

RESOLUTION NO. 19-28

Resolution Of The City Council Of The City of Emeryville Appropriating In Fiscal Year 2018/2019 Amounts Of \$44,000 From Measure B – VLF (Fund #238) And \$32,000 From Measure BB – Bicycle and Pedestrian (Fund #264); Re-Allocating In Fiscal Year 2018/2019 An Amount Of \$64,995 From CIP No. 15240017; Increasing Appropriations In Fiscal Year 2018/2019 By \$20,455 From 1999 Bond Funds (Fund #444); And Authorizing The City Manager To Enter Into A Contract With Ray's Electric In An Amount Not To Exceed \$719,500 For The Construction Of Traffic Signals At 40th Street – Harlan Street And Powell Street – Doyle Street, Project No. EPW 17-113, CIP No. 03444125 And 16475001

WHEREAS, The Capital Improvement Program adopted by the City Council in June 2016 includes funding for the Traffic Signal, 40th and Harlan Street CIP No.03444125 and CIP No, 16475001; and

WHEREAS, on December 5, 2019, the Emeryville City Council approved the project scope of work, for the construction of Traffic Signals at 40th Street – Harlan Street and Powell Street – Doyle Street, Project No. EPW 17-113, CIP No. 03444125 and 16475001, found the project to be exempt under California Environmental Quality Act Guideline 15301(c), and authorized Public Bidding of the project once the plans and specifications were approved by the City Engineer (Resolution 17-185); and

WHEREAS, the project was bid on January 3,2019, in compliance with California Public Contract Code section 20162; and

WHEREAS, on January 30, 2019, the following bids proposals for the project were received:

1. Rays Electric	\$719,500.00
2. Sturgeon Electric	\$772,000.00
3. W. Bradley Electric, INC.	\$819,786.00
4. Mike Brown Electric Co.	\$826,255.00
5. St. Francis Electric	\$852,000.00
6. Columbia Electric Inc.	\$868,089.00
7. Tennyson Electric Inc.	\$1,057,893.00; and

WHEREAS, the lowest responsible bid for the Project was submitted by Rays Electric of Oakland, CA for \$719,500.00, which includes a contingency of \$75,000.00; and

WHEREAS, there is \$152,000 in 1999 Bond Funds (Fund #444), and \$120,000 in Catellus Developer Contributions (Fund 215), and \$289,500 in Traffic Impact Fees (Fund #205) and \$6,550 in Developer Contributions (Fund #473) allocated in the Traffic Signals at 40th Street – Harlan Street and Powell Street – Doyle Street, (CIP No. 03444125) and (CIP No. 16475001); and

WHEREAS, it is proposed that the Council appropriates in Fiscal Year 2018/2019 amounts of \$44,000 from Measure B-VLF (Fund #238) and \$32,000 from Measure BB-Bicycle and Pedestrian (Fund #264) to fund the construction of the two phases of the 2018/2019 Traffic Signals at 40th Street – Harlan Street and Powell Street – Doyle Street, (CIP No. 03444125) and (CIP No. 16475001); and

WHEREAS, it is proposed that the Council re-allocates in Fiscal Year 2018/2019 an amount of \$64,995 from CIP No. 15240017 “Bicycle and Pedestrian Plan Implementation” (Fund #264) to fund the construction of the two phases of the 2018/2019 Traffic Signals at 40th Street – Harlan Street and Powell Street – Doyle Street, (CIP No. 03444125) and (CIP No. 16475001); and

WHEREAS, it is proposed that Council increases appropriations in Fiscal Year 2018/2019 by the amount of \$20,455 from 1999 Bond Funds (Fund #444) to the construction of the two phases of the 2018/2019 Traffic Signals at 40th Street – Harlan Street and Powell Street – Doyle Street, (CIP No. 03444125) and (CIP No. 16475001); now, therefore, be it

RESOLVED, that the City Manager is hereby authorized to enter into a contract with Rays Electric of Oakland, CA and authorize the City Manager to execute a contract with Rays Electric in an amount not to exceed \$719,500.00 for the Traffic Signals at 40th Street – Harlan Street and Powell Street – Doyle Street, (CIP No. 03444125) and (CIP No. 16475001); and, be it further

RESOLVED, that the City Council of the City of Emeryville hereby appropriates in Fiscal Year 2018/2019 amounts of \$44,000 Measure B-VLF (Fund #238) and \$32,000 from Measure BB- Bicycle and Pedestrian (Fund #264) to fund the construction of the two phases of the 2018/2019 Traffic Signals at 40th Street – Harlan Street and Powell Street – Doyle Street, (CIP No. 03444125) and (CIP No. 16475001); and, be it further

RESOLVED, that the City Council of the City of Emeryville hereby re-allocates in Fiscal Year 2018/2019 an amount of \$64,995 from CIP No. 15240017 “Bicycle and Pedestrian Plan Implementation” (Fund #264) to fund the construction of the two phases of the 2018/2019 Traffic Signals at 40th Street – Harlan Street and Powell Street – Doyle Street, (CIP No. 03444125) and (CIP No. 16475001); and, be it further


RESOLVED, City Council of the City of Emeryville hereby increases appropriations in Fiscal Year 2018/2019 by the amount \$20,455 from 1999 Bond funds (Fund #444) to fund the construction of the two phases of the 2018/2019 Traffic Signals at 40th Street – Harlan Street and Powell Street – Doyle Street, (CIP No. 03444125) and (CIP No. 16475001).

ADOPTED, by the City Council of the City of Emeryville at a regular meeting held Tuesday, March 19, 2019, by the following vote:

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


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

CONTRACT

This Contract is made and entered into this day of _____, 201__, by and between CITY OF EMERYVILLE, a municipal corporation ("**City**") and **Ray's Electric** ("**Contractor**").

WITNESSETH:

WHEREAS, by Resolution No. _____, the City Council of the City of Emeryville has authorized the Director of Public Works to solicit public bids for **TRAFFIC SIGNALS – 40TH ST/HARLAN ST & POWELL ST/DOYLE ST, Project No. EPW–17113** (the "**Project**"); and

WHEREAS, the City has conducted a public bidding procedure in compliance with all applicable laws; and

WHEREAS, Contractor submitted the lowest responsible bid; and

WHEREAS, the City has determined that the Contractor is qualified by training and experience to render such services; and

NOW, THEREFORE, the parties mutually agree as follows:

1. Contract Documents

The following documents, including their respective exhibits and addenda (collectively "**Contract Documents**"), are by this reference incorporated in and made a part of this Contract in the following order of precedence:

- a. Amendments to this Contract
- b. Contract
- c. Addenda to Invitation for Bid
- d. Supplemental Specifications
- e. Instructions to Bidders
- f. City of Emeryville Standard Specifications
- g. State of California Department of Transportation Standard Plans (2015)
- h. State of California Department of Transportation Standard Specifications (2015)
- i. Project Plans, Specifications, and Contract Drawings for **TRAFFIC SIGNALS – 40TH ST/HARLAN ST & POWELL ST/DOYLE ST, Project No. EPW–17113**
- j. Required bond documents
- k. Notice to Contractors
- l. Contractor's Bid and Proposal, as accepted by City

2. Scope of Work

In conformance with the Contract Documents, Contractor will furnish, all labor, materials, equipment, incidentals, transportation and disposal for services required in order to perform and complete the Project.

3. Price

The total amount to be paid under this Contract for all of the work set forth in Section 2 above is not to exceed **Seven Hundred Nineteen Thousand and Five Hundred Dollars (\$719,500)**, ("**Total Contract Price**"). This price includes all costs for labor, materials, tools, equipment, services, warranty, taxes, insurance, overhead, profit and all other costs necessary to perform the work in accordance with this Contract.

4. Time for Completion

After the Contract has been executed by City, Contractor shall begin work within **seven (7) calendar days** after the effective date of the Notice to Proceed issued by City and shall diligently prosecute the work to completion within **forty (40) working days** from the effective date of the Notice to Proceed.

5. Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and City's members, officers, agents, employees and volunteers, from and against any and all claims, losses, liabilities of every kind, nature and description, damages, injury (including without limitation injury to or death of an employee of Contractor or subcontractors as well as any claim by any employee, agent, Contractor or independent contractor hired or employed by Contractor that such persons or individuals are entitled to any benefit otherwise provided to employees of the City, including coverage under the California Public Employee Retirement System), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses, and fees of expert contractors or expert witnesses incurred in connection therewith and the costs of investigation, arising out of, pertaining to, or relating to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone that they control. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor. This obligation to indemnify and defend the City, its members, officers, agents, employees and volunteers shall survive termination of this Contract. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons

6. Insurance

6.1 General Liability

Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than **two million dollars (\$2,000,000) per occurrence** for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the **general aggregate limit shall be twice the required occurrence limit**. Contractor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. An endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37, is also required.

6.2 Auto Liability

Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than **two million dollars (\$2,000,000) per accident**.

6.3 Workers' Compensation

Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least **one million dollars (\$1,000,000)**. Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

7. No Waiver

Failure of City to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies or to properly notify Contractor in the event of breach, or the acceptance of or payment for any good hereunder, shall not release Contractor of any of the warranties or obligations of this Contract and shall not be deemed a waiver of any right of City to insist upon strict performance hereof.

8. Notices

Any notice required to be given by this Contract will be in writing and deemed effective upon personal delivery, or 1 business day after being sent via registered or certified mail return receipt requested or by overnight commercial courier providing next business day delivery and addressed to the following respective parties:

City

City of Emeryville
Attn: Ryan O'Connell
1333 Park Ave
Emeryville, CA 94608

Contractor

Ray's Electric
411 Pendleton Way STE B
OAKLAND, CA 94606

9. Entire Contract

This Contract contains the entire agreement of the parties with respect to the subject matter of this Contract. Any modifications to this Contract shall be in writing.

10. Authority to Contract

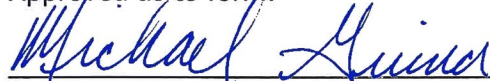
Contractor covenants and declares that it has obtained all necessary approvals to bind Contractor to this Contract and that the representative signing the Contract is authorized to do so.

IN WITNESS HEREOF, City and Contractor have caused this Contract to be executed as of the date first above written.

CITY OF EMERYVILLE

Christine Daniel, City Manager

Approved as to form:



City Attorney

Contractor
Firm Name: **Gruendl Inc DBA Ray's Electric**

Address: **411 Pendleton Way, Suite B**
Oakland CA. 94621

Telephone: **510-577-7700**

Fax No: **510-577-7706**

Email Address: **greg@rayselectric.net**

SIGN HERE >>>

by: _____

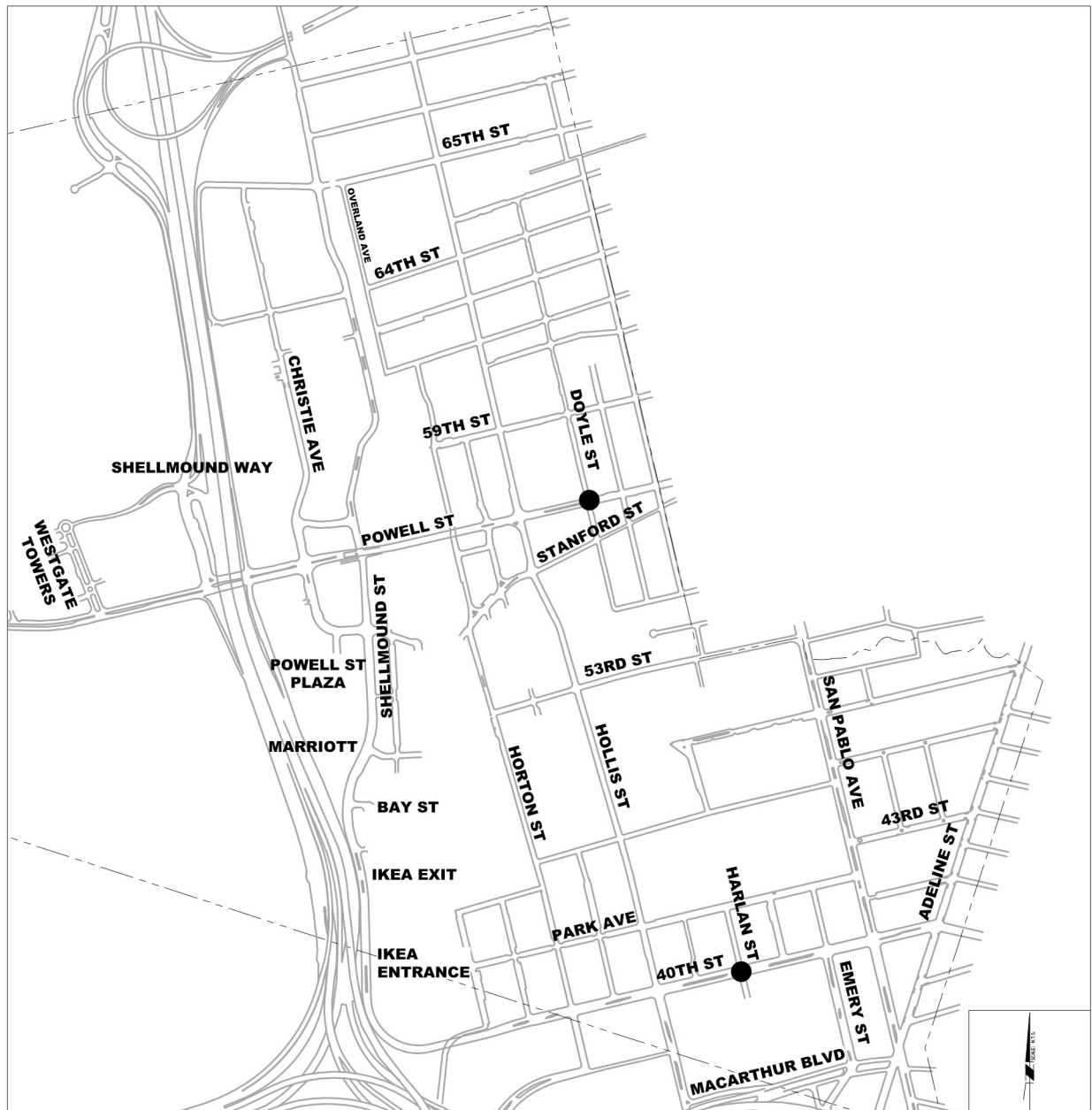
its: **President**



City of Emeryville
CALIFORNIA

EXHIBIT B

TRAFFIC SIGNALS AT 40TH STREET - HARLAN STREET AND POWELL STREET - DOYLE STREET



LOCATION MAP LEGEND

----- CITY LIMITS ● PROJECT TRAFFIC SIGNAL