

**City Manager's Report****August 12, 2014 City Council Meeting****Prepared by:** Steve Youel, Director of Community Services**Item #:** 8.5

**Subject:** Adopt a resolution awarding a Service Contract to ZM Backflow Prevention Services in the amount of \$11,712.00, to assist with the implementation of the City of Placerville's annual backflow survey and authorize the Director of Community Services to execute the same.

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**Discussion:** In order to protect the public water system, the City of Placerville implements a cross connection control and backflow prevention program as adopted pursuant to the State of California Administrative Code, title 17, section 7583 et seq. (Ord. 1661, 2-25-2014). The objective of the program is to protect the public water system from potential contaminants, comply with federal, state, and local laws and policies and to allow the City to meet applicable regulatory requirements and standards (Ord. 1661, 2-25-2014).

As part of the backflow program, an annual cross connection control survey is performed by City staff in conjunction with an independent contractor who's certified as an American Water Works Association Cross Connection Control Program Specialist.

**Analysis:** Due to a lack of qualified staff to perform the survey, it has been determined that it is in the best interest of the City to employ ZM Backflow Prevention Services. ZM Backflow Prevention Services has the expertise, equipment, and personnel necessary to assist the City with efforts to adhere to the programs objectives. The scope of work associated with this recommendation consists of ZM Backflow Prevention Services providing the following: 1.) perform approximately 488 Backflow Prevention Assembly Tests according to a list provided by City staff, 2.) notify and schedule with customers when tests will take place, 3.) fill out certification form, and 4.) keep a three year record of the test results. City staff solicited quotes from the following service providers: Stephen LeDoux, Jon Lotito, DMI Pump Service, Clint Robertson, Kevin Uecker and ZM Backflow Prevention Services. ZM Backflow Prevention Services was the only responsive bidder to provide a quote that met the specifications for the project and is therefore recommended to provide the service.

**Alternative:** None

**Cost:** The agreement with ZM Backflow Prevention Services (see attached) in the amount of \$11,712.00 equates to \$24.00 per test. There will be 210 backflow prevention assembly tests conducted within the 2014-2015 Fiscal Year and 278 backflow prevention assembly tests conducted within the 2015-2016 Fiscal Year. The cost of this service is borne by the associated utility accountholder on a voluntary basis.

**Budget Impact:** The costs of service provided for fiscal year 2014-2015 of \$5,040.00 was anticipated and is identified within the 2014-2015 Water Enterprise Fund Operating Budget and the balance of \$6,672.00 will be included in the 2015-2016 Proposed Water Enterprise Fund Budget.

**Recommendation:** Adopt a resolution awarding a Service Contract to ZM Backflow Prevention Services in the amount of \$11,712.00 to assist with the implementation of the City of Placerville's annual backflow survey and authorize the Director of Community Services to execute the same.

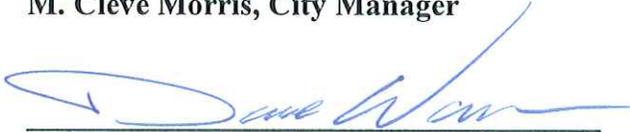
**Attachment A:** Service Agreement



**M. Cleve Morris, City Manager**



**Steve Youel, Director of Community Services**



**Dave Warren, Director of Finance**

RESOLUTION NO \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF PLACERVILLE, AWARDING A SERVICE CONTRACT TO PROVIDE  
BACKFLOW PREVENTION SERVICES**

**WHEREAS**, the Community Services Department desires to obtain a Backflow Device Inspector to provide an annual State mandated backflow survey; and

**WHEREAS**, ZM Backflow Prevention Services, herein referred to as contractor, has submitted a responsive bid that meets terms, requirements and conditions of the project; and

**WHEREAS**, the City has determined that the provision of such services provided by the contractor are in the public's best interest, and are more economically and feasibly performed by a Backflow Contractor.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Placerville authorize the Director of Community Services to award a bid to ZM Backflow Prevention Services in the amount of \$11,712.00.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Placerville held on August 12, 2014 by Councilmember \_\_\_\_\_ who moved its adoption. The motion was seconded by Councilmember \_\_\_\_\_. The motion was passed by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Mayor Carl Hagen

**Attest:**

\_\_\_\_\_  
Susan Zito, MMC, City Clerk



COMMUNITY SERVICES  
DEPARTMENT  
**CITY OF PLACERVILLE**  
**SERVICE CONTRACT**

549 Main Street, Placerville, CA 95667  
PHONE (530) 642-5250 FAX (530) 642-5228

SERVICE AGREEMENT  
No: 10

**PROJECT: Backflow Prevention Assembly Testing**

**PROJECT NO.#10**  
**REQUEST NO. 1**  
**DATE: July 30, 2014**

**SERVICE LOCATION:**

The Contractor will furnish all labor, equipment and materials for Backflow Prevention Assembly testing of 210 backflow valves during the year 2014 and 278 backflow valves during the year 2015 within the City of Placerville

**SUBMIT ALL INVOICES TO:**  
**CITY OF PLACERVILLE**  
Community Services Department  
549 Main Street, Placerville, CA 95667  
  
Attention: Steve Youel

<b>Contractor:</b> ZM Backflow Prevention Services 516 E. Swain Rd. Stockton, CA 95207	<b>Public Work Departments</b> <b>Acct. Code: 510-2301-433.31-08</b>
Contact Person: Luis Huerta Torrez	Contact Person: Steve Youel
Telephone No. (209) 808-6202	Telephone No (530) 642-5234
Email Address lhuerta@zmbackflow.com	Fax No. (530) 642-5236
Fax No.	
Backflow Assembly Tester# 13639	
Business Lic. No. In Process	

Start Date	Terms	Completion Date	Insurance Requirement	Contact Amount
	30 Days		See Attached	Not to exceed \$11,712.00

**The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:**

- 1.) Perform Backflow Prevention Assembly testing of 210 backflow valves during the year 2014.
- 2.) Perform Backflow Prevention Assembly testing of 278 backflow valves during the year 2015.

**Terms and Conditions:**

- 1.) ZM Backflow Prevention Services will perform backflow testing at a rate of \$24.00 per test, not to exceed \$11,712.00.
- 2.) ZM Backflow Prevention Services must provide proof of valid Placerville City Business License.

**Total Cost of Service Not to exceed \$11,712.00**

**ATTENTION: Total cost of service not to exceed the above amount without prior approval of the City.**

*The Contractor named hereon by the acceptance of this order agrees to the provisions of this Contract*

**CONTRACTOR:**

**CITY OF PLACERVILLE**

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

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

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

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

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

Steve Youel  
Director of Community Services

1. Contractor shall hold harmless, defend and indemnify the City of Placerville and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City of Placerville.
2. The limits of insurance coverage specified above in no way limit the liability of Contractor for full payment and resolution of any claim resulting from Contractor's performance of services under this Agreement.
3. Contractor is an independent contractor, and shall not be considered an officer, agent, or employee of the City.
4. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
5. Time is of the essence of this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Placerville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices will be adhered to.
10. Insurance Requirements:

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

A. Workers' Compensation & Employers Liability

- Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy.
- Thirty (30) days' prior written notice of cancellation or material change must be provided to the City of Placerville.
- The policy must include a written waiver of the insurer's right to subrogate against the City of Placerville.
- Required Evidence of Coverage:
  1. Subrogation waiver endorsement; and
  2. Properly completed Certificate of Insurance.

B. General Liability

- Commercial General Liability Insurance no less broad than ISO form CG 00 01.
- Coverage must be on a standard Occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent. Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; 2,000,000 Products/Completed Operations Aggregate. The General Aggregate must apply separately to each project.
- Prior written consent is required if the insurance has a deductible or self-insured retention in excess of \$25,000.
- Coverage shall be continued for one (1) year after completion of the work.
- The City of Placerville must be an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. The City of Placerville shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" must include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("P" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the City of Placerville as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by the City of Placerville.
- Thirty (30) days' prior written notice of cancellation or material change must be provided to the City of Placerville.

- The policy must cover inter-insured suits and include a “separation of Insureds” or “severability” clause which treats each insured separately.
- Required Evidence of Coverage:
  1. Copy of the additional insured endorsement or policy language granting additional insured status;
  2. Copy of the endorsement or policy language indicating that coverage applicable to the City of Placerville is primary and non-contributory; and
  3. Properly completed Certificate of Insurance.

C. Automobile Liability

- Minimum Limit: \$1,000,000 combined single limit per accident.
- Coverage must apply to all owned, hired and non-owned vehicles.
- The City of Placerville must qualify as an insured.
- Required Evidence of Coverage:
  1. Copy of the endorsement or policy language indicating that the City of Placerville is an insured for its vicarious liability; and
  2. Properly completed Certificate of Insurance.

D. Surety Bonds

- Bid bond.
- Performance and payment bonds for the entire contract price.
- The surety must be authorized to issue these bonds in the State of California.

E. Documentation

- The Certificate of Insurance must include the following reference: Project Name
- The name and address for Additional Insured endorsements, Certificates of Insurance and Notice of Cancellation is: City of Placerville, 3101 Center Street, Placerville, CA 95667
- Current Evidence of Coverage must be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.