equipment
Terms of Sale and
Warranty

1. Changes

1.1 CITY may, at any time, and from time to time, request reasonable changes within the general scope of the Agreement, including but not limited to changes:

- (A) in the specifications, including drawings and designs;
- (B) in the method of shipping and packing; and
- (C) in the time and/or place of delivery.

1.2 Any changes shall be in accordance with Section 21 of this Services Agreement.

2. Confidential Relationship

See Section 9 of this Agreement.

3. Force Majeure; Excusable Delays

Neither Party shall be liable for damages, including liquidated damages, if any, for delays in delivery or failures to perform due to causes beyond the reasonable control and without the fault or negligence of that Party. Such causes include but are not limited to, acts of God, acts of the public enemy, acts of the United States Government, fires, floods, epidemics, quarantine restrictions, strikes, extreme elements or embargoes.

In case of Force Majeure CONTRACTOR will use all commercially reasonable efforts to meet the delivery date(s) but shall not be liable for any loss, damage, expense or charge resulting from a delay in the project completion that result from such Force Majeure. Costs that are proposed to be borne by either Party in these events will be proposed for negotiation by the other Party.

4. Modification of Items

CONTRACTOR is authorized to make minor changes or substitution of equal or superior components in the items; provided such changes or substitutions shall not affect the item's functional characteristics, performance, configuration, maintenance, including interchangeability and availability of spare parts, or cause an increase in the Agreement Price or affect the delivery schedule.

5. Taxes

CITY shall be responsible for all Federal, State and Local taxes, and such are not included in the Agreement Price set forth in this Agreement. CITY agrees to pay such taxes when they have been billed by CONTRACTOR.

6. Warranty

All Equipment is sold under a two (2) year warranty on parts, to be provided or arranged by

CONTRACTOR.

The warranty period begins from the date of start-up or 60 days from delivery, whichever occurs first. Parts claimed to be defective and for which repair or replacement is desired shall, if requested by CONTRACTOR, be returned to CONTRACTOR's head office for inspection, at CITY's expense.

This warranty is in lieu of all warranties, express or implied, including but not limited to warranties of merchantability and fitness for any particular purpose, and the obligation and liability of CONTRACTOR under this warranty shall include transportation (additional cost for expedited shipment shall be at CITY's expense), but not other charges such as the cost of installation or any liability for direct, indirect or consequential damages or delay resulting from the defect. Notwithstanding the foregoing, CONTRACTOR agrees that it shall respond to and address all warranty claims in as expeditious a manner as possible and will use commercially reasonable efforts to minimize the disruption to CITY's operations.

Any operation beyond rated capacity or the improper use or application of product or the substitution upon it of parts not approved by manufacturer or CONTRACTOR or any alteration or repair by others in such manner as to affect the product materially and adversely shall void this warranty other than for the express warranty of title, but only to the extent that such improper use or application causes or directly relates to the problem at issue. No representative of manufacturer or CONTRACTOR is authorized to change this warranty in any way except in writing signed by the Parties, and no attempt, effort or promise to repair products of manufacturer either by manufacturer or by any representative of manufacturer at any time shall change or extend this warranty in any way. This warranty covers all products, Equipment, and Work generated under this Agreement.

7. Limitation of Liability

Moved to section 10 of this Services Agreement.

8. Installation

Installation and training is included. Installation is based on regular working hours during normal business days, unless specifically mentioned otherwise. Installation is based on non-union workers, but on prevailing wage rates.

9. Equipment Delivery

The Equipment to be delivered under this Agreement shall be shipped F.O.B. CITY's designated location, as identified in Article 1 Schedule. Import duties are included in the Agreement Price, with the understanding that any import duties are priced at the time of order and any possible increase in such duties between time of order and delivery will be charged and CITY agrees to pay for any additional duties. CITY reserves the right to change the designated delivery location, at its discretion; such change will be documented as an amendment in accordance with Section 21. Deliver Address: 301 Car Rd. Sunnyvale CA 94088.

10. Schedule

10.1 Time is of the essence with respect to all duties and obligations of this Agreement. CONTRACTOR agrees to meet the project schedule milestones set forth below:

Delivery time:	Shipping in approximately 8 ½ months
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10.2 CONTRACTOR has the right not to start production of the Equipment until CONTRACTOR has received a fully executed original of this Agreement and the initial down payment from CITY, as set forth in Article 2.

10.3 The delivery time starts after receipt by CONTRACTOR of a fully executed original of this Agreement, the initial down payment from CITY and after receipt by CONTRACTOR of signed approval drawing(s).

10.4 CITY's failure to make any other scheduled payment on time, in accordance with Section II, shall entitle CONTRACTOR to a reasonably justifiable adjustment to the delivery schedule.

10.5. If, for any reason, CITY is unable to accept delivery or requests a delay in the schedule, CITY will be responsible for all cost associated with such delay, including but not limited to, rescheduling costs, revised pricing and changes in manufacturing costs, additional production and overhead costs, storage costs, loading, unloading, transportation, repainting and additional project management costs, increases in cost such as import duties and installation costs, etc. CITY agrees to pay such costs immediately when invoiced by CONTRACTOR.

Exhibit E
Subcontractors

1. Smicon
2. Keith Walking Floors
3. Installations subcontractors to be provided at least 30 days prior to start of installation.
4. Subcontractor for engineering stamps to be determined at a later date.