

**CITY OF SANTA ROSA
GENERAL SERVICES AGREEMENT
WITH ALFA LAVAL, INC.
AGREEMENT NUMBER F002358**

This "Agreement" is made as of this ____ day of _____, 2021, by and between the City of Santa Rosa, a municipal corporation ("City"), and Alfa Laval, Inc. a New Jersey Corporation ("Contractor").

RECITALS

A. City desires to recondition two of the Winkelpress belt presses in operation at the Laguna Treatment Plant.

B. City desires to retain a qualified contractor to conduct the services described above in accordance with the terms of this Agreement.

C. Contractor represents to City that it is fully qualified to conduct the services described above.

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

AGREEMENT

NOW, THEREFORE, City and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide to City the services described in Exhibit A ("Scope of Services"). Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Contractor 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. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

2. TIME FOR PERFORMANCE

The services described herein shall be provided in accordance with the schedule, set forth in the Scope of Services. Contractor shall devote such time and effort to the performance of services as is necessary for the satisfactory and timely performance of Contractor's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed

by any cause, present or future, that is beyond the reasonable control of that party.

3. STANDARD OF PERFORMANCE

Contractor shall perform all services required under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's occupation in California. All products and services of whatsoever nature that Contractor provides to City pursuant to this Agreement shall conform to the standards of quality normally observed by persons currently practicing in Contractor's occupation, and shall be provided in accordance with any schedule of performance specified in Exhibit A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, at any time during the term of this Agreement, desires the removal of any person assigned by Contractor to perform services pursuant to this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

4. COMPENSATION

The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in Exhibit A shall not exceed the total sum of \$523,065.46. The Chief Financial Officer is authorized to pay all proper claims from Charge Number 86301.

5. BILLABLE RATES, PAYMENTS TO CONTRACTOR

a. Billable Rates. Contractor shall be paid for the performance of services at lump sum, as set forth and broken down in Exhibit A.

b. Payments. Payments will be delayed where Contractor fails to provide the information required under subsection c. below or fails to comply with the insurance requirements in Attachment One to this Agreement. In no event shall the City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Invoices. Payment will be made on a calendar-month basis in arrears. Invoices shall be submitted to the person and address specified in the Agreement, bid, or purchase order. In the event this Agreement becomes effective or terminates during the course of a month, the amount paid to the Contractor for the partial month shall be determined by prorating the amount on the basis of the number of calendar days involved. Processing of payment will be delayed for Contractor's failure to include reference to Agreement (including number) on the invoice **and for failure to maintain current insurance information with the City in accordance with insurance requirements hereunder.** In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in the Contractor's invoice. Invoices for services provided in June or for any services not previously

invoiced shall be submitted within 10 working days after June 30 to facilitate City fiscal year end closing. Failure to comply with this invoice submission requirement may delay payment.

In connection with any cash discount specified in the bid response, if applicable, or Contractor's Proposal, time will be computed from the date correct invoices are received by the person and address specified in the Agreement, bid, or purchase order. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check. All invoices shall contain the following information:

1. Contractor name and remittance address
2. Date of invoice issuance
3. Amount of invoice
4. City purchase order or Agreement number
5. Identification of Agreement or purchase order line item(s) (if multiple lines) and description of services provided
6. Date of completion of services
7. Detail of costs, including labor, materials, tax, etc.

d. Business Taxes. Contractor shall pay to the City when due all business taxes payable by Contractor 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 Contractor.

6. TERM, SUSPENSION, TERMINATION

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

b. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Contractor. If City gives such notice of termination, Contractor shall immediately cease rendering services pursuant to this Agreement. If City terminates this Agreement, City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination. In this regard, Contractor shall furnish to City such information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement.

7. TERMINATION OF AGREEMENT FOR DEFAULT

If at any time 1) Contractor fails to conform to the requirements of this Agreement; 2) Contractor seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceeding is commenced against Contractor which

may interfere with the performance of this Agreement; or 4) Contractor has failed to supply an adequate working force, or materials of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of this Agreement, which default is not fully corrected or remedied to the reasonable satisfaction of City within ten (10) days following the date a written notice thereof by City, then City shall have the right and power, at its option and without prejudice to any other rights or remedies it may have, to immediately terminate this Agreement. Any cost or expense incurred by City arising out of Contractor's breach or default hereunder, and for City's enforcement of these rights, shall be the obligation of Contractor and may, at City's discretion, be deducted from any amounts that may then be owing to Contractor under this Agreement, without any release or waiver of any other rights or remedies in law or equity to which City may be entitled.

8. INDEMNIFY AND HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend and hold harmless City and its employees, officials, and agents, from and against any liability, (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, interest, defense costs, and expert witness fees), where the same results from or arises out of the performance of this Agreement by Contractor, its officers, employees, agents, or sub-contractors, excepting only that resulting from the sole, active negligence or intentional misconduct of City, its employees, officials, or agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employees' benefits acts. The provisions of this Section 8 shall survive any expiration or termination of this Agreement.

Contractor's total liability for any matters arising out of or related this agreement whether for breach of contract or by reason of any tort (including negligence), warranty, indemnity, or otherwise, shall in no event exceed two times the contract price. The forgoing limit shall not apply to proceeds payable under Section 9 INSURANCE REQUIREMENTS and Attachment One to this Order or in the event that Contractor's insurers fail to provide coverage per the insurance terms of this agreement or in the event that Contractor's applicable insurance limits have been impaired, reduced or exhausted, in which event Contractor's total liability for insurable claims shall not exceed \$1,000,000 or the amount of the remaining applicable insurance limits, if any, whichever amount is greater.

9. INSURANCE REQUIREMENTS

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements", which is attached hereto and hereby incorporated herein by this reference. Maintenance of the insurance coverages as set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for the City's agreement to make the payments prescribed

hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the City as a material breach of this Agreement by Contractor, whereupon the City shall be entitled to all rights and remedies at law and in equity, including but not limited to the immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of the City pursuant to Section 11 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in Attachment One.

10. LEGAL REQUIREMENTS AND PERMITS; NONDISCRIMINATION

a. Legal Requirements and Permits. Contractor represents and warrants that Contractor has all licenses, permits, City Business Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its occupation and provide services under this Agreement. Contractor 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 (ADA) of 1990, (42 U.S.C. 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which prohibits discrimination against individuals with disabilities and may require reasonable accommodations; (ii) and Labor Code Sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code Section 1720 et seq.; (iii) OSHA; and (iv) the Immigration Reform and Control Act of 1986. Contractor shall, if requested by City, provide certification and evidence of such compliance. If Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

b. Non-Discrimination. With respect to the provision of goods or services under this Agreement, Contractor 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.

11. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not subcontract or assign any right or obligation under this Agreement without the written consent of the City. Any attempted or purported subcontract or assignment without City's written consent shall be void and of no effect. No right under this Agreement, or claim for money due or to become due hereunder, shall be asserted against the City, or persons acting for the City, by reason of any so-

called assignment of this Agreement or any part thereof and Contractor hereby agrees to indemnify and hold City harmless against any and all such claims. In the event Contractor obtains the prior written consent of City to assign monies due or to become due under this Agreement, Contractor shall provide City a copy of the instrument of assignment duly executed by Contractor, which shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work. Upon notice and request by the City, Contractor shall promptly remedy, to include termination of any subcontract as appropriate and necessary, any default or failure to perform in a satisfactory manner the work undertaken by any subcontractor. Contractor shall be fully responsible and accountable to the City for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by them, to the same extent that Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.

12. BINDING EFFECT

This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the parties, subject to the provisions of Section 11, above.

13. RETENTION OF RECORDS

Contractor shall be required to retain any records necessary to document the charges for the services to be performed under this Agreement and make such records available to the City for inspection at the City's request for a period of not less than four (4) years.

14. ENTIRE AGREEMENT

This document, including all Exhibits and Attachment One, contains the entire agreement between the parties and supersedes whatever oral or written understanding the parties may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Santa Rosa City Code.

15. SEVERABILITY

If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. WAIVER

Neither City acceptance of, or payment for, any service performed by Contractor, 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.

17. ENFORCEMENT OF AGREEMENT

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 located 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.

18. CONTRACTOR NOT AGENT

Except as City may specify in writing, Contractor and Contractor's personnel shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.

19. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor'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 Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor 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 Contractor'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 Contractor, in the performance of Contractor'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 Contractor for accomplishing such results. To the extent that Contractor 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 Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor 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 Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. 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 Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 19 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

20. NOTICES

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, 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 affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

City

Brandalyn Tramel
Purchasing Agent
635 First Street, 2nd Floor
Santa Rosa, California 95404
Phone: (707) 543-3706
Fax: (707) 543-3723

Contractor

John Moccero
Account Manager –
Water Separation Sales
10470 Deer Trail Drive
Houston, Tx 77038
Phone: (832) 683-7205
Fax: (804) 545-2050

21. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to the City that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of New Jersey, (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. Contractor 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 Contractor 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.

22. 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 Contractor 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.

CONTRACTOR:

CITY OF SANTA ROSA
a Municipal Corporation

Alfa Laval, Inc

TYPE OF BUSINESS ENTITY:

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

By: _____

Print Name: Daniel J Galvin III

Title: Board Chair

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: 
JOHN PIAZZA (Aug 23, 2021 10:13 EDT)


Karen Donovan (Aug 23, 2021 09:24 PDT)

Print Name: John Piazza

Office of the City Attorney

Title: Vice President

ATTEST:

By: 

Recording Secretary

Print Name: Joseph M. Lawrence

Title: Treasurer/Controller

City of Santa Rosa Business Tax Cert. No.

06527452

Attachments:

Attachment One - Insurance Requirements
Exhibit A - Contractor's Proposal

EXHIBIT A

August 12, 2021

City of Santa Rosa
4300 Llano Road
Santa Rosa, CA 95407

Attention: Richard Giordanella

Reference: Proposal – Site Reconditioning
Laguna Treatment Plant
(2) Winklepress Type 84 2.0 meter
Alfa Laval **Quote No. 060521A-JM REV 1**



Alfa Laval Inc.
10470 Deer Trail Drive
Houston, TX 77038
USA
Tel: +1 800-362-9041
Fax: +1 281-449-1324
www.alfalaval.us

Dear Mr. Giordanella,

Alfa Laval Inc. is pleased to offer its proposal for on-site machine reconditioning of (2) two Winklepress Type 84 2.0 meter belt filter presses for the above referenced location.

Alfa Laval started its "Rebuild Program" to provide customers with "today's technology" on earlier model belt filter presses and an alternative to purchasing new replacement equipment. Over the past thirty years Alfa Laval has completed rebuild/reconditioning projects consisting of partial site repairs, complete site machine reconditioning, complete factory machine reconditioning, partial factory machine reconditioning and site machine upgrades.

All parts supplied by Alfa Laval , for reconditioning your machine, shall meet Alfa Laval's latest O.E.M. design standards. All parts will be made to Alfa Laval's standard level of quality under ISO9001:2015 certified procedures. All labor shall be performed by qualified Alfa Laval trained service technicians who are experienced in the disassembly/reassembly of the Winklepress.

Scope of work:

Alfa Laval's scope for reconditioning the Winklepresses includes using only new O.E.M. (Original Equipment Manufacturer) parts, site labor/expenses, and inbound freight charges. Off-loading of parts at site shall be by others.

This project will consist of one trip, per Winklepress, for 12-14 days working extended work days at 10-12 hours per day, including weekend work.

Winklepress Type 84 2.0 meter Reconditioning:

QUANTITY

DESCRIPTION

The below list details the parts and site labor that will be provided on the project per Winklepress.

- | | |
|---------|---|
| (1) Set | New set of upper and lower filter belts. |
| (1) Lot | <p>New set of 60/90mm rollers consisting of the following:</p> <ul style="list-style-type: none"> (8) 9 ½” Plain rollers (tensioning/guide/steering) 60mm (2) 9 ½” Pressure rollers 90mm (2) 10” Drive rollers 90mm – Buna N Coated (1) 11” Pressure roller 90mm (1) 16” Pressure roller 90mm (1) 18” Pressure Perforated roller 90mm (1) 32” Dandy Perforated pressure roller 90mm <p>Drive rollers shall be coated with ¼” Buna-N rubber. All plain rollers and 18” Perforated roller coated with 25mils of thermoplastic nylon. 32” Perforated dandy roller fabricated from 316L stainless steel.</p> |
| (32) | <p>Install new Alfa Laval bearing housing assemblies. New Alfa Laval bearing assemblies consist of bearing housing coated with thermoplastic nylon for maximum protection against corrosion, triple labyrinth seal, bearing with steel bronze machined cage, 316 stainless steel hardware and splashguard kit. Greasing intervals every 6 months.</p> |
| (1) Lot | New 316 stainless steel mounting hardware for bearing assemblies. |
| (1) Lot | Install new electrical switches (no cake, belt misalignment, belt breakage and trip cord switch). |
| (2) Lot | New 316 stainless steel steering valve/paddle assemblies with new stainless steel braided hoses. |
| (6) | <p>New fiberglass steering and tensioning cylinders with new hydraulic fittings, new 316 stainless steel flex hoses, new steering pivot plate assemblies and new tension cylinders mounting plates. New hydraulic cylinders shall have fiberglass outer casing, laminated phenolic heads, stainless steel tie rods and 316 stainless steel piston rods. Install.</p> |
| (2) | New 316 stainless steel tensioning transverse shafts. |
| (4) | New tensioning racks and pinion gears. |
| (2) | New KA97 belt drive AC gearmotors and carbon steel galvanized torque arm mounting brackets. |

<u>QUANTITY</u>	<u>DESCRIPTION</u>
(1) Lot	New upper and lower washbox assemblies. Upper washbox shall have adjustable side plates. Washboxes and side plates shall be fabricated from 316L stainless steel and include UHMWPE wash tube mounting blocks and upper washbox mounting brackets fabricated from A-36 carbon steel and hot dip galvanized.
(2)	New upper and lower washtubes with new poly blocks and clear hoses.
(1) Lot	New gravity and pressure section drain pans fabricated from 316L stainless steel. Includes gravity section drain pan support brackets fabricated from A-36 carbon steel and hot dip galvanized, SCH. 80 PVC drain piping and fittings, and galvanized pipe hangers. (Note: Existing Dandy tray has 6" flange connections).
(1) Lot	New wear components consisting of: <ul style="list-style-type: none"> (1) Lot Rubber seals for gravity zone side seals, splash guard and upper/lower washboxes (2) UHMWPE discharge scraper blades (1) Lot UHMWPE chicane plow blades. Chicane blades being offered are the latest O.E.M. design which have shown to provide increase in discharge cake solids. (1) Lot UHMWPE wear bars for gravity section drainage grids and vertical wedge section (1) Lot UHMWPE plates for vertical wedge section (1) UHMWPE gravity section belt slide plate with poly tee brackets (1) Lot Neoprene rubber feed chute flap and seal (2) UHMWPE upper belt (horizontal) tension cylinder slide plates. (1) set UHMWPE/Rubber vertical seal assembly with stainless steel cross brace and mounting hardware. (LH and RH)
(1) Lot	New carbon steel galvanized brackets consisting of the following: <ul style="list-style-type: none"> (2) Upper washbox drain tray mounting angles. (1) Lot Drive roller drain tray mounting angles. (1) Lot Gravity section drain tray support brackets. (2) Gravity grid side support angles. (2) Upper and lower scraper weldments with 316 stainless steel scraper blade backing plates.
(1) Lot	New 316 stainless steel gravity section grid weldments.
(1) Lot	Site labor and expenses to install new machine components listed above including local forklift rental, gang-box box (hand tools) and rigging material. After completion of site work machine will be recommissioned to ensure belts are tracking and machine is functioning properly with plant process.
(1)	Inbound/outbound freight. Loading/off-loading at site to be by others.

Total Sell Price for (1) one Winklepress Reconditioning: **\$ 270,353.57**, F.O.B. Houston, TX
with freight allowed to jobsite. Loading/off-loading at site to be by others.

Pricing Breakdown

Parts (taxable)	\$ 177,617.00
State Sales Tax (9.25%)	\$ 16,429.57
Site Services (non-taxable)	\$ 70,362.00
Freight (non-taxable)	\$ 5,945.00
Total	\$ 270,353.57

Total Sell Price for (2) two Winklepress Reconditioning: **\$ 523,065.46**, F.O.B. Houston, TX
with freight allowed to jobsite. Loading/off-loading at site to be by others.

Pricing Breakdown

Parts (taxable)	\$ 339,086.00
State Sales Tax (9.25%)	\$ 31,365.46
Site Services (non-taxable)	\$ 140,724.00
Freight (non-taxable)	\$ 11,890.00
Total	\$ 523,065.46

Purchase order should be made out to “Alfa Laval Inc.”

Alfa Laval D.I.R. # 1000054838

Note: Above pricing includes California State Prevailing Wage rates.

Terms and Conditions:

Shipment of Winklepress parts can be made within 12-14 weeks after receipt of Purchase Order. Invoice(s) will be submitted at time of parts shipment and after completion of site services. **Payment terms are 100% Net 30 days.**

Alfa Laval will warrant, unless otherwise indicated, all hardware for a period of (1) one year from date of delivery. Alfa Laval's obligation under this warranty being limited to repairing or replacing, at its option, any part found to its satisfaction to be so defective, provided that such part is, upon request, returned to Alfa Laval's factory, freight prepaid. This warranty does not cover parts damaged by decomposition from chemical reaction or wear caused by abrasive materials, nor does it cover damage resulting from misuse, accident, neglect, or from improper operation, maintenance, modification or adjustment.

Customer shall be responsible for off loading of belt press parts (crates) at job site and placing crates in the staging area next to the Dewatering Building. Customer shall dispose of all old machine parts and all crating material. Customer responsible for movement of any obstructions (i.e odor hood, platform, etc.) to gain access for the removal/installation of machine components.

All local motor disconnect devices and/or local motor lockouts that may be required by a governing electrical code shall be provided and installed by others.

The quoted prices do not include any bond, permits or other fees. Any bonding, permits or other fees that may apply must be added to the quoted price and paid by the buyer.

This proposal is offered for acceptance within sixty (60) days from date of quotation. Prices are subject to review thereafter. Prices are firm, based upon receipt of Purchase Order or notice to proceed within this sixty (60) day period.

We wish to thank you for the opportunity to provide this proposal. Should you have any questions, please feel free to contact John Moccero at (832) 683-7205.

Best regards,

John Moccero

John Moccero

Account Manager – West Coast



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 4900 Libbie Mill East Blvd. Suite 100 Richmond VA 23230	CONTACT NAME: Certificates PHONE (A/C, No, Ext): 804-780-0611 E-MAIL ADDRESS: certificates@marshmma.com FAX (A/C, No): 804-788-8944
INSURED Alfa Laval Inc. 5400 International Trade Drive Richmond VA 23231	INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company of the State of PA INSURER B: Hartford Fire Insurance Company INSURER C: National Union Fire Ins Co PittsburghPA INSURER D: Property & Casualty Ins Co of Hartford INSURER E: <u>Karen Donovan</u> INSURER F: Karen Donovan (Aug 23, 2021 09:24 PDT)
	NAIC # 19429 19682 19445 34690

COVERAGES**CERTIFICATE NUMBER:** 1238331550**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$40,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL6634499	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			14ABS41702	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			15054852	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	14WNS41700	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER USL&H / STOP GAP E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Hired Car Physical Damage			14ABS41702	1/1/2021	1/1/2022	Comprehensive Collision \$2,000 DED \$2,000 DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Santa Rosa, its officers, agents, employees, and volunteers are included as additional insured under the General Liability if required by written contract with respect to work performed by the named insured for specifically referenced jobs.
The General Liability applies as primary and non-contributory to the additional insured's own liability coverage if required by written contract.
A Waiver of Subrogation applies in favor of the City of Santa Rosa under the Workers' Compensation with respect to work performed by the named insured for specifically referenced jobs if required by written contract.
Per the cancellation clause contained in the policies noted on this certificate, the policy provisions include at least 30 days notice of cancellation except for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

City Of Santa Rosa 100 Santa Rosa Avenue Santa Rosa CA 95404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <u>Connie Beckman</u>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2021

forms a part of

Policy Number: GL 6634499

by THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

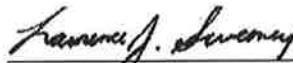
ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.



Authorized Representative or
Countersignature (In States Where
Applicable)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 14 WN S41700

Endorsement Number: 50

Effective Date: 01/01/2021 Effective hour is the same as stated on the Information Page of the policy.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

Countersigned by _____

Susan L. Christensen

Authorized Representative

Form WC 00 03 13 Printed in U.S.A.
Process Date:

Policy Expiration Date:












Alfa Laval Belt Press 2021 GSA - GSA

Final Audit Report

2021-08-23

Created:	2021-08-20
By:	Jennifer Myles (jmyles@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUA8Zz2XqJR1bLjDKWyNaC5EHNeQZGLz

"Alfa Laval Belt Press 2021 GSA - GSA" History

-  Document created by Jennifer Myles (jmyles@srcity.org)
2021-08-20 - 5:27:01 PM GMT- IP address: 12.249.238.210
-  Document emailed to John W. Piazza (john.piazza@alfalaval.com) for signature
2021-08-20 - 5:28:08 PM GMT
-  Email viewed by John W. Piazza (john.piazza@alfalaval.com)
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-  Document e-signed by John W. Piazza (john.piazza@alfalaval.com)
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-  Document emailed to Joe Lawrence (joe.lawrence@alfalaval.com) for signature
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Signature Date: 2021-08-21 - 1:12:27 AM GMT - Time Source: server- IP address: 50.238.154.8
-  Document emailed to Karen Donovan (kdonovan@srcity.org) for signature
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-  Document e-signed by Karen Donovan (kdonovan@srcity.org)
Signature Date: 2021-08-23 - 4:24:24 PM GMT - Time Source: server- IP address: 12.249.238.210
-  Agreement completed.
2021-08-23 - 4:24:24 PM GMT