

STAFF REPORT*CITY OF OCEANSIDE*

DATE: November 7, 2012

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department – Harbor and Beaches

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH SERVICE ELECTRIC FOR HARBOR ELECTRICAL REPAIRS AND ELECTRICAL MAINTENANCE SERVICES**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement with Service Electric of Fallbrook in an amount not to exceed \$80,000 for electrical repairs to six harbor docks and electrical maintenance services, and authorize the City Manager to execute the agreement.

BACKGROUND

The electrical systems used on the harbor's boat docks were installed in the mid-1980s and early 1990s. These cables and their connections are now experiencing failures due to corrosion. In 2011, a survey was done and each dock's electrical system was prioritized for future repairs and replacements. In 2010 to 2012, the Public Works Department – Harbor & Beaches replaced and upgraded services to seven docks (F, G, H, I, M, N and T Docks). In Fiscal Year 2012-13, another six docks (E, O, P, Q, R and S Docks) will be repaired, replaced and/or upgraded.

ANALYSIS

In May 2012, the Harbor and Beaches Division solicited bids from three qualified electrical contractors. Service Electric was chosen by staff because of their cost and familiarity with the boat dock electrical systems.

<u>Firm</u>	<u>City</u>	<u>Bid</u>
Service Electric	Fallbrook	\$70 hr
Pinamonti Electric	Vista	\$75 hr
Nixon Electric	Bonsall	\$77 hr

FISCAL IMPACT

The total cost of the agreement will not exceed \$80,000 and will be funded from the Harbor Maintenance Account 600627101-5320-100447.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve a professional services agreement with Service Electric of Fallbrook in an amount not to exceed \$80,000 for electrical repairs to six harbor docks and electrical maintenance services, and authorize the City Manager to execute the agreement.

PREPARED BY:

J.F. Quan

Frank Quan
Harbor and Beaches Coordinator

SUBMITTED BY:

Peter Weiss

Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

MSL

Kiel Koger, Maintenance and Operations Manager

KK

Teri Ferro, Financial Services Director

TF

Attachment A: Professional Services Agreement
Attachment B: Proposals

CITY OF OCEANSIDE

PROFESSIONAL CONTRACTOR SERVICES AGREEMENT**PROJECT: (HARBOR AND BEACHES ELECTRICAL UPGRADE)**

THIS AGREEMENT, dated June 1st, 2012 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and SERVICE ELECTRIC, hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: Contractor will inspect and evaluate the condition of the wiring and electrical systems from the entry points down to and on the boat docks. He will evaluate and make repairs to the wiring and connections. Ensure all connections are suitable for wet locations and properly sized in accordance with the National Electrical Code. Repairs for each dock are expected to be completed within one week from the start date of the repairs. Contractor will notify Oceanside Harbor Maintenance if work cannot be completed in required timeframe due to unforeseen incidentals. All work will be completed no later than June 30, 2013.
2. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

[HARBOR AND BEACHES ELECTRICAL UPGRADE]

4. LIABILITY INSURANCE.

4.1. CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONTRACTOR shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR'S work.

4.4 All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

[HARBOR AND BEACHES ELECTRICAL UPGRADE]

- 4.5 All insurance companies affording coverage to the CONTRACTOR pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6 CONTRACTOR shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.
5. **CONTRACT BONDS (for contracts exceeding \$25,000).** If the total contract price specified in Section 7 of this Agreement exceeds \$25,000, or if any amendment to this Agreement causes the total contract price to exceed \$25,000, before entering upon the performance of work, CONTRACTOR shall provide two good and sufficient bonds in the amounts listed below:
- Performance Bond in a sum not less than one hundred percent (100%) of the total contract price, to guarantee faithful and timely performance of all work, in a manner satisfactory to the CITY, and further to guarantee that all materials and workmanship will be free from original or developed defects
 - Payment Bond that meets the requirements of California Civil Code section 3248, in a sum not less than one hundred percent (100%) of the total contract price, to satisfy claims of material suppliers, mechanics and laborers employed by CONTRACTOR on the work that is the subject of this Agreement

[HARBOR AND BEACHES ELECTRICAL UPGRADE]

6. **CONTRACTOR'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of the CONTRACTOR, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR.

CONTRACTOR'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

7. **COMPENSATION.** CONTRACTOR'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$80,000.00. Labor will be based on the proposed hourly rate of \$70.00 as submitted in the electrical proposal.

No work shall be performed by CONTRACTOR in excess of the total contract price without prior written approval of the CITY. CONTRACTOR shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.

8. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
9. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONTRACTOR shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are

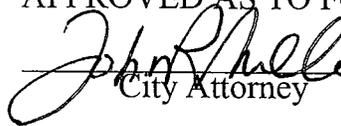
[HARBOR AND BEACHES ELECTRICAL UPGRADE]

otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

- 10. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
- 11. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONTRACTOR for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONTRACTOR only for work performed in accordance with the Agreement up to and including the date of termination.
- 12. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Contractor Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

[SERVICE ELECTRIC]
 By: 
 Name/Title
 By: Art Smith President
 Name/Title
33-0172371
 Employer ID No.

CITY OF OCEANSIDE
 By: _____
 City Manager
 APPROVED AS TO FORM:

 City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego



On October 24, 2012 before me, J.F. Quan, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Art Smith
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature J.F. Quan
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Professional Contractor's Agreement - Harbor Electrical

Document Date: June 1, 2012 Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Art Smith

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: owner

Service Electric

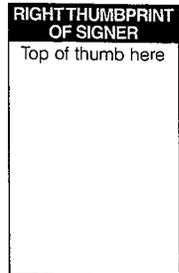
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____





Public Works
Harbor and Beaches

May 29th, 2012

PROPOSAL

The City of Oceanside, Public Works Department, Harbor and Beaches Division is soliciting proposals from qualified private companies to perform Electrical repair and service in the Harbor and Beaches area.

Scope of Work: The selected Contractor shall furnish all labor, equipment, materials, tools, services and special skills required to perform the scope of work as set forth in the specifications.

Location of Work:

Work to be done is at the Oceanside Harbor beginning at the Service Buildings, down to the junction boxes on the dock approaches onto the boat docks. Electrical service panels and main circuit breakers are located at the service buildings or at an electrical panel adjacent to the boat docks. Repair work should begin at main service entry point, evaluating the condition of the electrical equipment and wiring from the building or panel box down onto the boat docks and include the electrical utility pedestal at the boat slip. Work will be in a damp or wet location, above the water subject to tidal swells and surges.

Specification:

1. Check service panels for proper connections, wear and corrosion and secure connections.
2. Ensure wiring and equipment meet current code requirements to include but not limited to proper wire sizing, adequate overcurrent protection and proper grounding.
3. Follow wiring down to the boat docks checking wire conditions, connections and grounding. Also inspect connections at junction boxes adjacent to the dock approach and in the accesses on the main dock walkway.
4. Evaluate all connections. Reconnect splices that show corrosion or exposure to air or salt water with water tight connections. All connections and equipment used should be durable enough to withstand a marine environment.
5. Evaluate and proceed with a maintenance system to ensure secure connections at the utility pedestals, connections are lubricated and sealed, and 30/50 amp outlets are in proper operating condition.

6. Any and all other electrical maintenance concerns that may have been overlooked in the specifications. Approval must be given from the Maintenance Supervisor before proceeding with repairs outside of the specifications.

Please provide information about your company

Name: SERVICE ELECTRIC

Address: 308 INDUSTRIAL WAY
FALLBROOK, CA 92028

License number: 634629

Additional Information: _____

Request for Quotation

1. Quotation will be based on cost for the following:

Hourly rate for electrical repairs normal working hours \$ 70

Hourly rate for electrical repairs after regular hours. \$ 100

Estimated cost for a Service Call during regular working hours. \$ 150

Estimated cost for a Service Call after hours. \$ 225

Materials mark up cost, if applicable \$ 18%

2. Please describe experience in working on electrical systems in a marina or marine type environment.

SERVICE ELECTRIC HAS SPENT THE LAST
THREE YEARS UPGRADING & SERVICING THE

ELECTRICAL AT OCEANSIDE HARBOR & PIER. WE HAVE

COMPLETED MANY PROJECTS OVER THE LAST 30 YEARS IN THE MARINE

All questions or requests for information should be directed to the Project Coordinator. ENVIRONMENT.

- 5. Evaluate and proceed with a maintenance system to ensure secure connections at the utility pedestals, connections are lubricated and sealed, and 30/50 amp outlets are in proper operating condition.
- 6. Any and all other electrical maintenance concerns that may have been overlooked in the specifications. Approval must be given from the Maintenance Supervisor before proceeding with repairs outside of the specifications.

Please provide information about your company

Name: Pat Pinamonti Electric

Address: 2244 S. Santa Fe Vista Ca 92084

License number: 603173

Additional Information: Electrical Contractor C-10 License

Request for Quotation

- 1. Quotation will be based on cost for the following;

Hourly rate for electrical repairs normal working hours \$75.00 _____

Hourly rate for electrical repairs after regular hours. \$130.00

Estimated cost for a Service Call during regular working hours. \$175.00 _____

Estimated cost for a Service Call after hours. \$230.00 _____

Materials mark up cost, if applicable 22% _____

2. Please describe experience in working on electrical systems in a marina or marine type environment.

_Electrical new construction and repair and maintenance at Sea Point Condominium complex in Del Mar _____

_Numerous service calls for residences on coastal properties _____

Complete electrical service and repair for Cal-A-Vie Spa and resort _____

All questions or requests for information should be directed to the Project Coordinator.

Project Coordinator:

Steve Rodriguez
City of Oceanside
Public Works Department
Harbor and Beaches Division
1540 Harbor Drive North
Oceanside, CA 92054
Telephone: (760) 435-4031
FAX: (760) 435-4072
E-Mail: srodriguez@ci.oceanside.ca.us

6. Any and all other electrical maintenance concerns that may have been overlooked in the specifications. Approval must be given from the Maintenance Supervisor before proceeding with repairs outside of the specifications.

Please provide information about your company

Name: ZACHARY B. NIXON, INC DBA NIXON ELECTRIC

Address: PO BOX 700
BONSALL, CA 92003

License number: 621034

Additional Information: Fully insured, bonded, CA STATE CERTIFIED

Request for Quotation

1. Quotation will be based on cost for the following;

Hourly rate for electrical repairs normal working hours \$ 77.00 per hour

Hourly rate for electrical repairs after regular hours. \$ 135.00

Estimated cost for a Service Call during regular working hours. \$ 170.00

Estimated cost for a Service Call after hours. \$ 230.00

Materials mark up cost, if applicable cost, plus tax, plus 20%

2. Please describe experience in working on electrical systems in a marina or marine type environment.

Our company has worked along the coast from Orange County to San Diego for more than 15 years. We are very knowledgeable with the challenges of the marine environment.

All questions or requests for information should be directed to the Project Coordinator.

Jm
5-21-12