

## **RESOLUTION NO. 2015-014**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING A CONTRACT WITH MIKSIS SERVICES INC FOR SANITARY SEWER CLEANING AND VIDEO SERVICES FOR THE DESIGN OF THE SLIPLINING OF SEWER LINES UNDER CREEKS PROJECT NO. 2014-03**

**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 desires to contract for services to clean and video sanitary sewer lines in various City locations in order to determine the sliplining design of each line; and

**WHEREAS**, consistent with Government Code Section 4256 and City of Rohnert Park Purchasing Policy Section 3.6.6(D), staff set forth to identify a qualified team that can assist the City with the cleaning and video services of the Project; and

**WHEREAS**, proposals were solicited by the City Council for the cleaning and video services of the project; and

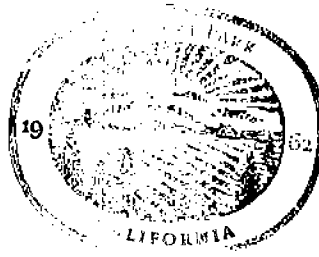
**WHEREAS**, two (2) proposals were received by the City Manager and reviewed with the City Council; and

**WHEREAS**, Staff recommends authorizing and approving a Contract for the sanitary sewer cleaning and video services for the design of the Sliplining of Sewer Lines under Creeks Project.

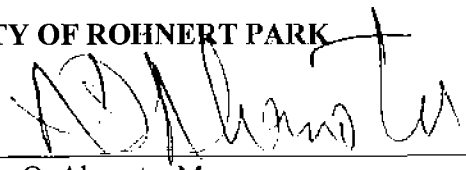
**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park that it does hereby authorize and approve the contract of the aforementioned Sliplining of Sewer Lines under Creeks Project to the most responsive bidder, compatibility and other factors considered, to wit:

<b><u>Bidder Name</u></b>	<b><u>Sanitary Sewer Clean and Video</u></b>	<b><u>Contingency</u></b>
<b><u>Total</u></b>		
Miksis Services Inc	\$40,110.00	\$7,890
\$48,000		
Healdsburg, CA		

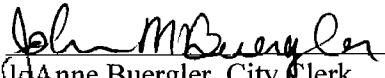
**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized and directed to take all actions to effectuate this agreement, including the execution of documents pertaining to the same for and on behalf of the City of Rohnert Park.



CITY OF ROHNERT PARK

  
Amy O. Ahanotu, Mayor

ATTEST:

  
Anne Buergler, City Clerk

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



## **CONTRACT**

### **MIKSIS SEVICES INC CLEAN AND VIDEO SANITARY SEWER LINE**

THIS AGREEMENT, made and entered into this 27th day of January, 2015, by and between Miksis Services Inc., hereinafter called "Contractor", and the City of Rohnert Park, hereinafter called "City".

### **WITNESSETH:**

WHEREAS, City desires to contract for services to clean and video sanitary sewer lines in various City locations; 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 has awarded a contract to Contractor for performing the work described in this Agreement in accordance with the quotation of said Contractor.

NOW, THEREFORE, IT IS AGREED, as follows:

1. Scope of Work: The Contractor shall perform all the work and furnish all the labor, materials, equipment and services as required to complete all of the work to clean and video sanitary sewer line in various City locations as are more particularly described in the Scope of Work.

2. Time of Performance: The Contractor shall begin work immediately 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 fees attached as Exhibit B.

The award of the contract is for the quoted amount of forty thousand, one hundred, ten dollars (\$40,110.00), allowing for seven thousand, eight hundred and ninety dollars (\$7,890.00) contingency for unforeseen repairs to siphons in the creeks, total amount not to exceed forty eight thousand dollars (\$48,000.00).

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 Fees (Exhibit B)
- d) Insurance Requirements (Exhibit C)

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.

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, and 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 shall 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. 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. "

10. 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.

11. 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.

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

13. 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.

14. 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

MIKSIS SERVICES INC

By: \_\_\_\_\_

City Manager

Date: \_\_\_\_\_

Per Resolution No. 2015-\_\_\_\_\_ adopted by the Rohnert  
Park City Council at its meeting of January 27, 2015.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By:

\_\_\_\_\_  
City Clerk

## **EXHIBIT A**

### **SCOPE OF WORK**

**PROJECT MANAGER:** All questions to be directed to the City's Project Manager, Warren Naumann, Public Works Department, 600 Enterprise Drive, Rohnert Park, 707-585-3334.

**SCOPE OF ESTIMATED WORK:** Clean and video sanitary sewer lines at various City locations:

Line 183 (Fairway) 209' of 14" Straight \$2,200.00

Line 194 (Fauna) 400' of 6" 1,570.00

Line 142 (Hillview) 217' of 8" Siphon 7,510.00

Line 1386 (Executive Ct.) \*Night Work 307' of 27" 3,190.00

Line 378 (Evonne) 147' of 6" Siphon 4,480.00

Line 1738 (State Farm) 147' of 8" Siphon 4,230.00

Line 1689 (Hwy. 101 Ramp) 359' of 21" 3,190.00

Line 2557 (San Mateo) 293' of 6" Straight 1,200.00

Line 2067 (Country Club) 230' of 10" Siphon 7,160.00

Line 1956 (Commerce) 325' of 18" 1,720.00

Line 1252 (Lunar Ct.) 250' of 12" Straight 3,660.00

Line 2357 Wait – per Warren (To be abandoned)

**RESPONSIBILITY OF CITY OF ROHNERT PARK:** To provide contractor with specific detail and specifications of expectations of work to be performed, to inspect work in progress in a responsible and reasonable manner.

City will provide a water source, suitable for supporting pipe cleaning at or near the jobsite.

Any necessary traffic control measures other than basic cones & signage shall be provided by the City.

City will provide a dumpsite as well as an equipment and materials staging area.

**RESPONSIBILITY OF CONTRACTOR:** To perform work in compliance with the City of Rohnert Park. To adhere to the specifications set forth in the contract.

CHANGES: The City may at any time, by giving fifteen (15) days written notice, delete or add to the scope of the work as set forth in the specifications. If such changes cause an increase or decrease in the amount due under the Contract, an equitable adjustment shall be made and the Contract amended in writing accordingly. Changes in the scope of five percent (5%) or less per bid item, shall not be cause for adjustment.

DAMAGE TO EXISTING PROPERTY: The contractor will be held responsible for any damage to existing real property, work, materials or equipment because of his operations and shall repair or replace any damaged real property, work, or materials or equipment to the satisfaction of, and at no additional cost to, the City.

The Contractor shall observe all pertinent safety practices and comply with any applicable safety regulations.

DEFECTIVE WORK: If the City representative finds that repairs or changes are required in connection with this Contract, which in the opinion of the City representative are rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the Contractor shall, within five (5) days upon receipt of notice from the City representative, place in satisfactory condition in every particular all of such work, correct all defects therein and make good all damages.

SUPERVISION: The Contractor shall arrange for satisfactory supervision of all contract work. The Contractor or Contractor's supervisors shall be available at all times when the contract work is in progress and during the day to receive instructions from the City representative.

Contractor will provide a phone number where Contractor or Contractor's representative can be reached on weekends and evenings. Contractor agrees to return any phone call within one (1) hour of receipt. Repeated failure to return said calls within the specified period will result in a one percent (1%) penalty on the current invoice. Chronic failure to abide with this requirement will be grounds for cancellation of the contract.

INSPECTION: The Contractor shall accompany the City's representative on non-scheduled inspection tours of the specific areas when requested by the City representative.



**EXHIBIT B**

**SCHEDULE OF FEES**

Line 183 (Fairway) 209' of 14" Straight	\$2,200.00
Line 194 (Fauna) 400' of 6"	\$1,570.00
Line 142 (Hillview) 217' of 8" Siphon	\$7,510.00
Line 1386 (Executive Ct.) *Night Work 307' of 27"	\$3,190.00
Line 378 (Evonne) 147' of 6" Siphon	\$4,480.00
Line 1738 (State Farm) 147' of 8" Siphon	\$4,230.00
Line 1689 (Hwy. 101 Ramp) 359' of 21"	\$3,190.00
Line 2557 (San Mateo) 293' of 6" Straight	\$1,200.00
Line 2067 (Country Club) 230' of 10" Siphon	\$7,160.00
Line 1956 (Commerce) 325' of 18"	\$1,720.00
Line 1252 (Lunar Ct.) 250' of 12" Straight	\$3,660.00
Line 2357 Wait – per Warren (To be abandoned)	\$ .00
<b>QUOTE TOTAL</b>	<b>\$40,110.00</b>

<b><u>CONTRACT NOT TO EXCEED</u></b>	<b><u>\$48,000.00</u></b>
--------------------------------------	---------------------------

**SEE MIKSIS SERVICES INC. QUOTE ATTACHED AS PART OF EXHIBIT B**

**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.
  - a. 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.

**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.**

**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.

**G. Subcontractors**

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.