

## **RESOLUTION NO. 20-90**

**Resolution Of The City Council Of The City of Emeryville Authorizing The City Manager To Enter Into A Contract With Interstate Grading and Paving, Inc. In An Amount Of \$1,201,746.30; And Authorizing The City Manager To Approve Payments Of Possible Additional Costs As Contingency Expenditures Up To \$100,000, All For The Construction Of The Annual Street Rehabilitation And Preventive Maintenance Project Fiscal Year 2019/2020, Project No. EPW-19101 (CIP No. 17240005)**

**WHEREAS**, the Capital Improvement Program adopted by the City Council in June 2019 includes funding for the ongoing Annual Street Rehabilitation and Preventive Maintenance Program, CIP No. 17240005; and

**WHEREAS**, on July 23, 2019 the Emeryville City Council approved the project scope of work, found the project to be exempt under California Environmental Quality Act Guideline 15301(c) because the project involves repairs to existing facilities, and authorized Public Bidding the project once the plans and specifications were approved by the City Engineer (Resolution No. 19-113); and

**WHEREAS**, the Project was bid on July 21, 2020, in compliance with California Public Contract Code section 20162; and

**WHEREAS**, on August 18, 2020, the following bid proposals for the project were received:

- |                                        |                      |
|----------------------------------------|----------------------|
| 1. Interstate Grading and Paving, Inc. | \$ 1,201,746.30      |
| 2. Ghilotti Bros., Inc.                | \$ 1,288,559.10      |
| 3. Asphalt Surfacing, Inc.             | \$ 1,325,014.40; and |

**WHEREAS**, the lowest responsible bid for the Project was submitted by Interstate Grading and Paving, Inc. of South San Francisco, CA for \$1,201,746.30; and

**WHEREAS**, it is prudent to allocate a contingency amount for work that cannot be defined in the design phase; and

**WHEREAS**, in compliance with California Public Contract Code section 20162, the City Council must award a public works contract in excess of \$5,000 to the lowest responsible bidder; and

**WHEREAS**, there is adequate funding already allocated in the T-01 Annual Street Rehabilitation and Preventive Maintenance Program (CIP No. 17240005); now, therefore be it

**RESOLVED**, that the City Council of the City of Emeryville determines Interstate Grading and Paving, Inc. is the lowest responsible bidder and the City Manager is hereby authorized to enter into the attached contract with Interstate Grading and Paving, Inc. of South San Francisco, CA in an amount of \$1,201,746.30 for the Annual Street Rehabilitation and Preventive Maintenance Project, EPW-19101 (CIP No. 17240005); and be it further

Resolution No. 20-90  
Award Contract – FY19-20 Annual Rehab Project  
City Council Meeting | September 1, 2020  
Page 2 of 2

**RESOLVED**, that the City Manager is authorized to augment the contract amount by a contingency amount not to exceed \$100,000 as warranted from new and/or unforeseen matters related to Project completion.

**ADOPTED**, by the City Council of the City of Emeryville at a regular meeting held Tuesday, September 1, 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*

49BC4DC144904C0...

MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

*Michael Quinn*

\_\_\_\_\_  
CITY ATTORNEY

## CONSTRUCTION CONTRACT

This Contract is made and entered into this day of \_\_\_\_\_, 202\_\_, by and between CITY OF EMERYVILLE, a municipal corporation ("**City**") and Interstate Grading and Paving, Inc. ("**Contractor**").

### W I T N E S S E T H:

**WHEREAS**, by Resolution No. \_\_\_\_\_, the City Council of the City of Emeryville has authorized the Director of Public Works to solicit public bids for **The Annual Street Rehabilitation And Preventive Maintenance Project Fiscal Year 2019/2020, Project No. EPW 19-101, CIP No. 17240005 (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 **The Annual Street Rehabilitation And Preventive Maintenance Project Fiscal Year 2019/2020, Project No. EPW 19-101, CIP No. 17240005**
- 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 **\$ 1,201,746.30 (ONE MILLION, TWO HUNDRED ONE THOUSAND, SEVEN HUNDRED FORTY-SIX DOLLARS AND THIRTY CENTS)** ("**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 **thirty five (35) working days** from the effective date of the Notice to Proceed. Liquidated Damages in the Amount of **\$3,000 per calendar day** will be assessed for failure to complete the contract work within the number of workdays specified.

## **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**

Interstate Grading and Paving, Inc.  
Attn: Tina Mason  
128 South Maple Avenue  
South San Francisco, CA 94080

**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: Interstate Grading and Paving, Inc.

Address: 128 South Maple Avenue, South San  
Francisco, CA 94080

Telephone: 650-952-7333

Fax No: 650-952-6851

Email Address: tina@igpinc.com

**SIGN HERE >>>**

by: \_\_\_\_\_  
Craig Caron

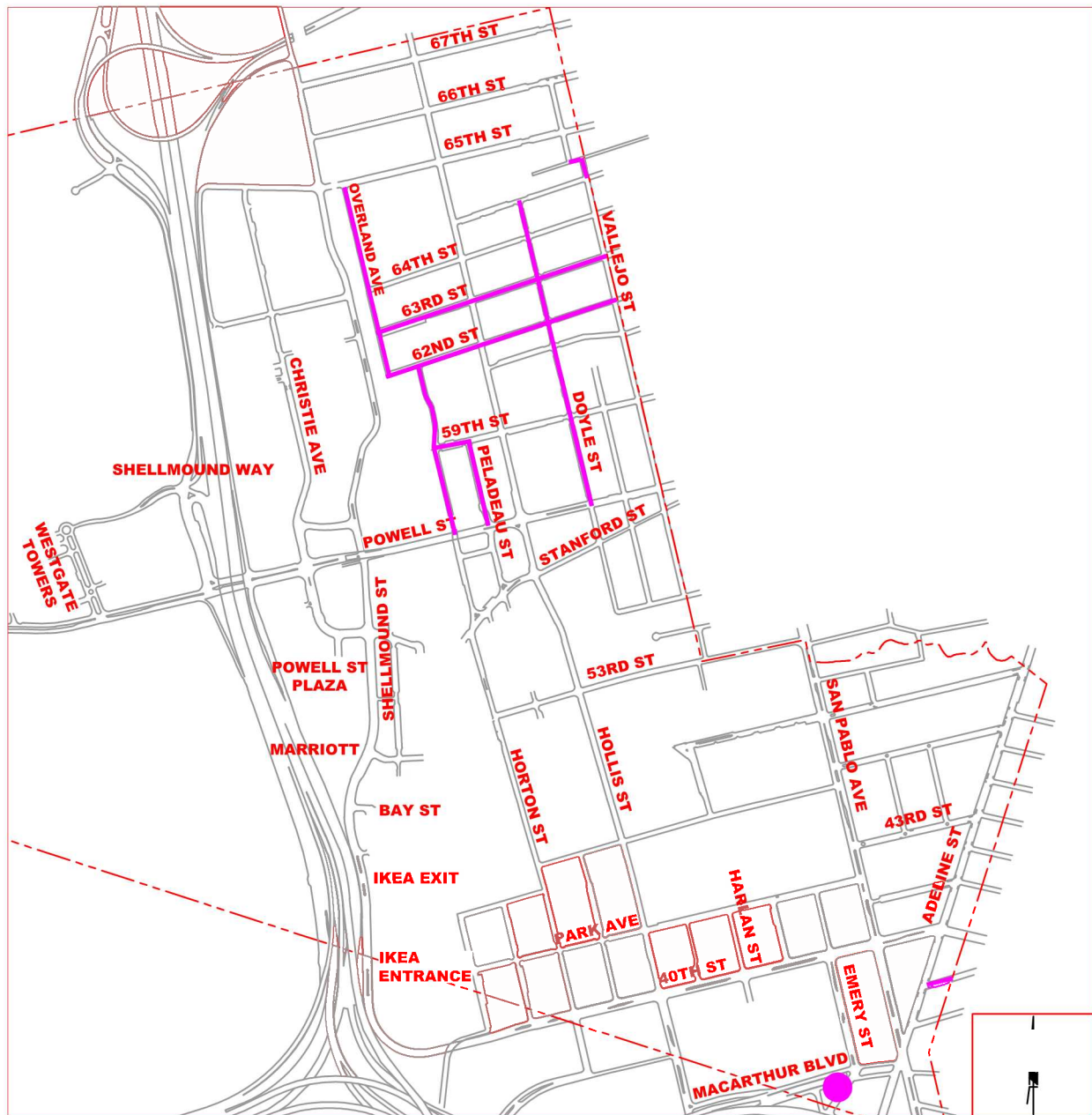
its: \_\_\_\_\_  
President



**City of Emeryville**  
CALIFORNIA

## EXHIBIT A

### ANNUAL STREET REHABILITATION AND PREVENTIVE MAINTENANCE PROJECT FISCAL YEAR 2019/2020 PROJECT NO. EPW 19-101



LOCATION MAP LEGEND