

**SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND
SSI SHREDDING SYSTEMS, INC. FOR
PURCHASE AND INSTALLATION OF SSI PRE-LOAD COMPACTOR**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("CITY"), and SSI Shredding Systems, Inc., an Oregon stock corporation ("CONTRACTOR").

WHEREAS, CITY is in need of a pre-load compactor; and

WHEREAS, CITY advertised a Request for Proposals (RFP) on May 3, 2024, for SMaRT Station Municipal Solid Waste and Source Separated Recyclables Integrated Processing System (NextGen) Project; and

WHEREAS, CONTRACTOR submitted a proposal on April 30, 2025; and

WHEREAS, CITY accepted CONTRACTOR's proposal on April 30, 2025; 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." To accomplish that end, CONTRACTOR agrees to assign Jon Michael Peterson (Primary) and Nathan Wilt (Secondary/Commercial) to this project, to act in the capacity of Project Manager and personally direct the services to be provided by CONTRACTOR.

All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. 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 of this Agreement through completion of the scope of services under the Agreement, including any warranty period, unless otherwise terminated in accordance with Section 17 below.

3. Payment of Fees and Expenses

CITY agrees to pay CONTRACTOR the amount set forth in Exhibit B entitled "Compensation" Total compensation shall not exceed Two Million Six Hundred Seventy-Two Thousand Eight Hundred Thirty-One and 22/100 Dollars (\$2,672,831.22) unless upon written modification to this Agreement signed by both parties. CONTRACTOR shall submit progress payment invoices to CITY no more frequently than monthly.

All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or accountspayable@sunnyvale.ca.gov. Payment

shall be made within thirty (30) days upon receipt of an accurate, itemized 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 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 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. Right of CITY to Inspect Records of CONTRACTOR

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONTRACTOR for the purpose of verifying any and all charges made by CONTRACTOR in connection with this Agreement. CONTRACTOR shall maintain for a minimum period of three (3) years from the date of final payment to CONTRACTOR or for any longer period

required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONTRACTOR. Any expenses not so recorded shall be disallowed by CITY.

If CONTRACTOR's proprietary information is contained in such books and records, then CONTRACTOR must clearly mark any proprietary information as "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for information pursuant to the California Public Records Act ("CPRA"), CITY will make best efforts to provide notice to CONTRACTOR prior to such disclosure. If CONTRACTOR contends that any records are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before CITY is required to respond to the CPRA request. If CONTRACTOR fails to obtain such remedy within the time CITY is required to respond to the CPRA request, CITY may disclose the requested information.

9. 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.

10. 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 CITY, but CONTRACTOR may retain and use copies thereof.

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, including, but not limited to the release of this material to third parties for work other than on Project.

11. Indemnity

To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify the City and its officers, officials, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of CONTRACTOR or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from the City's active negligence or willful acts. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

12. Insurance Requirements

The City requires that CONTRACTOR maintain insurance requirements on the electronic insurance verification system. 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 herein by reference and shall provide all certificates and endorsements as specified in Exhibit "C" for approval by the City Risk Manager prior to CONTRACTOR (or subcontractor) commencing any work under this Agreement.

13. Wage Rates

Pursuant to Sections 1770, 1771, 1774 – 1776, 1777.5, 1813, and 1815 of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the State of California Department of Industrial Relations. Copies of such prevailing wage rates are available for review at the office of City's Director of Public Works, 456 West Olive Avenue, Sunnyvale, California 94086. Wage rates can also be obtained through the California Department of Industrial Relations website at:

<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

Bidders shall promptly notify the person identified on the cover page of this bid invitation, in writing, about all labor classifications not listed in the prevailing wage determinations but necessary for the performance of the work described in the bid documents.

The successful bidder/contractor, and each subcontractor shall keep accurate payroll records, and comply in all respects with Labor Code section 1776, including the timely response to written notices requiring copies of such records, as provided for in such section. In the event the contractor or subcontractor fails to comply within the ten day period, that contractor or subcontractor shall forfeit one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, as provided by Labor Code section 1776(h).

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

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 Agreement. It is further expressly stipulated that CONTRACTOR shall, as a penalty to CITY, 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 Agreement 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 Agreement 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 CITY 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.

Without limiting the above, the provisions of Exhibit D, entitled "Labor Compliance" shall apply to this Agreement.

14. 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.

15. 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.

16. Records, Reports and Documentation

CONTRACTOR shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONTRACTOR shall submit to CITY any and all reports concerning its performance under this Agreement that may be 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 shall be made available to City during the term of this Agreement.

17. Termination of Agreement

- A. If CONTRACTOR defaults in the 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. 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 forty-five (45) days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be reimbursed for actual, documented costs incurred by CONTRACTOR through the date of receipt of notification of the termination; provided, however, the following: (1) such reimbursement shall only be for performance of services pursuant to this Agreement, and/or the cost of materials and equipment required to perform the Agreement, including raw materials ordered in good faith that cannot reasonably be canceled or resold, and reasonable demobilization costs, including site cleanup, shipping, and return of equipment, if applicable; and (2) CONTRACTOR demonstrated to CITY's satisfaction that CONTRACTOR took reasonable efforts to mitigate such actual, documented costs. Any reimbursement to CONTRACTOR pursuant to this Section 17.B shall not include anticipated profit on unperformed work. CITY shall not reimburse any costs incurred by CONTRACTOR after the issuance of the written notice of termination described herein. CONTRACTOR shall present CITY with all completed and partially completed work products as of the termination date stated in the written notice. Payment under this Section shall constitute CONTRACTOR's sole and exclusive remedy for termination for convenience.
- 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.

18. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract CONTRACTORS are listed in the project work plan.

19. 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 race, 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 protected characteristic in violation of federal or 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 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.

20. 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 in accordance with Section 24 below.

21. Other Agreements

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

22. 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.

23. Captions

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

24. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing as an amendment to this Agreement signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

25. Public Records Request

The City is a public entity subject to the California Public Records Act ("CPRA", Cal. Gov't. Code section 7931 et seq.), and Contractor agrees that City may disclose all information related to this Agreement as required by the CPRA, including but not limited to this Agreement and the price and terms of payment (Cal. Gov't. Code section 7928.801). To the extent that City receives a CPRA request for other information related to Contractor, it will provide such information to the extent required. Contractor may identify trade secrets and other proprietary information as confidential. City shall notify Contractor prior to releasing any information marked as confidential and Contractor may seek a court order to prevent disclosure. Contractor shall defend, indemnify and hold City harmless from any claim related to a disclosure or nondisclosure of information under the CPRA.

26. Performance and Payment Bonds

CONTRACTOR shall furnish a surety bond in an amount at least equal to 100 percent (100%) of the contract price as security for the faithful performance of this Agreement. CONTRACTOR shall also furnish a separate surety bond in an amount at least equal to 100 percent (100%) of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Agreement, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond. Bonds shall be issued by an admitted surety insurer authorized to conduct business and operate in the state of California, and shall be in the form attached hereto as Exhibit E and Exhibit F.

27. 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.

28. Dispute Resolution

In the event of any dispute under this Agreement, CITY and CONTRACTOR shall informally meet-and-confer to discuss the dispute and potential resolution. At a minimum, the discussions shall include the CITY Department Director and a senior executive/officer of CONTRACTOR.

29. Exhibits

The following exhibits as referenced in this Agreement are attached hereto and incorporated into this Agreement:

Exhibit A	Scope of Work
Exhibit B	Compensation
Exhibit C	Insurance Requirements
Exhibit D	Labor Compliance
Exhibit E	Performance Bond
Exhibit F	Payment Bond

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

SSI SHREDDING SYSTEMS, INC. ("CONTRACTOR")

By _____
City Manager

By _____

ATTEST:

Name and Title

By _____
City Clerk

By _____

APPROVED AS TO FORM:

Name and Title

By _____
City Attorney

EXHIBIT A SCOPE OF WORK

Purchase and install an SSI Model 2500 SPH Compactor for the City of Sunnyvale. This compactor is designed for the continuous loading of residue into trailers or intermodal containers to customer defined weights and densities.

COMPACTOR SYSTEM DESCRIPTION:

SSI Model 2500 SPH, include following features:

- Compactor Features:
 - Production Rate of 75 tons per hour average*
 - 261 Ton compaction force
 - Specially designed single stage, 16" (406mm) diameter hydraulic cylinder
 - User-definable program to automate bale creation
 - Self-calibrating electronic scale system with load cells ($\pm 1\%$ accuracy)
- Compactor Hardware:
 - Double bale system, 7' (2.1m) x 7' (2.1m) x 17' (5.2m) compaction chamber
 - 16 yd³ (12.2 m³) capacity charge hopper
 - Optional slab mounted pedestal design to ease installation
 - Trailer/Container latch with wheel guides and stop
- Compactor Hydraulic Power Unit:
 - 200HP (149kW) Total; Dual 100HP (75kW) Drive Motors (TEFC)
 - SSI designed and built with skid type base and heavy-duty heat exchanger
 - Motor starter panel (NEMA 4), pre-wired and mounted on the hydraulic power unit
 - Nominal production rates and payload weight based on a hopper charge time of 30 seconds and feed materials of 350 lbs/yd³

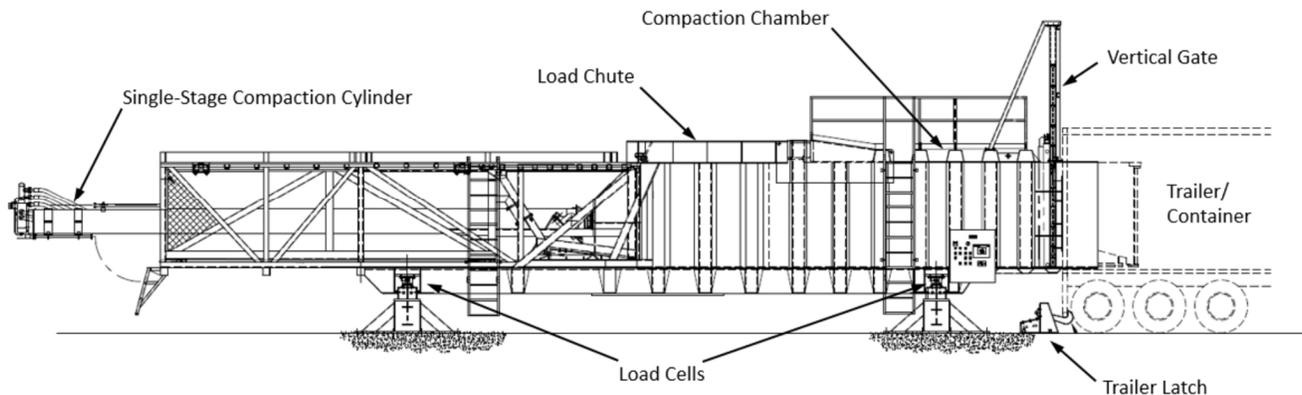
Controls: Full Electrical Controls at 460V, 575V/60Hz or 415V,380V/50Hz are included

- Control Features:
 - Local operator control panel with 12" touch screen
 - SSI automated constant density program and operator interface
 - 6" LED digital display (reader board) for tipping floor
 - Remote operation via Hetric Remote Control
 - Secure Modem for on-line troubleshooting/updates
- Panel Design Standards:
 - Programmable Controller
 - UL-508 / CUL standards (listing additional, if required)
 - Touch Screen Operator Interface
 - NEMA 4 (IP66) Rated Enclosure(s)
 - 24VDC Control System (other options available)
 - 10% extra I/O space allowance
- Control Notes:
 - Integrated auxiliary device starters and control packages available at additional cost

Along with the compactor system, the following additional services will be provided:

- Assembled and tested prior to shipment
- Documentation: 2 Sets of Operations & Maintenance Manuals
- On-site technical assistance at start-up, and O&M training
 - Training to include 150 Hour visit after startup for maintenance training
- SSI Standard Limited Warranty (copy available upon request)
- 24-Hour Technical Support (toll-free in the USA)

DESIGN FEATURES & BENEFITS:



- SSI Designed Single Stage Compaction Cylinder
 - Specifically designed for use in Compactor
 - Ability to completely rebuild in-place
 - Highly reliable due to simplicity of design and redundant bearings
- Trailer Latch set up to customer's specifications
- 6' (1.8m) x 9' (2.7m) Load Chute able to set up for top-loading or loading via conveyer
- Load Cells provide repeatable instantaneous feedback of current load weight

BASIC SPECIFICATIONS:

Estimated System Weight	156,600 lbs (71,032 kg)
Basic Footprint of System	72' (21.95m) L x 9' (2.74m) W x 13' (3.96m) T*

***Note: Height may change based on application and equipment configuration**

Included: Hardox Abrasion Resistant Plate Wall Liners –SSI Compaction Systems introduced wall liners in 2003, and since then it has been included as an option in all domestic compactors. In the units installed with wear liners, wall wear has been kept to a minimum. These wall liners (and standard floor liners) keep the chamber walls and floor structure intact, therefore increasing the effective life of the compactor far beyond 20 years by providing a highly abrasion resistant replaceable plate that is independent of the structural support of the compactor.

Included: Variable Frequency Drives (VFD's)– Over the past several years, energy saving variable frequency drives have become a very common option along with Hardox wall liners. The energy savings is significant, as proven by an independent study by Seattle Public Utilities (available upon request) on VFD's installed on a new SSI 4500 SPH compactor compared to an existing SSI 4500 SPH compactor without VFD drives. The study showed compactor power savings of 40-50% by utilizing the VFD's. This savings is due to the main drive motors being reduced to zero RPM when hydraulic pressure isn't required to move cylinders, which is generally over 50% of the time. Along with the power savings, additional benefits include longer filter change intervals, as the equipment hours don't accumulate when the pumps are idle as well as smoother operation from the pumps ramping up and down smoothly instead of just relying on large valves to control pressure.

Comprehensive Spares and Toolkit– The unit would ship with common wear and consumable parts that are typically needed in the first 1-2 years. These would include:

- 2 complete filter sets (typically these are needed every 3 months)
- 1 complete set of bearings for the Platen and Carriage (typically needed after 1-2 years)
- 1 set of gate wear strips for the lower track (typically needed after 1-2 years)
- 1 rear hopper scraper (typically needed after ~2 years)

- A lockable workbox toolkit including all specialty and standard tools needed for working on the compactor. Along with standard hand tools, the kit includes cylinder rebuild jigs, rigging and porta-power jacks (10 and 75 ton), grinders and welding equipment (no welder, but hoods, regulators, cutting torch tips, etc), and a set of cordless equipment – battery powered grease gun, 1/2" and 3/4" impacts, and drill. Please note that this is a larger contractor box, so space will need to be allocated to it and a way to secure it once onsite.

INSTALLATION SUPPORT

Installation support will include the following:

- All work completed at Prevailing Wage rates
- Once any required site pre-work is complete, remobilize with rigging and technician/millwright crew
- Transportation to Sunnyvale, CA of 2500 SPH Compactor and all components
- Offloading of new 2500 SPH compactor at site and positioning for installation
- Installation of anchors and pedestals
- Setting compactor on the pedestals and connecting all mechanical connections (hoses/etc)
- Commissioning and Startup with training (must occur on same mobilization as the installation – electrical will need to be completed during this time)
- Total of up to 14 continuous calendar days onsite for installation/commissioning/training phase of project
- Initial Oil Fill

Electrical Installation support will include the following:

- All electrical work to start up compactor if feed power is within 30' of HPU Motor Starter Panel
 - Any additional work, such as installing new breakers, switchgear, conductors or conduit will be charged at time & materials + 17%

Installation support will NOT include the following:

- Removal of any existing compactor or site foundation pre-work
- Civil engineering to evaluate current foundation

RESPONSIBILITIES

SSI Responsibilities

1. Design, assemble, and manufacture trash compactor
2. Work with City's Engineering firm to provide loadings and reactions in order for Engineering Firm to finalize design of foundation requirements and assist in the submission to City for review
3. Fabrication of primary Weldments (chamber, HPU tank, Platen, Carriage)
4. Assembly and Performance Testing completion prior to shipment
5. Ship equipment to the SMaRT Station
6. Performance testing, staff training, and full operation on site
7. Hopper to integrate with infeed conveyor including radar level sensor. Maximum Hopper Dimensions of 9' long x 6' wide x 10' tall. Percentage due at completion and prior to shipment
8. Installation Support including: permits, licenses, freight, offloading, installation, site assembly, interconnecting wiring & conduit, hoses, piping and fluids.

City Responsibilities

1. Issue purchase agreement
2. Electrical feed power supply installation within 30' of HPU/Motor Starter Panel and supporting switchgear
3. Consulting engineer for drawings of concrete foundation design
4. Construction contractor for foundation (concrete slab supporting the compactor)
5. Power supply and supporting switchgear.

6. Remove and install new infeed conveyor coordination with Bulk Handling Systems

TENTATIVE MILESTONES

TBD Main Material Ordering. This would require the deposit before it is triggered due to the amount that is ordered

TBD Main Chamber Fab Start (primary sub-assemblies completed: floor, walls, roof, etc.)

TBD Main Chamber Paint

TBD Testing

TBD Shipping

**** PROJECT TO BE COMPLETED BY MAY 2026 ****

**EXHIBIT B
COMPENSATION**

PRICING – PRICES ARE QUOTED IN US DOLLARS (USD)

Products	
Model 2500SPH Compactor System as described with Wall Liners, VFD Drive, Tool Kit, and Spares	\$1,720,691.00
Hopper to integrate with infeed conveyer including radar level sensor. Maximum Hopper Dimensions of 9' long x 6' wide x 10' tall	\$40,232.00
Subtotal	\$1,760,923.00
Sunnyvale Sale Tax (9.125%)	\$160,684.22
Total for Products	\$1,921,607.22

Services	
Installation Support as described on Page 11	\$639,019
Electrical installation assuming feed power is within 30' of HPU/Motor Starter Panel	\$112,205
Total for Services	\$751,224.00

Grand Total for Products and Services	\$2,672,831.22
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Payment Schedule on the following page

PAYMENT SCHEDULE

Payment Schedule for Fabricated Components and Delivery (Compact and Hopper \$1,760,923.00)

	Percentage	Dollars
Notice to Proceed	20%	\$352,184.60
At fabrication of primary Weldments (chamber, HPU tank, Platen, Carriage)	35%	\$616,323.05
After Successful Testing and Prior to Shipment	35%	\$616,323.05
Acceptance, staff training, and full operation on site	10%	\$176,092.30
	Subtotal	\$1,760,923.00
	Estimated Sales Tax (9.125%)	\$160,684.22
	Total for Fabricated Components and Delivery	\$1,921,607.22
To be invoiced upon completion		
Installation		\$639,019.00
Electrical connection		\$112,205.00
	Total Invoiced Upon Completion	\$751,224.00
	Grand Total of Project	\$2,672,831.22

Notes:

- SSI completely assemble and test the unit prior to shipping it.
- Hopper to integrate with infeed conveyor including radar level sensor. Maximum Hopper Dimensions of 9' long x 6' wide x 10' tall. Due at completion and shipment

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 claim.
- Valuable Papers and Electronic Data Processing with limits not less than \$10,000 each.
- Pollution Liability coverage with limits not less than \$2,000,000 per occurrence.
- MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants.
- Builder's Risk / Course of Construction coverage written on an "all risk" basis with limits equal to the completed value of the project and no coinsurance penalty provisions.
- Installation Floater coverage** written on an "all risk" basis with limits equal to the completed value of the project (\$2,706,930), and no coinsurance penalty provisions.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and reviewed 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. Policies containing any self-insured retention provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the Named Insured or the City.

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 industry specific coverage box is indicated above, valuable papers,

electronic data processing, pollution liability, builder's risk, and installation floater policies) with respect 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 CG 20 38 and completed operations shall be at least as broad as ISO CG 20 37 scheduled or automatic ISO CG 20 40.

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. During the term of this contract, the Contractor agrees to waive any right of subrogation against the City for workers' compensation claims arising from or in connection with the performance of the Work. This waiver applies to any claims or causes of action related to workplace injuries or illnesses incurred during the performance of the Work by Contractor.
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 contract or 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 limits except after thirty (30) days' prior written notice by email to riskmanagement@sunnyvale.ca.gov, has been given to the City.

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 maximum limits of coverage of any insurance policy or proceeds available to the named insured and also available to the Additional 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 Superior or Excellent, and who 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:

City utilizes an electronic insurance verification system to track and verify all insurance related documents. City is no longer accepting insurance documents by mail and will only accept electronic insurance documents. City will email the Contractor requesting proof of insurance for this Agreement through an electronic insurance verification system, which includes instructions on how to upload insurance documents electronically. Contractor shall furnish the City with an electronic Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City, 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. Contractor shall submit insurance certificates, reflecting the policy renewals through the City’s electronic insurance verification system. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors:

Contractor shall require and verify that all subcontractors or other parties hired for this Work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in Contractors Minimum scope, Limits and Provisions of Insurance herein, to the extent they apply to the scope of the subcontractor’s work with the same Certificate of Insurance requirements and naming as additional insureds all parties to this Contract. Failure of Contractor to verify existence of subcontractor’s insurance shall not relieve Contractor from any claim arising from subcontractors work on behalf of Contractor.

Contractor shall include the following language in their agreement with Subcontractors: “Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the Agreement Documents and provide a valid certificate of insurance and the required endorsements included in the Agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for

this work. A copy of the Insurance provisions will be furnished to the Subcontractor upon request.” Contractor shall provide proof of such Compliance and verification to the City upon request.

EXHIBIT D LABOR COMPLIANCE REQUIREMENTS

Contractor Registration with the State of California – Contractors, and all applicable subcontractors which are required to pay prevailing wages, must be registered with the State of California, Department of Industrial Relations (DIR) through the Public Works Contractor Registration Program (PWC Registration) before bidding, being awarded, or performing work on public works projects in California. This includes those performing surveying work, material testing, inspection, trucking, boring, pot holing, concrete deliveries and temporary service companies who provide workers to prevailing wage contractors. Registration must remain current throughout the project entirety. It is the contractor's responsibility to not allow their PWC Registration to lapse during the project and to ensure all Subcontractor's registrations remain current. The Labor Commissioner can assess penalties to public works contractors of up to \$10,000, in addition to the registration fee, for failure to register. Awarding agencies are also subject to penalties of \$100 a day, up to a maximum of \$10,000, for having an unregistered contractor perform work on a public works project. If any penalties are issued to the City for unregistered subcontractors or for a lapse in a contractor/subcontractor's PWC Registration, these penalties will be passed onto the contractor. A contractor that allows an unregistered subcontractor to work on the project is also subject to penalties of \$100 a day up to \$10,000. Contractors shall list all applicable PWC registration numbers on the Bid Form.

Hours of Work – Pursuant to Labor Code, Section 1810, eight hours of labor during any one calendar day and forty hours of labor during any one calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the contractor or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to the City, twenty-five dollars (\$25.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code. Such forfeiture amounts may be deducted from the contract sum.

Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each calendar day and each calendar week by each worker employed on the project, which record shall be kept open at all reasonable hours to the inspection of the City, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

Wage Rates – Pursuant to Sections 1770, 1771, 1774 – 1776, 1777.5, 1813, and 1815 of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the State of California Department of Industrial Relations. Copies of such prevailing wage rates are available for review at the office of City's Director of Public Works, 456 West Olive Avenue, Sunnyvale, California 94086. Wage rates can also be obtained through the California Department of Industrial Relations website at:

<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

Bidders shall promptly notify the person identified on the cover page of this bid invitation, in writing, about all labor classifications not listed in the prevailing wage determinations but necessary for the performance of the work described in the bid documents.

The successful bidder/contractor, and each subcontractor shall keep accurate payroll records, and comply in all respects with Labor Code section 1776, including the timely response to written notices requiring copies of such records, as provided for in such section. In the event the contractor or subcontractor fails to comply within the ten day period, that contractor or subcontractor shall forfeit one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, as provided by Labor Code section 1776(h).

Prevailing Wage – As identified in the Notice to Bidders, the work contemplated by this agreement is a public work subject to prevailing wages under California Labor Code, Sections 1720 et. seq. The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality in which the work is to be performed for each craft, classification, or type of worker required to perform the work. A schedule of the most recent general prevailing per diem wage rates made available to the City will be on file at the City's principal facility office and will be made available to any interested party upon request. This prevailing wage rate schedule is provided by the City for Bidder's information only and is not guaranteed by the City to be current. Contractor is obligated to verify all appropriate prevailing wage rates and pay those rates as required. By this reference the verified current schedule of prevailing wage rates is made part of the Contract Documents. Contractor shall pay not less than the prevailing per diem wage rates, as specified in the schedule and any amendments thereto, to all workers employed by contractor in the execution of the work. Contractor shall cause all subcontracts to include the provision that all subcontractors shall pay not less than the specified prevailing per diem wage rates to all workers employed by such subcontractors in the execution of the work.

Contractor shall forfeit to the City, as a penalty, no more than two hundred dollars (\$200.00) for each calendar day or portion thereof for each worker that is paid less than the specified prevailing per diem wage rates for the work or craft in which the worker is employed for any portion of the work done by contractor or any subcontractor in violation of the provisions of the Labor Code, and in particular Sections 1770 to 1781 thereof, inclusive. Such forfeiture amounts may be deducted from the contract sum. Contractor shall also pay to any worker who was paid less than the specified prevailing per diem wage rate for the work or craft for which the worker was employed for any portion of the work, for each calendar day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker.

The City will not recognize any claim for additional compensation because of the payment by the Contractor for any wage rate in excess of prevailing wage rates set forth in the Agreement, including payment in excess of the prevailing wage for extra work paid by force account. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the contractor's bid and will not, under any circumstances be considered as the basis of a claim against the City under the Agreement.

Certified Payroll Records – Pursuant to Labor Code, Sections 1776 et. Seq., contractor and all subcontractors shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in

connection with the work. All payroll records shall be certified as being true and correct by contractor or subcontractors keeping such records; and the payroll records shall be provided to the City no later than three weeks after closing of payroll for City-funded projects, and no later than one week for federal aid projects. The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in Labor Code section 1776 (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Certified payroll records shall be made available at reasonable hours at the contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code section 1776. Certified payroll shall also be made available for inspection upon request by the State of California Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.

Each contractor and every lower-tier subcontractor will be required to submit certified payrolls and labor compliance documentations electronically via the software LCPTracker. Contractor shall cause all subcontracts to include the provision that all subcontractors submit certified payrolls and labor compliance documentation electronically via LCPTracker. Electronic submission will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor user will be given a Log-On identification and password to access the City's reporting system. Access will be coordinated by a City representative.

Apprentice Program – Attention is directed to State of California Labor Code, Sections 3095, 1777.5, 1777.6, and 1777.7 and Title 8, California Code of Regulations, Section 200, and the applicable Sections that follow. Responsibility for compliance with these requirements lies with the contractor. To ensure compliance and complete understanding of the law requiring apprentices, and specifically the required ratio thereunder, contractor or subcontractors should, where some question exists, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, California, or one of its branch offices prior to commencement of the work. In the event contractor willfully fails to comply with this section, it will be considered in violation of the requirements of the Contract.

Contractor and all of its subcontractors shall abide by the provisions of California Labor Code Section 1777.6 prohibiting discrimination in the acceptance of otherwise qualified apprentices; and California Labor Code Section 3095 which declares the unlawful discrimination in any recruitment or apprenticeship program on stated grounds. City shall be entitled to retain and withhold all penalties as authorized pursuant to California Labor code, Division 2, Part 7, Chapter 1, commencing with Section 1720 and following, in accordance with the provisions of that Chapter, and the regulations established by the Director of Industrial Relations pursuant to the statutory authority of such chapter.

**EXHIBIT E
PERFORMANCE BOND**

**SMaRT Station Municipal Solid Waste And Source Separated Recyclables
Integrated Processing System (NextGen) Project**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Sunnyvale ("City") has awarded to SSI Shredding Systems, Inc. as principal ("Contractor"), a contract for the public work described as follows:

The project entitled " SMaRT Station Municipal Solid Waste And Source Separated Recyclables Integrated Processing System (Nextgen) Project, pursuant to the award made to said Principal by the Council of the City of Sunnyvale to do and perform the following work, to wit: furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, the work as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications (the "work").

It is acknowledged that the contract provides for a one-year warranty period during which time this Bond remains in full force and effect. The contract and all of its terms and conditions are incorporated into this Bond by reference.

AND WHEREAS, the Contractor is required to furnish a bond in connection with the contract guaranteeing its faithful performance.

AND THEREFORE, we the undersigned Contractor as principal and _____ a _____, admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City as obligee in the sum of {Amount in Words} {\$Amount in Numbers} (which amount is not less than 100% of the contract price) to be paid to the City or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION of the obligation is such:

That if the Contractor, (or the Contractor's heirs, executors, administrators, successors or assigns) shall in all respects abide by, and well and truly keep and perform all of the covenants, conditions and agreements in the contract (and any alteration made as provided in the contract) at the time and in the manner specified and in all respects according to their true intent and meaning; and if the contractor shall indemnify and save harmless the City, its officers, employees and agents, as stipulated in the contract, then this obligation shall become and be null and void; otherwise this obligation shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the obligation of the Contractor and surety under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the work. During that time, if the Contractor (or the Contractor's heirs, executors, administrators, successors or assigns) fails to make full, complete and satisfactory repair and replacement or totally protect the City from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the work, then the obligation shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety shall continue so long as any obligation of the Contractor remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the contract or in the specifications agreed to between the Contractor and the City, or any forbearance on the part of the City shall operate to relieve the surety. The surety hereby waives the provisions of Section 2819 of the California Civil Code. The surety waives all rights of subrogation against the City or any person employed by the City. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this __ day of _____, 20__.

SURETY:
{Name}
(Address of Principal Place of Business)

CONTRACTOR:
SSI Shredding Systems, Inc.
9760 SW Freeman Dr
Wilsonville, OR 97070

Telephone No.:

By: _____

Facsimile No.

(Name: print or type)

By: _____
Attorney in Fact

Title: _____

By: _____
(Name: print or type)

Title: _____

(Notice: The signatures of the Surety and Contractor on this bond must be acknowledged before a notary public.)

**EXHIBIT F
PAYMENT BOND**

**SMaRT Station Municipal Solid Waste And Source Separated Recyclables
Integrated Processing System (NextGen) Project**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Sunnyvale ("City") has awarded to SSI Shredding Systems, Inc as principal ("Contractor"), a contract for the work described as follows:

The project entitled " SMaRT Station Municipal Solid Waste And Source Separated Recyclables Integrated Processing System (Nextgen) Project" pursuant to the award made to said Principal by the City of Sunnyvale to do and perform the following work, to wit: furnish all tools, equipment, apparatus, facilities, labor, transportation, supervision and management necessary to perform and complete in a good and workmanlike manner, the work as called for, and in the manner designated in, and in strict conformity with, Request for Proposal No. F24-166.

It is acknowledged that the contract provides for a one-year warranty period during which time this Bond remains in full force and effect. The contract and all of its terms and conditions are incorporated into this Bond by reference.

AND WHEREAS, the Contractor is required to furnish a bond in connection with the contract guaranteeing payment of persons who provide labor and material;

AND THEREFORE, we the undersigned Contractor as principal and _____, a _____, admitted and duly authorized to transact business under the laws of the State of California, as surety, are held and firmly bound unto the City or its successors and assigns as obligee in the sum of _____; (which amount is not less than 100% of the contract price) and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION of the obligation is such:

That if the Contractor, (or the Contractor's subcontractors, heirs, executors, administrators, successors or assigns) fails to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code of the State of California, with respect to such work and labor, that the surety will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorney's fees, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations named in Section 3181 of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the contract or in the specifications agreed to between the Contractor and the City, or any forbearance on the part of the City shall operate to relieve the surety. The surety hereby waives the provisions of Section 2819 of the California Civil Code. The surety waives all rights of subrogation

against the City or any person employed by the City. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this __ day of _____, 20__.

SURETY:
{Name}
(Address of Principal Place of Business)

CONTRACTOR:
SSI Shredding Systems, Inc.
9760 SW Freeman Dr
Wilsonville, OR 97070

Telephone No.:

By: _____

Facsimile No.

(Name: print or type)

By: _____
Attorney in Fact

Title: _____

By: _____
(Name: print or type)

Title: _____

(Notice: The signatures of the Surety and Contractor on this bond must be acknowledged before a notary public.)