

CONTRACT

This Contract is made and entered into this day of April 26, 2019, by and between CITY OF EMERYVILLE, a municipal corporation ("**City**") and **Ray's Electric** ("**Contractor**").

WITNESSETH:

WHEREAS, by Resolution No. 19-28, 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

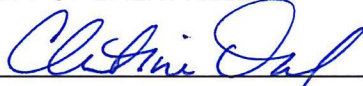
This Contract contains the entire agreement of the parties with respect to the subject matter of this Contract. Any modifications to this Contract shall be in writing.

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:


Asst. 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**

SECTION 1

BIDDER'S CHECKLIST

All items on the Bidder's Checklist should be checked next to each item and must be initialed and dated at the bottom for the Proposal to be considered complete. The City of Emeryville reserves the right to award a Contract in a manner and on the basis which will best serve the City.

The Bidders' attention is specifically called to the following forms which must be executed in full as required:

1. (a) Bid Sheets ☒

The Base Bid Price, Add Alternate Price and Total Bid Price must be shown in the space on the Bid Proposal form provided.

(b) Bid Proposal Form ☒

A Bid Proposal form must be filled in, signed and submitted for the Bid Documents to be considered complete.

2. Bidder's Bond (Accompanying Bid) ☒

If not otherwise providing cash, cashier's check or certified check with its Bid Proposal as its bid guaranty, a Bidder's Bond form must be filled out, signed, and submitted with the Bid Proposal for the Bid Documents to be considered complete. The surety's power of attorney must be attached. Original signatures are required.

3. Non-Collusion Declaration ☒

A Non-Collusion Declaration form must be filled out, signed, and submitted with the Bid Proposal for the Bid Documents to be considered complete.

4. Subcontractors List ☒

A Subcontractors List form must be filled out and submitted with the Bid Proposal for the Bid Documents to be considered complete.

✓ 5. Workers Compensation Certificate ☒

The Bidder acknowledges that he/she must sign and attach any applicable Workers Compensation Certificate to the Bid Proposal.

✓ 6. Waste Management Plan ☒


Applicant is notified of need to prepare a Waste Management Plan as a project submittal. On-line system is available at www.emeryville.wastetracking.com/#
Check here signifies awareness of and intent to prepare, if awarded a contract.

7. Bond Requirements ☒

The Bidder understands that a performance bond issued by an approved surety equaling one hundred percent (100%) of the Total Contract Price amount will be required. A payment bond equaling one hundred percent (100%) of the Total Contract Price amount will also be required.

8. Addenda ☒

The Bidder acknowledges that he/she must sign and attach any applicable addenda to the Bid Proposal for the Bid Documents to be considered complete.

Initial:  Date: 1/28/19

SECTION 3

PROPOSAL

To the Honorable City Council of the City of Emeryville, Alameda County, California.

**Traffic Signals – 40th St/Harlan St & Powell St/Doyle St
PROJECT NO. EPW-17113**

Name of Bidder Gruendl INC. DBA Ray's Electric

Street Address 411 Pendleton Way Suite B

City, State, Zip Code Oakland CA, 94621

Telephone No. (510) 577-7700

Email Address greg@rayselectric.net

FOR USE WITH THE FOLLOWING:

1. The State of California Department of Transportation Standard Specifications, 2015, and the State of California Department of Transportation Standard Plans, 2015.

The Contract Drawings are generally titled **Traffic Signals – 40th St/Harlan St & Powell St/Doyle St**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The Bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Item Total" column, then the amount set forth in the "Item Total" column for the item shall prevail in accordance with the following:

PROPOSAL (CONT.)

Project No. EPW-17113

- (1) As to lump sum items, the amount set forth in the "Item Total" column shall be the item price.
- (2) As the unit basis items, the amount set forth in the "Item Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

If this proposal shall be accepted and the undersigned shall fail to enter into the Contract and furnish the two (2) bonds in the sums to be determined as aforesaid with surety satisfactory to the Department of Public Works and provide the appropriate insurance certificates within ten (10) calendar days after the Bidder has received notice from the City Engineer that the Contract has been awarded, the City may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Emeryville. If the deadline to perform any act shall fall on a Saturday, Sunday or legal holiday of the City, then the deadline to perform said act shall fall on the next regular business day.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firms, or corporation and in submitting this proposal, the undersigned Bidder agrees that he has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the plans and specifications therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the City of Emeryville in the form of a copy of the Contract annexed hereto to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the City Engineer as therein set forth, and that he will take in full payment therefore the following item prices to wit:

**RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621**

BID PROPOSAL SHEET

Project No. EPW - 17113

TRAFFIC SIGNALS -- 40TH ST/HARLAN ST & POWELL ST/DOYLE ST
EMERYVILLE, CALIFORNIAContractor: **Ray's Electric**Date: **1/30/2019**

Plan Nos.: EPW-17113, TS-127, and TS-128

Amount rounded to Nearest: \$.01

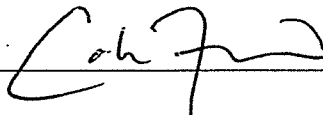
No.	CONTRACT BID ITEMS	Quantity	Unit	Unit Price	Total
INCIDENTAL ITEMS					
	Note: All items subject to any special notes or footnotes appearing on this Engineer's estimate included with the bid documents.	.....	.....	N/A	N/A
	Note: The Contract lump sum or unit price for each Contract Bid Item shall include full compensation for all labor, materials, tools, taxes, profit, overhead, incidentals and appurtenant work necessary for performing and completing the work of the Contract Bid Item as required by the Project Plans, Specifications, Special Provisions and other Contract Documents. Such compensation shall also include or take into consideration any additional provisions or conditions specifically stated immediately following the Contract Bid Item.	.....	.....	N/A	N/A
	Note: In the absence of a specific bid item or specific payment provisions for any portion of the work required by the Contract Documents, the bidder shall include the bidder's compensation for that portion of the Contract work in the Contract unit price(s) and/or lump sum price(s) of the bid item(s) that require such work, or are closely related to such work. Therefore, no separate or additional payment will be made to the Contractor for any such work on the premise that such work lacks specific bid item(s) or specific payment provisions.	.....	.....	N/A	N/A
1	Supplemental Work	1	LS	\$75,000.00	\$75,000.00
2	Mobilization	1	LS	\$30,000.00	\$30,000.00
3	Traffic Control System	1	LS	\$30,000.00	\$30,000.00
	Sub-Total: Incidental Items				\$135,000.00
	Traffic Improvements				
4	Traffic Signal Modifications - 40th and Harlan	1	LS	\$288,000.00	\$288,000.00
5	Traffic Signal Modifications - Powell and Doyle	1	LS	\$272,000.00	\$272,000.00
6	Signing and Striping	1	LS	\$7,000.00	\$7,000.00
7	Curb Ramp Improvements	5	EA	\$3,500.00	\$17,500.00
	TOTAL FOR ALL CONTRACT BID ITEMS				\$719,500.00

Gruendl INC. DBA Ray's Electric

Bidder

Carlos Franco - Secretary

Authorized Signature / Title

**RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621**

PROPOSAL (CONT.) Project No. EPW-17113

Accompanying this proposal is Bidders Bond

(Notice: insert the words CASH (\$), CASHIER'S CHECK, CERTIFIED CHECK, OR BIDDERS BOND)

in an amount equal to at least ten percent of the total of the Total Bid Price.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

Gruendl INC. DBA Ray's Electric

Greg Gruendl- President / Treasurer, Carlos Franco- Secretary

Stuart Gruendl - Director

Licensed in accordance with an act providing for the registration of Contractors:

Contractor: License No. 682725

Licensee Name General Engineering & Electrical

License Qualifier Gruendl INC. DBA Ray's Electric

Date Issued 12/23/1993

Other License Classifications Hazardous Substances Removal: License No. N/A

Electrical

Licensee Name (May be Subcontractor) NONE

License Qualifier NONE

Date Issued N/A

DIR Registration Number 1000005610

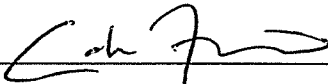
**RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621**

PROPOSAL (CONT.) Project No. EPW-17113

ADDENDA This Proposal is submitted with respect to the changes to the contract included in addenda numbers 1 + 2 (Fill in any addenda numbers if addenda have been received.)

By my signature on this proposal, I certify, under penalty of perjury, under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Section 10162, 10232 and 10285.1 are true and correct and that the Bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal, I further certify, under penalty of perjury, under the laws of the State of California, that the Non-Collusion Affidavit required by Public Contract Code Section 7106 is true and correct.

SIGN HERE>>>

by: 

its: Secretary

Date: 1/30/2019

END OF PROPOSAL

**RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621**

SECTION 4

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Gruendl, Inc. dba Ray's Electric, as Principal, and Endurance Assurance Corporation as Surety, are held and firmly bound unto the City of Emeryville, a municipal corporation located in Alameda County, State of California (hereinafter "City"), in the sum of (\$) Ten Percent (10%) of the Total Amount Bid, being at least ten percent (10%) of the total amount of the Grand Total Bid Price, for the payment of which sum in lawful money of the United States of America to the City of Emeryville we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted said bid to the City for the **Traffic Signals – 40th St/Harlan St & Powell St/Doyle St** ("Project");

NOW, THEREFORE, the condition of the above obligation is such that if a Contract is awarded by the City within the time and in the manner required by the specifications for the Project, and a written Contract is entered into with the City and the requisite bond or bonds and insurance certificates are furnished, then this obligation shall become null and void, otherwise to remain in full force and effect for ninety (90) days following the public opening of bids for this solicitation.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorneys fee to be fixed by the Court.

Dated January 14, 2019.

TO BE CONSIDERED COMPLETE,
BOTH THE PRINCIPAL AND
SURETY MUST SIGN THIS
BIDDER'S BOND. IN ADDITION,
THE SURETY'S SIGNATURE MUST
BE NOTARIZED AND
THE SURETY'S POWER OF ATTORNEY
MUST BE ATTACHED. ORIGINAL
SIGNATURES ARE REQUIRED

Gruendl, Inc. dba Ray's Electric

Principal

By: 

Endurance Assurance Corporation

Surety

By: 

Virginia L. Black, Attorney-in-Fact

1221 Avenue of the Americas, New York, NY 10020

Address of Surety

CERTIFICATE OF ACKNOWLEDGMENT

Please see attached loose CA Acknowledgment

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } ss

On _____, 20 before me, _____,
Notary Public, personally
 appeared

_____, 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: _____

(Seal Above)

END OF BIDDERS BOND

**RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

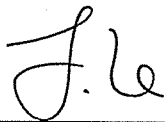
State of California
County of San Francisco)

On January 14, 2019 before me, T. Le, Notary Public
(insert name and title of the officer)

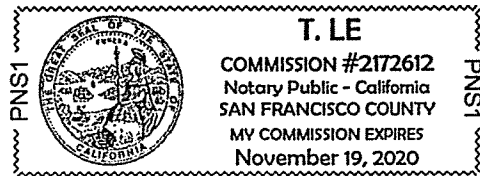
personally appeared Virginia L. Black,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 

(Seal)



RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621

ENDURANCE ASSURANCE CORPORATION

134

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint SUSAN M. EXLINE, M. MOODY, BETTY L. TOLENTINO, K. ZEROUNIAN, KEVIN RE, JANET C. ROJO, VIRGINIA L. BLACK, FRANCIS E. COOK its true and lawful Attorney(s)-in-fact, at SAN FRANCISCO in the State of CA and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000).

Such bonds and undertakings (or said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 19th day of June, 2017 at Purchase, New York.

(Corporate Seal)
ATTEST

MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

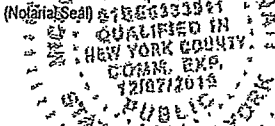
By

SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK
COUNTY OF WESTCHESTER

ss: Purchase

On the 19th day of June, 2017 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument, that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that (s)he signed his (her) name thereto by like order.



Nicholas James Benenati

Nicholas James Benenati, Notary Public - My Commission Expires 12/07/2019

CERTIFICATE

STATE OF NEW YORK
COUNTY OF WESTCHESTER

ss: Purchase

I, CHRISTOPHER DONELAN the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation.

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 14th day of January, 20 19.

(Corporate Seal)

January

Christopher Donelan

CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.

Primary Surety Claims Submission: suretybondclaims@sonpo-ill.com

Surety Claims Hotline: 877-676-7575

Mailing Address: Surety Claims Department, 750 Third Avenue - 10th Floor, New York, NY 10017

RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621

SECTION 5

NON-COLLUSION DECLARATION

The undersigned declares:

I am the Chief Estimator of Ray's Electric, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on 1/30/2019

Gruendl INC. DBA Ray's Electric

Legal Company Name

By: Manny Hernandez

Title: Chief Estimator

Date: 1/30/2019

**RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621**

SECTION 6

SUBCONTRACTORS LIST

In accordance with Section 2-1.10 "Subcontractors List" of the Standard Specifications for this Contract, the following list of Subcontractors is submitted with the Proposal and made a part thereof.

1. Name of Subcontractor/Supplier Striping Graphics
License No. 576756
Dept. of Industrial Relations Registration No. 1000006495
Address 501 Aaron Street, Cotati, CA 94931
Work to be Performed Striping & Signing
Bid Sheet Item No. 6
Percentage of Item No. to be Performed 0.63%
Dollar Value of Work \$4500.00

2. Name of Subcontractor/Supplier Jam Services, Inc.
License No. N/A (Supplier)
Dept. of Industrial Relations Registration No. NA
Address 958 E. Airway Blvd, Livermore, CA 94551
Work to be Performed Supply of Traffic Signals Devices & Equipment
Bid Sheet Item No. 4 & 5
Percentage of Item No. to be Performed 39.47%
Dollar Value of Work \$283,365.00

3. Name of Subcontractor/Supplier Central Concrete
License No. N/A (Supplier)
Dept. of Industrial Relations Registration No. 1000040306
Address 755 Stockton Ave, San Jose, CA 95126
Work to be Performed Concrete Supplier for Ramps and Foundations
Bid Sheet Item No. 4,5,& 7
Percentage of Item No. to be Performed 1,27%
Dollar Value of Work \$ 9,150.00

4. Name of Subcontractor/Supplier Tesco Controls, Inc.

License No. N/A (Supplier)
Dept. of Industrial Relations Registration No. N/A
Address 8440 Florin Rd., Sacramento, CA 95828
Work to be Performed Supplier of Traffic Control Materials
Bid Sheet Item No. 4 & 5
Percentage of Item No. to be Performed .87%
Dollar Value of Work \$6,230.00

5. Name of Subcontractor/Supplier _____
License No. _____
Dept. of Industrial Relations Registration No. _____
Address _____
Work to be Performed _____
Bid Sheet Item No. _____
Percentage of Item No. to be Performed _____
Dollar Value of Work _____

6. Name of Subcontractor/Supplier _____
License No. _____
Dept. of Industrial Relations Registration No. _____
Address _____
Work to be Performed _____
Dollar Value of Work _____

7. Name of Subcontractor/Supplier _____
License No. _____
Dept. of Industrial Relations Registration No. _____
Address _____
Work to be Performed _____
Bid Sheet Item No. _____
Percentage of Item No. to be Performed _____
Dollar Value of Work _____

8. Name of Subcontractor/Supplier _____
License No. _____
Dept. of Industrial Relations Registration No. _____
Address _____
Work to be Performed _____
Bid Sheet Item No. _____
Percentage of Item No. to be Performed _____
Dollar Value of Work _____
9. Name of Subcontractor/Supplier _____
License No. _____
Dept. of Industrial Relations Registration No. _____
Address _____
Work to be Performed _____
Bid Sheet Item No. _____
Percentage of Item No. to be Performed _____
Dollar Value of Work _____
10. Name of Subcontractor/Supplier _____
License No. _____
Dept. of Industrial Relations Registration No. _____
Address _____
Work to be Performed _____
Bid Sheet Item No. _____
Percentage of Item No. to be Performed _____
Dollar Value of Work _____

SECTION 7

WORKERS' COMPENSATION CERTIFICATE

To be executed by Bidder and submitted with bid

By signing below, Bidder is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and if awarded a Contract, Bidder will comply with such provisions before commencing the performance of the work of this Contract.

Firm Name Ray's Electric

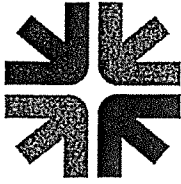
Signature of Authorized Official 

Printed Name of Authorized Official Carlos Franco

Title of Authorized Official Secretary

Date 1/30/2019

**RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621**



City of Emeryville

INCORPORATED 1896

1333 Park Avenue. Emeryville, CA 94608-3517
t (510) 596-4300 | f (510) 596-4389

TRAFFIC SIGNALS – 40TH ST/HARLAN ST & POWELL ST/DOYLE ST PROJECT NO. EPW - 17113

ADDENDUM NO. 1 January 24, 2019

To All Planholders:

Notice is hereby given that the following changes to the bid documents have been made for the above referenced project:

Notice Inviting Bids

Original signed version of Notice Inviting Bids is attached to this Addendum.

Part A – Proposal Bid Sheet (Page A-6)

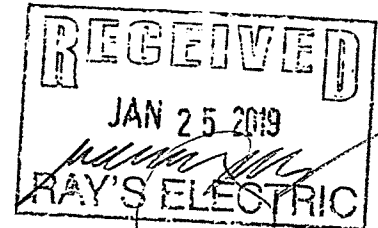
The Bid Sheet has been revised and is attached to this addendum.

The quantities have been modified for the following Bid Items:

- 1) Bid Item #7. Curb Ramp Improvements.
 - a. Change quantity from 1 EA TO 5 EA

Part C – Special Provisions

1. The following language shall be replaced in Part C – Section 1-8.0 “TIME OF COMPLETION”
 - o Replace second sentence in first paragraph with:
 - “The signal pole equipment shall be delivered to the project site no later than **22 weeks** after execution of the Contract Agreement.”
2. The following language shall be replaced in Part C – Section 10-5.2.1 “Solid State Traffic Actuated Controllers”
 - o Replace second sentence in third paragraph with:
 - “The controller assembly shall be a 2070 McCain controller with a 1C High-Resolution card and McCain/GDI ethernet modem card.”



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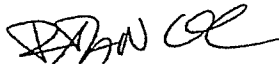
Questions and Answers

Questions and Answers provided during the timeline specified in the Notice Inviting Bids have been included and attached to this addendum.

The Bid opening date remains January 30th, 2019 at 10:00 a.m.

Signature of this Addendum Sheet and inclusion of it with the Proposal is required at the time of bid opening.

Date: January 24, 2019

by: 
Ryan O'Connell
Senior Civil Engineer

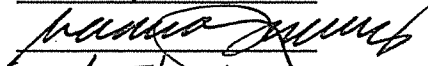
Company Name:

RAY'S ELECTRIC

Authorized Name:

MANNY HERNANDEZ

Authorized Signature:



Date:

1/25/2019

RAY'S ELECTRIC
411 PENDLETON WAY
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OAKLAND, CA 94621

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN THAT sealed bids will be received by the City of Emeryville, Alameda County, California, (hereinafter "City") at the Office of the Director of Public Works, 1333 Park Avenue, Emeryville, CA 94608, **until 10 AM, January 30th, 2019** at which time bids will be publicly opened for the following project:

Traffic Signals – 40th St/Harlan St & Powell St/Doyle St PROJECT NO. EPW-17113

Traffic signal installation at the Powell Street and Doyle Street intersection and at the 40th Street and Harlan Street intersection, including, but not limited to, signal heads, cameras; poles, conductors and controls, curb ramp construction and miscellaneous pavement markings. The work, to be completed within **40 working days**, is more fully described in the Contract Documents, as defined in the Contract provided in Section 8, Part A, Bid Documents. The engineer's estimate for this project is \$614,000. Refer to Sample Contract (Part A) for Liquidated Damages Amounts.

Bidders and their proposed subcontractors shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents. Bidders bidding as the prime Contractor shall possess a valid California State Contractor's License, **Classification A – General Engineering or C10 – Electrical** at the time of contract award and throughout the Contract term. The Contractor will also be required to ensure that all subcontractors working on the project are holding valid licenses suitable for their trade.

Bids shall be submitted on the forms included in Part A, Bid Documents, plainly endorsed with Bidder's name together with signed acknowledgment of any and all addenda. Bidder's attention is directed to the Section 2, Part B, Bidding. Bid Documents shall be securely sealed in a suitable envelope marked with the name and address of the Bidder, and marked in capital letters on the front of the envelope, as follows:

Traffic Signals – 40th St/Harlan St & Powell St/Doyle St PROJECT NO. EPW-17113

Whether mailed or personally delivered, all bids shall be securely sealed in a suitable envelope and addressed to the City Engineer, City of Emeryville, Alameda County, California, 1333 Park Avenue, Emeryville, CA 94608. No late bids will be accepted and will be returned unopened.

Each bid must be accompanied by a Bid Guaranty in the form of Cash, Bidder's Bond, Certified Check or Cashier's Check in an amount equal to at least ten percent (10%) of the Total Bid Price. The Bid Guaranty will be retained and applied to any and all damages sustained by the City in the event that the successful Bidder fails or refuses to enter into the Contract awarded to it or furnish all required bonds and certificates of insurance.

Plans, Specifications, Bid Documents, Supplemental Specifications and any Addendum may be obtained free of charge from the City of Emeryville website at <http://emeryville.org/904/RFPs-Bids> or at www.ciplist.com.

The Contract awarded pursuant to this advertisement is subject to the State contract nondiscrimination and compliance requirements pursuant to California Government Code §12990.

The City of Emeryville hereby notifies all Bidders that it will affirmatively ensure that in any Contract awarded pursuant to this advertisement, disadvantaged business enterprises (DBEs) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. DBEs are strongly encouraged to submit bids as both prime Contractors and subcontractors.

This is a Public Works Contract. In accordance with section 1720 et seq. of the Labor Code, the general prevailing wage rates as established by the Director of the California Department of Industrial Relations will apply. The prevailing wage rates established by the State Director of Industrial Relations can be viewed at the City's offices, are available on the State of California's website at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>, or can be obtained by mail addressed to:

**RAY'S ELECTRIC
411 PENDLETON WAY
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OAKLAND, CA 94621**

Prevailing Wage Unit, Division of Labor Statistics and Research, Department of Industrial Relations, P.O. Box 603, San Francisco, CA 94101.

No Contractor or subcontractor may be listed on a bid proposal or awarded a contract for a public works project unless registered with Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 at the time of bid. Each Bidder and subcontractor must submit proof of contractor registration with DIR (e.g. a hard copy of the relevant page of the DIR's database found at: <https://efiling.dir.ca.gov/PWCR/Search>). This Contract is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit certain securities in lieu of the City retaining a portion of progress payments during the Project. Pursuant to California Civil Code Section 9950, the successful Bidder at the time the contract is awarded shall furnish a payment bond if civil work exceeds twenty-five thousand dollars (\$25,000) in the amount of 100% of the Total Contract Price. The successful Bidder shall also provide a performance bond in the amount of 100% of the Total Contract Price.

Attention is directed to the Contract Documents for complete details and bid requirements. Said Contract Documents shall be considered as a part of any Contract awarded pursuant to this Notice Inviting Bids.

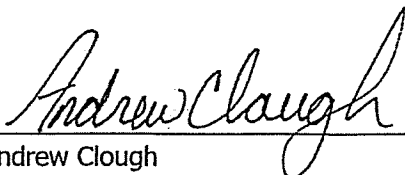
All bids are to be compared on the basis of the City Engineer's estimate of the quantities of work to be done. The City of Emeryville reserves the right to reject any or all bids, and further reserves the right to waive formal irregularities as to any bid substantially in conformity with the specifications herein referred to. The City of Piedmont reserves the right to reject any and all bids or to waive any defects or irregularity in bidding in accordance with applicable law. In accordance with California Public Contract Code Section 20103.8, if the City elects to award a contract for performance of the project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price. All bids will remain valid for 90 days after the bid opening. Except as permitted by law and subject to all applicable remedies, including forfeiture of bidder's security, bidders may not withdraw their bid during the 90-day period after the bid opening.

The firm of Kimley Horn has provided engineering services to the City for this project. Therefore, this firms, and any of their affiliates, partners, officers, employees, parent companies or subsidiaries are prohibited from being awarded the Contract for the project, subcontracting for a portion of the work under the Contract for the project, or supplying materials for the work under the Contract for the project. Accordingly, these persons and entities are ineligible to bid on the project and no Contract shall be awarded to such persons or entities identified as the Contractor, subcontractor or supplier on a submitted bid proposal for this Project.

All questions prior to award of the Contract shall be directed to the Project Manager Ryan O'Connell roconnell@emeryville.org. The deadline for submissions of initial questions and clarifications concerning the Contract Documents is **January 23rd, 2019, 5:00pm**. Only signed Addenda issued by the City Engineer or Project Engineer are binding.

The City of Emeryville hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. **DBEs are strongly encouraged to submit bids as both primes and subs.**

By order of the City Council of the City of Emeryville, Alameda County, California, December 5, 2017.



Andrew Clough
Director of Public Works, City of Emeryville

Date: 12/20/18

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411 PENDLETON WAY
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OAKLAND, CA 94621

BID PROPOSAL SHEET

Project No. EPW - 17113

TRAFFIC SIGNALS -- 40TH ST/HARLAN ST & POWELL ST/DOYLE ST

EMERYVILLE, CALIFORNIA

Contractor: _____

Date: _____

Plan Nos.: EPW-17113, TS-127, and TS-128

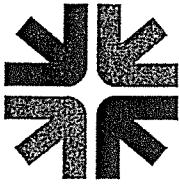
Amount rounded to Nearest: \$.01

No.	CONTRACT BID ITEMS	Quantity	Unit	Unit Price	Total
INCIDENTAL ITEMS					
	Note: All items subject to any special notes or footnotes appearing on this Engineer's estimate included with the bid documents.	.....	.....	N/A	N/A
	Note: The Contract lump sum or unit price for each Contract Bid Item shall include full compensation for all labor, materials, tools, taxes, profit, overhead, incidentals and appurtenant work necessary for performing and completing the work of the Contract Bid Item as required by the Project Plans, Specifications, Special Provisions and other Contract Documents. Such compensation shall also include or take into consideration any additional provisions or conditions specifically stated immediately following the Contract Bid Item.	.....	.....	N/A	N/A
	Note: In the absence of a specific bid item or specific payment provisions for any portion of the work required by the Contract Documents, the bidder shall include the bidder's compensation for that portion of the Contract work in the Contract unit price(s) and/or lump sum price(s) of the bid item(s) that require such work, or are closely related to such work. Therefore, no separate or additional payment will be made to the Contractor for any such work on the premise that such work lacks specific bid item(s) or specific payment provisions.	.....	.....	N/A	N/A
1	Supplemental Work	1	LS	\$75,000.00	\$75,000.00
2	Mobilization	1	LS		
3	Traffic Control System	1	LS		
	Sub-Total: Incidental Items				
	Traffic Improvements				
4	Traffic Signal Modifications - 40th and Harlan	1	LS		
5	Traffic Signal Modifications - Powell and Doyle	1	LS		
6	Signing and Striping	1	LS		
7	Curb Ramp Improvements	5	EA		
	TOTAL FOR ALL CONTRACT BID ITEMS				

Bidder

Authorized Signature / Title

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OAKLAND, CA 94621



City of Emeryville

INCORPORATED 1896

1333 Park Avenue. Emeryville, CA 94608-3517

t (510) 596-4300 | f (510) 596-4389

Questions and Answers

TRAFFIC SIGNALS – 40TH ST/HARLAN ST & POWELL ST/DOYLE ST PROJECT NO. EPW - 17113 January 24, 2019

1. What make & model of Traffic Controller are acceptable for this project (see attached Spec)?
 - a. The City has modified Part C in Addendum No. 1. The City requires a 2070 McCain controller with a 1C High-Resolution card and McCain/GDI ethernet modem card. This setup works with City's current Central System, QuicNet.
2. Is there any DBE goal requirement percentage for this project?
 - a. While DBE's are strongly encouraged to bid for this project per City of Emeryville's policies, there is no DBE goal requirement for this project.
3. In Bid No. 7 the unit measure shown in the Bid schedule is EACH, but the correct number of Curb ramps is Five (5). Is this should be Lump Sum?
 - a. The correct number of curb ramps is (5) Five and the quantity is modified in Addendum No. 1.
4. In the engineer estimates of \$ 614,000,00, Is the supplementary budget included in the engineer estimates?
 - a. The Engineer's Estimate of Bid Items 2 – 7 is \$539,000. The "Supplemental Work" bid item no. 1 brings the total estimate to \$614,000.
5. Can you please confirm that the City is aware of current Traffic Signal Pole lead times? Current lead times are 22-26 weeks from submittal approval. With only 40 working days, please confirm the project will be able to go into suspension so as to allow the poles to arrive prior to starting work/counting days.
 - a. That is correct. The working days will be in suspension until poles are able to arrive. Language in Part C - Time of Completion has been modified in Addendum No. 1 to increase the expected lead time to 22 weeks.
6. I couldn't find part D supplemental documents from the table of contents. Is the construction plans considered part d?
 - a. Part D is reserved for any supplemental documents that are attached to the project. At this time, there are none.

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TRAFFIC SIGNALS – 40TH ST/HARLAN ST & POWELL ST/DOYLE ST PROJECT NO. EPW - 17113

ADDENDUM NO. 2

January 25, 2019

To All Planholders:

Notice is hereby given that the following changes to the bid documents have been made for the above referenced project:

Part A – Sample Contract (Page A-17 through A-25)

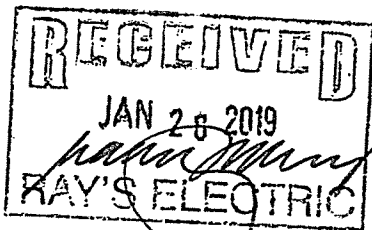
The Sample Contract has been revised and is attached to this addendum (4 pages). This will replace the Sample Contract previously provided.

Part B – General Provisions

1. The following language shall be replaced in Part B – Section 3-1.05 “CONTRACT BONDS” (Page B-10)

- o Replace second paragraph with the following text:

- “Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the City the bonds required above on the forms supplied by the City. Failure to do so may, in the sole discretion of City, result in the forfeiture of Contractor’s bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. Any bond signed by an agent must be accompanied by a certified copy of such agent’s authority to act. If the surety on any bond provided by Contractor is declared bankrupt or becomes insolvent or it’s right to do business is terminated in any state where any part of the work is located, Contractor shall, within seven (7) days thereafter, substitute another bond and surety in accordance with the requirements set forth herein. Any alteration or alterations made in the Plans and Specifications which are a part of this Contract or in any provision of this Contract shall not operate to release any surety from liability on any required bond and the consent to make such alterations is hereby given. Any surety on such bonds hereby waives the provisions of Section 2819 of the Civil Code. Bonds must remain in full force during the guaranty period. The required payment and performance bond forms are included in the Bid Documents.”



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OAKLAND, CA 94621

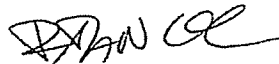
2. The following language shall be replaced in Part B – Section 7-1.06 "INSURANCE" (Page B-40)
 - **Replace entire section with the following text:**
 - "SECTION 7-1.06B CASUALTY INSURANCE
SECTION 7-1.06G DEDUCTIBLES
SECTION 7-1.06I SELF INSURANCE PROGRAM
Delete Sections 7-1.06B Casualty Insurance, 7-1.06G Deductibles and 7-1.06I Self Insurance Program."
3. The following language shall be replaced in Part B – Section 7-1.12 "Indemnification and Insurance" (Page B-40)
 - **Replace entire section with the following text:**
 - "The Contractor's obligations regarding indemnification of the City and the requirements for insurance shall conform to the provisions set forth in the Contract."
4. The following language shall be replaced in Part B – Section 7-1.13 "Acceptance of Contract" (Page B-40)
 - **Replace entire section with the following text:**
 - "When the Engineer has made the final inspection as provided in Section 5-1.46, "Final Inspection and Contract Acceptance," and determines that the Contract work has been completed in all respects in accordance with the Contract Documents, the Engineer will recommend that the City Council formally accept the Work as complete. Upon acceptance of the Contract as complete by the City Council, the said Council shall cause a Notice of Completion to be filed and recorded in the records of the Alameda County Recorder's Office."

The Bid opening date remains January 30th, 2019 at 10:00 a.m.

Signature of this Addendum Sheet and inclusion of it with the Proposal is required at the time of bid opening.

Date: January 25, 2019

by:



Ryan O'Connell
Senior Civil Engineer

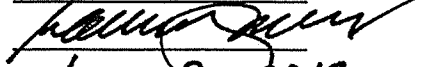
Company Name:

RAY'S ELECTRIC

Authorized Name:

MANNY HERNANDEZ

Authorized Signature:



Date:

Jan. 25, 2019

RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621

SAMPLE CONTRACT

This Contract is made and entered into this day of _____, 201__, by and between CITY OF EMERYVILLE, a municipal corporation ("**City**") and _____ ("**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 **PROJECT TITLE**, Project No. _____, CIP No. _____ (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 **PROJECT TITLE**, Project No. _____, CIP No. _____
- j. Required bond documents
- k. Notice to Contractors
- l. Contractor's Bid and Proposal, as accepted by City

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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 \$ _____ (_____ **DOLLARS**) ("**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 _____ () **calendar days** after the effective date of the Notice to Proceed issued by City and shall diligently prosecute the work to completion within _____ () **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

RAY'S ELECTRIC
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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:

RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621

City

City of Emeryville

Attn: _____

1333 Park Ave

Emeryville, CA 94608

Contractor**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: _____

Address: _____

Telephone: _____

Fax No: _____

Email Address: _____

SIGN HERE >>>

by: _____

its: _____

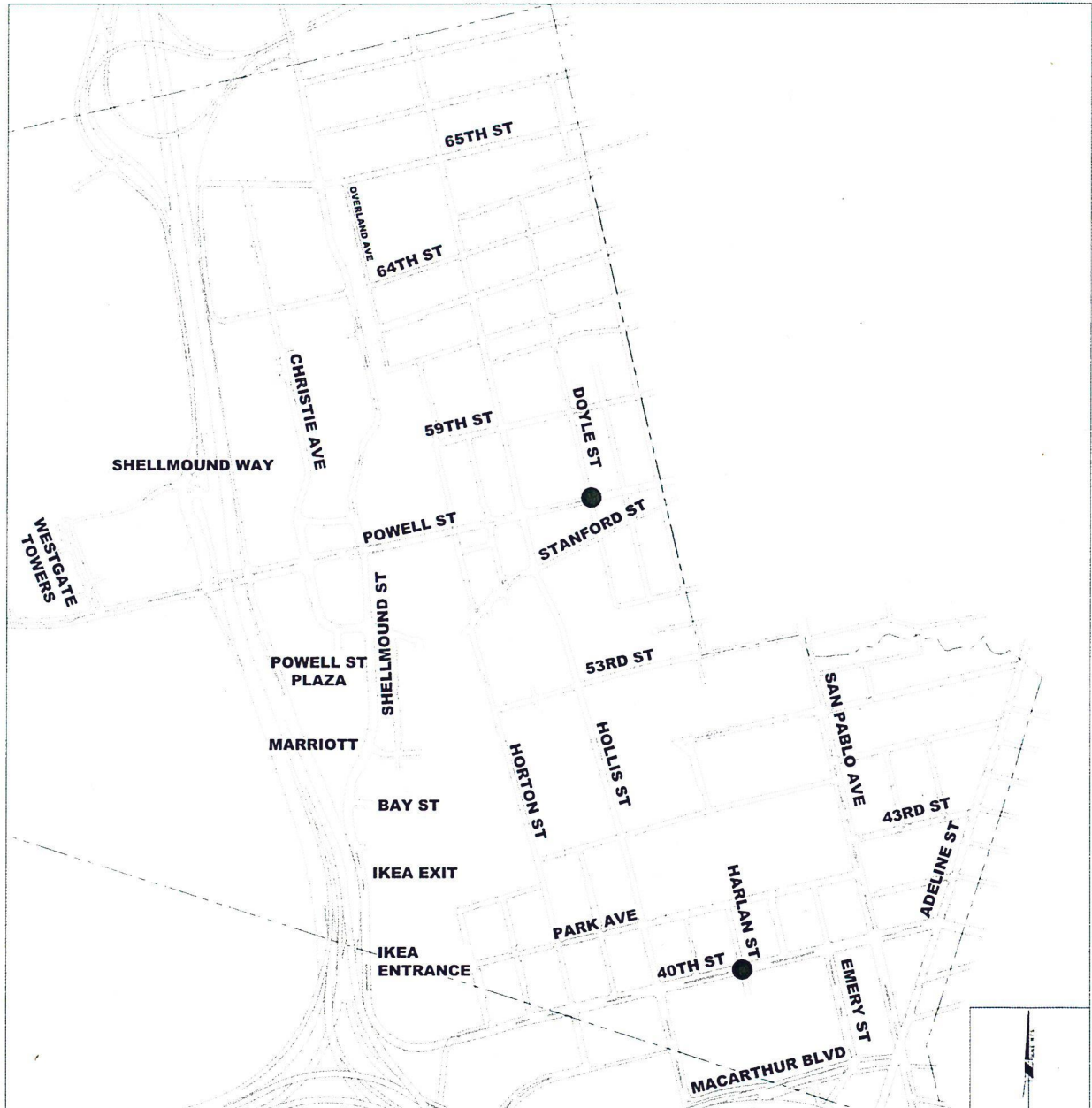
RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621



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