



**AGENDA REPORT**

**Date:** April 18, 2017

**To:** City Manager for Council Action

**From:** Director of Public Works/City Engineer

**Subject:** Approval of an Agreement for Services with Revel Environmental Manufacturing, Inc. for the Purchase, Installation, and Maintenance of Full Trash Capture Devices for an Amount Not to Exceed \$411,085 Over the Three-Year Term

**EXECUTIVE SUMMARY**

The Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit (MRP) applies to stormwater dischargers, including the City of Santa Clara, and requires permittees to achieve no visual impact from trash by the year 2022. The MRP requires a 70 percent trashload reduction by July 1, 2017 and 80 percent reduction by July 1, 2019. In FY 2016/17, the City has attained 68 percent trashload reduction through a combination of full trash capture netting systems at the Westside Retention Basin, 271 full trash capture devices installed in individual catch basins, enhanced commercial/industrial street sweeping, and the implementation of bans on single-use carryout bags and expanded polystyrene foam food serviceware.

For the purposes of stormwater-related trash management and reporting, the City of Santa Clara is divided into thirteen (13) trash management areas (TMA). Full trash capture devices will be installed in medium to high trashload generating portions of TMA 4, 6, 7, 8, and 12 to achieve the mandated 70 percent trashload reduction. A map denoting the TMAs where full trash capture devices will be installed is attached as Exhibit A – Trash Management Areas.

A competitive procurement process was conducted for the purchase, installation, and maintenance of full trash capture devices in 190 catch basins. Two vendors submitted proposals. The Public Works Department evaluated the proposals based on responsiveness, price, quality of technology and long-term maintenance costs. Below is a summary of the two proposals.

<b>Vendor</b>	<b>Purchase &amp; Installation Cost</b>	<b>Annual Maintenance Cost</b>
Revel Environmental Manufacturing, Inc.	\$86,433	\$21,280
United Stormwater, Inc.	\$61,518	\$34,200

Revel Environmental Manufacturing, Inc. (REM) was identified as the most responsive, low cost bidder. The REM devices have a larger debris holding capacity that reduces the number of times they need to be cleaned, which translates into lower long-term maintenance costs. The City has an active agreement with REM that will expire on September 30, 2017 to maintain the 271 full trash capture devices that were purchased and installed in 2015.

Under the subject three-year agreement, REM will provide and install 190 full trash capture devices and provide filter cleaning service twice per year, which includes the disposal of debris and replacement of filters as needed. REM will also continue to maintain the existing 271 full trash capture devices. The agreement also has the provision for the purchase, installation, and

Subject: Approval of an Agreement for Services with Revel Environmental Manufacturing, Inc. for the Purchase, Installation, and Maintenance of Full Trash Capture Devices for an Amount Not to Exceed \$411,085 Over the Three-Year Term

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maintenance of up to 300 additional devices at the specified unit prices over the term of the agreement that will help the City to achieve the MRP-mandated 80 percent trashload reduction by July 1, 2019.

A copy of the Agreement can be viewed on the City's website or is available in the City Clerk's Office for review during normal business hours.

#### ADVANTAGES AND DISADVANTAGES OF ISSUE


The purchase and installation of 190 full trash capture devices will enable the City to maintain compliance with the MRP. The REM full trash capture devices that are installed have worked effectively and the maintenance reports that are supplied after each maintenance event provide excellent documentation to the regulatory agency that the devices are being serviced.


#### ECONOMIC/FISCAL IMPACT

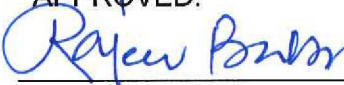
The amount paid to REM over the three-year term of the agreement to purchase, install and maintain full trash capture devices shall not exceed \$411,085. The cost to purchase and install 190 full trash capture devices in FY 16/17 shall not exceed \$86,433. Funds are available in the Storm Drain Capital Improvement Project Fund's Urban Runoff Pollution Prevention Programs (URPPP) project account (535-2924-80300-1839: \$86,433).

#### RECOMMENDATION

That the Council approve and authorize the City Manager to execute a three-year agreement for the performance of services with Revel Environmental Manufacturing, Inc. for the purchase, installation, and maintenance of full trash capture devices for an amount not to exceed \$411,085 over the three-year term, subject to budget appropriations.

for   
\_\_\_\_\_  
Director of Public Works/City Engineer

  
Certified as to Availability of Funds:  
535-2924-80300-1839 \$86,433

APPROVED:  
  
\_\_\_\_\_  
Rajeev Batra  
Interim City Manager

  
\_\_\_\_\_  
Angela Kraetsch  
Acting Director of Finance

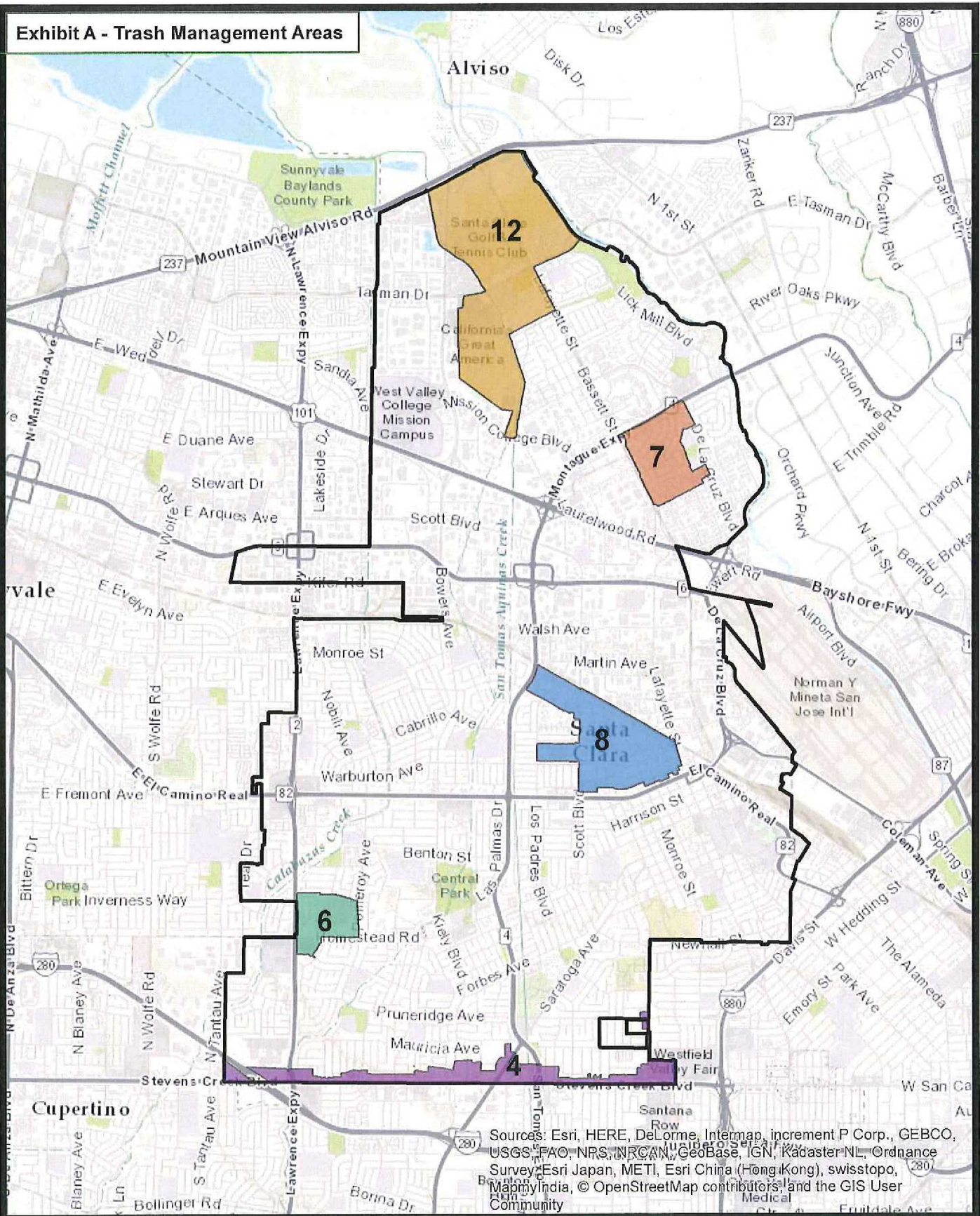
Documents Related to this Report:

1. Exhibit A – Trash Management Areas
2. Agreement with Revel Environmental Manufacturing, Inc.

MAJORITY VOTE OF COUNCIL



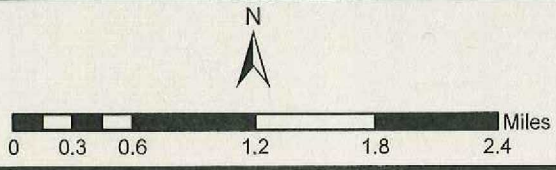
**Exhibit A - Trash Management Areas**



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, Mapbox India, © OpenStreetMap contributors, and the GIS User Community

**Trash Management Areas**

4	8
6	12
7	Santa Clara



**Data Sources:**  
 City Boundaries: Santa Clara County  
 Trash Management Areas: EOA

**Date:**  
 March 27, 2017



**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
REVEL ENVIRONMENTAL MANUFACTURING, INC.**

**PREAMBLE**

This agreement for the performance of services ("Agreement") is by and between Revel Environmental Manufacturing, Inc., a California corporation, with its principal place of business located at 960-B Detroit Avenue, Concord, CA 94518 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT PROVISIONS**

**1. EMPLOYMENT OF CONTRACTOR.**

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City's choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

**2. SERVICES TO BE PROVIDED.**

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are



more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

**3. COMMENCEMENT AND COMPLETION OF SERVICES.**

- A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.
- B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

**4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.**

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform 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 professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

**5. TERM OF AGREEMENT.**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on April 30, 2020.

**6. MONITORING OF SERVICES.**

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If



any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

**7. WARRANTY.**

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

**8. PERFORMANCE OF SERVICES.**

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

**9. BUSINESS TAX LICENSE REQUIRED.**

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

**10. RESPONSIBILITY OF CONTRACTOR.**

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments 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 negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.



**11. COMPENSATION AND PAYMENT.**

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

**12. TERMINATION OF AGREEMENT.**

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

**13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.**

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

**14. NO THIRD PARTY BENEFICIARY.**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

**15. INDEPENDENT CONTRACTOR.**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

**16. 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. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.



**17. CONFIDENTIALITY OF MATERIAL.**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

**18. USE OF CITY NAME OR EMBLEM.**

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

**19. 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 or at any time in its use of said material. 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.

**20. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

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 Services hereunder.

**21. CORRECTION OF SERVICES.**

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

**22. FAIR EMPLOYMENT.**

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

**23. HOLD HARMLESS/INDEMNIFICATION.**

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

**24. INSURANCE REQUIREMENTS.**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

**25. AMENDMENTS.**

This Agreement may be amended only with the written consent of both Parties.

**26. INTEGRATED DOCUMENT.**

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

**27. SEVERABILITY CLAUSE.**

In case any one or more of the provisions in this Agreement 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.



**28. WAIVER.**

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

**29. NOTICES.**

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara  
Attention: Public Works Dept. – Street Division  
1700 Walsh Avenue  
Santa Clara, California 95050  
or by facsimile at (408) 988 - 0237

And to Contractor addressed as follows:

Name: Revel Environmental Manufacturing, Inc.  
Address: 960-B Detroit Avenue  
Concord, CA 94518  
or by facsimile at (925) 676 - 8676

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

**30. CAPTIONS.**

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**31. LAW GOVERNING CONTRACT AND VENUE.**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

**32. DISPUTE RESOLUTION.**

A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

**33. COMPLIANCE WITH ETHICAL STANDARDS.**

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

**34. AFFORDABLE CARE ACT OBLIGATIONS**

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

**35. CONFLICT OF INTERESTS.**

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.



**36. PREVAILING WAGES.**

- A. Labor Code Compliance. Contractor must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. Contractor agrees to include prevailing wage requirements in its contracts for the Project.
  
- B. Requirements in Subcontracts. Contractor shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement. Subcontracts shall include all prevailing wage requirements set forth in Contractor's contracts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
Interim City Attorney

\_\_\_\_\_  
RAJEEV BATRA  
Interim City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

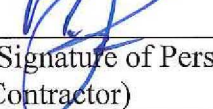
ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
City Clerk

“CITY”

**REVEL ENVIRONMENTAL MANUFACTURING, INC.**  
a California corporation

Dated: 3/30/2017

By:   
(Signature of Person executing the Agreement on behalf of Contractor)

Name: Marcel Sloane

Title: Regional Manager

Local Address: 960-B Detroit Avenue  
Concord, CA 94518

Email Address: marcel@remfilters.com

Telephone: (925) 676 - 4736

Fax: (925) 676 - 8676

“CONTRACTOR”



**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
REVEL ENVIRONMENTAL MANUFACTURING, INC.**

**EXHIBIT A**

**SCOPE OF SERVICES**

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "Proposal to Provide, Install, and Maintain Full Trash Capture Devices," dated February 22, 2017, which is attached to this Exhibit A.

**February 22, 2017**

**Proposal to Provide Install and Maintain Full Trash Capture Devices**

We appreciate the opportunity to provide the City of Santa Clara a proposal for the acquisition, installation and maintenance of 190 REM Full Trash Capture (FTC) devices covering TMA #4, 6, 7, 8 and 12 management areas in order to achieve the goal of no visual impact from trash by 2022 as described in the RFP issued on January 30, 2017.

We propose to install REM TRITON BFTG FTC Filter devices. They are approved as standalone Full Trash Capture device as defined by the San Francisco Regional Water Quality Control Board.

REM is uniquely qualified to complete the installation and perform the maintenance services in an efficient and effective manner. We have worked directly with 17 Bay Area and Northern California municipalities installing over 1500 FTC devices in catch basin inlets on public right-of-way as well as performing the maintenance services for the majority of these public agencies. We successfully completed a similar project for the City of Santa Clara installing 270 FTC devices back in 2015. We are currently contracted to perform the maintenance services on the FTC devices for Santa Clara as well.

In summary, you will find that we have presented our proposal utilizing the format described in the FRP. Upon reviewing the material, we expect City staff to require further information or material to clarify specific concerns. Please don't hesitate to contact Marcel Sloane, Regional Manager, REM Inc, 960-B Detroit Ave, Concord, CA, (925) 676-4736, [marcel@remfilters.com](mailto:marcel@remfilters.com). Thank you.



## Product Description, Work Plans or Proposal

### Product Description & Merits of Device:

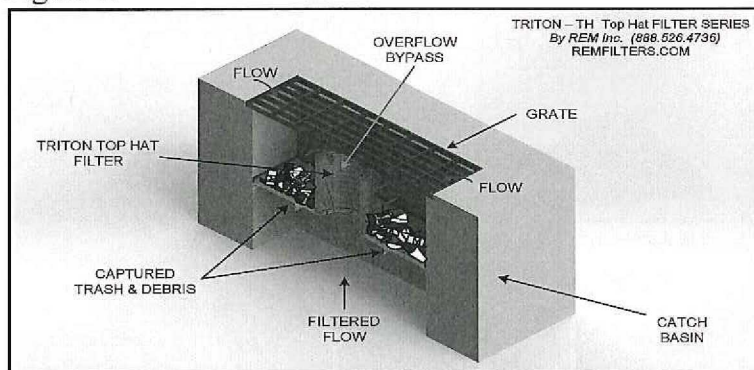
**Design Type** - REM TRITON Bioflex Trash Guard (BFTG) Filters are catch basin filter inserts designed to meet the specifications defined as a standalone Full Trash Capture (FTC) Device by the San Francisco Regional Water Control Board.

**Design Goals** - 1) Maximize Trash Capture Capacity (measured in gallons or cubic feet), 2) Maximize Treatment Rate (larger filter surface areas provide greater treatment flow rates), and 3) Minimize risk of flooding (maximize overflow bypass capacity and avoid municipal system-wide flow degradation).

**Unique Design elements** - Our Filters are configured with a patented vertical cartridge system. The system treats flow laterally through a three dimensional media called Bioflex (BFTG) resulting in reduced occlusion and increased flow over a wider range of trash capture capacity. We utilize a scalable modular approach allowing for greater flexibility in meeting the design goals for each catch basin size, shape and configuration.

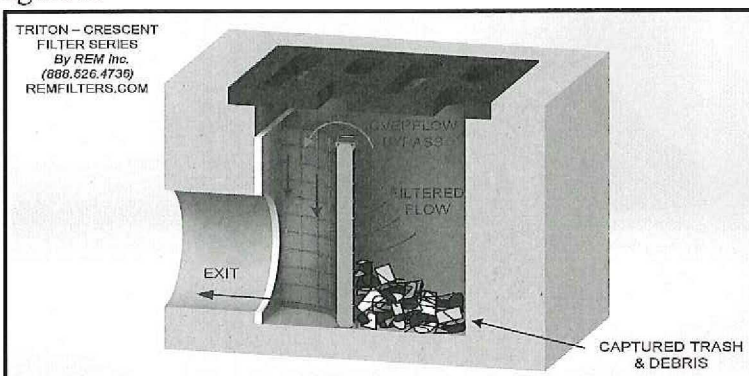
Design elements include the Top Hat (TH) (fig.1) style allowing for lateral pipe free-flow with minimum municipality wide flow degradation:

Figure 1:



Design elements include the Crescent style (fig. 2) for exit pipe screen applications (at appropriate locations):

Figure 2:



## **Work Plans:**

### **REM FTC Device Installation Plan:**

1. Pre-installation Meeting: Meet with Santa Clara staff and stakeholders to discuss critical project details including timelines, encroachment permits, traffic control, barricades, pre-installation catch basin clean-out plan, fabrication schedules, installation schedules, operational hours and other topics of concern.
2. REM to provide all necessary administrative requirements: (i.e. Insurance Certs, Encroachment Permit Application, Business License Info and etc).
3. REM to finalize catch basin specific plan.
4. Proceed with the installation process. (Coordinate with Santa Clara PW staff to address any unusual circumstances, i.e. previous flooding control issues, catch basin cleaning, location specific operational concerns and etc).
5. REM to provide City staff with written progress reporting at increments agreed upon at the pre-installation meeting.
6. REM to provide a "per location" final installation list of device configuration details (i.e. cartridge size, Crescent vs Top Hat design).
7. REM representative(s) available for field post-installation walk-through as necessary for acceptance by the City.

### **REM FTC Device Maintenance Plan Scope of Work:**

1. Inspect each FTC-BFTG device for system operation.
2. Remove all captured debris and material utilizing a vacuum truck and equipment each service visit.
3. Replace and recharge BFTG filter media as necessary.
4. Attach a bright-yellow Dated REM Service Lock-out Tag to each catch basin after the maintenance is completed. The "date" corresponds to a REM FTC Maintenance Report.
5. Dispose of all captured debris and material in accordance with all laws and regulations.
6. REM to provide a FTC Maintenance Report after each service cycle providing the following information:
  - Service date;
  - Detail Services Performed;
  - Specify BFTG Filter Storage Capacity Condition by indicating **% full**;
  - Provide an **estimated amount of debris removed by catch basin in gallons or cubic feet**.
  - Provide an estimated amount of total debris removed;



- Include a trash characterization (i.e., % trash and dominant types of trash);
- Report any special problems such as flooding, debris causing overflow, etc.
- Provide estimate to repair and/or replace any damaged devices.

**REM FTC Device Maintenance Procedures for each FTC location:**

1. Secure area (proceed with traffic and pedestrian control plan).
2. Clean surface area immediately around each storm drain utilizing a stiff bristled push-broom, flat shovel or industrial vacuum.
3. Proceed with confined space procedures as necessary.
4. Remove grate or manhole cover and set aside.
5. Inspect perimeter filter flange gasket. Confirm media cartridge is secure in the filter basin.
6. Remove debris trapped in grate slot openings.
7. Utilize an industrial vacuum to remove debris from within filter basin.
8. Pressure wash media pack through the stainless steel cartridge. (Avoid discharge by utilizing an industrial vacuum to remove excess water while pressure washing).
9. Inspect media housed inside stainless steel cartridge. REM recommends replacing the filter media a minimum of once a year.
10. Place grate or manhole cover back on catch basin grate frame.
11. Secure dated service lock-out tag on grate lid.
12. Identify catch basin on site map for tracking and reporting.
13. Note observations, concerns or recommendation regarding specific filter on maintenance report.
14. Remove pedestrian and/or traffic control barricades.

REM recommends that TRITON BFTG FTC devices are serviced when trash & debris accumulations exceed no more than 80% of the filters capacity. We recommend that the devices are inspected and maintained at a minimum of two-times per year. The frequency and length of duration between inspection and maintenance cycles depend on specific site conditions and can vary based on local weather and debris loading volume.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
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**EXHIBIT B**

**FEE SCHEDULE**

<b>Item</b>	<b>Cost Over 3-Year Term</b>
FTC Device Acquisition (190 units) Purchase & Installation	\$ 86,433.28
Maintenance Services Cost of new devices (190 units)	\$ 63,840.00
Maintenance Cost of 271 existing devices	\$ 91,056.00
Additional FTC Device Acquisition and Installation (up to 300)	\$136,155.00
Maintenance Services Cost of up to 300 additional units installed	\$ 33,600.00
<b>TOTAL</b>	<b>\$411,084.28</b>

In no event shall the amount billed to City by Contractor for services under this Agreement exceed four-hundred eleven thousand eighty-five dollars (\$411,085.00), subject to budget appropriations.



**Proposal Costs Sheet and Rates:**

**FTC Device Acquisition and Installation Cost Summary:**

<b>Item Code</b>	<b>Description</b>	<b>Qty</b>	<b>Cost</b>	<b>Total</b>
REM TRITON-BFTG (sml)	REM TRITON BFTG Filter. Smaller Catch Basins (ID < 1000 sq inch area, i.e. 30" X 30" = 900 sq inch area ) (Configured with Bioflex Trash Guard (BFTG) Media Cartridge Strategy.)	179	265.00	47,435.00
REM TRITON - BFTG (lrg)	REM TRITON BFTG Filter. Larger Catch Basins (ID = or > 1000 sq inch area, i.e. 36" X 36" = 1,296 sq inch area) (Configured with Bioflex Trash Guard (BFTG) Media Cartridge Strategy.)	11	303.00	3,333.00
Installation Charge	Furnish and Install one hundred and ninety FTC units based on a prevailing wage scale.	190	165.00	31,350.00
Sub Total				82,118.00
Sale Tax 8.5%	Sales tax on material (not installation).			4,315.28
<b>Total</b>				<b>\$86,433.28</b>

**Maintenance Services Cost Summary:**

<b>Annual Services Provided</b>	<b>Total Cost</b>
New Device O&M Maintenance - \$10,640 (190 units x \$56/filter) billed after each of two annual maintenance events for a three (3) year term. (Based on a Prevailing Wage Scale Requirement.)	\$21,280
Existing Device O&M Maintenance - \$15,176 (271 units X \$56/filter) billed after each of two annual maintenance events for a three (3) year term. (Based on a Prevailing Wage Scale Requirement.)	\$30,352
Debris Removal & Disposal	Included
Media Recharge & Recycle	Included
Dated Lock-out Service Tags	Included
Maintenance Reporting & Archiving	Included
Six year Filter Warranty	Included
<b>Total Annual Cost</b>	<b>\$51,632</b>

**REM agrees to lock in the acquisition and installation price per unit for up to 300 additional devices and maintain the new devices at \$56 per maintenance event for a three (3) year term.**

**Rate schedule for all job classifications related to the work:**

Employee Classification Laborer – Group 3; Group 3(A); Standard Time - \$50.79/hr (effective 6/26/16)

**DIR Registration Number:** 10000001340

**State Contractor's License:** 857410

**City of Santa Clara Business License:** 116074

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**EXHIBIT C**

**INSURANCE COVERAGE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$2,000,000 Each occurrence  
\$2,000,000 General aggregate  
\$2,000,000 Products/Completed Operations aggregate  
\$2,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.



## B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

## C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

## D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the

Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);
4. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
  - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

#### E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or





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**EXHIBIT D**

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN  
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

**Termination of Agreement for Certain Acts.**

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor<sup>1</sup> does any of the following:
    - a. Is convicted<sup>2</sup> of operating a business in violation of any Federal, State or local law or regulation;
    - b. Is convicted of a crime punishable as a felony involving dishonesty<sup>3</sup>;
    - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
    - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
    - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

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<sup>1</sup> For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

<sup>2</sup> For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

<sup>3</sup> As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.



2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

B. The City may also terminate this Agreement in the event any one or more of the following occurs:

1. The City determines that Contractor no longer has the financial capability<sup>4</sup> or business experience<sup>5</sup> to perform the terms of, or operate under, this Agreement; or,
2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

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<sup>4</sup> Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

<sup>5</sup> Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

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**EXHIBIT E**

**AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS**

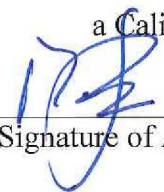
I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

**REVEL ENVIRONMENTAL MANUFACTURING,  
INC.**

a California corporation

By:   
Signature of Authorized Person or Representative

Name: Marcel Sloane

Title: Regional Manager

**NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED**

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

**SEE ATTACHED  
NOTARIAL CERTIFICATE**



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of CONTRA COSTA )  
On 3/30/17 before me, LINDA M. GRANIERO, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer  
personally appeared MARCEL JOSEF SLOANE  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Linda M. Graniero



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Agreement to sell CLARA City &  
Title or Type of Document: RE 14 Document Date: 3-30-17  
Number of Pages: 2 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): Regional Mgr  Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  Partner —  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_