

RESOLUTION NO. 20-63

Resolution Of The City Council Of The City Of Emeryville Appropriating In Fiscal Year 2019/2020 Amounts Of \$32,000 From Measure B – VLF (Fund #238); And Authorizing The City Manager To Enter Into A First Amendment Construction Contract With Ray's Electric In The Amount Of \$32,000.00 For A Total Contract Amount Not To Exceed \$751,500.00

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 March 19, 2019, the City Council adopted a resolution for awarding a contract to Ray's Electric for the construction of the Project in the amount of \$719,500; and

WHEREAS, the amount of this additional work totals \$32,000, and it is necessary to enter into a First Amendment Construction Contract for a total contract value of \$751,500.00; and

WHEREAS, it is proposed that the Council appropriates in Fiscal Year 2018/2019 amounts of \$32,000 from Measure B-VLF (Fund #238) 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); now, therefore, be it

RESOLVED, that the City Council of the City of Emeryville hereby appropriates in Fiscal Year 2019/2020 amounts of \$32,000 Measure B-VLF (Fund #238) 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, by the City Council of the City of Emeryville authorize the City Manager to enter into a First Amendment Maintenance Contract with Ray's Electric in the form attached hereto as Exhibit A, in the amount of \$32,000.00 for a total contract amount not to exceed \$751,500.00.

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Ray's Electric 1st Amendment – Traffic Signals
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ADOPTED, by the City Council of the City of Emeryville at a regular meeting held Tuesday, June 16, 2020, by the following vote:

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

DocuSigned by:

Christian R. Patz

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MAYOR

ATTEST:

DocuSigned by:

Sheri Hartz

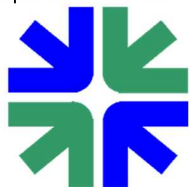
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CITY CLERK

APPROVED AS TO FORM:

Michael Guiraud

CITY ATTORNEY



City of Emeryville

CALIFORNIA

CONSTRUCTION CONTRACT

FIRST AMENDMENT

THIS FIRST AMENDMENT TO THE CONSTRUCTION CONTRACT ("Amendment") is effective as of this _____ day of _____, 2020, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **RAY'S ELECTRIC** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH THAT

WHEREAS, the City and Contractor entered into a Construction Contract dated April 26, 2019 ("Contract") for the purpose of retaining the services of Contractor to provide Construction of two traffic signals at the intersections of 40th Street/Harlan Street and Powell Street/Doyle Street; and

WHEREAS, the City and Contractor desire to amend the Contract; and

WHEREAS, the public interest will be served by this Amendment.

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

1. AMENDMENT

The Parties agree to amend the Contract as checked below:

1.1 Exhibit A

- ☐ Exhibit A of the Contract is hereby amended in its entirety and replaced with **Exhibit A-Revision Number**;

OR

- ☐ Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-Revision Number**, attached hereto and incorporated herein by this reference.

1.2 Termination Date

- ☐ The Parties desire to extend the termination date. Section 1.3 of the Contract is hereby amended to extend the termination date to **NEW END DATE**.

FOR CITY USE ONLY

Contract No.		CIP No.	
Resolution No.		Project No.	

1.3 Total Compensation Amount

- ☒ The Parties desire to increase the Total Compensation Amount as set forth in Section 3.2 of the Contract by **THIRTY TWO THOUSAND DOLLARS AND NO CENTS (\$32,000)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **SEVEN HUNDRED FIFTY ONE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$751,500)**.

2. CONTINUING EFFECT OF CONTRACT

Except as amended by this Amendment, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Amendment.

3. ADEQUATE CONSIDERATION

The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

4. SEVERABILITY

If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

5. WAIVER

The City's failure to enforce any provision of this Amendment or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

SIGNATURES ON FOLLOWING PAGE

City of Emeryville | Construction Contract Amendment
REV 02/2020

**6. SIGNATURE PAGE TO CONSTRUCTION CONTRACT
FIRST AMENDMENT**

IN WITNESS WHEREOF the City and the Contractor have executed this Contract,
which shall become effective as of the date first written above.

Approved As To Form:


City Attorney

Dated:

CITY OF EMERYVILLE

_____, 2020

Christine S. Daniel, City Manager

Dated:

GRUENDL INC DBA RAY'S ELECTRIC

_____, 2020


Greg Gruendl, President

6/3/20
(Signature)