

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

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Revel Environmental Manufacturing, Inc, a California corporation, (Contractor). 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 the services more fully described in this Agreement, at Exhibit A1, entitled "Scope of Services";
- 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 TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A1 – Scope of Services

Exhibit A2 – Product Warranty

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E – Notice of Exercise of Option to Extend Agreement

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

## **2. TERM OF AGREEMENT**

- A. 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 April 19, 2022 and terminate on April 30, 2023.
- B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to four (4) additional one-year terms through April 30, 2027 ("Option Periods"), subject to the appropriation of funds. See Exhibit E for Notice of Exercise to Option to Extend Agreement Form.

## **3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Contractor shall perform those Services specified in Exhibit A1 within the time stated in Exhibit A1. Time is of the essence.

## **4. 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.

## **5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE**

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

## 6. 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 in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is **Three Hundred One Thousand Dollars (\$301,000)**, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

## 7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

## 8. ASSIGNMENT AND SUBCONTRACTING

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.

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.

## 9. 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.

## **10. 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 to manage its employees in their performance of Services under this Agreement.

## **11. 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.

## **12. OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship 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.

## **13. 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 four (4) 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 bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the 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.

#### **14. HOLD HARMLESS/INDEMNIFICATION**

- A. 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 attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. 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.

#### **15. 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 as set forth in Exhibit C.

#### **16. 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. Neither City's review, acceptance nor payments for any of the Services required under this Agreement

shall be constructed 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.

## **17. 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 Department – Street Division  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [dstaub@santaclaraca.gov](mailto:dstaub@santaclaraca.gov), and [street@santaclaraca.gov](mailto:street@santaclaraca.gov)

And to Contractor addressed as follows:

Revel Environmental Manufacturing, Inc.  
Attention: Marcel Sloane  
960-B Detroit Avenue  
Concord, CA 94518  
and by e-mail at [marcel@remfilters.com](mailto:marcel@remfilters.com)

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

## **18. COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Contractor’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

## **19. CONFLICTS 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.

**20. FAIR EMPLOYMENT**

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

**21. NO 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.

**22. GOVERNING LAW 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.

**23. 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.

**24. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

**25. COUNTERPARTS**

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.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

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

Approved as to Form:

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

\_\_\_\_\_  
Office of the City Attorney  
City of Santa Clara

\_\_\_\_\_  
Office of the City Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

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

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

By (Signature): \_\_\_\_\_

Name: Marcel Sloane

Title: Regional Manager

Principal Place of Business Address: 960-B Detroit Avenue  
Concord, CA 94518

Email Address: marcel@remfilters.com

Telephone: (925) 676-4736

Fax: (925) 676-8676

"CONTRACTOR"



## **EXHIBIT A1 SCOPE OF SERVICES**

The following Scope of Services defines the services and responsibilities of Contractor and City to provide and install full trash capture<sup>1</sup> (FTC) catch basin inserts at various trans management areas in the city.

The Scope of Services, including Exhibit A1 and Contractor's proposal response dated February 11, 2022 provide context, supplemental information, and are incorporated by reference to the extent not inconsistent with the Agreement.

### **1. Introduction/Background**

- 1.1. The Municipal Regional Stormwater NPDES Permit (MRP) requires permittees to achieve no visual impact from trash by the year 2022. The City has been divided into thirteen trash management areas (TMA). The City's Long Term Trashload Reduction Plan calls for the installation of FTC catch basin inserts to meet the trash reduction requirements described in the MRP.
- 1.2. During FY 2021/2022, the City is planning to purchase and install 470 FTC catch basin inserts<sup>1</sup>. The City has the option to purchase and request installation of additional FTC catch basin inserts during the term of the agreement in order to maintain 100% trashload reduction.

### **2. Service Requirements**

- 2.1. Contractor will provide all labor, parts, materials, and equipment to provide and install FTC catch basin inserts as specified herein.
- 2.2. Installation will begin upon execution of agreement and all FTC catch basin inserts shall be installed by September 30, 2022. Time extensions may be granted by the City on a day to day basis due to supply issues should the delivery of devices take more than 60 days. Contractor must contact the City immediately should any delays in device delivery arise.
- 2.3. Contractor will follow all applicable state, federal, local laws and policies when providing services. In addition, Contractor will follow all industry standards for installation of FTC catch basin inserts.
- 2.4. Contractor will coordinate with the City's Project Manager prior to any installation.

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<sup>1</sup> Full trash capture devices are defined as "any device or series of devices that traps all particles retained by a 5mm mesh screen and has a design treatment capacity of not less than the leak flow rate resulting from a one-year, one-hour, storm in the tributary drainage catchment area. Full capture systems are approved by the San Francisco Bay Regional Water Quality Control Board.

- 2.5. Pre-Installation Meeting (Virtual or In-Person): Contractor and City will review and discuss operation plans including project timelines, field assessment, fabrication, catch basin cleaning, barricades and no parking signage, installation, project updates and communication, and operational hours.
- 2.6. Field Assessment: Contractor will confirm and/or refine location information, measure and assess each catch basin structure to develop an initial FTC device installation plan, and to identify any issues that may affect the installation process (i.e. catch cleaning requirement, barricades and signage).
- 2.7. Contractor will submit initial installation plan to City Project Manager for approval utilizing a “working spread-sheet” listing each location with corresponding plan details.
- 2.8. Contractor will acquire all materials and begin device fabrication.
- 2.9. After City approval of installation plan Contractor will proceed with the installation process per approved plan. Contractor will note any unanticipated issues specific to each location during the field installation process. Contractor will update the “working spread-sheet” to consolidate the information for the City Project Manager to review and approve of necessary plan changes.
- 2.10. Contractor will be available for field post-installation walk-throughs as necessary for acceptance by City Project Manager.

### **3. Estimated Project Manhour Resource Requirements**

- 3.1. Contractor estimates the following project manhour resource requirements:
  - 3.1.1. Assessment: (10 to 15) 8-hour field days
  - 3.1.2. Fabrication: (10 to 15) 2-person 8-hour shop warehouse days
  - 3.1.3. Installation: (55 to 60) 2 and 3-person crew 8-hour field days
  - 3.1.4. Project Management: (5 to 8) 8-hour office and field days
  - 3.1.5. Administration: (3 to 5) 8-hour office days

### **4. FTC Catch Basin Inserts Minimum Requirements**

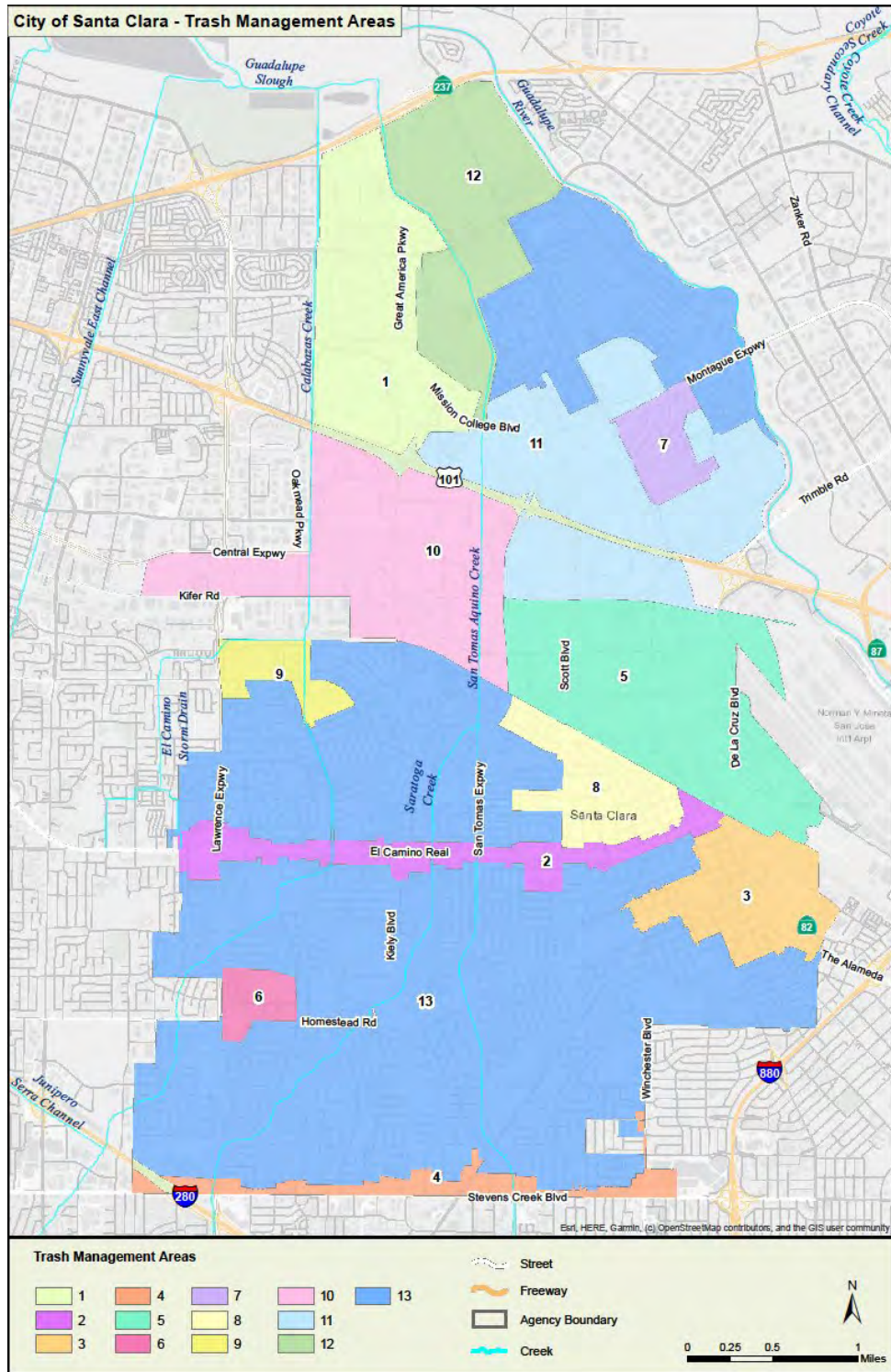
- 4.1. Must be certified by the State Water Resources Control Board and at a minimum should be designed to trap all particles retained by a 5 mm mesh screen and have a treatment capacity that exceed the peak flow rate resulting from a one-year, one-hour storm.
- 4.2. Devices that utilize a pipe connector screen are preferred and should be used in all locations where feasible.

- 4.3. Device specifications for the device Contractor will provide can be found in the following link:  
[https://www.casqa.org/sites/default/files/downloads/rem\\_inc.\\_ftc\\_device\\_fact\\_sheet\\_triton\\_perf-ftc\\_2021\\_1.pdf](https://www.casqa.org/sites/default/files/downloads/rem_inc._ftc_device_fact_sheet_triton_perf-ftc_2021_1.pdf)

## **5. Trash Management Area Map**

- 5.1. The City of Santa Clara Trash Management Area is identified in the below map and this Scope of Services (See next page).

## City of Santa Clara Trash Management Area



5.2. A summary of the proposed catch basin locations for each of the targeted TMAs is provided in the below table:

**Proposed Catch Basin Locations**

Row #	Latitude	Longitude	Trash Generation	TMA
1	37.3889	-121.9865	High	1
2	37.3888	-121.9859	High	1
3	37.3886	-121.9859	High	1
4	37.3499	-121.9327	Mod	3
5	37.3246	-121.9765	Mod	4
6	37.3248	-121.9752	Mod	4
7	37.3244	-121.9951	High	4
8	37.3237	-121.9928	High	4
9	37.3298	-121.9504	High	4
10	37.373	-121.9656	Mod	5
11	37.3636	-121.9412	Mod	5
12	37.3632	-121.9413	Mod	5
13	37.374	-121.9593	Mod	5
14	37.374	-121.9597	Mod	5
15	37.3619	-121.9369	Mod	5
16	37.3611	-121.9377	Mod	5
17	37.3664	-121.9519	Mod	5
18	37.3662	-121.9518	Mod	5
19	37.3608	-121.9386	Mod	5
20	37.3699	-121.9548	Mod	5
21	37.3698	-121.9547	Mod	5
22	37.3703	-121.9458	Mod	5
23	37.3619	-121.9369	Mod	5
24	37.3618	-121.9367	Mod	5
25	37.3607	-121.9389	Mod	5
26	37.3649	-121.9556	Mod	5
27	37.361	-121.9389	Mod	5
28	37.3606	-121.9411	Mod	5
29	37.3607	-121.9417	Mod	5
30	37.3605	-121.9417	Mod	5
31	37.3601	-121.9415	Mod	5
32	37.3564	-121.935	Mod	5
33	37.3603	-121.9351	Mod	5
34	37.3604	-121.935	Mod	5
35	37.3716	-121.9428	Mod	5
36	37.3717	-121.9427	Mod	5

Row #	Latitude	Longitude	Trash Generation	TMA
37	37.3711	-121.9425	Mod	5
38	37.3712	-121.9422	Mod	5
39	37.3698	-121.9417	Mod	5
40	37.3698	-121.9413	Mod	5
41	37.3746	-121.9578	Mod	5
42	37.3745	-121.9578	Mod	5
43	37.3745	-121.9578	Mod	5
44	37.3742	-121.9578	Mod	5
45	37.3663	-121.9621	Mod	5
46	37.3662	-121.9621	Mod	5
47	37.3663	-121.9604	Mod	5
48	37.3662	-121.9604	Mod	5
49	37.3661	-121.9597	Mod	5
50	37.3661	-121.9593	Mod	5
51	37.3661	-121.9583	Mod	5
52	37.3663	-121.9582	Mod	5
53	37.3665	-121.9586	Mod	5
54	37.3677	-121.9592	Mod	5
55	37.3694	-121.9593	Mod	5
56	37.3694	-121.96	Mod	5
57	37.3696	-121.96	Mod	5
58	37.3696	-121.9622	Mod	5
59	37.3694	-121.9622	Mod	5
60	37.3694	-121.9636	Mod	5
61	37.3694	-121.9632	Mod	5
62	37.369	-121.9566	Mod	5
63	37.365	-121.9567	Mod	5
64	37.3641	-121.9565	Mod	5
65	37.3641	-121.9564	Mod	5
66	37.365	-121.955	Mod	5
67	37.365	-121.9537	Mod	5
68	37.3649	-121.9538	Mod	5
69	37.365	-121.9525	Mod	5
70	37.3649	-121.9525	Mod	5
71	37.365	-121.9513	Mod	5
72	37.3594	-121.9406	Mod	5
73	37.3669	-121.9504	Mod	5
74	37.3678	-121.9504	Mod	5
75	37.3683	-121.9504	Mod	5
76	37.3683	-121.9501	Mod	5
77	37.3699	-121.9505	Mod	5

Row #	Latitude	Longitude	Trash Generation	TMA
78	37.3697	-121.9505	Mod	5
79	37.3713	-121.9504	Mod	5
80	37.3713	-121.9501	Mod	5
81	37.3732	-121.9504	Mod	5
82	37.3584	-121.9473	Mod	5
83	37.3584	-121.9473	Mod	5
84	37.3602	-121.9494	Mod	5
85	37.3601	-121.9494	Mod	5
86	37.3613	-121.95	Mod	5
87	37.3612	-121.95	Mod	5
88	37.3611	-121.9513	Mod	5
89	37.361	-121.9513	Mod	5
90	37.3619	-121.95	Mod	5
91	37.3619	-121.9499	Mod	5
92	37.3619	-121.9494	Mod	5
93	37.362	-121.9487	Mod	5
94	37.3627	-121.9498	Mod	5
95	37.3624	-121.9498	Mod	5
96	37.3624	-121.9502	Mod	5
97	37.363	-121.9493	Mod	5
98	37.3635	-121.9506	Mod	5
99	37.3634	-121.9506	Mod	5
100	37.3626	-121.9519	Mod	5
101	37.3625	-121.9521	Mod	5
102	37.3624	-121.9518	Mod	5
103	37.3625	-121.9532	Mod	5
104	37.3625	-121.9541	Mod	5
105	37.3632	-121.9556	Mod	5
106	37.3633	-121.9556	Mod	5
107	37.3739	-121.9649	Mod	5
108	37.3727	-121.9594	Mod	5
109	37.3713	-121.9597	Mod	5
110	37.3699	-121.9565	Mod	5
111	37.3697	-121.9564	Mod	5
112	37.3664	-121.9407	Mod	5
113	37.3669	-121.9413	Mod	5
114	37.3679	-121.9417	Mod	5
115	37.3646	-121.9396	Mod	5
116	37.3589	-121.941	Mod	5
117	37.3589	-121.9404	Mod	5
118	37.3585	-121.9405	Mod	5

Row #	Latitude	Longitude	Trash Generation	TMA
119	37.3591	-121.9397	Mod	5
120	37.3583	-121.9386	Mod	5
121	37.3586	-121.9366	Mod	5
122	37.3597	-121.9364	Mod	5
123	37.3605	-121.9352	Mod	5
124	37.3586	-121.9333	Mod	5
125	37.3702	-121.9471	Mod	5
126	37.37	-121.9471	Mod	5
127	37.37	-121.9491	Mod	5
128	37.3699	-121.949	Mod	5
129	37.3632	-121.9462	Mod	5
130	37.3632	-121.9463	Mod	5
131	37.3633	-121.9467	Mod	5
132	37.3632	-121.9467	Mod	5
133	37.3567	-121.9352	High	5
134	37.3581	-121.9388	High	5
135	37.3574	-121.9371	High	5
136	37.3594	-121.9448	High	5
137	37.3595	-121.9446	High	5
138	37.3607	-121.9454	High	5
139	37.3606	-121.9455	High	5
140	37.3603	-121.9483	High	5
141	37.3645	-121.9499	High	5
142	37.3645	-121.9496	High	5
143	37.3662	-121.9486	High	5
144	37.3649	-121.9513	High	5
145	37.3666	-121.944	High	5
146	37.3664	-121.9417	High	5
147	37.3663	-121.9413	High	5
148	37.3648	-121.9424	High	5
149	37.3646	-121.9423	High	5
150	37.3635	-121.9441	High	5
151	37.3634	-121.9441	High	5
152	37.3634	-121.9417	High	5
153	37.3568	-121.9325	Very High	5
154	37.3585	-121.9331	Very High	5
155	37.3841	-121.9511	Mod	7
156	37.3891	-121.9532	High	7
157	37.391	-121.9509	High	7
158	37.3899	-121.9529	High	7
159	37.3896	-121.9533	High	7



Row #	Latitude	Longitude	Trash Generation	TMA
160	37.3558	-121.9528	Mod	8
161	37.3557	-121.9527	Mod	8
162	37.3597	-121.9548	Mod	8
163	37.3596	-121.9547	Mod	8
164	37.3598	-121.9545	Mod	8
165	37.3597	-121.9544	Mod	8
166	37.3588	-121.9511	Mod	8
167	37.3587	-121.9509	Mod	8
168	37.3588	-121.951	Mod	8
169	37.3594	-121.9563	Mod	8
170	37.3593	-121.9563	Mod	8
171	37.3604	-121.954	Mod	8
172	37.3604	-121.9538	Mod	8
173	37.3603	-121.9538	Mod	8
174	37.3599	-121.9528	Mod	8
175	37.3598	-121.9523	Mod	8
176	37.3597	-121.9523	Mod	8
177	37.3598	-121.9519	Mod	8
178	37.3597	-121.9519	Mod	8
179	37.3589	-121.9529	Mod	8
180	37.3588	-121.953	Mod	8
181	37.3591	-121.9532	Mod	8
182	37.3576	-121.9502	Mod	8
183	37.3575	-121.9504	Mod	8
184	37.3568	-121.95	Mod	8
185	37.3563	-121.9511	Mod	8
186	37.3563	-121.951	Mod	8
187	37.3562	-121.9512	Mod	8
188	37.3555	-121.9574	Mod	8
189	37.3557	-121.9594	High	8
190	37.3561	-121.9594	High	8
191	37.3559	-121.9594	High	8
192	37.3561	-121.9593	High	8
193	37.3567	-121.9469	Very High	8
194	37.3565	-121.9468	Very High	8
195	37.3698	-121.9905	Mod	9
196	37.3698	-121.9879	Mod	9
197	37.37	-121.9878	Mod	9
198	37.3698	-121.9877	Mod	9
199	37.367	-121.9932	Mod	9
200	37.367	-121.9906	Mod	9

<b>Row #</b>	<b>Latitude</b>	<b>Longitude</b>	<b>Trash Generation</b>	<b>TMA</b>
201	37.3678	-121.9957	Mod	9
202	37.367	-121.9945	Mod	9
203	37.3698	-121.9867	Mod	9
204	37.369	-121.9905	Mod	9
205	37.367	-121.9879	Mod	9
206	37.3698	-121.9896	Mod	9
207	37.3699	-121.9895	Mod	9
208	37.3658	-121.9942	Mod	9
209	37.3658	-121.9944	Mod	9
210	37.3641	-121.9871	Mod	9
211	37.3699	-121.9925	High	9
212	37.3698	-121.9925	High	9
213	37.3668	-121.9948	High	9
214	37.3668	-121.9947	High	9
215	37.3871	-121.9841	Mod	10
216	37.387	-121.984	Mod	10
217	37.3842	-121.9848	Mod	10
218	37.3841	-121.9848	Mod	10
219	37.3824	-121.9853	Mod	10
220	37.3823	-121.9854	Mod	10
221	37.3821	-121.9863	Mod	10
222	37.3808	-121.9854	Mod	10
223	37.3804	-121.9854	Mod	10
224	37.3803	-121.982	Mod	10
225	37.374	-122.0011	Mod	10
226	37.374	-121.9982	Mod	10
227	37.3757	-121.9976	Mod	10
228	37.374	-121.9967	Mod	10
229	37.3775	-121.9926	Mod	10
230	37.374	-121.994	Mod	10
231	37.3741	-121.9927	Mod	10
232	37.3741	-121.9897	Mod	10
233	37.3741	-121.9854	Mod	10
234	37.3742	-121.983	Mod	10
235	37.3775	-121.9836	Mod	10
236	37.3773	-121.98	Mod	10
237	37.374	-121.9762	Mod	10
238	37.3736	-121.9751	Mod	10
239	37.3727	-121.9746	Mod	10
240	37.3712	-121.9734	Mod	10
241	37.372	-121.9721	Mod	10

Row #	Latitude	Longitude	Trash Generation	TMA
242	37.3737	-121.9721	Mod	10
243	37.3736	-121.972	Mod	10
244	37.3741	-121.9692	Mod	10
245	37.3685	-121.9689	Mod	10
246	37.3739	-121.9669	Mod	10
247	37.3737	-121.9664	Mod	10
248	37.3696	-121.9669	Mod	10
249	37.3762	-121.9675	Mod	10
250	37.376	-121.9676	Mod	10
251	37.3762	-121.9667	Mod	10
252	37.376	-121.9667	Mod	10
253	37.3784	-121.9675	Mod	10
254	37.3784	-121.9664	Mod	10
255	37.3787	-121.9669	Mod	10
256	37.3789	-121.9668	Mod	10
257	37.3808	-121.967	Mod	10
258	37.3757	-121.9992	Mod	10
259	37.3755	-121.999	Mod	10
260	37.3764	-121.9974	Mod	10
261	37.3765	-121.9963	Mod	10
262	37.3763	-121.9963	Mod	10
263	37.377	-121.9962	Mod	10
264	37.377	-121.9957	Mod	10
265	37.3761	-121.9947	Mod	10
266	37.3745	-121.9927	Mod	10
267	37.3745	-121.9925	Mod	10
268	37.3756	-121.9925	Mod	10
269	37.3759	-121.9927	Mod	10
270	37.3771	-121.9924	Mod	10
271	37.377	-121.9926	Mod	10
272	37.3772	-121.988	Mod	10
273	37.3772	-121.9878	Mod	10
274	37.3741	-121.9881	Mod	10
275	37.3741	-121.9877	Mod	10
276	37.3742	-121.9811	Mod	10
277	37.375	-121.9809	Mod	10
278	37.375	-121.9807	Mod	10
279	37.3742	-121.9792	Mod	10
280	37.374	-121.9792	Mod	10
281	37.374	-121.9781	Mod	10
282	37.3754	-121.9779	Mod	10

Row #	Latitude	Longitude	Trash Generation	TMA
283	37.3751	-121.9775	Mod	10
284	37.3743	-121.9773	Mod	10
285	37.374	-121.9773	Mod	10
286	37.3741	-121.9744	Mod	10
287	37.3742	-121.9738	Mod	10
288	37.3742	-121.972	Mod	10
289	37.3742	-121.9693	Mod	10
290	37.3748	-121.9663	Mod	10
291	37.3747	-121.9678	Mod	10
292	37.3754	-121.9703	Mod	10
293	37.3754	-121.9701	Mod	10
294	37.3771	-121.9707	Mod	10
295	37.3769	-121.9707	Mod	10
296	37.3746	-121.9786	High	10
297	37.3852	-121.9797	High	10
298	37.395	-121.9583	Mod	11
299	37.3963	-121.9549	Mod	11
300	37.3963	-121.9527	Mod	11
301	37.3949	-121.9505	Mod	11
302	37.3909	-121.9579	Mod	11
303	37.3872	-121.9663	Mod	11
304	37.3934	-121.9619	Mod	11
305	37.3913	-121.9621	Mod	11
306	37.3829	-121.9624	Mod	11
307	37.3791	-121.9487	Mod	11
308	37.381	-121.9497	Mod	11
309	37.3812	-121.9496	Mod	11
310	37.3804	-121.9453	Mod	11
311	37.3806	-121.9453	Mod	11
312	37.3805	-121.9451	Mod	11
313	37.3804	-121.9426	Mod	11
314	37.3812	-121.9428	Mod	11
315	37.3813	-121.9426	Mod	11
316	37.3806	-121.9404	Mod	11
317	37.3819	-121.9414	Mod	11
318	37.3821	-121.9414	Mod	11
319	37.3822	-121.9412	Mod	11
320	37.382	-121.9411	Mod	11
321	37.3826	-121.9396	Mod	11
322	37.3828	-121.9396	Mod	11
323	37.3831	-121.9388	Mod	11

Row #	Latitude	Longitude	Trash Generation	TMA
324	37.3833	-121.9382	Mod	11
325	37.3832	-121.9381	Mod	11
326	37.3862	-121.9436	Mod	11
327	37.3879	-121.944	Mod	11
328	37.3808	-121.963	Mod	11
329	37.3806	-121.9618	Mod	11
330	37.3806	-121.9616	Mod	11
331	37.3759	-121.9636	Mod	11
332	37.3761	-121.9647	Mod	11
333	37.376	-121.9647	Mod	11
334	37.3773	-121.962	Mod	11
335	37.3778	-121.9564	Mod	11
336	37.3764	-121.9568	Mod	11
337	37.3764	-121.9566	Mod	11
338	37.3761	-121.9566	Mod	11
339	37.3762	-121.9569	Mod	11
340	37.3753	-121.9492	Mod	11
341	37.4112	-121.9629	Mod	12
342	37.415	-121.9779	Mod	12
343	37.4044	-121.9656	Mod	12
344	37.4074	-121.9642	Mod	12
345	37.4082	-121.962	Mod	12
346	37.4038	-121.9652	Mod	12
347	37.3902	-121.9694	Mod	12
348	37.3901	-121.9692	Mod	12
349	37.4104	-121.9779	High	12
350	37.4056	-121.972	High	12
351	37.4042	-121.9717	High	12
352	37.4075	-121.9638	High	12
353	37.4057	-121.9719	High	12
354	37.4043	-121.9713	High	12
355	37.4035	-121.9715	High	12
356	37.4037	-121.9718	High	12
357	37.4036	-121.9684	High	12
358	37.4038	-121.9684	High	12
359	37.4042	-121.9687	High	12
360	37.4046	-121.9691	High	12
361	37.4068	-121.9694	High	12
362	37.4063	-121.9691	High	12
363	37.4067	-121.9683	High	12
364	37.4082	-121.9613	Mod	13

<b>Row #</b>	<b>Latitude</b>	<b>Longitude</b>	<b>Trash Generation</b>	<b>TMA</b>
365	37.408	-121.9606	Mod	13
366	37.4078	-121.9606	Mod	13
367	37.4075	-121.9585	Mod	13
368	37.406	-121.9571	Mod	13
369	37.4066	-121.9574	Mod	13
370	37.4065	-121.9577	Mod	13
371	37.4055	-121.9566	Mod	13
372	37.4054	-121.9569	Mod	13
373	37.4042	-121.9551	Mod	13
374	37.4041	-121.9552	Mod	13
375	37.404	-121.9552	Mod	13
376	37.4037	-121.9544	Mod	13
377	37.4033	-121.9539	Mod	13
378	37.4046	-121.9606	Mod	13
379	37.4032	-121.9592	Mod	13
380	37.4033	-121.9592	Mod	13
381	37.401	-121.9542	Mod	13
382	37.3932	-121.9596	Mod	13
383	37.3992	-121.9474	Mod	13
384	37.3992	-121.947	Mod	13
385	37.3956	-121.9465	Mod	13
386	37.3958	-121.948	Mod	13
387	37.3686	-121.9759	Mod	13
388	37.3688	-121.9753	Mod	13
389	37.3677	-121.9748	Mod	13
390	37.3594	-121.9706	Mod	13
391	37.3592	-121.9706	Mod	13
392	37.3592	-121.9706	Mod	13
393	37.3571	-121.9743	Mod	13
394	37.3572	-121.9741	Mod	13
395	37.3565	-121.9692	Mod	13
396	37.3558	-121.9711	Mod	13
397	37.3573	-121.9865	Mod	13
398	37.3598	-121.9879	Mod	13
399	37.3595	-121.9957	Mod	13
400	37.3558	-121.9957	Mod	13
401	37.3576	-121.9957	Mod	13
402	37.3576	-121.9934	Mod	13
403	37.3587	-121.998	Mod	13
404	37.3541	-121.9913	Mod	13
405	37.3541	-121.9908	Mod	13

Row #	Latitude	Longitude	Trash Generation	TMA
406	37.3542	-121.9887	Mod	13
407	37.3542	-121.9884	Mod	13
408	37.3542	-121.9869	Mod	13
409	37.3542	-121.9866	Mod	13
410	37.3542	-121.9842	Mod	13
411	37.35	-121.9869	Mod	13
412	37.3499	-121.9867	Mod	13
413	37.3506	-121.9847	Mod	13
414	37.3492	-121.9935	Mod	13
415	37.3491	-121.9918	Mod	13
416	37.3473	-121.9821	Mod	13
417	37.3467	-121.9822	Mod	13
418	37.347	-121.9867	Mod	13
419	37.3478	-121.9869	Mod	13
420	37.3452	-121.9902	Mod	13
421	37.3456	-121.985	Mod	13
422	37.3433	-121.9775	Mod	13
423	37.342	-121.9778	Mod	13
424	37.341	-121.9863	Mod	13
425	37.3409	-121.9742	Mod	13
426	37.3391	-121.978	Mod	13
427	37.3378	-121.984	Mod	13
428	37.3348	-121.9881	Mod	13
429	37.3342	-121.9855	Mod	13
430	37.3315	-121.9947	Mod	13
431	37.3316	-121.9996	Mod	13
432	37.3252	-122.003	Mod	13
433	37.3291	-121.9894	Mod	13
434	37.3304	-121.9863	Mod	13
435	37.3283	-121.9867	Mod	13
436	37.329	-121.9809	Mod	13
437	37.3293	-121.9791	Mod	13
438	37.3299	-121.964	Mod	13
439	37.3292	-121.9646	Mod	13
440	37.3271	-121.964	Mod	13
441	37.3348	-121.9599	Mod	13
442	37.3369	-121.9582	Mod	13
443	37.3379	-121.9574	Mod	13
444	37.3386	-121.9567	Mod	13
445	37.3388	-121.9566	Mod	13
446	37.3415	-121.9514	Mod	13

Row #	Latitude	Longitude	Trash Generation	TMA
447	37.3399	-121.9505	Mod	13
448	37.3462	-121.9648	Mod	13
449	37.3462	-121.965	Mod	13
450	37.3434	-121.9676	Mod	13
451	37.3442	-121.9686	Mod	13
452	37.3403	-121.9437	Mod	13
453	37.341	-121.9438	Mod	13
454	37.3936	-121.9585	High	13
455	37.3941	-121.9601	High	13
456	37.3947	-121.9595	High	13
457	37.3942	-121.948	High	13
458	37.3945	-121.9484	High	13
459	37.3954	-121.9478	High	13
460	37.3955	-121.9464	High	13
461	37.396	-121.9454	High	13
462	37.3583	-121.9846	High	13
463	37.3599	-121.9963	High	13
464	37.3455	-121.9944	High	13
465	37.3315	-121.9965	High	13
466	37.3403	-121.9551	High	13
467	37.3408	-121.9551	High	13
468	37.3436	-121.9605	High	13
469	37.3433	-121.9606	High	13
470	37.3397	-121.939	High	13

## 6. Reporting Requirements

6.1. Contractor will provide status reports to the City Project Manager at a frequency determined by the City.

## 7. Warranty

7.1. See Exhibit A2 for warranty information.

7.2. Extended Warranty: Contractor will extend the warranty on parts, labor, and material for all existing and new REM FTC devices beyond the product two-year warranty for as long as Contractor continues to maintain the devices with two (or more) uninterrupted maintenance events per year.

## 8. Invoicing Requirements (See Exhibit B, Section 4 herein for invoicing requirements)



## EXHIBIT A2 PRODUCT WARRANTY



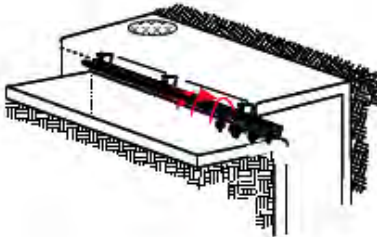
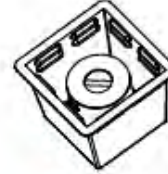
### Revel Environmental Manufacturing Inc.

sales@remfilters.com (888) 526-4736 Lic. No. 857410

Northern California  
960-B Detroit Avenue  
Concord, California 94518  
P: (925) 676-4736  
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Southern California  
2110 South Grand Avenue  
Santa Ana, California 92705  
P: (714) 557-2676  
F: (714) 557-2679

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### REM Inc. Product Warranty & Maintenance

**WARRANTY:** EXCEPT AS SPECIFICALLY SET FORTH IN THIS PARAGRAPH, THERE ARE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ALL MERCHANDISE FURNISHED HEREUNDER IS WARRANTED AGAINST ANY DEFECT IN MATERIALS OR WORKMANSHIP, PROVIDING A CLAIM IS MADE IN WRITING WITHIN TWO (2) YEARS FROM THE DATE OF DELIVERY OF THE MERCHANDISE TO THE PURCHASER. REVEL ENVIRONMENTAL MANUFACTURING, INC. OBLIGATION ON ANY CLAIM IS LIMITED TO REPLACEMENT OR REPAIR OF THE DEFECTIVE MERCHANDISE FOB AT REVEL ENVIRONMENTAL MANUFACTURING INC. PREMISES. EXCEPT AS ABOVE STATED, SELLER WILL NOT BE LIABLE FOR ANY LOSS, INJURY OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM FAILURE OR DEFECTIVE OPERATION OF ANY MERCHANDISE FURNISHED HEREUNDER OR DELAY IN PERFORMANCE OF THIS AGREEMENT, NOR WILL REVEL ENVIRONMENTAL MANUFACTURING, INC. BE LIABLE FOR DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED BY PURCHASER FROM ANY CAUSE. REVEL ENVIRONMENTAL MANUFACTURING, INC. PRODUCTS ARE DESIGNED TO BE USED IN CONJUNCTION WITH STRINGENT MAINTENANCE PLANS AND POLLUTION PREVENTION PLANS AND ARE NOT INTENDED FOR USE AS THE EXCLUSIVE MEANS OF REDUCING THE AMOUNT OF POLLUTANTS ENTERING THE ENVIRONMENT. PURCHASERS AND USERS OF REVEL ENVIRONMENTAL MANUFACTURING INC. PRODUCTS ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAWS GOVERNING THE DISCHARGE AND DISPERSAL OF FILTERED WATER, TREATED WATER, SPENT FILTER MEDIA AND GENERATED SLUDGE.

**MAINTENANCE:** REM recommends that REM FOG filter media be replaced at least once annually or when the media is more than 50% coated with contaminants (FOG media will blacken at the surface). Areas with high pollutant loading may require more frequent cleaning, maintenance and media replacement. REM recommends that a qualified service provider perform the filter maintenance including filter cleaning, replacing media, disposing of spent media and captured pollutants.

**DISPOSAL:** Spent media must be disposed of in accordance with federal, state and local laws and regulations.

**REM SERVICE MAINTENANCE PROGRAM:** REM offers manufacture service programs tailored to specific customer needs. Programs include filter inspections, cleaning, disposal of captured debris, and recycling of spent media. In most cases, the REM service program extends the manufacture's warranty.

Please contact REM directly for more information about service program options, qualified service providers and purchasing replacement media packs at TOLL FREE - (888) 526-4736, DIRECT - (925) 676-4736, FAX - (925) 676-8676 or at SALES@REMFILTERS.COM.

## EXHIBIT B SCHEDULE OF FEES

### 1. MAXIMUM COMPENSATION

- 1.1. The maximum amount payable for all services and products provided under this Agreement shall not exceed **Three Hundred One Thousand Dollars (\$301,000)**, during the term of the Agreement. No additional services will be performed unless both Parties execute an amendment outlining the services requested and the compensation agreed for such services.
- 1.2. All payments are based upon City's acceptance of Contractor's performance of services specified in Exhibit A, Scope of Services. City shall have no obligation to pay unless Contractor has successfully completed the work for which payment is due.

### 2. Pricing and Options

- 2.1. The City will pay Contractor based on the prices specified in Table B1 below for services provided:

**Table B1: Pricing**

Description	UOM	Unit Price
Price for Large FTC Catch Basin Insert (> or = to 850 Square Inch ID Catch Basin)	Each	\$295/EA
Price for Small FTC Catch Basin Insert (< 850 Square Inch ID Catch Basin)	Each	\$330/EA
Installation Cost (Include all labor, parts, material, and equipment for installation) per FTC Catch Basin Insert	Each	\$205/EA

- 2.2. Pricing is fixed for the Initial Term of the Agreement.
- 2.3. Price Adjustments: Contractor may request adjustments to the fees prior to any one-year option to renew the Agreement after the Initial Term. Contractor must demonstrate to the satisfaction of the City that a price increase is justified by provided documentation, such as a price index (e.g. CPI or PPI). Price adjustments are subject to City's approval.

### 3. INVOICING

- 3.1. Contractor will invoice the City on a monthly basis for services provided by Contractor during the preceding month on an invoice and in a format approved by the City and subject to verification and approval by the City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

3.2. The City will incur no obligation for out of scope work that is not authorized in advance in writing. These monthly invoices will provide a breakdown of cost of the work performed and have an attachment itemizing the work completed. Invoices must include at a minimum the following:

3.2.1. Date of Service

3.2.2. Description of Service

3.2.3. Location of Service

3.2.4. Unit Pricing

3.2.5. Quantity

3.2.6. Labor (Installation) Cost

3.2.7. Extended Price and Total

3.2.8. Any other pertinent information.

## **EXHIBIT C**

### **INSURANCE 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:
  - \$1,000,000 Each Occurrence
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations Aggregate
  - \$1,000,000 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. 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.

4. 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 Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

#### F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

#### G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be emailed to:

ctsantaclara@ebix.com

or mailed to:

EBIX Inc.  
City of Santa Clara Department of Public Works – Street Division  
P.O. Box 100085 – S2  
Duluth, GA 30096

Telephone number: 951-766-2280

Fax number: 770-325-0409

#### H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

## **EXHIBIT D LABOR COMPLIANCE ADDENDUM**

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

### **I. Prevailing Wage Requirements**

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at [www.dir.ca.gov](http://www.dir.ca.gov).
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified



payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors **MUST** be a registered "public works contractor" with the DIR **AT THE TIME OF BID**. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

#### J. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

K. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

**EXHIBIT E**  
**NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT**

<b>AGREEMENT TITLE:</b>	
<b>CONTRACTOR:</b>	
<b>DATE:</b>	

Pursuant to Section \_\_\_ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

<b>OPTION NO.</b>	<b># of #</b>
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**NEW OPTION TERM**

Begin date:	
End date:	

☐ **CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	
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Pursuant to Section \_\_\_ of the Agreement the rates of compensation are hereby adjusted as follows:

(use attachment if necessary)

<b>MAXIMUM COMPENSATION for New Option Term:</b>	
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For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

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

Approved as to Form: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney  
City of Santa Clara

\_\_\_\_\_  
Office of the City Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771