

## City Council Report

915 I Street, 1<sup>st</sup> Floor

Sacramento, CA 95814

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**File ID:** 2019-00240

April 23, 2019

**Consent Item 31**

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**Title: Supplemental Agreement: On-Call (Various) Contracting Services Electrical General – (Less than 600 Volts)**

**Location:** Citywide

**Recommendation:** Pass a Motion authorizing the City Manager or City Manager's designee to execute Supplemental Agreement No. 1 to City Agreement 2018-1450 with Elite Power to provide on-call general electrical services for a term of four years in an amount not-to-exceed \$800,000, bringing the agreement's not-to-exceed amount to \$899,000.

**Contact:** Charley Cunningham, Project Manager, (916) 808-5518; Dave Hansen, Supervising Engineer, (916) 808-1421; Dan Sherry, Engineering & Water Resources Division Manager, (916) 808-1419; Department of Utilities

**Presenter:** None

**Attachments:**

1-Description/Analysis

2-Supplemental Agreement

## Description/Analysis

**Issue Detail:** Staff recommends Council approve Supplemental Agreement No. 1 with Elite Power for the installation of Automated Metering Infrastructure (AMI) Gateways, and other electrical on-call work that includes installing conduits and wires, performing repairs and, modifications to electrical infrastructure and providing other electrical work as needed for the next four years.

**Policy Considerations:** The proposed supplemental agreement exceeds City Manager's approval authority, requiring Council approval in accordance with City Code Section 3.64, which requires City Council approval for contracts of \$100,000 or more.

**Economic Impacts:** None

## Environmental Considerations:

**California Environmental Quality Act (CEQA):** The action is exempt from review under CEQA pursuant to CEQA Guidelines section 15301. The action involves the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The exemption covers interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances; existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety); restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood.

**Sustainability:** Not applicable.

**Commission/Committee Action:** Not applicable

**Rationale for Recommendation:** On July 24, 2018, City Council suspended competitive bidding, approved an On-call Master Contractors Services List (Public Works Agreement No. 2018-1055), and authorized other City departments to use the On-Call Master Contractor Services List for services. Each department is responsible for obtaining appropriate approvals and execute individual agreements and purchase orders.

In October 2018, DOU issued a \$99,000 contract (Agreement No. 2018-1450) to Elite Power Inc, an electrical contractor listed on the Department of Public Works, Facilities Maintenance Division's On-Call Master Contractors Services List. This agreement has been used to install AMI Gateways which communicate with individual water meters to collect readings. Elite Power has provided excellent service at a reasonable cost over the past year. On this basis, staff recommends extending the agreement for four additional years.

**Financial Considerations:** The original not-to-exceed amount of the agreement was \$99,000. The proposed Supplemental Agreement No. 1 is for \$800,000, for a new not-to-exceed amount of \$899,000 over the five-year term. There is sufficient funding in the proposed FY 2019/20 DOU Operating Budget and Capital Improvement Program for the first year of the agreement. Funding in future fiscal years will be subject to the availability of sufficient funds for the applicable fiscal year.

There are no General Funds allocated or planned for this project.

**Local Business Enterprise (LBE):** Elite Power is an LBE.

**CONTRACT SUPPLEMENT**

**Bid Title and Number: On-Call(Various) Contracting Services Electrical General – (Less Than 600 Volts)      Date: April 23, 2019**  
**Bid Number: P18014541004      Contract Supplement No.: 2018-1450-1**

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The City of Sacramento ("City") and **Elite Power** ("Contractor"), as parties to that certain contract awarded for the above Bid and designated as City Contract Number **C2018-1450**, including any prior contract supplements modifying the contract (the contract and contract supplements are hereafter collectively referred to as the "Contract"), hereby supplement and modify the Contract as follows:

1. The Contract is amended as follows:

The performance period for the Contract is extended from July 1, 2019 through and including June 30, 2023. The services described in Exhibit 1 shall be provided throughout the extension period.

2. In consideration of the Contract amendment described in section 1, above, the maximum not-to-exceed amount that is specified in the Contract is increased by \$800,000.00, and the Contract's maximum not-to-exceed amount is amended as follows:

Contract's original not-to-exceed amount:	<u>\$99,000.00</u>
Net change by previous contract supplements:	<u>- 0 -</u>
Not-to-exceed amount prior to this contract supplement:	<u>\$99,000.00</u>
Increase by this contract supplement:	<u>\$800,000.00</u>
New not-to-exceed amount including all contract supplements:	<u>\$899,000.00</u>

3. Contractor agrees that the compensation specified herein shall constitute full compensation for the Contract amendment specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such amendment, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.

4. Contractor warrants and represents that the person or persons executing this contract supplement on behalf of Contractor has or have been duly authorized by Contractor to sign this contract supplement and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Contract shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations and conditions required under the Contract, as supplemented and modified by this contract supplement.

**Approval Recommended By:**

\_\_\_\_\_  
Project Manager

**Approved As To Form By:**

\_\_\_\_\_  
City Attorney

**Approved By:**

  
\_\_\_\_\_  
Contractor

**Elite Power Inc.**  
**Walt Zacharias**  
President/Owner

**Approved By:**

\_\_\_\_\_  
City of Sacramento

**Attested To By:**

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

## EXHIBIT 1

### Electrical — General (Less than 600 Volts) Contract Specifications

#### General

Perform **Electrical — General (Less than 600 Volts)** troubleshoot, repairs, maintenance, installation, and replacement as directed by the City of Sacramento, including but not limited to the following:

Electrical Service calls, both emergency and non-emergency.

1. Installation of exterior pole mounted wireless telemetry equipment. Some poles may also be used for roadway lighting. Contractor will be responsible for providing the safety training of personnel and implementing traffic control measures as necessary.
  - a. Gateways
  - b. Power supplies
  - c. Antennas
2. Electrical repairs.
3. Electrical alterations and modifications.
4. Limited new electrical construction.
5. Indoor and outdoor electrical work in a variety of City owned sites including, Police, Fire, Data Centers, Offices, Parks, Warehouses, Repair Facilities, etc. Some buildings will be secure and require special access.
6. Electrical Power work, including but not limited to the following:
  - a. Circuit breaker-replacement.
  - b. Disconnect replacement.
  - c. Fuse replacement.
  - d. Conduit repair, and installation, including RS, EMT, PVC, flexible conduit, etc.
  - e. Wire repair and installation, including copper, aluminum, all insulation and wire types (600 VAC and below).
  - f. Transformer removal and replacement.
  - g. Subpanel removal and replacement.
  - h. Electrical devices, including receptacles, switches, etc.
  - i. Motor, starters, variable frequency drives
  - j. Automatic transfer switches
7. Lighting work, including but not limited to the following:
  - a. Indoor and outdoor lighting repairs and installations, including exterior pole mounted fixtures and sports field lighting.
  - b. Lamp removal and replacement, including HID, fluorescent, incandescent, etc.
  - c. Ballast or driver removal and replacement, including LED, HID, fluorescent, etc.
  - d. New lighting fixture installation, all types.
  - e. Lighting control work. Contractors must have experience with a variety of lighting control systems, including Intelligent Lighting Controls (ILC)

Note — Contractors may be required to furnish parts and equipment supplies

**Qualifications**

In addition to complying with all applicable laws and regulations, Contractors shall have been in the same business as the same entity for a minimum of three years. Contractors must possess all valid and applicable licenses for work to be performed prior to contract award.

**Work Hours / Response Time**

Work shall typically be performed between the hours of 6:00 AM and 4:00 PM — Monday through Friday.

Some department facilities such as Water Treatment Plants and lift may require work to be performed after normal business hours. Contractors providing services (as contrasted with those providing materials only) shall be available to respond to City requests for service 24 hours per day, seven days per week, with the following response times: Response to non-emergency work requests shall be within 2 business days.

- Response to non-emergency work requests shall be within 2 business days.
- Response to emergency work requests shall be within 4 hours.

The Department of Utilities is responsible for providing services that are critical to health and life safety through the City's infrastructure and equipment repair during emergency situations and requests cooperation from all contractors providing On-Call services to the City of Sacramento. During a wide-scale emergency, firms may be contacted to provide services and/or equipment. Firms must agree that the City's request for services will be a top priority.



C-10 # 807924 DIR # 187000003

## City of Sacramento – On-Call Service

Bid Transaction #P18014541004 - Electrical – General (Less than 600 Volts)

### SERVICE RATES

Labor Classification	Straight Time 7:00am-3:30pm Monday-Friday	Overtime 3:30pm-7:00am Monday-Friday & Saturday	Sundays / Holidays
Superintendent	\$105.00 / Hour	\$152.00 / Hour	\$200.00 / Hour
Foreman	\$95.00 / Hour	\$138.00 / Hour	\$180.00 / Hour
Journeyman	\$88.00 / Hour	\$128.00 / Hour	\$167.00 / Hour
Apprentice	\$71.00 / Hour	\$103.00 / Hour	\$135.00 / Hour
Emergency Tech.	\$119.00 / Hour	\$179.00 / Hour	\$237.00 / Hour
Material Handler	\$67.00 / Hour	\$98.00 / Hour	\$128.00 / Hour

### MATERIALS

Contractor's cost + 15% Overhead/Profit  
Applicable sales tax to be added accordingly

### EXPENSES

Sub-contractor's Cost + 15% Overhead/Profit  
Direct Job Cost + 15% Overhead/Profit  
Rental Equipment Cost + 15% Overhead/Profit

### HOLIDAYS \*DOUBLE TIME

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Veteran's Day
- Christmas Day

Rates valid through July 1, 2020

**24-HR Emergency Service (916) 739-1580**