

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH CALGON CARBON
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2020, by and between the City of Santa Rosa, a municipal corporation ("City"), and Calgon Carbon UV Technologies, LLC, a Delaware Limited Liability Company ("Supplier").

R E C I T A L S

A. City desires to obtain professional services for equipment submittals and design assistance of Ultraviolet Light Disinfection Equipment System project for the CITY of Santa Rosa's Laguna Treatment Plant.

B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Supplier represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Supplier will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Supplier agree as follows:

1. SCOPE OF SERVICES

Supplier shall provide to City design support services described in Exhibit A ("Scope of Services"). Supplier shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Supplier and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Supplier and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Supplier for services rendered pursuant to this Agreement at not to exceed sum of eighty six-thousand dollars and no cents (\$86,000.00). Supplier shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed,

and planned effort for the next period. Invoices shall be based upon percentage of the work completed as of the date of said invoice.

b. The payments prescribed herein shall constitute all compensation to Supplier for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Supplier, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Supplier, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Supplier's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of eighty six-thousand dollars and no cents (\$86,000.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 86509.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Supplier shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Supplier shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Supplier shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Supplier shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Supplier, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Supplier hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Supplier shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Supplier in exchange for City's agreement to make the payments prescribed hereunder. Failure by Supplier to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Supplier, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Supplier to maintain required insurance coverage shall not excuse or alleviate Supplier from any of its other duties or obligations under this Agreement. In the event Supplier, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Supplier shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Supplier agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Supplier agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Supplier shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Supplier agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Supplier in the performance of this Agreement before Supplier contracts with or otherwise engages any such subcontractors or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Mark Kasraie, PE
Supervising Engineer
Or City Project Manager
69 Stony Circle
Santa Rosa, CA 95401
Tel. (707) 543-3857
Fax: (707) 543-3801

Supplier Representative:

Christopher Todd
Executive Director
Calgon Carbon Corporation
3000 GSK Drive
Moon Township, PA
Tel. 1 (724) 218-7244
Cell 1 (412) 427-7881

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Supplier (including Supplier's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Supplier nor Supplier's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Supplier under the provisions of this Agreement, and Supplier shall be issued a Form 1099 for its services hereunder. As an independent contractor, Supplier hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Supplier's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Supplier, in the performance of Supplier's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Supplier for accomplishing such results. To the extent that Supplier obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Supplier's sole discretion based on the Supplier's determination that such use will promote Supplier's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Supplier use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Supplier, such persons shall be entirely and exclusively under the direction, supervision, and control of Supplier. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Supplier. It is further understood and agreed that Supplier shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Supplier's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between

City and Supplier. Supplier may represent, perform services for, or be employed by such additional persons or companies as Supplier sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid as agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Supplier each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Supplier's performance hereunder, in whole or in part, by giving a written notice of suspension to Supplier. If City gives such notice of suspension, Supplier shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Supplier. Upon such termination, Supplier shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Supplier for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Supplier had the Agreement not been terminated or had Supplier completed the services required by this Agreement. Supplier shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Supplier.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Supplier shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, consistent with the schedule in the Scope of Services.

13. STANDARD OF PERFORMANCE

Supplier shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Supplier's profession in California. All products of whatsoever nature that Supplier delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Supplier's profession, and shall be provided in accordance with any schedule of performance. Supplier shall assign only competent personnel to perform services under this Agreement. Supplier shall notify City in writing of any changes in Supplier's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Supplier to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Supplier shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

Supplier Project Manager:

Brian Dessart
Project Manager
2000 McClaren Woods Drive
Corapolis, PA, 15108
Tel. 1 (724) 218-7012
Cell 1 (412) 979-6394

14. CONFLICTS OF INTEREST

Supplier covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Supplier's performance of services under this Agreement. Supplier further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Supplier agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "suppliers" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "supplier" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "suppliers" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

___ yes X no (check one)

If "yes" is checked by the City, Supplier shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "suppliers"; and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Supplier shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Supplier may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Supplier agrees to protect all City Information and treat it as strictly confidential, and further agrees that Supplier shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Supplier shall comply with all City policies governing the use of the City network and technology systems. A violation by Supplier of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. SUPPLIER INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Supplier pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Supplier shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Supplier shall fully defend, indemnify and hold harmless City, its officers and

employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Supplier pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Supplier not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Supplier of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Supplier by City, whether received in connection with Supplier's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Supplier of any request for the disclosure of such information. Supplier shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Supplier shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Supplier to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Supplier of any rights regarding the information designated "trade secret" by Supplier, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Supplier shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Supplier shall pay to the City when due all business taxes payable by Supplier under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Supplier.

d. Discrimination Prohibited. With respect to the provision of services under this

Agreement, Supplier agrees not to discriminate against any person because of the 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 military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Supplier, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Supplier hereby represents and warrants to City that it is (a) a duly organized and validly existing Limited Liability Company, formed and in good standing under the laws of the State of Delaware, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Supplier hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Supplier in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

20. COUNTERPARTS AND ELECTRONIC SIGNATURES

Counterparts and Electronic Signatures. This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Supplier wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their

respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

SUPPLIER:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: _____

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

By: _____

Print Name: _____

Title: _____

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

Office of the City Attorney

City of Santa Rosa Business Tax Cert. No.

Attachments:

- Attachment One - Insurance Requirements
- Exhibit A - Scope of Services

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS**

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT A

SCOPE OF SERVICES

City of Santa Rosa Ultraviolet Light Disinfection Equipment System (PROJECT)

Design Support Services

PROJECT UNDERSTANDING

The City of Santa Rosa (City) has entered into a Memorandum of Understanding with Calgon Carbon (Supplier) regarding the supply of **Ultraviolet Light Disinfection Equipment System**.

Supplier will provide the following scope of services and support the City's design engineer, Carollo Engineers, Inc, (Engineer) during the design phase of the project:

DESIGN SUPPORT SCOPE OF SERVICES

- A. The Supplier shall provide design support services to the City and Engineer in order to fully integrate the selected UV disinfection system into the final contract documents for use by the Contractor.
- B. Scope of the services shall include but not limited to the following tasks:
 - 1. The Supplier's team shall attend an initial three-day design and controls workshop to be conducted in the Engineer's office in Santa Rosa, CA.
 - 2. SUPPLIER team shall include the Supplier's project manager, process specialist and controls engineer as designated by Supplier.
 - 3. SUPPLIER shall submit Technical Submittals as required to adequately define the UV disinfection system and in accordance with Request for Proposal (RFP 16-71, dated September 22, 2016 and updated December 2019), and Proposal (dated October 17, 2016 and updated December 24, 2020). The initial workshop shall be scheduled after the Technical Submittals have been submitted and reviewed by the City and Engineer.
 - 4. During this workshop, the following topics will be discussed:
 - a. Review and validate hydraulics, flow distribution between UV channels, and flow and level control measures.
 - b. Review and validate Process and Instrumentation Diagrams (P&IDs) and electrical design relative to the UV System requirements.
 - c. Review and validate baffle plate selection, design criteria, and layout and provide approval.
 - d. Review and validate the whole UV disinfection process layout, design criteria, and provide approval.
 - e. Review and validate the UV disinfection equipment maintenance, removal, accessibility, and crane layout during the design.
 - f. Review and validate the UV support equipment and layout, including chemical systems, electrical equipment as well as process control equipment and ancillaries.
 - g. Review, validate and coordinate the operations and controls of the UV disinfection system.
 - h. Review and validate specifications for installation and testing of the UV System by Contractor.

EXHIBIT A

5. For each design submittal, Supplier shall provide up to 40 hours of time to review and provide comments on construction documents prepared by the Engineer during the design, at 60 and 90 percent design completion levels. (a total of 80 hours).
6. Respond to Engineer's questions during the design.
7. The Supplier's team shall attend a final one-day design and controls workshop to be conducted in the Engineer's office in Santa Rosa, CA, prior to bidding for final coordination.
8. The Supplier shall provide an additional 80 hours of PLC and HMI programming to incorporate control, interface and display requirements not specifically requested in the specifications but agreed upon during the workshops.

TIME OF PERFORMANCE

Anticipated schedule for completion of Supplier's scope of services is as follows.

- Submittal of Shop Drawings and Suppliers Data, approximately 8 weeks after this Agreement is executed.
- Initial Design Workshop: approximately 10 weeks after this Agreement is executed.
- Submittal of follow up Shop Drawings and Suppliers Data, approximately 2 weeks after receipt of comments on previous submittals.
- Final Design Workshop: To be determined.
- Ongoing Design and Controls Assistance: As needed.
- PLC and HMI Programming: Towards the end of the construction period.

DELIVERABLES

- Shop Drawings and Suppliers Data (Per Request for Proposal Documents, Section 01300).