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OAKLAND

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CITY OF OAKLAND

AGENDA REPORT

TO: DEANNA J. SANTANA
CITY ADMINISTRATOR

FROM: Brooke A. Levin
Interim Director, PWA

SUBJECT: 23rd Ave/ 29th Ave Rail Crossing
Improvements Project

DATE: February 1, 2014

City Administrator
Approval

Date

2/17/14

COUNCIL DISTRICT: 5

RECOMMENDATION

Staff recommends that the City Council approve a resolution authorizing the City Administrator or her Designee to 1) appropriate supplemental funds in the amount of one million six hundred and sixteen thousand three hundred and twelve dollars and fifty cents (\$1,616,312.50) from the State of California Department of Transportation (Caltrans) in accordance with the fully executed cooperative agreement No. 4-2265; and 2) execute a construction contract with McGuire and Hester, the lowest responsive and responsible bidder, for the construction of the 23rd Ave/ 29th Ave Rail Crossing Improvement Project (No. G381112) in accordance with plans and specifications for the project in the amount of four hundred and seventy thousand three hundred and sixty-four dollars (\$470,364.00) and reject all other bids.

OUTCOME

Approval of this resolution will authorize the City Administrator or her Designee to appropriate and receive Caltrans funds to upgrade rail crossing along the Fruitvale Lead and Glascock Street Tracks in the amount up to \$1,616,312.50 according to Cooperative Agreement No. 4-2265, Fifth Avenue Seismic Retrofit Project; and to execute a construction contract with McGuire and Hester for the construction of the 23rd Ave/ 29th Ave Rail Crossing Improvement Project (No. G381112) in accordance with plans and specifications for the project in the amount of \$470,364.00 and reject all other bids.

BACKGROUND/LEGISLATIVE HISTORY

Since 2008, City staff has worked with several stakeholders to make railroad crossing safety improvements along the Fruitvale Lead and Glascock Street Tracks from East 7th Street to Dennison Street, made necessary because of the reactivation of freight train traffic on this spur.

Item: _____
Public Works Committee
March 11, 2014

The reactivation of train traffic resulted when Caltrans' Interstate 880 5th Avenue Overhead Structure Replacement Project removed the Hanlon Lead Track that ran between the freeway and Embarcadero Road and displaced the train operations from this track to the Fruitvale Lead and Glascock Street Track. The stakeholders and responsible parties included:

- California Public Utilities Commission (CPUC)
- Union Pacific Railroad (UPRR)
- County of Alameda (who operate the estuary bridges nearby)
- U.S. Coast Guard (who have concerns with water traffic in the estuary)
- City of Alameda
- City of Oakland (Public Works, Transportation Services Division)
- Caltrans

Because Caltrans' project resulted in the reactivation of train traffic on Glascock Avenue in an area where new residential units had recently been built, numerous meetings with the above stakeholders were held to discuss railroad safety and other neighborhood improvements that would address community concerns. The CPUC compiled a final report on August 29, 2008, recommending safety improvements at seven locations. Public meetings to address community concerns about the reactivation of the tracks were organized through the Council District 5 office, and were attended by City staff, UPRR and Caltrans. Caltrans agreed to fund both the rail crossing improvements and the neighborhood-requested improvements, which consisted largely of constructing new sidewalks in areas without them.

In 2009 the City Council authorized the City Administrator to execute a Letter of Understanding and Cooperative Agreement with Caltrans for the CPUC report's recommended railroad crossing improvements and neighborhood improvements along the Fruitvale Lead and Glascock Street Tracks. Cooperative Agreement (No. 4-2265) commits Caltrans to fund the City for all costs to implement the CPUC recommended rail crossing improvements and the neighborhood improvements (See *Attachment C*).

ANALYSIS

The City previously appropriated and received \$300,000.00 of the total Agreement amount of \$1,916,312.50 for developing construction plans for the project. In accordance with the Cooperative Agreement, the City has provided plans, specifications, and estimates to Caltrans for their approval and requested approval to invoice for the remaining amount of \$1,616,312.50. The City will need to appropriate an additional budget of \$1,616,312.50 above the prior allocation of \$300,000.00. The additional funds will be used for the construction contract, inspection and permits from UPRR, staff costs to finalize and close out the project, and a set aside amount for contingencies. The City will be reimbursed for all project related expenses up to the maximum amount of the agreement.

Item: _____
Public Works Committee
March 11, 2014

On November 21, 2013, two bids were received by the City Clerk for the construction of the project. One of the bids was from McGuire and Hester for \$470,364.00; the second bid was from Bay Construction for \$519,000.00. The lower bid from McGuire and Hester is 15% higher than the engineer's estimate of \$408,800.00.

On December 12, 2013, Contract Compliance determined McGuire and Hester and their sub contractors, Ray's Electric, S&S Trucking, and Lineation Marking to be compliant to local requirements and employment goals as follows: Local and Small Local Business Enterprise (100%), SLBE (48%), Equal Benefits Ordinance (Yes). They further determined that McGuire and Hester had met the 50% Local Employment Program and 15% Oakland Apprenticeship Program goals. See *Attachment A* for the detailed Contract Compliance Bid Analysis.

PUBLIC OUTREACH/INTEREST

The CPUC-recommended improvements and neighborhood improvements have been vetted over several years with the project stakeholders, the Glascock Street area neighbors, and City Council District 5 through several community meetings. The Glascock or Jingtowntown neighbors have had direct input on the design of the neighborhood improvements. The stakeholders have reviewed and approved the plans, specifications, and estimate for the rail crossing improvements.

Notice to Bidders and information about the project were sent to prospective bidders through CIPList.com. A voluntary Pre-Bid meeting was held on November 5, 2013, and the contractors were allowed to ask questions about the project.

COORDINATION

The project plans, specifications, and estimate were developed in coordination with the stakeholder group mentioned above. They were internally reviewed and approved by departments within the Public Works Agency. This report has been coordinated with the Contract Compliance Division, the Budget Office and the City Attorney's Office.

COST SUMMARY/IMPLICATIONS

Approving of this resolution will authorize the City Administrator or Her Designee to:

1. Appropriate an additional amount of \$1,616,312.50 for Project (G381112) in Fund (2140) under Organization (92246); the appropriation will allow the City to receive funds from Caltrans to cover all costs of the CPUC Recommended Improvements in Cooperative Agreement No. 04-2265; and,
2. Award and execute a construction contract with McGuire and Hester in the amount of \$470,364.00.

Item: _____
Public Works Committee
March 11, 2014

A. AMOUNT OF RECOMMENDATION/COST OF PROJECT:

Construction Cost: \$470,364.00

B. COST ELEMENTS OF AGREEMENT/CONTRACT: N/A

C. SOURCE OF FUNDING:

State Grant Fund (2140); Transportation Services Organization (92246); Street Construction Account (57411); 23rd Ave/29th Ave Rail Crossing Improvement Project (G381112) - \$470,364.00.

D. FISCAL IMPACT:

The project Design and Construction costs including Project and Construction Management are 100 percent covered by Caltrans through the Cooperative Agreement. Approval of this resolution will authorize the City Administrator to award and execute a construction contract in an amount of \$470,364.00 for the 23rd Ave/29th Ave Rail Crossing Improvement Project (G381112).

PAST PERFORMANCE, EVALUATION AND FOLLOW-UP

McGuire and Hester's last performance evaluation was Satisfactory. See *Attachment B* for Contractor Performance Evaluation completed on August 13, 2013.

SUSTAINABLE OPPORTUNITIES

Economic: McGuire and Hester has a valid City of Oakland business tax license. The award of this contract will yield business tax revenues to the City of Oakland, and generate economic and job opportunities for Oakland residents.

Environmental: The project will improve the environment by improving railroad crossing safety for vehicles, pedestrians, and bicyclists. It will reduce vehicle emissions by providing signal coordination in the corridor and slightly by reducing the train and traffic delay during rail crossings.

Social Equity: The project will provide improved accessibility and safety at railroad grade crossings in Oakland and along 23rd Avenue and 29th Avenue to the Park Street Bridge. This will contribute to an overall improvement in access for Oakland residents and visitors to employment and services.

CEQA

The project has been determined exempt under Article 19, Categorical Exemptions, Section 15301 - Existing Facilities of the California Environmental Quality Act. A Categorical Exemption Determination has been filed with the California Department of Fish and Game.

For questions regarding this report, please contact Joe Wang, Supervising Transportation Engineer, at 510-238-6107.

Respectfully submitted,



BROOKE A. LEVIN
Interim Director, Public Work Agency

Reviewed by:
Michael Neary, P.E., Assistant Director
Department of Engineering and Construction

Wladimir Wlassowsky, P.E.
Transportation Services Division Manager

Prepared by:
Joe Wang, T.E.
Supervising Transportation Engineer
Transportation Services Division

Attachments:

- A. Contractor Compliance Analysis
- B. Contractor Performance Evaluation
- C. Cooperative Agreement

Item: _____
Public Works Committee
March 11, 2014



Attachment A

INTER OFFICE MEMORANDUM

TO: Peter Chun,
Transportation Engineer

FROM: Deborah Barnes, *Deborah Barnes*
Manager, Contracts & Compliance

SUBJECT: Compliance Analysis
23rd Ave/ 29th Ave Rail Crossing Improvement Project-Rebid
Project No. G381112

DATE: December 12, 2013

City Administrator's Office, Contracts and Compliance Unit reviewed two (2) bids in response to the above referenced project. Below is the outcome of the compliance evaluation for the minimum 50% Local and Small Local Business Enterprise (L/SLBE) participation requirement, a preliminary review for compliance with the Equal Benefits Ordinance (EBO), and a brief overview of the lowest responsible bidder's compliance with the 50% Local Employment Program (LEP) and the 15% Oakland Apprenticeship Program on the bidder's most recently completed City of Oakland project.

Responsive to L/SLBE and/or EBO Policies		Proposed Participation					Earned Credits and Discounts			EBO Compliant? Y/N
Company Name	Original Bid Amount	Total LBE/SLBE	LBE	SLBE	*VSLBE/LPG	L/SLBE Trucking	Total Credited participation	Earned Bid Discounts	Adjusted Bid Amount	
McGuire and Hester	\$470,364.00	100%	51.67%	48.33%	0%	100%	100%	5%	\$446,845.80	Y
Bay Construction	\$519,000.00	52.71%	0%	52.71%	0%	100%	52.71%	2%	\$508,620.00	Y

Comments: As noted above, both firms met and/or exceeded the minimum 50% L/SLBE participation requirement. Both firms are EBO compliant.

EXHIBIT A

NEAR AND LONG TERM CPUC RECOMMENDED AND ADDITIONAL RELATED IMPROVEMENTS*

		COST	IMPLEMENTING AGENCY	
			CITY	UBRR
4 Estero Way				
1	Assign DOT#			X
2	Post DOT# on Crossbuck			X
5 Peterson Street				
1	Install & maintain W10-1 sign	\$ 1,500.00	X	
2	Install & maintain STOP sign	\$ 500.00	X	
3	Remove or trim vegetation (8ea)			
4	Remove tree		X	
5	No parking sign	\$ 500.00	X	
6 29th Ave (NB) and 23rd Ave (SB)				
1a	Install street lamps (west of 23rd Av)	\$ 10,000.00	X	
1b	Install street lamps (Between 23rd & 29th Av)	\$ 15,000.00	X	
2	Install hatch markings & red curb	\$ 2,000.00	X	
3	Install KEEP CLEAR markings	\$ 2,000.00	X	
4A	Raise traffic painted traffic island	\$ 6,000.00	X	
5A	LED pre-emption sign 23rd Avenue	\$ 6,000.00	X	
6A	Install R61 sign	\$ 600.00	X	
7A	No Ped crossing signs	\$ 1,200.00	X	
8A	Refresh pavement markings Kennedy	\$ 1,000.00	X	
9A	No Left Turn sign	\$ 600.00	X	
10	Stop train before crossing 23rd/29th Ave.			X
11	Reconfigure Park St Triangle to accommodate	\$ 100,000.00	X	
12	Install train activated amber flashers	\$ 150,000.00	X	
13	Relocate bus stop	\$ 25,000.00	X	
14	Provide railroad preemption of the traffic sign	\$ 20,000.00		X
15	Install railroad crossing pre-signal	\$ 500,000.00	X	
16	Install flashing light signals on OH cantilever	\$ 50,000.00		X
8 Dennison Street				
1	Repaint & Maintain STOP limit line	\$ 600.00	X	
2	Install hatch & for KEEP CLEAR markings		X	
3	Trim trees	\$ 2,000.00	X	
4	Remove Tracks Connecting to Handlin Lead	\$ 106,250.00		X
5	Stop E/B train prior to crossing			X
Subtotal		\$ 1,202,050.00	\$ 1,020,800.00	\$ 180,250.00
Contingency @ 25%		\$ 300,512.50	\$ 255,200.00	\$ 45,062.50
TOTAL-NEAR TERM IMPROVEMENTS		\$ 1,502,562.50	\$ 1,276,000.00	\$ 225,312.50

EXHIBIT A

NEAR AND LONG TERM CPUC RECOMMENDED AND ADDITIONAL RELATED IMPROVEMENTS*

		COST		IMPLEMENTING AGENCY	
		CITY	UPRR	CITY	UPRR
Long Term CPUC Recommended Improvements					
1 East 7th Street					
4	Remove driveway			X	-
2	Remove tank			X	-
3	Track realignment			-	X
4	Install automatic warning devices			-	X
3 Derby Ave at Glasscock St					
1	Install curb, gutter & sidewalk	\$ 10,000.00		X	
2	Enforce parking prohibitions	\$ -		X	
5 Peterson Street					
1	Install red curb	\$ 1,000.00		X	
	Subtotal	\$ 11,000.00			
	Contingency @ 25%	\$ 2,750.00			
	TOTAL-LONG TERM IMPROVEMENTS	\$ 13,750.00		\$ 13,750.00	\$ -
	Plans & specifications, construction engineering and related work	\$ 400,000.00		\$ 400,000.00	
GRAND TOTAL		\$ 1,916,312.50		\$ 1,689,750.00	\$ 225,312.50

* This itemized list prepared by the City of Oakland and Caltrans represents all of the recommended improvements in the CPUC Meeting Notes (distributed Aug. 9, 2008) and further related improvements recommended by the City of Oakland's independent traffic study. The City has determined that this list represents all of the itemized improvements necessary for concurrence with Caltrans' application to the CPUC for modification of the Hanlon Lead Track, except those items indicated by strike out font, which the City deems to be unnecessary.



For Informational Purposes

Listed below is the lowest responsible bidder's compliance with the 50% Local Employment Program (LEP) and the 15% Oakland Apprenticeship Program for the lowest bidder's most recently completed City of Oakland project.

Contractor Name: McGuire & Hester
Project Name: Uptown Art Park
Project No: P130191

50% Local Employment Program (LEP)

Was the 50% LEP Goal achieved?	Yes	If no, shortfall hours?	N/A
Were all shortfalls satisfied?	Yes	If no, penalty amount	N/A

15% Oakland Apprenticeship Program

Was the 15% Apprenticeship Goal achieved?	Yes	If no, shortfall hours?	N/A
Were shortfalls satisfied?	Yes	If no, penalty amount?	N/A

The spreadsheet below provides details of the 50% LEP and 15% Apprenticeship Programs. Information provided includes the following data: A) total project hours, B) core workforce hours deducted, C) LEP project employment and work hour goal; D) LEP employment and work hours achieved; E) # resident new hires; F) shortfall hours; G) percent LEP compliance; H) total apprentice hours; I) apprenticeship goal and hours achieved; and J) Apprentice shortfall hours.

Total Project Hours	Core Workforce Hours Deducted	50% Local Employment Program (LEP)						15% Apprenticeship Program				
		LEP Project Employment and Work Hours Goal		LEP Employment and Work Hours Achieved		# Resident New Hires	Shortfall Hours	% LEP Compliance	Total Oakland Apprenticeship Hours Achieved	Apprenticeship Goal and Hours		Apprentice Shortfall Hours
		Goal	Hours	Goal	Hours					Goal	Hours	
A	B	C	D	E	F	G	H	I	J			
804	0	50%	402	100%	402	0	0	100%	120.6	15%	120.6	0

Comments: McGuire & Hester has met the Local Employment Program's 50% resident hiring goal and has met the 15% Oakland Apprenticeship Program.

Should you have any questions, you may contact Sophany Hang at (510) 238-3723.



Contracts and Compliance Project Evaluation Report

Project No: G381112

Project Name: 23rd Ave/ 29th Ave Rail Crossing Improvement-Rebid

Contractor: McGuire and Hester

<u>Engineer's Estimate:</u>	<u>Contractor's Bid Amount:</u>	<u>Under/Over Engineer's Estimate:</u>
\$408,800.00	\$470,364.00	(\$61,564.00)
<u>Discounted Bid Amount:</u>	<u>Amount of Bid Discount:</u>	<u>Discount Points:</u>
\$446,845.80	\$23,518.20	5.00%

1. Did the 50% Local/Small Local requirement apply? Yes

2. Did the contractor meet the 50% requirement? Yes

a) % of LBE participation 51.67%

b) % of SLBE participation 48.33%

c) % of VSLBE/LPG participation 0.00%

3. Did the contractor meet the Trucking requirement? Yes

a) % of SLBE/LBE trucking participation

b) % of VSLBE trucking participation 100.00%

4. Did the Contractor receive any bid discount? Yes

(if yes, list the percentage received) 5.00%

5. Additional Comments

6. Date evaluation completed and returned to initiating department. 12/12/2013

Reviewing Officer: Sophany Hang

Reviewing Officer Date:

Approved By: Shelley Darenalung

Approved By Date: 12-13-13

Thursday, December 12, 2013

LBE/SLBE/VSLBE/LPG PARTICIPATION

Bidder 1

Project Name: 23rd Ave/ 29th Ave Rail Crossing Improvement-Rebid

Project No: G381112

Engineers Estimate: \$408,800.00

Under/Over Engineers Estimate: (\$61,564.00)

No.	Discipline	Contractor	Location	Cert. Status	LBE	SLBE	*VSLBE/LPG (2x value)	L/SLBE Trucking	UB Trucking	UB Dollars	For Tracking Only		
											Ethn	MBE	WBE
1	Prime	McGuire and	Oakland	CB	243,056.00						C		
2	Electrical	Ray's Electric	Oakland	CB		198,950.00					C		
3	Trucking	S & S Trucking	Oakland	CB		1,500.00		1,500.00			H	1,500.00	
4	Tripling	Lineation Marking	Oakland	CB		26,858.00					C		
Project Totals:					\$243,056.00	\$227,308.00		\$1,500.00				1,500.00	
					51.67%	48.33%		100.00%					0.32%

REQUIREMENTS: The 50% Requirements, is a combination of 25% LBE and 25% SLBE participation. An SLBE firm can be counted 100% towards achieving the 50% requirements and a VSLBE/LPG firm can be counted double towards achieving the 50% requirements.

Total LBE \ SLBE Dollars and Percents: \$470,364.00 100.00%
Total VSLBE \ LPG Dollars and Percents:
Total LBE \ SLBE Trucking Dollars and Percents: \$1,500.00 100.00%
Total Bid Amount: \$470,364.00
Total Participation of VSLBE / SLBE / LBE / LPG: 100.00%

LBE = Local Business Enterprise
 SLBE = Small Local Business Enterprise
 VSLBE = Very Small Local Business Enterprise
 LPG = Locally Produced Goods
 NPSLBE = NonProfit Small Local Business Enterprise
 NPLBE = NonProfit Local Business Enterprise
 UB = Uncertified Business
 CB = Certified Business
 MBE = Minority Business Enterprise
 WBE = Women Business Enterprise

ETHNICITY:
 AA = African American
 AI = Asian Indian
 AP = Asian Pacific
 C = Caucasian
 H = Hispanic
 NA = Native American
 O = Other
 NL = Not Listed
 MO = Multiple Ownership



Contracts and Compliance Project Evaluation Report

Project No: G381112

Project Name: 23rd Ave/ 29th Ave Rail Crossing Improvement-Rebid

Contractor: Bay Construction Company, Inc.

<u>Engineer's Estimate:</u>	<u>Contractor's Bid Amount:</u>	<u>Under/Over Engineer's Estimate:</u>
\$408,800.00	\$519,000.00	(\$110,200.00)
<u>Discounted Bid Amount:</u>	<u>Amount of Bid Discount:</u>	<u>Discount Points:</u>
\$508,620.00	\$10,380.00	2.00%

1. Did the 50% Local/Small Local requirement apply? Yes

2. Did the contractor meet the 50% requirement? Yes

- a) % of LBE participation 0.00%
- b) % of SLBE participation 52.71%
- c) % of VSLBE/LPG participation 0.00%

3. Did the contractor meet the Trucking requirement? Yes

- a) % of SLBE/LBE trucking participation
- b) % of VSLBE trucking participation 100.00%

4. Did the Contractor receive any bid discount? Yes

(if yes, list the percentage received) 2.00%

5. Additional Comments

6. Date evaluation completed and returned to initiating department. 12/12/2013

Reviewing Officer: Sophany Hang

Reviewing Officer Date:

Approved By: Shelley Qarenaluna

Approved By Date: 12-13-13

Thursday, December 12, 2013

LBE/SLBE/VSLBE/LPG PARTICIPATION

Bidder 2

Project Name: 23rd Ave/ 29th Ave Rail Crossing Improvement-Rebid

Project No: G381112

Engineers Estimate: \$408,800.00

Under/Over Engineers Estimate: (\$110,200.00)

No.	Discipline	Contractor	Location	Crt. Status	LBE	SLBE	*VSLBE/LPG (2x value)	L/SLBE Trucking	UB Trucking	UB Dollars	For Tracking Only		
											Ethn	MBE	WBE
1	Prime	Bay Construction	Oakland	CB		244,280.00					AP	275,944.00	
2	Electrical	Columbia Electric	San Leandro	UB						212,000.00	C		
3	Striping	Lineation Marking	Oakland	CB		28,180.00					C		
4	Trucking	CJC Trucking	Oakland	CB		1,100.00		1,100.00			AA	1,100.00	
5	Saw Cutting	Bay Line Cutting	Emeryville	UB						3,000.00	H	3,000.00	
Project Totals:						\$273,560.00		\$1,100.00		\$215,000.00		280,044.00	
						52.71%		100.00%		41.43%		53.96%	

REQUIREMENTS: The 50% Requirements, is a combination of 25% LBE and 25% SLBE participation. An SLBE firm can be counted 100% towards achieving the 50% requirements and a VSLBE/LPG firm can be counted double towards achieving the 50% requirements.

Total LBE \ SLBE Dollars and Percents: \$273,560.00 52.71%
Total VSLBE \ LPG Dollars and Percents:
Total LBE \ SLBE Trucking Dollars and Percents: \$1,100.00 100.00%
Total Bid Amount: \$519,000.00
Total Participation of VSLBE / SLBE / LBE / LPG: 52.71%

LBE = Local Business Enterprise
 SLBE = Small Local Business Enterprise
 VSLBE = Very Small Local Business Enterprise
 LPG = Locally Produced Goods
 NPSLBE = NonProfit Small Local Business Enterprise
 NPLBE = NonProfit Local Business Enterprise
 UB = Uncertified Business
 CB = Certified Business
 MBE = Minority Business Enterprise
 WBE = Women Business Enterprise

ETHNICITY:
 AA = African American
 AI = Asian Indian
 AP = Asian Pacific
 C = Caucasian
 H = Hispanic
 NA = Native American
 O = Other
 NL = Not Listed
 MO = Multiple Ownership

Attachment B

Schedule L-2 City of Oakland Public Works Agency CONTRACTOR PERFORMANCE EVALUATION

Project Number/Title: C366930
Work Order Number (if applicable): _____
Contractor: McGuire and Hester
Date of Notice to Proceed: 03/26/2012
Date of Notice of Completion: 03/13/2013
Date of Notice of Final Completion: 03/13/2013
Contract Amount: \$899,407.40
Evaluator Name and Title: Phillip Fung, Resident Engineer

The City's Resident Engineer most familiar with the Contractor's performance must complete this evaluation and submit it to Manager, PWA Project Delivery Division, within 30 calendar days of the issuance of the Final Payment.

Whenever the Resident Engineer finds the Contractor is performing below Satisfactory for any category of the Evaluation, the Resident Engineer shall discuss the perceived performance shortfall at the periodic site meetings with the Contractor. An Interim Evaluation will be performed if at any time the Resident Engineer finds that the overall performance of a Contractor is Marginal or Unsatisfactory. An Interim Evaluation is required prior to issuance of a Final Evaluation Rating of Unsatisfactory. The Final Evaluation upon Final Completion of the project will supersede interim ratings.

The following list provides a basic set of evaluation criteria that will be applicable to all construction projects awarded by the City of Oakland that are greater than \$50,000. Narrative responses are required to support any evaluation criteria that are rated as Marginal or Unsatisfactory, and must be attached to this evaluation. If a narrative response is required, indicate before each narrative the number of the question for which the response is being provided. Any available supporting documentation to justify any Marginal or Unsatisfactory ratings must also be attached.

If a criterion is rated Marginal or Unsatisfactory and the rating is caused by the performance of a subcontractor, the narrative will note this. The narrative will also note the General Contractor's effort to improve the subcontractor's performance.

ASSESSMENT GUIDELINES:

Outstanding (3 points)	Performance among the best level of achievement the City has experienced.
Satisfactory (2 points)	Performance met contractual requirements.
Marginal (1 point)	Performance barely met the lower range of the contractual requirements or performance only met contractual requirements after extensive corrective action was taken.
Unsatisfactory (0 points)	Performance did not meet contractual requirements. The contractual performance being assessed reflected serious problems for which corrective actions were ineffective.

WORK PERFORMANCE

Unsatisfactory
Marginal
Satisfactory
Outstanding
Not Applicable

1	Did the Contractor perform all of the work with acceptable Quality and Workmanship?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1a	If problems arose, did the Contractor provide solutions/coordinate with the designers and work proactively with the City to minimize impacts? If "Marginal or Unsatisfactory", explain on the attachment. Provide documentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Was the work performed by the Contractor accurate and complete? If "Marginal or Unsatisfactory", explain on the attachment and provide documentation. Complete (2a) and (2b) below.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2a	Were corrections requested? If "Yes", specify the date(s) and reason(s) for the correction(s). Provide documentation.			Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
2b	If corrections were requested, did the Contractor make the corrections requested? If "Marginal or Unsatisfactory", explain on the attachment. Provide documentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the Contractor responsive to City staff's comments and concerns regarding the work performed or the work product delivered? If "Marginal or Unsatisfactory", explain on the attachment. Provide documentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Were there other significant issues related to "Work Performance"? If Yes, explain on the attachment. Provide documentation.				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5	Did the Contractor cooperate with on-site or adjacent tenants, business owners and residents and work in such a manner as to minimize disruptions to the public. If "Marginal or Unsatisfactory", explain on the attachment.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Did the personnel assigned by the Contractor have the expertise and skills required to satisfactorily perform under the contract? If "Marginal or Unsatisfactory", explain on the attachment.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Overall, how did the Contractor rate on work performance? The score for this category must be consistent with the responses to the questions given above regarding work performance and the assessment guidelines. Check 0, 1, 2, or 3.	0 <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input type="checkbox"/>	

TIMELINESS

		Unsatisfactory	Marginal	Satisfactory	Outstanding	Not Applicable
8	Did the Contractor complete the work within the time required by the contract (including time extensions or amendments)? If "Marginal or Unsatisfactory", explain on the attachment why the work was not completed according to schedule. Provide documentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Was the Contractor required to provide a service in accordance with an established schedule (such as for security, maintenance, custodial, etc.)? If "No", or "N/A", go to Question #10. If "Yes", complete (9a) below.			Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
9a	Were the services provided within the days and times scheduled? If "Marginal or Unsatisfactory", explain on the attachment and specify the dates the Contractor failed to comply with this requirement (such as tardiness, failure to report, etc.). Provide documentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Did the Contractor provide timely baseline schedules and revisions to its construction schedule when changes occurred? If "Marginal or Unsatisfactory", explain on the attachment. Provide documentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Did the Contractor furnish submittals in a timely manner to allow review by the City so as to not delay the work? If "Marginal or Unsatisfactory", explain on the attachment. Provide documentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Were there other significant issues related to timeliness? If yes, explain on the attachment. Provide documentation.				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
13	Overall, how did the Contractor rate on timeliness? The score for this category must be consistent with the responses to the questions given above regarding timeliness and the assessment guidelines. Check 0, 1, 2, or 3.	0 <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input type="checkbox"/>	

FINANCIAL

Unsatisfactory
Marginal
Satisfactory
Outstanding
Not Applicable

14	Were the Contractor's billings accurate and reflective of the contract payment terms? If "Marginal or Unsatisfactory", explain on the attachment. Provide documentation of occurrences and amounts (such as corrected invoices).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15	<p>Were there any claims to increase the contract amount? If "Yes", list the claim amount. Were the Contractor's claims resolved in a manner reasonable to the City?</p> <p>Number of Claims: _____</p> <p>Claim amounts: \$ _____</p> <p>Settlement amount: \$ _____</p>				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
16	Were the Contractor's price quotes for changed or additional work reasonable? If "Marginal or Unsatisfactory", explain on the attachment. Provide documentation of occurrences and amounts (such as corrected price quotes).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	Were there any other significant issues related to financial issues? If Yes, explain on the attachment and provide documentation.				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
18	<p>Overall, how did the Contractor rate on financial issues?</p> <p>The score for this category must be consistent with the responses to the questions given above regarding financial issues and the assessment guidelines.</p> <p>Check 0, 1, 2, or 3.</p>	0 <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input type="checkbox"/>	

COMMUNICATION

Unsatisfactory
Marginal
Satisfactory
Outstanding
Not Applicable

19	Was the Contractor responsive to the City's questions, requests for proposal, etc.? If "Marginal or Unsatisfactory", explain on the attachment.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20	Did the Contractor communicate with City staff clearly and in a timely manner regarding:					
20a	Notification of any significant issues that arose? If "Marginal or Unsatisfactory", explain on the attachment.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20b	Staffing issues (changes, replacements, additions, etc.)? If "Marginal or Unsatisfactory", explain on the attachment.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20c	Periodic progress reports as required by the contract (both verbal and written)? If "Marginal or Unsatisfactory", explain on the attachment.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20d	Were there any billing disputes? If "Yes", explain on the attachment.				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
21	Were there any other significant issues related to communication issues? Explain on the attachment. Provide documentation.				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
22	Overall, how did the Contractor rate on communication issues? The score for this category must be consistent with the responses to the questions given above regarding communication issues and the assessment guidelines. Check 0, 1, 2, or 3.	0 <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input type="checkbox"/>	

SAFETY

Unsatisfactory
Marginal
Satisfactory
Outstanding
Not Applicable

23	Did the Contractor's staff consistently wear personal protective equipment as appropriate? If "No", explain on the attachment.				Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
24	Did the Contractor follow City and OSHA safety standards? If "Marginal or Unsatisfactory", explain on the attachment.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25	Was the Contractor warned or cited by OSHA for violations? If Yes, explain on the attachment.				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
26	Was there an inordinate number or severity of injuries? Explain on the attachment. If Yes, explain on the attachment.				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
27	Was the Contractor officially warned or cited for breach of U.S. Transportation Security Administration's standards or regulations? If "Yes", explain on the attachment.				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
28	Overall, how did the Contractor rate on safety issues? The score for this category must be consistent with the responses to the questions given above regarding safety issues and the assessment guidelines. Check 0, 1, 2, or 3.	0 <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input type="checkbox"/>	

OVERALL RATING

Based on the weighting factors below, calculate the Contractor's overall score using the scores from the four categories above.

1. Enter Overall score from Question 7 2.0 X 0.25 = .50
2. Enter Overall score from Question 13 2.0 X 0.25 = .50
3. Enter Overall score from Question 18 2.0 X 0.20 = .40
4. Enter Overall score from Question 22 2.0 X 0.15 = .30
5. Enter Overall score from Question 28 2.0 X 0.15 = .30

TOTAL SCORE (Sum of 1 through 5): 2.00

OVERALL RATING: 2.00

Outstanding: Greater than 2.5
Satisfactory: Greater than 1.5 & less than or equal to 2.5
Marginal: Between 1.0 & 1.5
Unsatisfactory: Less than 1.0

PROCEDURE:

The Resident Engineer will prepare the Contractor Performance Evaluation and submit it to the Supervising Civil Engineer. The Supervising Civil Engineer will review the Contractor Performance Evaluation to ensure adequate documentation is included, the Resident Engineer has followed the process correctly, the Contractor Performance Evaluation has been prepared in a fair and unbiased manner, and the ratings assigned by the Resident Engineer are consistent with all other Resident Engineers using consistent performance expectations and similar rating scales.

The Resident Engineer will transmit a copy of the Contractor Performance Evaluation to the Contractor. Overall Ratings of Outstanding or Satisfactory are final and cannot be protested or appealed. If the Overall Rating is Marginal or Unsatisfactory, the Contractor will have 10 calendar days in which they may file a protest of the rating. The Public Works Agency Assistant Director, Design & Construction Services Department, will consider a Contractor's protest and render his/her determination of the validity of the Contractor's protest. If the Overall Rating is Marginal, the Assistant Director's determination will be final and not subject to further appeal. If the Overall Rating is Unsatisfactory and the protest is denied (in whole or in part) by the Assistant Director, the Contractor may appeal the Evaluation to the City Administrator, or his/her designee. The appeal must be filed within 14 calendar days of the Assistant Director's ruling on the protest. The City Administrator, or his/her designee, will hold a hearing with the Contractor within 21 calendar days of the filing of the appeal. The decision of the City Administrator regarding the appeal will be final.

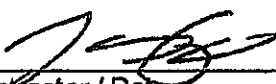
Contractors who receive an Unsatisfactory Overall Rating (i.e., Total Score less than 1.0) will be allowed the option of voluntarily refraining from bidding on any City of Oakland projects within one year from the date of the Unsatisfactory Overall Rating, or of being categorized as non-responsible for any projects the Contractor bids on for a period of one year from the date of the Unsatisfactory Overall Rating. Two Unsatisfactory Overall Ratings within any five year period will result in the Contractor being categorized by the City Administrator as non-


responsible for any bids they submit for future City of Oakland projects within three years of the date of the last Unsatisfactory overall rating.

Any Contractor that receives an Unsatisfactory Overall Rating is required to attend a meeting with the City Administrator, or his/her designee, prior to returning to bidding on City projects. The Contractor is required to demonstrate improvements made in areas deemed Unsatisfactory in prior City of Oakland contracts.

The Public Works Agency Contract Administration Section will retain the final evaluation and any response from the Contractor for a period of five years. The City shall treat the evaluation as confidential, to the extent permitted by law.

COMMUNICATING THE EVALUATION: *The Contractor's Performance Evaluation has been communicated to the Contractor. Signature does not signify consent or agreement.*

 8/23/13
Contractor / Date

 5/7/13
Resident Engineer / Date

 5/9/13
Supervising Civil Engineer / Date

ATTACHMENT TO CONTRACTOR PERFORMANCE EVALUATION:

Use this sheet to provide any substantiating comments to support the ratings in the Performance Evaluation. Indicate before each narrative the number of the question for which the response is being provided. Attach additional sheets if necessary.

Attachment C

04-Ala-880 PM 29.8/31.0
Fifth Avenue Seismic Retrofit Project
04-1706U4
District Agreement No. 4-2265

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON March 20, 2009, ("Effective Date") is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "CALTRANS;" and the CITY OF OAKLAND, a municipal corporation and a political subdivision of the State of California, referred to herein as "CITY."

Collectively, CALTRANS and CITY will be referred to herein as the "PARTIES."

RECITALS

1. CALTRANS has a 5th Avenue Seismic Retrofit Project referred to herein as "PROJECT" which includes replacing the 5th Avenue Overhead Structure on Interstate 880 at 5th Avenue in CITY.
2. PROJECT, as designed, will permanently remove a portion of Union Pacific Railroad (referred to herein as "RAILROAD") tracks called the Hanlon Lead within the limits of PROJECT. This track removal will sever this portion of the Hanlon Lead which will effectively prevent RAILROAD from providing rail service on the Hanlon Lead south of PROJECT.
3. RAILROAD has an existing alternate route to the Hanlon Lead that can provide the same rail service utilizing the Fruitvale Lead which includes an at-grade railroad crossing at East 7th Street, a track located on Glascock Street and an at-grade railroad crossing at the 23rd and 29th Avenue intersection, all referred to herein as the GLASCOCK TRACK. Prior to operating trains on GLASCOCK TRACK, RAILROAD is required to rehabilitate GLASCOCK TRACK.
4. The PARTIES have entered into a Letter of Understanding (LOU) dated February 9, 2009, to allow the removal of the Hanlon Lead and rehabilitation of the GLASCOCK TRACK.
5. CALTRANS and CITY desire to have constructed enhancements for the safety of residents, motorists and pedestrians impacted by the RAILROAD's use of the GLASCOCK TRACK as shown on Exhibit A entitled "CPUC Recommended Near and Long Term Improvements" and Exhibit B entitled "Community Requested Improvements," collectively referred to herein as "IMPROVEMENTS," attached to the LOU and also made a part of this Agreement.
6. The PARTIES hereto intend to define herein the terms and conditions under which IMPROVEMENTS are to be implemented and financed.

AGREEMENT

IT IS MUTUALLY AGREED:

1. CITY shall implement IMPROVEMENTS as listed on the attached Exhibits A and B, in accordance with the terms and conditions to be specified in this Agreement. CITY shall be obligated to commence implementation of the IMPROVEMENTS, but only after receiving payments from CALTRANS for such IMPROVEMENTS as detailed below, and complete the IMPROVEMENTS within a reasonable timeframe in an effort to avoid any adverse impacts to the timely progress of PROJECT. CALTRANS agrees to provide funding to CITY for the

EXHIBIT A

NEAR AND LONG TERM CPUC RECOMMENDED AND ADDITIONAL RELATED IMPROVEMENTS*

		COST	IMPLEMENTING AGENCY	
			CITY	UPRR
Long Term CPUC Recommended Improvements:				
1 East 7th Street				
4	Remove driveway		X	-
2	Remove tank		X	-
3	Track realignment		-	X
4	Install automatic warning devices		-	X
3 Derby Ave at Glasscock St				
1	Install curb, gutter & sidewalk	\$ 10,000.00	X	
2	Enforce parking prohibitions	\$ -	X	
5 Peterson Street				
1	Install red curb	\$ 1,000.00	X	
	Subtotal	\$ 11,000.00		
	Contingency @ 25%	\$ 2,750.00		
	TOTAL-LONG TERM IMPROVEMENTS	\$ 13,750.00	\$ 13,750.00	\$ -
	Plans & specifications, construction engineering and related work	\$ 400,000.00	\$ 400,000.00	
GRAND TOTAL		\$ 1,916,312.50	\$ 1,689,750.00	\$ 225,312.50

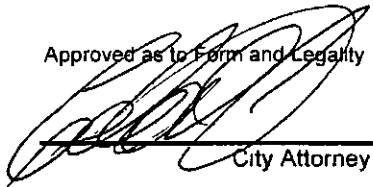
* This Itemized list prepared by the City of Oakland and Caltrans represents all of the recommended improvements in the CPUC Meeting Notes (distributed Aug. 9, 2008) and further related improvements recommended by the City of Oakland's independent traffic study. The City has determined that this list represents all of the itemized improvements necessary for concurrence with Caltrans' application to the CPUC for modification of the Hanlon Lead Track, except those items indicated by strike out font, which the City deems to be unnecessary.

EXHIBIT B
COMMUNITY REQUESTED IMPROVEMENTS

	Unit	Qty	Amount	Description of Work	
A SIDEWALKS AND SHOULDER WORK					
1	Lancaster St/Chapman	FT	520	\$ 320,000.00	WORK INCLUDES SIDEWALKS 8' TO 10' WITH PLANTER AREAS THROUGHOUT, CURB AND GUTTER NEW DRAINAGE, AND SECTIONS OF ROADWAY REPAIR
2	Glasscock St	FT	560	\$ 112,000.00	WORK INCLUDES SIDEWALKS 8' TO 9' WITH PLANTER AREAS THROUGHOUT, CURB AND GUTTER, MAY REQUIRE A NEW INLET AND CONNECTION
3	Peterson St	FT	40	\$ 8,000.00	WORK INCLUDES 8' SIDEWALK CURB AND GUTTER AT APPROACH TO INTERSECTION
4	Derby Ave	FT	220	\$ 44,000.00	WORK INCLUDES SIDEWALKS 8' TO 9' WITH PLANTER AREAS THROUGHOUT, CURB AND GUTTER, MAY REQUIRE A NEW INLET AND CONNECTION
5	Fruitvale Avenue	FT	1100	\$ 258,000.00	WORK INCLUDES SIDEWALKS 8', CURB AND GUTTER, REPLACEMENT OF EXISTING DRAINAGE INLETS, MINOR GRADING AND ROADWAY WORK NEAR ALAMEDA AVENUE AND ONE INLET
6	East 7th Street	FT	160	\$ 32,000.00	WORK INCLUDES SIDEWALKS 8' TO 10', CURB AND GUTTER, MINOR GRADING AND ROADWAY REPAIR AROUND RAILROAD TRACKS
B REPLACE FENCE ALONG FRUITVALE LEAD					
1	Replace fence 300 ft.	LS	1	\$ 15,000.00	
2	Repair adjoining property fences	LS	1	\$ 5,000.00	
C PARK STREET TRIANGLE					
1	Project Development	LS	1	\$ 250,000.00	Park Street Triangle Study
			SUB TOTAL	\$ 1,044,000.00	
	Contingency		25%	\$ 198,500.00	(DOES NOT INCLUDE PARK STREET TRIANGLE STUDY - \$250K)
Total Community Requested Improvement				\$ 1,242,500.00	

FILED
OFFICE OF THE CITY CLERK
OAKLAND

Approved as to Form and Legality



City Attorney

2014 FEB 27 11:51 AM
OAKLAND CITY COUNCIL

RESOLUTION No. _____ C.M.S.

Introduced by Councilmember _____

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR HER DESIGNEE TO 1) APPROPRIATE SUPPLEMENTAL FUNDS IN THE AMOUNT OF ONE MILLION SIX HUNDRED AND SIXTEEN THOUSAND THREE HUNDRED AND TWELVE DOLLARS AND FIFTY CENTS (\$1,616,312.50) FROM THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) IN ACCORDANCE WITH THE FULLY EXECUTED COOPERATIVE AGREEMENT NO. 4-2265; AND 2) EXECUTE A CONSTRUCTION CONTRACT WITH MCGUIRE AND HESTER, THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, FOR THE CONSTRUCTION OF THE 23RD AVE/ 29TH AVE RAIL CROSSING IMPROVEMENT PROJECT (NO. G381112) IN ACCORDANCE WITH PLANS AND SPECIFICATIONS FOR THE PROJECT IN THE AMOUNT OF FOUR HUNDRED AND SEVENTY THOUSAND THREE HUNDRED AND SIXTY-FOUR DOLLARS (\$470,364.00) AND REJECT ALL OTHER BIDS

WHEREAS, on February 3, 2009 the City Council authorized the City Administrator to execute a Letter of Understanding and Cooperative Agreement with the California Department of Transportation (Caltrans) for railroad crossing and neighborhood improvements along the Fruitvale Lead and Glascock Street Track areas; and

WHEREAS, on March 20, 2009 the City and Caltrans entered into Cooperative Agreement No. 4-2265 to execute the rail crossing and neighborhood improvements along the Fruitvale Lead and Glascock Street Tracks; and

WHEREAS, Caltrans in accordance with the Cooperative Agreement agrees to pay the City for 100 percent of the costs to implement the rail crossing improvements as described in the agreement Exhibit A, Near and Long Term CPUC (California Public Utilities Commission) Recommended and Additional Related Improvements for a total estimated amount of \$1,916,312.50; and

WHEREAS, an initial \$300,000.00 was previously appropriated by the City to perform engineering design and preparation of construction plans for the CPUC Recommended Near and Long Term Improvements; and

WHEREAS, Caltrans further agrees the City shall bear no upfront costs or expenses related to the CPUC Recommended Near and Long Term Improvements and will pay for the improvements upfront upon invoicing by the City; and,

WHEREAS, on November 21, 2013, two bids were received by the Office of the City Clerk for the construction of the, 23rd Ave/29th Ave Rail Crossing Improvement Project (No. G381112); and

WHEREAS, McGuire and Hester is the lowest responsive and responsible bidder for the 23rd Ave/29th Ave Rail Crossing Improvement Project (No. G381112); and

WHEREAS, there is sufficient funding in the project budget for the work in Grant Fund (2140); Transportation Services Organization (92246); Street Construction Account (57411); 23rd Ave/29th Ave Rail Crossing Improvement Project (No. G381112); and

WHEREAS, the City Council finds that the City lacks the equipment and qualified personnel to perform the necessary work and that the performance of this contract is in the public interest because of economy and better performance; and

WHEREAS, the City Administrator has determined that the performance of this contract shall not result in the loss of employment or salary by any person having permanent status in the competitive services; now, therefore, be it

RESOLVED: that the City Administrator or Her Designee appropriate funds from Caltrans in an amount up to \$1,616,312.50 according to Cooperative Agreement No. 4-2265 for the CPUC Recommended Near and Long Term Improvements (Rail Crossing); and be it

RESOLVED: that the contract for the construction of the 23rd Ave/29th Ave Rail Crossing Improvement Project (No. G381112) is hereby awarded to McGuire and Hester, the lowest responsive and responsible bidder, in accordance with project plans and specifications in the amount of Four Hundred and Seventy Thousand, Three Hundred and Sixty-Four Dollars (\$470,364.00); and be it

FURTHER RESOLVED: That the plans and specifications prepared for this project, including any subsequent changes during construction, that will be reviewed and adopted by the Director, or his/her designee, are hereby approved;

FURTHER RESOLVED: That the contractor shall provide a faithful performance bond and payment bond for this project to guarantee payment of all claims for labor and materials furnished and for the amount due under the Unemployment Insurance Act for one hundred percent (100%) of the contract amount prior to execution of the contract; and be it

FURTHER RESOLVED: That the City Administrator, or her Designee, is hereby authorized to enter into a contract with McGuire and Hester on behalf of the City of Oakland and execute any amendment or modifications to said agreement within the limitations of the project specifications; and be it

FURTHER RESOLVED: That all other bids are hereby rejected; and be it

FURTHER RESOLVED: That the contract shall be reviewed and approved by the City Attorney for form and legality and placed on file in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 20_____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, GIBSON-MCELHANEY, KALB, KAPLAN, GALLO, SCHAAF, REID and PRESIDENT KERNIGHAN

NOES -

ABSENT -

ABSTENTION -

ATTEST _____

LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California