

RESOLUTION NO. 17-132

Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Enter Into A First Amendment To The Contract With J.A. Gonsalves & Son Construction Inc. Increasing The Contract Amount By \$54,614.51 To An Amount Not To Exceed \$517,173.61

WHEREAS, on July 5, 2016, the City Council approved the scope of work for the Annual Street Rehabilitation Project EPW 105-16 (CIP #15240027) and authorized the City Engineer to advertise the project for public bidding; and

WHEREAS, at the July 5, 2016 meeting City Council also found that the project is exempt under California Environmental Quality Act Guideline 15301 because the project involves repairs to existing facilities; and

WHEREAS, on October 18, 2016 City Council authorized the City Manager to enter into a Contract with J.A. Gonsalves & Son Construction Inc. in an amount not to exceed \$462,559.10; and

WHEREAS, during the course of construction staff observed widespread deterioration of the pavement on 45th Street especially in the vicinity of the AC Transit driveway close to San Pablo Avenue; and

WHEREAS, this deterioration is likely caused by a combination of the extremely wet winter the Bay Area experienced, heavy loading imposed by buses accessing the AC Transit Bus Yard and tractor trailer trucks using the nearby loading dock; and

WHEREAS, in order to address the pavement failure in a timely and complete fashion it was decided to increase the project scope to include full depth pavement removal and replacement on 45th Street between the Joseph Emery Park Entrance and San Pablo Avenue; and

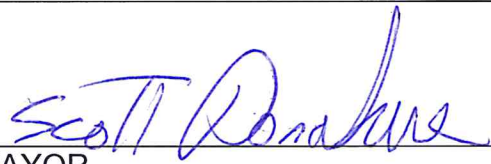
WHEREAS, the addition of this work requires a First Amendment to the Contract with J.A. Gonsalves & Son Construction Inc. in the amount of \$54,614.51 to an amount not to exceed \$517,173.61; and

WHEREAS, there are sufficient funds available in the Ongoing Street Rehabilitation Program (CIP #15240027) to cover the cost of the attached \$54,614.51 First Amendment to the Contract with J.A. Gonsalves & Son Construction Inc.; now, therefore be it

RESOLVED, that the City Council of the City of Emeryville hereby authorizes the City Manager to enter into a First Amendment to the Contract with J.A. Gonsalves & Son Construction Inc. increasing the contract amount by \$54,614.51 to an amount not to exceed \$517,173.61.

ADOPTED by the City Council of the City of Emeryville at a regular meeting held Tuesday, September 5, 2017 by the following vote:

AYES:	<u>5</u>	Mayor Donahue, Vice Mayor Bauters and Council Members Martinez, Medina and Patz
NOES:	<u>0</u>	
ABSTAIN:	<u>0</u>	
ABSENT:	<u>0</u>	


MAYOR

ATTEST:

APPROVED AS TO FORM:


CITY CLERK


CITY ATTORNEY

**FIRST AMENDMENT TO THE
CONTRACT**

THIS FIRST AMENDMENT is effective as of this _____ day of _____, 20____, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **J.A. GONSALVES & SON INC. CONSTRUCTION, INC** ("Contractor"), collectively referred to as the "Parties".

WITNESSETH THAT:

WHEREAS, as approved by City Council Resolution No 16-142, the City entered into a Contract with Contractor on December 29, 2016 in an amount not to exceed \$462,559.10 for the construction of the Annual Street Rehabilitation Project EPW 105-16 (CIP #15240027); and

WHEREAS, said contract amount included a Bid Item for Supplemental Work in the Bid Sheet in the amount of \$40,000 for unforeseen additional work; and

WHEREAS, said contingency was not sufficient to cover all unforeseen work as additional paving removal and replacement on 45th Street was required during construction that created additional work; and

WHEREAS, the additional work requires the City to enter into a First Amendment to the Contract with the Contractor increasing the contract amount by \$54,614.51 to an amount not to exceed \$517,173.61;

WHEREAS, the public interest will be served by this First Amendment; and

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. Section 3. of the Contract "Contract Price" is hereby amended to read as follows:

The CONTRACTOR shall faithfully perform all of the work hereunder for the Total Bid Price accepted by the City in the amount of (\$517,173.61), FIVE HUNDRED AND SEVENTEEN THOUSAND ONE HUNDRED AND SEVENTY THREE DOLLARS, payable by the City to the CONTRACTOR at the time and in the manner provided in the Contract Documents.

A. Item 1- Supplemental Work

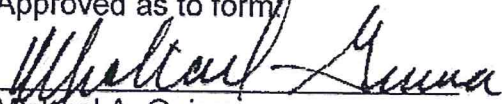
Included in the Bid Sheet is Bid Item 1 – Supplemental Work which is hereby increased to the amount of NINETY FOUR THOUSAND SIX HUNDRED AND FOURTEEN DOLLARS (\$94,614) to account for new and unforeseen work not specifically provided for on the plans or in the specifications. This dollar amount is an estimate only. Supplemental Work shall be performed only upon direct written authorization from the City. Daily work reports shall be required if the work is to be paid for on a force account basis. Agreed price may be used as an

FOR CITY USE ONLY			
Contract #:		CIP #:	
Reso. #:		EPW #:	

Supplemental Work will be based on the total amount of supplemental work actually performed.

3. All other provisions of the Contract shall remain in full force and effect and this First Amendment shall remain subject to said promises.

Approved as to form:


Michael A. Guina,
City Attorney

CITY OF EMERYVILLE

Dated: _____, 20__

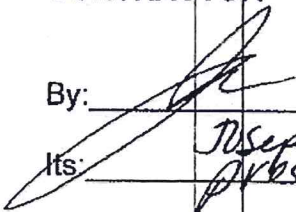
Carolyn Lehr,
City Manager

CONTRACTOR

Dated: 7-28-17, 2017

By: _____

Its: _____


Jospe. A. Gonzalez
President

Job # 2016-42

Billing Number: FINAL

Original Contract:	\$ 422,559.10
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Amount Subject to Retention:

TOTAL DUE THIS BILLING ESTIMATE: