

CITY OF CLOVERDALE  
CITY COUNCIL

RESOLUTION NO. 015-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVERDALE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KNIGHT'S ELECTRIC IN THE AMOUNT OF \$34,499.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**

**WHEREAS**, the City of Cloverdale maintains and operates a Wastewater Treatment Plant (WWTP) on Asti Road; and

**WHEREAS**, Knight's Electric is uniquely qualified to perform the electrical repair work at the City's WWTP; and

**WHEREAS**, the City requested a cost proposal from Knight's electric for the replacement of the aging 400-amp service at the City's WWTP; and

**WHEREAS**, Knight's Electric provided a cost proposal for replacement of the 400 amp panel at the WWTP attached hereto as Exhibit A; and

**WHEREAS**, the City of Cloverdale has identified sufficient funding in the Wastewater Budget (Fund 630) in the City's adopted Fiscal Year 2021-22 budget sufficient to complete the project.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Cloverdale hereby:

1. Approve a Minor Construction Agreement with Knight's Electric in the amount of \$34,499.00.
2. Authorize the City Manager to sign a minor construction management agreement with Knight's Electric in a form approved by the City Attorney.

The foregoing Resolution No. 015-2022 was duly introduced and adopted by the City Council of the City of Cloverdale at its regular meeting held on the 9th day of February 9, 2022, by the following roll call vote: 5-Ayes, 0-Noes

Ayes: (5) Vice Mayor Wolter, Councilmembers Palla, Bagby, Cruz, Mayor Lands  
Noes: (0)  
Absent: (0)  
Abstaining: (0)

APPROVED:

ATTEST:



Todd Lands, Mayor



Jill Garibaldi, City Clerk

Exhibit A – Knight's Electric Proposal for 400 amp Panel Replacement



**Prepared For:**

Jay Robinson  
City of Cloverdale Wastewater Treatment

**Project Information:**

Wastewater Treatment Plant  
400amp Electrical Panel  
Replacement.

**Scope of work:**

1. Replace existing 400amp, 277/480volt, electrical service panel without main circuit breaker, sub circuit breakers, and no fuse protection with (1) new 400amp panel with main lugs only, and (2) 225amp sub breakers.
2. Rewire existing automatic transfer to new 400amp, 277/480volt panel.
3. Includes concrete removal, replacement of concrete, for new panel, trenching and backfill.
4. Excludes permits and permit fees.
5. Includes 150kw generator rental for up to 4 days, connect and disconnect of generator, excludes fuel for generator.
6. Includes prevailing wages.

**Price Breakdown**

BID ITEM#	DESCRIPTION	PRICE
1-6	Panel Replacement	\$34,449.00
<b>Total</b>		<b>\$34,449.00</b>

**Clarifications/Exclusions:**

1. This price does not include generator rental, building permit fees, performance or payment bonds, overtime pay, All work will be performed during normal working days and hours. This price does not include any responsibility for unknown or unmarked utilities.
2. If, during the time for performance of the contract, including any extensions, the increase in price of any material, item or component or portion of the work exceeds two percent (2%), the General Contractor/Business Owner/Home Owner agrees to absorb and pay for that portion of the escalation in price which exceeds two percent (2%) of the price at the time this contract was entered into. Notwithstanding any other provision of this contract, the GC/BO/HO agrees to absorb and pay all material escalation costs during periods of delay to Knights' Electric, Inc. performance resulting from the GC/BO/HO fault or negligence.
3. Payments to be made as follows: As per project specifications or net 10 days from invoice date.
4. All work to be completed in a workmanlike manner according to standard practices. A 1 ½% (18% per annum) service charge will be added to all past due accounts.
5. Knights' Electric shall be excused for any delay in completion of the contract caused by acts of God, acts of the Owner, of the Owner's agent, employee or independent contractor, storm weather, labor trouble, acts of public utilities, public bodies or inspectors, extra

work, failure of owner to make progress payments promptly, or other contingencies unforeseeable by or beyond the reasonable control of the contractor.



Quality • Satisfaction • Trust

Authorized Signature Art Knight

Art Knight - Project Manager

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal: The above or attached prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Notice to Owner: Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board, whose address is: Contractors' State License Board, 3132 Bradshaw Rd., Sacramento, CA 95827. Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce claim against your property. This means that, after a hearing, a court office can sell your property and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full, if the subcontractor, laborer, or suppliers remain unpaid.