

**DRAFT SERVICES AGREEMENT BETWEEN THE CITY OF
SUNNYVALE AND SNF POLYDYNE, INC. FOR WASTEWATER
TREATMENT ENHANCER CHEMICALS PROVIDER**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation of the State of California ("CITY"), and SNF POLYDYNE, INC. ("CONTRACTOR") a Delaware corporation.

WHEREAS, CITY advertise an Invitation for Bids (IFB) F24-010 on November 8, 2023; and

WHEREAS, CITY accepted the bid submitted by CONTRACTOR on March 20, 2024; and

WHEREAS, CITY desires to secure Wastewater Treatment Enhancer Chemicals and on-call technical services necessary for the testing of the chemicals; and

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONTRACTOR

CONTRACTOR shall provide services in accordance with Exhibit "A" entitled "Technical and Performance Specification." To accomplish that end, CONTRACTOR agrees to assign Boyd Stanley 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 for three (3) years from the date of execution, unless otherwise terminated in accordance with Section 17 below. Agreement may be renewed for up to three (3) additional one-year period at the sole option of the City.

3. Payment of Fees and Expenses

CITY agrees to pay CONTRACTOR at the rate set forth in Exhibit "B". Total compensation shall not exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00), unless upon written modification to this Agreement signed by both parties. CONTRACTOR shall submit payment invoices to CITY no more frequently than monthly to be paid in accordance with the procedures below.

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.

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 indemnify, defend, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described herein, caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct acts of the CITY. 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 Pacific Insurance Network System (PINS). CONTRACTOR shall take out and maintain 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.

13. Remedy for Product Non-Performance or Failure to Support Product

Refer to Exhibit D for actions the City may take if the product fails to meet the product performance requirements and/or the supplier fails to provide sufficient quality control or product support.

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 ten (10) days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of 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.
- 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 contract 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. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict 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.

26. 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.

27. Exhibits

Exhibits A, B, C, D, and E are attached and incorporated herein, and are made a part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE

By _____

By _____

City Clerk

City Manager

SNF POLYDYNE, INC. ("CONTRACTOR")

By _____

APPROVED AS TO FORM:

Name/Title

City Attorney

By _____

Name /Title

Exhibit “A”

Detailed Scope of Work and Specifications

The City of Sunnyvale (“City”) is seeking potential suppliers (Bidders) to provide Wastewater Treatment Enhancer Chemicals product(s) for use by the City of Sunnyvale Water Pollution Control Plant (“WPCP”) for three years, with the possibility of up to three one-year extensions thereafter. The products are intended to supplement the existing flocculant (polymer) used for removal secondary treatment solids at the WPCP’s dissolved air flotation tanks (DAFTs). Procurement of the polymer is not included in this Invitation for Bids. The volume of products needed for treatment may vary widely, depending on condition in the WPCP’s oxidation ponds. Currently, dosage rates in the range of 25-100 mg/L are used for the supplemental chemicals.

A. Background

The WPCP is a publicly owned and operated advanced-secondary wastewater treatment facility that processes approximately 12 million gallons per day (MGD) on average. The WPCP’s NPDES permit contains stringent water quality effluent limits for discharging to the San Francisco Bay as described in Appendix A. Primary treatment consists of screening, grit removal, and primary sedimentation. Following primary treatment, wastewater flows to the 400+ acre Oxidation Ponds for secondary treatment. Oxidation pond effluent is pumped to biotrickling filters (Fixed Growth Reactors, or FGRs), which provide a backstop to variable pond performance and further nitrifying the pond effluent. Following the FGRs, Dissolved Air Flootation Thickeners (DAFTs) remove the bulk of secondary solids (primarily algae) present in the oxidation pond effluent, followed by Dual Media Filters (DMFs), which remove additional solids and turbidity, and the chlorine contact tanks (CCTs) used for disinfection.

Treated wastewater is discharged to a tributary of South San Francisco Bay. The treatment process for discharge to the Bay is often referred to as “10 NTU” treatment, referring to the NPDES permit effluent limit for turbidity.

The WPCP also produces disinfected tertiary recycled water for use at municipal, commercial, and industrial facilities, with the greatest demand occurring during the warmer months. Recycled water is produced in a parallel sidestream process within the WPCP’s Tertiary Plant that utilizes the same unit processes as those used for 10 NTU discharge (DAFTs, DMFs, CCTs) but with the two streams isolated from each other. The recycled water is used for landscape irrigation and other allowable uses as specified in Title 22 of the California Code of Regulations. Title 22 defines this water as secondary effluent that has been further treated by coagulation and filtration to reduce turbidity to 2 NTU (average basis) and reduce total coliform to 2.2 MPN/100 ml or less (7-day median). The term “2 NTU” is used to refer to the level of treatment required for recycled water. Achieving this more stringent treatment is operationally more challenging and invariably requires a higher chemical dosing than that needed for 10 NTU discharge. Treatment requirements for 2 NTU operations are also presented in Appendix A for reference only. Although the same suite of chemicals is typically used for both 2 NTU and 10 NTU treatment, this IFB is focused on selecting chemicals most effective for 10 NTU treatment.

The characteristics of the solids (types of algae) that must be removed in the DAFT process typically vary seasonally, with more difficulty in removing solids dominating during the colder months, even though the total solids loading to the DAFTs is normally much lower at these times. These characteristics may also vary unexpectedly due to environmental conditions and other largely uncontrollable factors, and such changes may “override” the normal seasonal patterns. The WPCP laboratory uses microscopy to track algal speciation in the oxidation pond effluent, DAFT effluent, and final effluent. From mid-2021 to the present, a species of single-cell picoalgae (*Synechocystis sp.*) has become dominant in the oxidation ponds, along with two other types of cyanobacteria and a small green alga (*Chloroidium sp.*). These single-celled algae are very difficult to remove in the DAFTs and DMFs, presenting challenges in meeting the 10 NTU turbidity limit for NPDES discharge and often

requiring a cessation of recycled water production.

Experience has shown that the bulk of the turbidity and TSS removal must be achieved in the DAFTs, with the DMFs used primarily for “polishing,” thus reducing the need for frequent backwash cycles and associated costs. The WPCP has existing procurement contracts for several polymer flocculant products available for use in the DAFTs. The product determined to be most effective under current conditions is a cationic polyacrylamide Zetag 8819, procured from Solenis, LLC. Given the above-described challenges in meeting the stringent turbidity and TSS limits, the WPCP has found it necessary to supplement the polymer with additional chemical additives. The current operational regime utilizes both an oxidizer and an inorganic coagulant applied to the locations indicated in Figure 1. Diluted polymer is applied through diffuser rings located in the DAFT center wells).

The current chemical additives have been purchased under a short-term procurement process. The WPCP seeks to have a wider range of products available for use under long-term procurement agreements. The WPCP goal under this IFB is to qualify multiple suppliers/products since experience has shown that the optimal chemical dosing regimen can change significantly over time and that a particular combination is not always optimal for both 10 NTU and 2 NTU treatment. Contracting with multiple suppliers will provide greater flexibility to meet treatment requirements under changing conditions and treatment needs.

Based on optional benchtop testing, mandatory full-scale testing, and their overall experience, bidders may propose a product or combination of products for application at feed points #1 and/or #2, as shown in Figure 1. Bidders will specify the dosing rates to be used as described in Section D. Polymer will be applied to the DAFT center well in the normal fashion. If bidders opt to utilize the existing oxidizer rather than proposing an alternative product, Operations staff will set a dosing rate in consultation with the bidder and based on experience. Equipment available for chemical dosing includes:

1. A skid-mounted chemical feed system (12,600 ml/min maximum) that can draw from a tote and feed into the FGR Distribution structure (Feed Point #1), and
2. A second skid-mounted chemical feed system (12,600 ml/min maximum) can draw from a tote and feed into the DAFT Distribution Box. Feed Points #1 and #2 are separated by a rectangular flow conveyance channel. Transit time between the two locations is approximately 2.4 minutes at 8 mgd flow.

C. Product Requirements

Bidders are invited to submit product(s) for testing, to participate in the testing process as described in Section D of this Attachment, and submit bid pricing for the product(s). For the proposed product(s) to be acceptable, they must:

- Contribute to final effluent quality that meets all applicable requirements for NPDES discharge (10 NTU mode) when used in conjunction with the normal Tertiary Plant treatment processes, including the DAFT polymer dosing regimen that will be determined by plant Operators. The most important requirements relative to this procurement are turbidity and TSS. These and other relevant requirements are listed in Appendix 1.
- Utilize existing storage and delivery equipment as described in the Background Section. Minor modifications to existing systems are acceptable. Major modifications would be acceptable if made at the Bidder's expense and did not entail a significant increase in maintenance requirements compared to existing systems. Bidder shall supply the required product(s) in “totes” or equivalent storage vessel(s) and will tie into the existing dilution/delivery systems.
- Exhibit no immediate or long-term adverse impacts on plant operations or NPDES permit compliance, including toxicity impacts as described below. The “no impacts” requirement will remain in effect over the duration of the supply contract.

Product requirements may be modified by the City as necessary to meet permit requirements or otherwise deemed to be in the City's interests.

Note: The impact of a given product on the filtration process (e.g., head loss or filter run time relative to current operations) will also be tracked but will not be part of the product evaluation. However, filter run times are an important operational consideration and may enter into subsequent decisions as to which product to use at any particular time.

E. Product Support Requirements

Bidders selected through this process must provide ongoing technical consultation and assistance for normal use of the product(s) as part of the unit prices. For routine technical assistance, the timing of such support shall be determined by mutual agreement between the supplier and the WPCP. For emergency assistance (i.e., required to meet NPDES permit requirements), the supplier shall be available on-site within 48 hours of notification (verbal or electronic) by the WPCP. Failure to provide technical assistance at this level may result in the City switching to another supplier or canceling the contract.

Product support related to performance degradation or product quality issues shall not be eligible for reimbursement of supplier's costs for labor, expenses, or materials. However, if technical consultation and assistance beyond that which could be considered normal product support is required, the City will ask the supplier to submit a scope of work and cost for such assistance.

F. Toxicity Considerations

The City is required by its NPDES permit to conduct "whole effluent toxicity" testing, which includes separate acute toxicity and chronic toxicity testing protocols. Acute toxicity is assessed in a flow-through bioassay using rainbow trout. Acute toxicity in the WPCP effluent has rarely been observed. Chronic toxicity testing is performed by a contract laboratory using the alga *Thalassiosira pseudonana*. Instances of chronic toxicity trigger requirements for costly accelerated testing, costly investigations, and may trigger more restrictive requirements in the subsequent NPDES permit re-issuance.

To assess the potential for chronic toxicity linked to the product(s), the City, at its sole option, may collect filtered (or final) effluent samples for chronic toxicity testing during the mandatory full-scale performance testing process or at any time thereafter when the product(s) are in use. The findings from such testing may eliminate a product from consideration, or if a supply agreement has been entered into for that product, restrict its use and/or switch to a product from a different supplier.

G. Product Delivery

The following will apply to products supplied to the City under subsequent product purchase agreements. These requirements are in addition to those specified in the example Services Agreement provided as an attachment to this IFB:

- Product(s) shall be delivered to the City's Water Pollution Control Plant, 1444 Borregas Avenue, Sunnyvale, CA 94089.
- Suppliers must adhere to WPCP Safety Requirements. The supplier shall be responsible for connecting their hoses to the WPCP receiving station and satisfactorily cleaning up any spills related to offloading. Service air and a connection hose are typically available for the supplier's use while offloading product. A diaphragm pump is available for offloading products to the filter aid tank. Payment for the product delivered will be based on the difference in truck weight before and after delivery, using the scales

available at the City's adjacent SMaRT facility, and weight must be provided by the City or weights from other certified public scales acceptable to the City.

- Deliver the product to the existing storage facilities using the existing plant access roads with corresponding turning radii. The maximum allowable sized delivery truck shall be 5000 gallons.
- The Supplier shall provide test results and certification that product(s) conforms with those specified in the purchase agreement for each delivery. The City may, at its option, conduct testing to verify properties. If the City's test determines that the product fails to meet specifications, a written notice will be forwarded to the supplier. The entire delivery from which the sample was taken may be rejected by the City and returned to the supplier at the supplier's expense. Upon written notice of two or more failures to meet product specifications, the City may, at its option, terminate the contract. If this action becomes necessary, the supplier shall be responsible for removing and disposing of any unused product and storage vessels.
Note: The City encourages the supplier to make product improvements to maintain high levels of treatment in response to changing treatment conditions. If such changes result in deviation from the established specifications, the manufacturer must notify the City in writing with the new values on the Certification of Authenticity (COA), and the deviation may be waived by mutual prior consent.
- The Supplier shall deliver the quantity and quality of products ordered within ten (10) days of being notified by the City that a shipment is required. The quantity, quality, and delivery time are essential and critical obligations of this contract and will be contractual obligations. Failure to deliver, as obligated, may result in suspension or cancellation of the contract.

J. Purchase and Use of Products

Upon completion of the Selection Process and subsequent execution of supply agreements with the City, the WPCP will select among the products authorized by those agreements based on the following factors, which may differ over time:

- Treatment efficiency under conditions prevailing at that time
- Overall cost of treatment
- Minimizing backwash frequencies and maximizing net filter throughput
- Minimizing the potential for adverse effects on final effluent quality or permit compliance, particularly during periods when high product doses are needed
- Minimizing the quantity of solids produced that require disposal
- Responding to a supplier's delays in supplying product
- Other factors that City deems to be in its best interest

Appendix 1:	Treatment Requirements
Figure 1	Chemical Dosing Locations
Appendix 2	Product Test Result

Appendix 1. TREATMENT REQUIREMENTS

Table 1. Treatment Requirements for NPDES Discharge (partial listing)

Parameter	Requirement
Total Suspended Solids	<20 mg/l monthly average <30 mg/l daily maximum
CBOD*	<10 mg/l monthly average <20 mg/l daily maximum
Turbidity	<10 NTU instantaneous maximum
Enterococcus	<30 MPN/100 ml 6-weel rolling geometric mean <110 MPN/100 ml monthly 90 th percentile
pH	6.5 – 9.5
Acute Toxicity	100% survival in 96-hr static bioassay test
Chronic Toxicity	No indication that product(s) causes or contributes to toxicity, as determined by City or its contract laboratory.
Receiving Water	Product(s) do not cause or contribute to floating or suspended material, including solids, liquids, foams, or scum that cause nuisance or adversely affect beneficial uses.

* Carbonaceous BOD. A nitrification inhibitor is added to the standard 5-day BOD test to eliminate nitrogenous BOD.

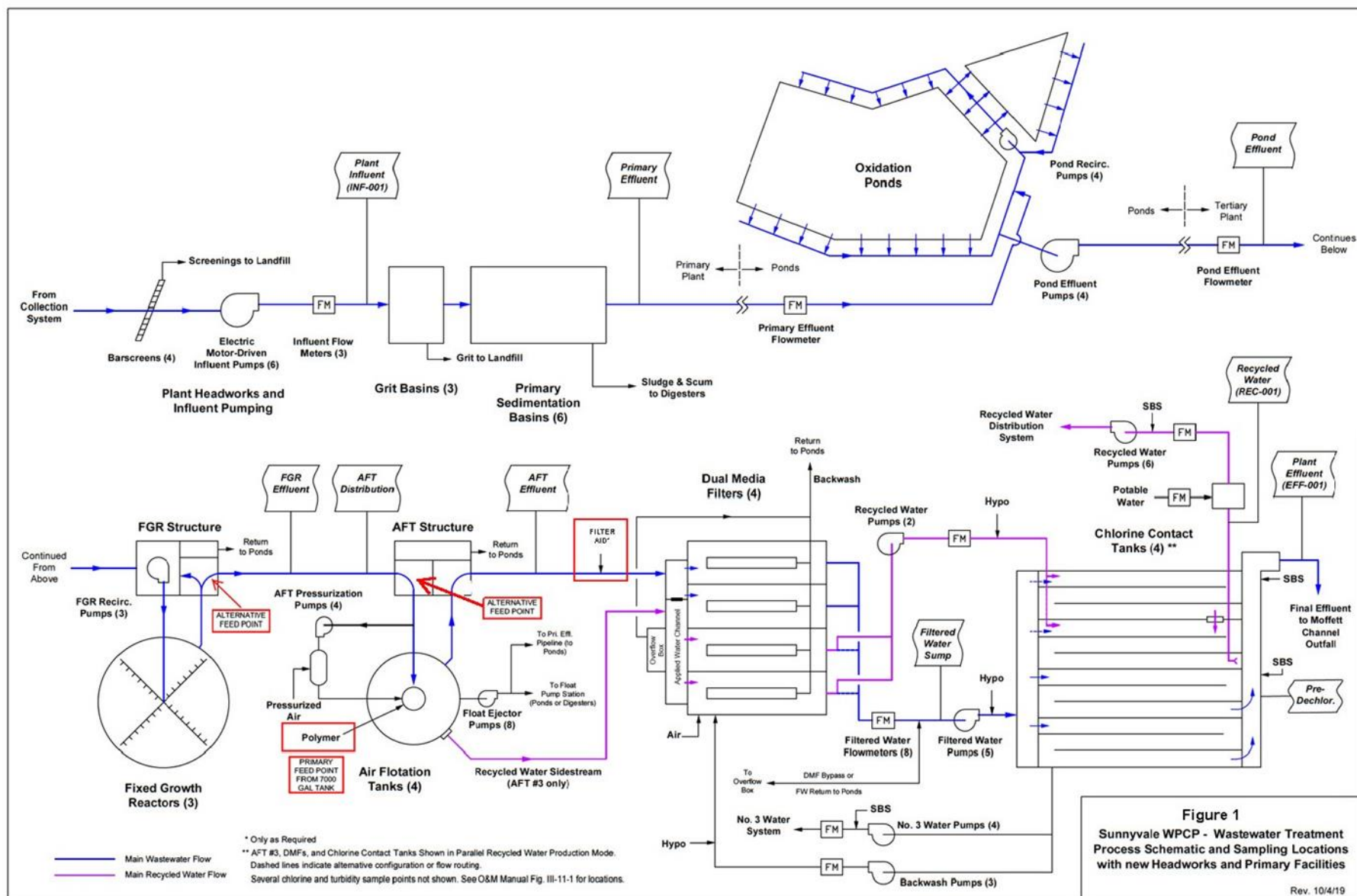
Table 2. Treatment Requirements for Recycled Water Production*

Parameter	Requirement
Filter Effluent Turbidity** (measured continuously)	<2 NTU average Does not exceed 5 NTU more than 5% of the time Does not exceed 10 NTU at any time
Total Coliform	<2.2 MPN/100 ml 7-day median <23 MPN/100 ml single sample maximum
Filter Aid Addition	Required between DAFTs and Filters if DAFT effluent turbidity exceeds 5 NTU

* During periods of recycled water production, the plant may also be discharging to the Bay, and the requirements listed in Table 1 apply to that discharge

** Compliance with turbidity requirements is determined based on time elapsed from the start of 2 NTU production run “Ready” status, up to a maximum of 24 hours.

Figure 1



Invitation for Bids F24-010

WASTEWATER TREATMENT ENHANCER CHEMICALS

Item	Units	Polydyne, Inc. 1 Chemical Plant Rd Riceboro, GA 31323
		WE-2694
Polymer Cost (Zetag 8819 for all trials)		
Polymer Use (total),	ml	513,792
Million gallons treated	mgal	23.3
Average required dose, volumetric basis ¹	gal/mgal	5.83
Product specific gravity ²	--	1.034
Average required dose, weight basis ³	mg/L	6.0
Polymer unit price ⁵	\$/lb	\$2.06
Conversion factor ⁶		8.345
Cost per million gallons treated	\$/mgal	\$103.6
Coagulant Cost		
Coagulant Use (total),	ml	576,000
Million gallons treated	mgal	23.3
Average required dose, volumetric basis ¹	gal/mgal	6.54
Product specific gravity ²	-	1.14
Average required dose, weight basis ³	mg/L	7.5
Proposers unit price bid, weight basis ⁴	\$/lb	\$1.32
Conversion factor ⁶		8.345
Cost per million gallons treated	\$/mgal	\$82.4
Total Cost per million gallons treated	\$/yr	\$186.0
Coagulant unit price firm for 3-yrs?		Yes
Technical assistance provided? ⁷		Yes
Other conditions		

Notes:

1. From Summary tab of Trial Workbooks (ppm by volume)
2. Product density provided as part of bid, converted to specific gravity. If a range of values was p
3. Volumetric dose converted to weight basis (ppm by weight)
4. Bid price, wet weight basis, excluding tax. Price based on delivery in 275 gallon "tote" bins.
5. Same value used for all Proposers
6. Conversion factor to convert flow in mgal and dose in mg/L to lb
7. Refers to whether bid price includes technical consultation and assistance for normal use of pr

Exhibit "C"

Compensation Schedule

Base Bid

Product #1

Product #	WE-2693
Manufacturer:	POLYDYNE INC.
Product Name & Number:	CLARIFLOC WE-2693
Product Specific Gravity or Bulk Density:	10 - 10.2 Lbs./Gal.
Percent Active Ingredient (min:)	6.2%±0.5%(Min % active ingredient(s) as a percent of wet weight)
Unit Price :	\$ <u>1.15</u> (Per wet pound of product delivered, excluding sales tax)

Product #2

Product #	WE-2694
Manufacturer:	POLYDYNE INC.
Product Name & Number:	CLARIFLOC WE-2694
Product Specific Gravity or Bulk Density:	9.5 - 9.6 Lbs./Gal.
Percent Active Ingredient (min:)	3.1%±0.5%(Min % active ingredient(s) as a percent of wet weight)
Unit Price :	\$ <u>1.32</u> (Per wet pound of product delivered, excluding sales tax)

Delivery will be made within 10 days (maximum 10 days) after receipt of an order, F.O.B. destination: Sunnyvale WPCP. Prices are guaranteed to be firm during the initial three-year contract term yes (yes/no).

Terms for payment of invoices 30 Days - No Discounts

Bid price includes any additional equipment or modifications required for use of supplier's products ____ (yes/no).

Unit bid price(s) above include technical consultation and assistance for the normal use of the product(s) as described in Section D. Yes (yes/no).

Exhibit D

INSURANCE REQUIREMENTS FOR CONSULTANTS/CONTRACTORS

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 \$1,000,000 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:

☐ **Liquor Liability coverage** written on an occurrence basis with limits not less than \$1,000,000 per occurrence.

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

☒ **Pollution Liability Insurance** in the minimum amount of \$1,000,000 per occurrence.

☐ **Valuable Papers and Electronic Data Processing** with limits not less than \$10,000 each.

☐ **Cyber Liability coverage** with limits not less than of \$1,000,000 per occurrence or claim.

☐ **Crime coverage** with limits not less than \$500,000 to include third party premises endorsement.

☐ If working directly with minors, the Certificate of Insurance must include coverage for molestation and sexual abuse with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

☐ **Garage Liability coverage** written on an occurrence basis with limits not less than \$1,000,000 per occurrence.

☐ **Garage Keepers Liability coverage** with limits not less than \$100,000 per location.

☐ **On-Hook coverage** with limits not less than \$100,000 per vehicle.

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 liquor liability, valuable papers and electronic data processing, cyber liability, sexual abuse and molestation 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 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. 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.
5. 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.
6. 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.

7. 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 certified mail, return receipt requested, has been given to the City of Sunnyvale.
8. 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.
9. 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, 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, 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:

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 to bind 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 E

Remedy Process for Product Non-Performance or Failure to Support Product

If, during the term of this agreement, the product(s) fail to meet performance requirements or exhibit a lack of adequate quality control (e.g., inconsistency in physical characteristic or performance compared to previous batches, evidence of contamination, etc.), the City may take the following actions:

- Notify the supplier and allow them to work with WPCP staff for a duration commensurate with the issue at hand to resolve the performance degradation or other issue. Suppliers shall respond to such a notification within 24 hours.
- For performance degradation or product quality issues that could impact the WPCP's ability to meet permit requirements and/or which adversely affect plant operations, the City will request that the supplier send a representative to the WPCP to examine the issue(s) at hand and work with WPCP staff in resolving them. In such cases, the supplier shall provide the representative within 48 hours of making the request. The City shall be the sole judge as to whether performance degradation or product quality issues may impact the WPCP's ability to meet permit requirements adversely affect plant operations
- Product support related to performance degradation or product quality issues shall not be eligible for reimbursement of supplier's costs for labor, expenses, or materials.
- The supplier shall be responsible for maintaining product quality throughout the delivery process and shall be responsible for remedying product quality issues that may arise from the actions of 3rd party transporters used by the supplier to deliver the product.
- Depending on the outcome of the supplier intervention and at its option, the City may elect to purchase product(s) from another supplier that participated in full-scale testing or to invite different suppliers to conduct demonstration testing on an emergency basis to develop performance data for comparison with the initial supplier's product.
- If such testing reveals significantly improved performance, the City reserves the right to temporarily suspend or terminate the supplier's contract and enter into a supply agreement with an alternate supplier.
- The product delivered to the WPCP cannot be contaminated. The supplier shall compensate the City for contaminated product that impact WPCP equipment or processes, or result in the need for non-routine efforts by WPCP staff to resolve in the form of a direct payment or product credit. Products that have been contaminated or are otherwise of unsuitable quality for the intended use shall be removed and replaced by the supplier at no cost to the City.
- The contaminate may consist of, but are not limited to:
 1. Debris
 2. Unknown materials that alter the physical and/or chemical properties

