

RESOLUTION NO. 2014-064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING AN AGREEMENT WITH THE CONSERVATION CORPS NORTH BAY FOR CITY ENTRY WAYS WEED ABATEMENT AND LITTER REMOVAL

WHEREAS, the City of Rohnert Park Municipal Code Title 3 Chapter 3.04 provides that the City's purchasing functions shall be governed by the City's purchasing policy, and;

WHEREAS, the City and Conservation Corps North Bay began a pilot program in 2013 for weed abatement and litter removal for City entry ways and Caltrans right-of-ways; and

WHEREAS, the City has identified a need for continued weed abatement and litter removal service along City entry ways and Caltrans right-of-ways; and

WHEREAS, Conservation Corps North Bay, is a priority vendor with the State of California, Transportation Department, as per Senate Bill (SB) 286; and

WHEREAS, Staff has determined that the scope of services contemplated in the CCNB service agreement is considered "maintenance work" and is exempt from formal public bidding requirements; and

WHEREAS, Conservation Corps North Bay is uniquely qualified to perform said maintenance service and that this agreement is not readily adaptable to open market bidding and that a sole source determination be made; and

WHEREAS, Staff recommends authorizing and approving an agreement for weed abatement and litter removal with Conservation Corps North Bay, of San Rafael, California in the amount not to exceed \$60,000.00 per fiscal year; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve an agreement for weed abatement and litter removal from the following authorized vendor with the following terms and conditions:

<u>CONTRACTOR NAME</u>	<u>TERM</u>	<u>NOT TO EXCEED</u>
Conservation Corps North Bay San Rafael, California	One (1) year with two, one (1) year extensions	Not to Exceed \$60,000 (per contract year)


The agreement shall be in substantially similar form to the agreement attached hereto as Exhibit A, which is hereby incorporated by this reference, subject to minor modification by the City Manager and City Attorney.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to take all actions necessary to effectuate this agreement, including the future agreement extensions and execution of documents pertaining to the same for and on behalf of the City of Rohnert Park.

DULY AND REGULARLY ADOPTED this 24th day of June, 2014.



CITY OF ROHNERT PARK


Joseph T. Callinan, Mayor

ATTEST:


JoAnne Buergler, City Clerk

Attachment (Exhibit "A") – Agreement

BELFORTE: AYE MACKENZIE: AYE STAFFORD: ABSENT AHANOTU: AYE CALLINAN: AYE
AYES: (4) NOES: (0) ABSENT: (1) ABSTAIN: (0)



SERVICE AGREEMENT WITH
CONSERVATION CORPS NORTH BAY
FOR CITY ENTRY WAYS WEED ABATEMENT AND LITTER REMOVAL

THIS AGREEMENT, made and entered into this 24th day of June, 2014, by and between Conservation Corps North Bay, hereinafter called "Contractor", and the City of Rohnert Park, hereinafter called "City".

RECITALS

WHEREAS, the City desires to contract for services for weed abatement and litter removal at various City entry ways; and

WHEREAS, Contractor hereby warrants to the City that Contractor is able to provide such services described in Section 1 of this Agreement; and

WHEREAS, the City Council of said City has awarded a contract to Contractor for performing the work described in the Agreement in accordance with the proposal of said Contractor.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. **Scope of Work:** The Contractor shall perform all the work and furnish all the labor, materials, equipment and all utility and transportation services required to complete all of work more particularly described in the attached scope of work attached as Exhibit A.
2. **Time of Performance:** The Contractor shall begin work within five (5) calendar days after official notice by Director of Public Works, or designee, to proceed with the work and shall diligently prosecute the same to completion within the scheduled days of that Notice.
3. **Payments:** Payments will be made by City to the Contractor for said work performed at the times and in the manner provided in the scope of work and at the unit prices stated in Contractor's schedule of compensation attached as Exhibit B.

The award of the contract is for a total amount not to exceed sixty thousand dollars (\$60,000.00) per contract year.

4. **Component Parts:** This contract shall consist of the following documents, each of which are incorporated herein and made a part hereof by reference thereto:

- a) Agreement
- b) Scope of Work (Exhibit A)
- c) Schedule of Compensation (Exhibit B)
- d) Insurance Requirements (Exhibit C)

e) Prevailing Wage Exemption (Exhibit D)

5. Wage Scale: Pursuant to Section 1773 of the Labor Code of the State of California, the City has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of workman required to execute the contract. A copy of said prevailing rate of per diem wages is on file in the office of the City Clerk, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at the job site. The provisions of Article 2, Chapter 1, Part 7, Division 2 (commencing with Section 1770) of the Labor Code and particularly Section 1775 thereof, shall be complied with.

Notice is hereby given that, pursuant to Section 1776(g) of the Labor Code of the State of California that the Contractor shall make available as required in this Section of the Labor Code certified payroll records and that penalties for violation of the section may be enforced.

6. Hours of Labor: The Contractor shall forfeit, as penalty to said City, Twenty-five Dollars (\$25.00) for each workman employed in the execution of the contract by him or by any subcontractor, for each calendar day during which any workman is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, in violation of the provisions of Article 3, Chapter 1, Part 7, Division 2 (commencing with Section 1810) of the Labor Code of the State of California.

7. Apprentices: In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the rules and procedures of the California Apprenticeship Council, properly indentured apprentices shall be employed in the prosecution of the work. The ratio of apprentices to journeymen who shall be employed in the respective crafts or trades may be the ratio stipulated in the apprenticeship standards under which the appropriate joint apprenticeship committee operates. In no event shall the ratio be less than one apprentice for each five journeymen unless a certificate of exemption has been issued by the Division of Apprenticeship Standards. Willful failure by the Contractor to comply with said Section 1777.5 shall result in his being denied the right to bid on a public works contract for a period of six months from the date the determination is made.

Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Director of the Department of Industrial Relations, who is the Administrative Officer of the California Apprenticeship Council.

8. Amendment to Scope of Work. City shall have the right to amend the Scope of Work within the Agreement by written notification to the Contractor. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Contractor all not commence any work exceeding the Scope of Work without prior written authorization from the City. Failure of the Contractor to secure City's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate City authorization.

9. Term. This Agreement is for a one (1) year term and shall commence on July 1, 2014 ending on June 30, 2015, with the option to renew the agreement for two additional, one (1) year terms upon mutual agreement of both parties.

10. Labor Discrimination: Attention is directed to Section 1735 of the Labor Code, which reads

as follows:

"A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter. "

11. Workmen's Compensation Insurance: In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workmen's Compensation Insurance.

The undersigned Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this contract.

12. Indemnify: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, release and defend City, its officers, elected officials, employees, agents, volunteers, and consultants from and against any and all actions, claims, demands, damages, disability, losses, expenses including, but not limited to, attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including Contractor, in whole or in part, arising out of Contractor's activities hereunder, including the activities of other persons employed or utilized by Contractor in the performance of this Agreement excepting liabilities due to the sole negligence of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Contractor under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Contractor and shall continue to bind the parties after termination/completion of this Agreement.

13. Insurance: Without limiting contractor's indemnification provided herein, Contractor shall comply with the requirements set forth in Exhibit C to this agreement.

14. Attorney's Fees: In the event either party hereto shall commence any legal action or procedure, including an action for declaratory relief, against the other, by reason of the alleged failure of the other to perform or keep any term, covenant, or condition of this contract by it to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover, in addition to its court costs, a reasonable attorneys fee to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if any.

15. Substitution of Securities for Withheld Amounts: Pursuant to California Public Contracts Code Section 22300, securities may be substituted for any moneys withheld by a public agency to ensure performance under a contract. At the request and sole expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall pay such moneys to the Contractor upon satisfactory completion of the contract.

Securities eligible for substitution under this section shall include those listed in the California Public Contracts Code Section 22300 or bank or savings and loan certificates of deposit.

The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Any escrow agreement entered into pursuant to this section shall contain as a minimum the following provisions:

- a. The amount of securities to be deposited;
- b. The terms and conditions of conversion to cash in case of the default of the Contractor; and
- c. The termination of the escrow upon completion of the contract.

IN WITNESS WHEREOF, the City of Rohnert Park has caused these presents to be executed by its officers, thereunto duly authorized, and Contractor has subscribed same, all on the day and year first above written.

CITY OF ROHNERT PARK

CONSERVATION CORPS NORTH BAY

By: _____

City Manager

Date: _____

Per Resolution No. 2014-_____ adopted by
the Rohnert Park City Council at its meeting of
June 24, 2014.

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney

EXHIBIT A

SCOPE OF WORK

PROJECT MANAGER: All questions to be directed to the City's Project Manager, General Services Supervisor, Tom Kelley, 600 Enterprise Drive, Rohnert Park, 707-588-3312.

WORK SCHEDULE: Conservation Corps North Bay will use a supervised six (6) person crew for the weed abatement and litter removal. Work will be scheduled one to three times per month at all areas covered in Agreement as directed and approved by the General Services Supervisor.

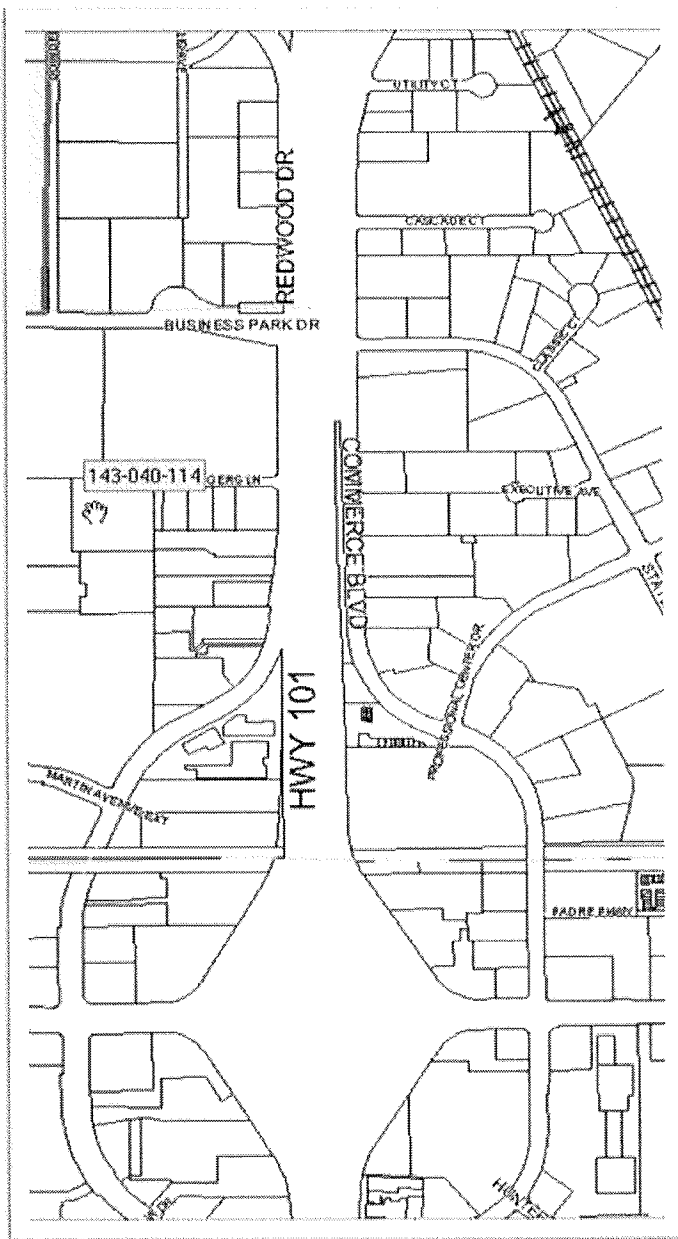
CALL-IN WORK: Contractor shall respond within five (5) business days following call-in for service request.

SCOPE OF ESTIMATED WORK: Weed abatement and litter removal on all major City entryways including City property and Caltrans right-of-way areas. Weed abatement includes the removal of noxious weed growth. Litter removal includes the collection, transport and disposal of waste material and the removal and processing for re-use of recyclable materials. The weed abatement and litter removal shall be performed in a manner consistent with City policies and the direction of the General Services Supervisor.

AREAS COVERED IN AGREEMENT:

1. Rohnert Park Expressway (RPX) both sides from Commerce Blvd. to Redwood Dr.
2. Southbound off ramp @ Golf Course Dr. (Cal-Trans right away)
3. Northbound on Ramp off of RPX to end of Park and Ride (Cal-Trans right of way)
4. Roberts lake Rd. West side including Park and Ride.
5. Northbound off ramp from freeway 300 ft. South of RPX (Cal-Trans right of way)
6. Park and Ride Parking lot on RPX (North)
7. Southbound off Ramp to RPX 300 ft. North of RPX (Cal-Trans right of way)
8. East side of Redwood Dr. along freeway (Cobblestone area)

MAP OF AREAS COVERED 1-8



AREAS COVERED IN AGREEMENT (CONTINUED):

9. Redwood Dr. / North of Commerce (Near Wal-Mart)
10. Commerce Blvd. / under freeway along rail road tracks from Golf Course Dr. to Redwood Dr.
11. Southbound off ramp @ Golf Course Dr. (Cal-Trans right away)
12. Northbound on ramp off of Commerce Blvd. (Cal-Trans right of way)
13. Sides of freeway embankment on Golf Course Dr. overcrossing (Cal-Trans right of way)
14. Both sides of Golf Course Dr. Undercrossing Commerce Blvd to Redwood Dr. (Not shown in diagram)

MAP OF AREAS COVERED 9-14

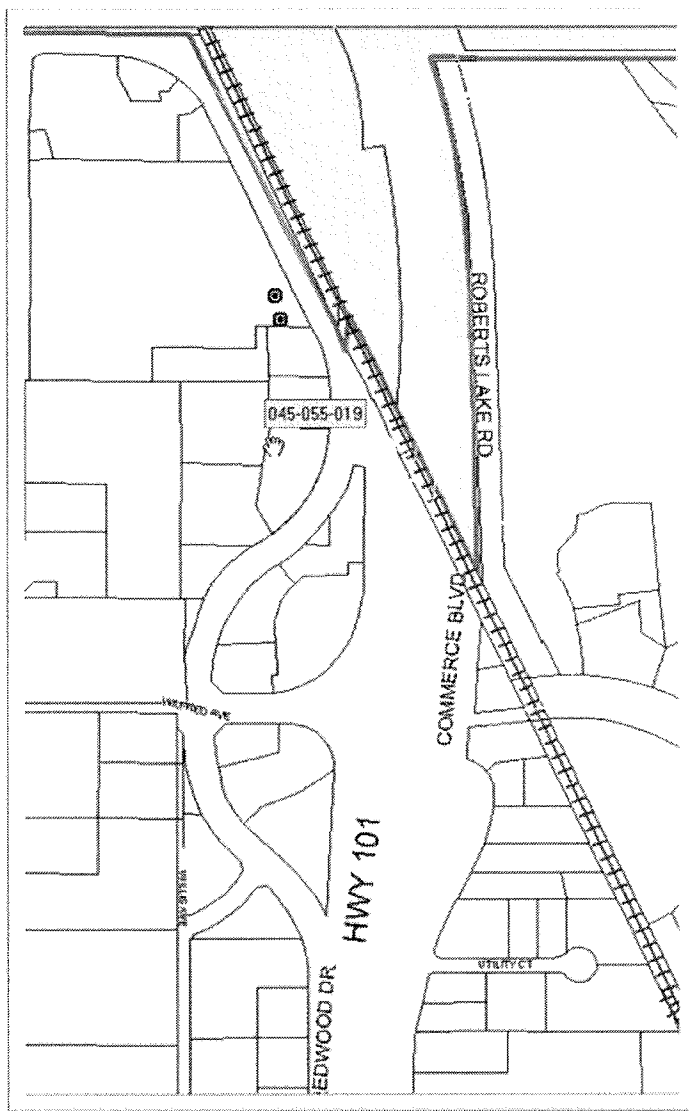


EXHIBIT B

SCHEDULED RATES

Hourly Rates	Straight Time	Overtime
CMS	\$ 26.65	\$ 40.00
SUPES	\$ 50.65	\$ 76.00

DAILY RATES				
# ON CREW		HOURS		DAILY RATE
# of Supes	# of CMS	SUPE HRS	CMS HRS	
1.00	2.00	8	16.00	\$831.60
1.00	3.00	8	24.00	\$1,044.80
1.00	4.00	8	32.00	\$1,258.00
1.00	5.00	8	40.00	\$1,471.20
1.00	6.00	8	48.00	\$1,684.40
1.00	7.00	8	56.00	\$1,897.60
1.00	8.00	8	64.00	\$2,110.80
1.00	9.00	8	72.00	\$2,324.00
1.00	10.00	8	80.00	\$2,537.20
1.00	11.00	8	88.00	\$2,750.40

10 HOUR DAYS				
# ON CREW		HOURS		DAILY RATE
# of Supes	# of CMS	SUPE HRS	CMS HRS	
1.00	5.00	10	50.00	\$2,023.20
1.00	6.00	10	60.00	\$2,316.40
1.00	7.00	10	70.00	\$2,609.60
1.00	8.00	10	80.00	\$2,902.80
1.00	9.00	10	90.00	\$3,196.00
1.00	10.00	10	100.00	\$3,489.20
1.00	11.00	10	110.00	\$3,782.40

ITEM	Rates
CHIPPER	\$ 350.00
DUMP TRUCK	\$ 300.00
EXTRA VEHICLE	\$ 150.00
POISON OAK SUITS	\$ 10.00
BLADES	\$ 10.00
CHAINS	\$ 5.00

EXHIBIT C

Insurance Requirements

The following parties or entities shall be listed as additional insured by endorsement: The City of Rohnert Park, its officers, elected officials, employees, agents and volunteers. Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid. The Notice To Proceed with the work will not be issued, and the Contractor shall not commence work, until such insurance has been approved by the City. Such insurance shall remain in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof. In addition, the Commercial General Liability Insurance shall be maintained for a minimum of five (5) years** after final completion and acceptance of the Work. It shall be the Contractor's responsibility to ensure that proof of insurance is sent to the City during this time. The Notice to Proceed does not relieve the Contractor of the duty to obtain such insurance as required herein.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or the exact equivalent. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employee(s) will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
3. Workers' Compensation and Employers Liability: Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employers' liability insurance, with minimum limits of One Million Dollars (\$1,000,000) per occurrence.
4. Course of Construction insurance coverage shall provide "all risk" coverage for the completed value of the project. Policies shall contain the following provisions:
 - a. The City shall be named as loss payee, and
 - b. The insurer shall waive all rights of subrogation against the City.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage and \$2,000,000 general aggregate. It is permissible to use

excess/umbrella coverage to meet limit requirements provided the umbrella policies are appropriately endorsed and meet all other requirements. Additionally, a letter clearly identifying the primary policy or policies to which the excess umbrella coverage applies shall be submitted attesting to the following: *“Umbrella or excess liability policies shall provide coverage at least as broad as specified for underlying coverage’s and covering those insured in the underlying policies. Coverage shall be “pay on behalf”, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion of claims or suits by one insured against another.”*

2. Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation providing statutory benefits as required by the Labor Code of the State of California with employers liability insurance, with minimum limits of \$1,000,000 per accident or disease.
4. Course of Construction insurance coverage shall provide “all risk” coverage for the completed value of the project. Policies shall contain the following provisions:
 - a. The City shall be named as loss payee, and
 - b. The insurer shall waive all rights of subrogation against the City.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, elected officials, employees, agents, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage’s
 - a. The City, its officers, elected officials, employees, agents and volunteers are to be covered as insured’s as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, elected officials, employees, agents or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected officials, employees, agents or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, elected officials, employees, agents or volunteers.

- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. **Workers' Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the City, its officers, elected officials, employees, agents and volunteers for losses arising from work performed by Contractor for the City.
3. **All Coverage's**
 - a. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
 - b. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.
4. **Course of Construction policies shall contain the following provisions:**
 - a. The City shall be named as loss payee.
 - b. The insurer shall waive all rights of subrogation against the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII or as approved by the City.

F. Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City. Where by statute, the City's workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Contractor shall maintain limits no less than:

1. **Commercial General Liability:** \$2,000,000 per occurrence for bodily injury, personal injury and property damage and \$2,000,000 general aggregate. It is permissible to use excess/umbrella coverage to meet limit requirements provided the umbrella policies are appropriately endorsed and meet all other requirements. Additionally, a letter clearly identifying the primary policy or policies to which the excess umbrella coverage applies shall be submitted attesting to the following: "Umbrella or excess liability policies shall provide coverage at least as broad as specified for underlying coverage's and covering those insured in the underlying policies. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion of claims or suits by one insured against another."

2. Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.
 - a. The insurer shall waive all rights of subrogation against the City.
3. Workers' Compensation and Employers Liability: Workers' Compensation providing statutory benefits as required by the Labor Code of the State of California with employers liability insurance, with minimum limits of \$1,000,000 per accident or disease.
 - a. The insurer shall waive all rights of subrogation against the City.

EXHIBIT A
PREVAILING WAGE EXEMPTION

STATE OF CALIFORNIA

Arnold Schwarzenegger, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director -- Legal Unit

455 Golden Gate Avenue, Ste. 9516

San Francisco, CA 94102

Tel: (415) 703-4240

Fax: (415) 703-4277

MAILING ADDRESS:

P. O. Box 420603

San Francisco, CA 94142-0603



November 3, 2004

RECEIVED

NOV - 4 2004

KS

Kathrin Sears, Esq.
GIBSON, DUNN & CRUTCHER LLP
One Montgomery Street
San Francisco, CA 94104-4505

Re: Public Works Case No. 2004-015
Local Community Conservation Corps

Dear Ms. Sears:

On April 9, 2004, you requested a determination as to whether certified local community conservation corps corpsmembers working on a public works project are required to be paid prevailing wages. On August 27, 2004, Governor Arnold Schwarzenegger signed into law Assembly Bill 2690, which amends Labor Code section 1720.4. The new Labor Code section 1720.4 sets forth certain types of work that are not covered by prevailing wage requirements. The following parts of Section 1720.4 are relevant to your request:

(a) This chapter shall not apply to any of the following work:

* * *

(3) Any work performed by members of the California Conservation Corps or of Community Conservation Corps certified by the California Conservation Corps pursuant to Section 14507.5 of the Public Resources Code.

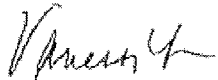
(b) This section shall apply retroactively to otherwise covered work concluded on or after January 1, 2002, to the extent permitted by law.

The text of subsection (a)(3), quoted above, provides a complete exemption from prevailing wage requirements for members of a certified Community Conservation Corps. The text of subsection (b), also quoted above, provides for a period of retroactive application.

Letter to Kathrin Sears, Esq.
Re: Public Works Case No. 2004-015
November 3, 2004
Page 2

I hope this letter satisfactorily answers your inquiry.

Sincerely,

A handwritten signature in dark ink, appearing to read "Vanessa L. Holton". The signature is fluid and cursive, with a prominent "V" and "H".

Vanessa L. Holton
Acting Chief Counsel

VLH:jmz