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OFFICE OF THE CITY CLERK
OAKLAND

2013 MAR 27 PM 4:08

AGENDA REPORT

TO: DEANNA J. SANTANA
CITY ADMINISTRATOR

FROM: Vitaly B. Troyan, P.E.

SUBJECT: Lake Merritt Channel Improvement at
10th Street

DATE: February 7, 2013

City Administrator
Approval

Date:

3/26/13

COUNCIL DISTRICT: 2

RECOMMENDATION

Staff recommends that the City Council adopt the following resolutions:

- 1) Resolution Awarding a Construction Contract for the Lake Merritt Channel Improvement at 10th Street (Project No. C277110) to Gordon N. Ball, Inc., the Lowest Responsive and Responsible Bidder, in the Amount of Fourteen Million Eight Hundred Four Thousand Four Hundred Seventy Five Dollars and Ninety Cents (\$14,804,475.90) in Accord with the Project Plans and Specifications and the Contractor's Bid.
- 2) Resolution Authorizing the City Administrator to Enter into an Agreement By and Between the City of Oakland and the East Bay Municipal Utility District for Construction of a 30-Inch Water and an 8-Inch Recycled Water Main Relocation as Part of the Lake Merritt Channel Improvement at 10th Street (Project No. C277110), in the Amount of One Million One Hundred Seventy Thousand Dollars (\$1,170,000.00).

OUTCOME

Approval of the first resolution will authorize the City Administrator to execute a construction contract with Gordon N. Ball, Inc. in the amount of \$14,804,475.90 for the Lake Merritt Channel Improvement at 10th Street Project. The work is located in Council District 2 as shown in *Attachment A*.

Approval of the second resolution will authorize the City Administrator to enter into an agreement with the East Bay Municipal Utility District (EBMUD) to reimburse the City for construction of a 30-inch water main and an 8-inch recycled water main for a total amount of \$1,170,000.00 as part of the Lake Merritt Channel Improvement at 10th Street Project.

Item: _____
Public Works Committee
April 9, 2013

The Lake Merritt Channel Improvement at 10th Street project is a significant, signature element in the implementation of the goals of Measure DD, the Oakland Trust for Clean Water and Safe Parks bond measure. The project will complement the recently completed bridges and channel widening at 12th Street and improve water quality and recreational opportunities at Lake Merritt.

BACKGROUND/LEGISLATIVE HISTORY

On January 31, 2013, the City Clerk received four bids for this project in the amount of \$14,804,475.90, \$15,372,530.00, \$16,460,238.40, and \$16,692,389.65 as shown in **Attachment B**. Gordon N. Ball, Inc. is deemed the lowest responsive and responsible bidder and therefore is recommended for the award. The Engineer's estimate for the work is \$14,500,000.00.

Contractor	Bid Amount
Engineer's Estimate	\$14,500,000.00
Gordon N. Ball, Inc.	\$14,804,475.90
Proven Management, Inc.	\$15,372,530.00
McGuire and Hester	\$16,460,238.40
Gallagher & Burk/Disney Construction, Inc.	\$16,692,389.65

This project was previously bid on November 15, 2012; however the City received a bid protest, and all four bids exceeded the Engineer's estimate by a wide margin. In consultation with the City Attorney's Office, staff determined that it was in the City's best interest to rebid the project.

Funding for the Lake Merritt Channel Improvement at 10th Street project is provided by Measure DD, and grants from the State Coastal Conservancy, the California Natural Resources Agency, and EBMUD.

ANALYSIS

The contract specifies \$5,000 in liquidated damages per calendar day if the contract is not completed within 520 working days. Construction is scheduled to begin in June 2013 and be completed by December 2015. The project schedule is shown in **Attachment B**. The State Natural Resources Agency requires that the contract be completed May 1, 2016, to remain eligible for reimbursement.

Because of the complexity of the project and the need for specialized subcontractors an availability study was conducted and the Local Business Requirement goal was set at 28% Local/Small Local Business Enterprise (L/SLBE) participation (14% LBE and 14% SLBE). This reflects the local market capacity for the work required under this contract. Under the proposed contract with Gordon N. Ball, Inc., the LBE/SLBE participation of 29.80% exceeds the 28.00% LBE/SLBE requirement. The LBE/SLBE information has been verified by the Social Equity Division of the Department of Contracting and Purchasing, and is shown in **Attachment C**.

Staff has reviewed the submitted bid for this work and has determined that the bid is reasonable reflecting the current construction climate.

To construct this project, EBMUD is required to relocate two water mains. EBMUD has requested that the City remove the two existing facilities and construct the two new mains in conjunction with the City's project to prevent delays to the overall construction schedule. EBMUD agrees to reimburse the City for up to \$1,170,000.00 including a 20% contingency as described in *Attachment D*.

PUBLIC OUTREACH/INTEREST

Businesses, schools, and residents in the area will be notified by the City regarding construction activities, schedule, and the key contact person in advance of any construction.

COORDINATION

The project has been coordinated with the following agencies:

- Peralta Community College District (PCCD) for right of entry permit and for coordination with ongoing PCCD projects.
- Oakland Unified School District (OUSD) for coordination with ongoing OUSD projects.
- Alameda County Flood Control and Water Conservation District.
- United States Army Corps of Engineers (ACOE).
- California Department of Fish and Game (CDFG).
- California Regional Water Quality Control Board (RWQCB).
- East Bay Municipal Utility District (EBMUD) for water conservation and utility relocation work under this contract; shown in *Attachment D*.
- All Utility companies for utility relocation work using their own forces.
- Transportation Services Division of the Public Works Agency for traffic control impact.
- City of Oakland Planning and Zoning Division for a Creek Protection Permit.
- City of Oakland Planning for Lake Merritt BART Station Area Specific Study.
- PWA-Infrastructure and Operations and PWA-Facilities and Environment for maintenance requirements.
- AC Transit for bus stop relocations.

In addition, the Office of the City Attorney and the City Budget Office reviewed this report and resolutions.

COST SUMMARY/IMPLICATIONS

Approval of these two resolutions will authorize the City Administrator to execute a construction contract with Gordon N. Ball, Inc. in the amount of \$14,804,475.90 and enter into an agreement with EBMUD in the amount of \$1,170,000.00 to reimburse the City for water main relocation work.

1. AMOUNT OF RECOMMENDATION/COST OF PROJECT:

The Engineer's estimate for this project is \$14,500,000.00.

The contractor bid price is \$14,804,475.90

2. COST ELEMENTS OF AGREEMENT/CONTRACT: \$1,170,000.00

3. SOURCE OF FUNDING:

FUNDING SOURCE	AMOUNT
Measure DD Fund (5321); Engineering Design: Streets & Structures Organization (92242); Street Construction Account (57411); Project C395610	\$9,000,000.00
Measure DD Fund (5321); Engineering Design: Streets & Structures Organization (92242); Street Construction Account (57411); Project (C393410)	\$1,354,475.90
State Coastal Conservancy (Proposition 50) Grant Fund (2159); Engineering Design: Streets & Structures Organization (92242); Street Construction Account (57411); Project C393330	\$1,800,000.00
State of California – Natural Resources Agency Fund (2159); Engineering Design: Streets & Structures Organization (92242); Street Construction Account (57411); Project C395620	\$1,750,000.00
EBMUD Water Main Relocation Agreement Fund (TBD); Engineering Design: Streets & Structures Organization (92242); Street Construction Account (57411); Project (TBD)	\$900,000.00
TOTAL FUNDS	\$14,804,475.90

4. FISCAL IMPACT:

Approval of these resolutions will authorize the City Administrator to award a construction contract to Gordon N. Ball, Inc. in the amount of \$14,804,475.90 and enter into an agreement with EBMUD in the amount of \$900,000.00 for water main relocation work.

The City successfully sought and obtained State Natural Resources Agency funds in the amount of \$2,000,000.00 for this project. The \$250,000.00 not allocated for construction costs will be used for other "soft" costs of the project.

The City is currently responsible for maintenance of this existing channel crossing and associated landscaping. The maintenance responsibility will continue; however, a 36 month plant establishment period is included under this contract.

PAST PERFORMANCE, EVALUATION AND FOLLOW-UP

Gordon N. Ball, Inc. has not performed any work with the City of Oakland and as such there is no past performance evaluation on file for this contractor

SUSTAINABLE OPPORTUNITIES

Economic: In general, this project will enhance the physical appearance of the Lake Merritt Channel and provide connection with other channel projects (such as the nearly complete 12th Street Reconstruction project), which will attract more visitors to the neighborhood and promote the potential for further economic development in the area.

Environmental: The proposed removal of multi-box culverts along the widened Lake Merritt Channel will significantly improve the natural tidal circulation into Lake Merritt and enhance wildlife habitat and water quality. Low oxygen levels in Lake Merritt are a major water quality impairment that will be mitigated by this. In addition, the proposed design includes enhanced pathway connections to provide better access to open spaces along the channel and to the lake.

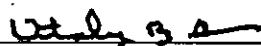
Social Equity: The proposed pathways will provide better access to the new playground area which will be installed at a more accessible location, providing good visibility and becoming more inviting to all users. Also, the proposed pathway enhancements will provide additional access to the eastern side of the Lake Merritt Channel, complementing a shoreline park that will be created to include new recreational elements. In addition, direct pedestrian, bicycle, and small boat access connections from Lake Merritt along the Peralta and Lake Merritt Channel Parks will be provided by this and future projects, allowing improved and easy access to the Bay Trail and waterfront and increasing the social connection between these neighborhoods.

CEQA

An Environmental Assessment and an Environmental Impact Statement was approved by Council April 1, 2008.

For questions regarding this report, please contact Gus Amirzehni, Engineering Design and Right-of-Way Manager, 510-238-6601.

Respectfully submitted,



VITALY B. TROYAN, P.E.
Director, Public Works Agency

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

Reviewed by:
Gus Amirzehni, P.E., Engineering Design and R.O.W.
Manager

Prepared by:
Jaime Heredia, P.E., Supervising Civil Engineer
Engineering Design and R.O.W. Management Division

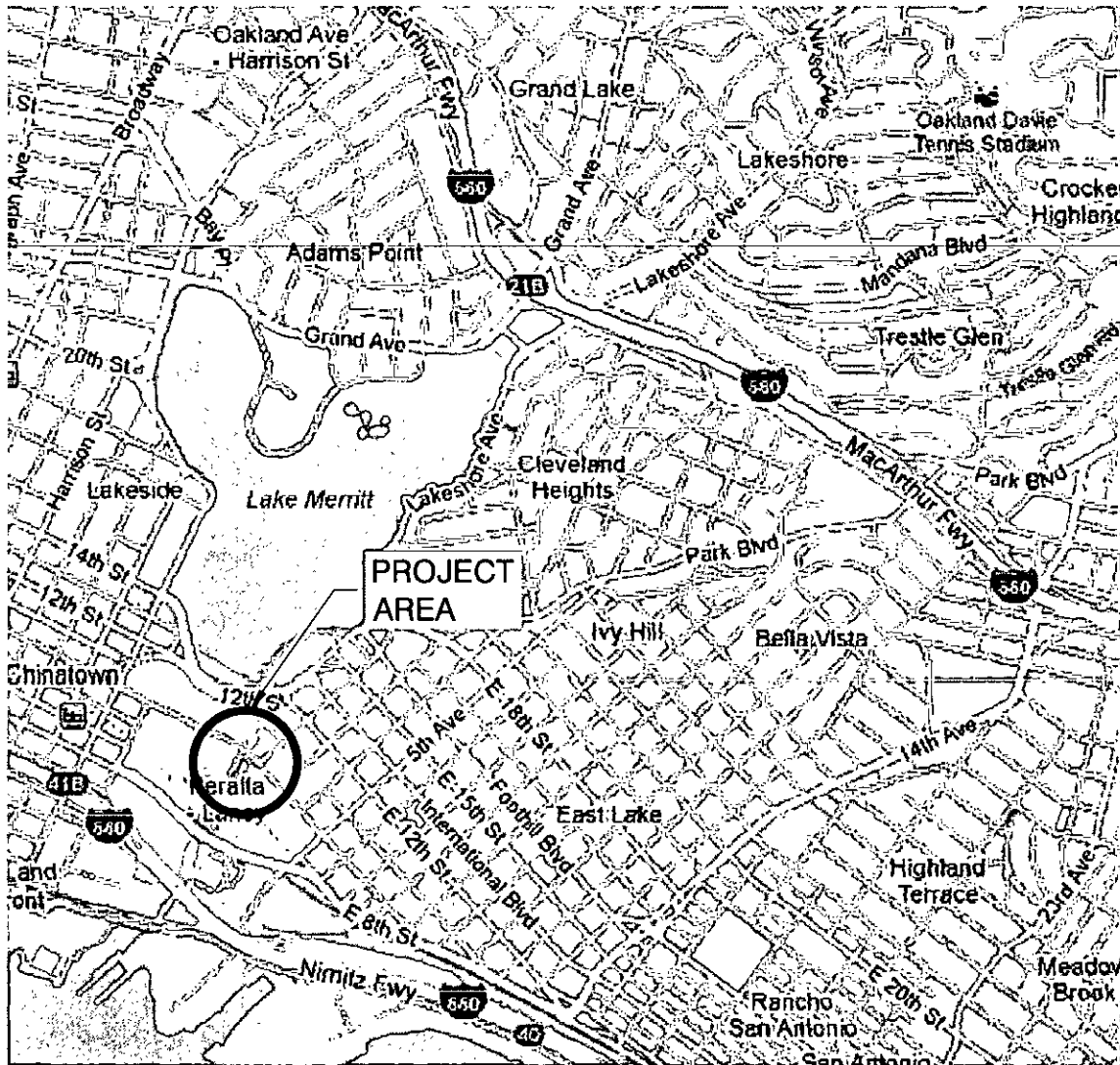
Attachments:

- Attachment A - Project Location Map
- Attachment B - List of Bidders and Project Construction Schedule
- Attachment C - Contracts & Compliance Unit Compliance Evaluation
- Attachment D - EBMUD Agreement

ATTACHMENT A
PROJECT LOCATION MAP

Attachment A

Lake Merritt Channel Improvement at 10th Street (Project No. C277110)



ATTACHMENT B
BID RESULTS AND PROJECT SCHEDULE

Attachment B

Lake Merritt Channel Improvement at 10th Street (Project No. C277110)

Bid Results:

Contractor	Bid Amount
Gordon N. Ball, Inc.	\$14,804,475.90
Proven Management, Inc.	\$15,372,530.00
McGuire and Hester	\$16,460,238.40
Gallagher & Burk/Disney Construction, Inc.	\$16,692,389.65

Engineer's Estimate: \$14,500,000.00

Project Schedule:

ID	Task Name	Duration	Start	Finish	2013				2014				2015			
					Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	
1	Lake Merritt Channel Improvement at 10th St. (Project No. C277110)	654 days	Thu 1/31/13	Tue 8/4/15	[Gantt Chart Area]											
2	Bid Opening	1 day	Thu 1/31/13	Thu 1/31/13												
3	Contract Award	53 days	Fri 2/1/13	Tue 4/16/13												
4	Contract Execution	20 days	Wed 4/17/13	Tue 5/14/13												
5	Construction	580 days	Wed 5/15/13	Tue 8/4/15												

ATTACHMENT C
COMPLIANCE REPORT



INTER OFFICE MEMORANDUM

TO: Jose Martinez
CIP Coordinator

FROM: Deborah Barnes *Deborah Barnes*

SUBJECT: Compliance Analysis
Lake Merritt Channel Improvement at 10th Street
Project No. C277110

DATE: February 6, 2013

City Administrator's Office, Contracts and Compliance Unit reviewed four (4) bids in response to the above referenced project. At the request of the issuing agency Contracts and Compliance performed an availability analysis and determined that there were not enough certified firms to meet the 50% L/SLBE requirement. Therefore, per the Program the requirement was decreased from 50% to 28%. Below is the outcome of the compliance evaluation for the minimum 28% Local and Small Local Business Enterprise (L/SLBE) participation requirement, a preliminary review for compliance with the Equal Benefits Ordinance (BBC), 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	
Gordon N. Ball, Inc.	\$14,804,475.90	29.80%	3.15%	12.22%	14.32%	100%	29.60%	2%	\$14,508,386.38	Y

Comments: As noted above, Gordon N. Ball, Inc. met and/or exceeded the minimum 28% L/SLBE participation requirement. The firm is EBO compliant.

*Proposed VSLBE/LPG participation is valued at 7.16%, however per the L/SLBE Program a VSLBE/LPG's participation is double counted towards meeting the requirement. Therefore, the VSLBE/LPG value for Gordon N. Ball, Inc. is 14.32%.

Non-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	Trucking	Total Credited participation	Earned Bid Discounts	Adjusted Bid Amount	Adjusted Bid Amount	
Proven Management	\$15,372,530.00	25.03%	2.67%	22.36%	0.00%	100%	0%	0%	0%	0%	Y
McGuire & Hester	\$15,460,238.40	60.29%	46.68%	11.79%	1.82%	100%	0%	0%	0%	0%	Y
Gallagher & Burk-Disney	\$16,692,389.65	21.14%	2.40%	15.04%	3.71%	75%	0%	0%	0%	0%	N

Comments: As noted above, Proven Management, failed to meet the minimum 28% L/SLBE participation requirement. Based on the above all firms are deemed non-responsive. Gallagher & Burk-Disney is not EBO compliant. * McGuire & Hester and Gallagher & Burk-Disney's proposed VSLBE/LPG participation values were .91% and 1.85% respectively however, per the L/SLBE Program a VSLBE/LPG's participation is double counted towards meeting the requirement. Therefore, the VSLBE/LPG values for McGuire & Hester and Gallagher & Burk-Disney is 1.82% and 3.71%.

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: Gordon N. Ball
 Project Name:
 Project No.

50% Local Employment Program (LEP)

Was the 50% LEP Goal achieved?	NA	If no, shortfall hours?	NA
Were all shortfalls satisfied?	NA	If no, penalty amount	NA

15% Oakland Apprenticeship Program

Was the 15% Apprenticeship Goal achieved?	NA	If no, shortfall hours?	NA
Were shortfalls satisfied?	NA	If no, penalty amount?	NA

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	50% Local Employment Program (LEP)							15% Apprenticeship Program				
	Core Workforce Hours Deducted	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
NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Comments: There is no Local Employment or 15% Apprenticeship data for this firm. The firm has not had a previous City of Oakland project.

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

City Administrator's Office



Contracts and Compliance Unit

PROJECT EVALUATION FORM

PROJECT NO.: C277110

PROJECT NAME: Lake Merritt Channel Improvement at 10th Street-Rebid

CONTRACTOR: Gordon N. Ball, Inc.

Engineer's Estimate:
\$14,600,000

Contractors' Bid Amount
\$14,804,475.90

Over/Under Engineer's Estimate
-\$304,476.90

Discounted Bid Amount
\$14,508,386.38

Amount of Bid Discount
\$296,089.62

Discount Points:
2%

1. Did the 28% local/small local requirements apply? **YES**
2. Did the contractor meet the 28% requirement? **YES**
- a) % of LBE participation **3.17%**
 - b) % of SLBE participation **12.30%**
 - c) % of VSLBE participation **14.32%**
3. Did the contractor meet the Trucking requirement? **YES**
- a) Total SLBE/LBE trucking participation **100%**
4. Did the contractor receive bid discounts? **YES**
- (If yes, list the percentage received) **2%**

5. Additional Comments.

*Proposed VSLBE/LPG participation is valued at 7.16%, however per the L/SLBE Program a VSLBE/LPG's participation is double counted towards meeting the requirement. Therefore the VSLBE/LPG value is 14.32%.

6. Date evaluation completed and returned to Contract Admin./Initiating Dept.

2/6/2013

Date

**Reviewing
Officer:**

Vincent Duran

Date: 2/6/2013

Approved By:

Shelley Darenburg

Date: 2/8/2013

LBE/SLBE PARTICIPATION BIDDER 1

Project Name:		Lake Merritt Channel Improvement at 10th Street-Rebid											
Project No.:		Engineers Est:					Under/Over Engineers Estimate:						
C277110		14,500,000					-304,478						
Discipline	Prims & Subs	Location	Cert. Status	LBE 14%	SLBE 14%	*VSLBE/PG double counted value	Total	L/SLBE	Total	TOTAL	For Tracking Only		
							LBE/SLBE	Trucking	Trucking	Dollars	Ethn.	MBE	WBE
PRIME	Gordon N. Ball, Inc.	Alamo	UB							7,390,740.90	C		
Shoring	Avar	Fremont	UB							127,050	C		
Electrical	Ray's Electric	Oakland	CB		359,000		359,000			359,000	C		
Landscape	RMT Landcape	Oakland	CB		182,298		182,298			182,298	H	182,298	
Prestressing	Schwager Davis	San Jose	UB							143,597	C		
Rebar	Conoco	Concord	UB							658,183	C		
Piling	Foundation Constructors	Oakley	UB							2,614,000	C		
Cellular Cone.	CellCrete	Hayward	UB							229,538	C		
Exc., Backfill	D-One Constructors, Inc.	Oakland	CB			888,000	888,000			888,000	H	888,000	
Trucking	S&S Trucking	Oakland	CB		1,280,000		1,280,000	1,280,000	1,280,000	1,280,000	H	1,280,000	
Buy AB	S&S Trucking	Oakland	UB							35,000			
Buy Concrete	Right Away	Oakland	CB	450,000			450,000			450,000	C		
Buy AC	Gallagher & Burk	Oakland	CB			173,938	173,938			173,938	C		
Const Supplies	Level Supply	Oakland	CB	20,000			20,000			20,000	C		
Arborist	Mountain F. Ent	Lotus	UB							36,000	C		
Strip/Sign	Uneatkm Markings	Oakland	UB							19,155	C		
Project Totals				\$470,000	\$1,821,298	\$1,059,938	\$3,351,232	\$1,280,000	\$1,280,000	\$14,804,475.90		2,346,298	\$0
				3.17%	12.30%	14.32%	29.80%	100%	100%	100%		15.88%	0%
Requirements: The 50% requirements is a combination of 25% LBE and 25% SLBE participation. An SLBE firm can be counted 100% towards achieving 50% requirements. A LPGVSLBE's participation is double counted toward meeting the requirements.											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		
LSE = Local Business Enterprise SLBE = Small Local Business Enterprise Total LBE/SLBE = All Certified Local and Small Local Businesses NPLBE = NonProfit Local Business Enterprise NPSLBE = NonProfit Small Local Business Enterprise						UB = Uncertified Business CB = Certified Business MBE = Minority Business Enterprise WBE = Women Business Enterprise							

City Administrator's Office



Contracts and Compliance Unit

PROJECT EVALUATION FORM

PROJECT NO.: C277110

PROJECT NAME: Lake Merritt Channel Improvement at 10th Street-Rebid

CONTRACTOR: Proven Management, Inc.

<u>Engineer's Estimate:</u> \$14,500,000	<u>Contractors' Bid Amount</u> \$15,372,530.00	<u>Over/Under Engineer's Estimate</u> -\$872,530.00
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<u>Discounted Bid Amount:</u> \$0	<u>Amount of Bid Discount</u> \$0	<u>Discount Points:</u> 0%
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1. Did the 28% local/small local requirements apply? **YES**
2. Did the contractor meet the 28% requirement? **NO**
 - a) % of LBE participation **2.67%**
 - b) % of SLBE participation **22.36%**
 - c) % of VSLBE participation **0%**
3. Did the contractor meet the Trucking requirement? **YES**
 - a) Total SLBE/LBE trucking participation **100%**
4. Did the contractor receive bid discounts? **NO**

(If yes, list the percentage received) **0%**

5. Additional Comments.

Contractor failed to meet the minimum 28% L/SLBE participation requirement with 2.97% L/SLBE shortfall. Therefore, they are deemed non-responsive.

6. Date evaluation completed and returned to Contract Admin./Initiating Dept.

2/6/2013

Date

**Reviewing
Officer:**

Vivian Jam

Date: 2/6/2013

Approved By:

Shelley Darenberg

Date: 2/6/2013

LBE/SLBE PARTICIPATION

BIDDER 2

Project Name: Lake Merritt Channel Improvement at 10th Street-Rebid													
Project No.: C277110		Engineers Est: 14,800,000					Under/Over Engineers Estimate: -872,530						
Discipline	Prime & Subs	Location	Cert. Status	LBE 14%	SLBE 14%	VSLBE/LPG double counted value	Total	USLBE	Total	TOTAL	For Tracking Only		
							LBE/SLBE	Trucking	Truckiag	Dollars	Ethn.	MBE	WBE
PRIME	Proven Management, Inc.	SF	UB							6,799,530	C		
Trucking	S & S Trucking	Oakland	CB		250,000		250,000	250,000	250,000	250,000	H	250,000	
Demolition	Dskey Oemolition	Oakland	CB		200,000		200,000			20,000	O		
Post	Schwager Davis	San Jose	UB							142,000	NL		
Electrical	Steiny	Vallejo	UB							350,000	NL		
Cellular Concrete	Cell-Crete	Hayward	UB							230,000	C		
Concrete Pumping & Supply	Cal-Con	Oakland	CB	410,000			410,000			410,000	C	410,000	
Concrete Flat Work	AJW Construction	Oakland	CB		138,000		138,000			138,000	H	138,000	
Landscape	Green Growth	Citrus Heights	UB							158,000	NL		
Pile Driver & Street Steel	Foundation Constructors	Oakley	UB							3,980,000	NL		
UG Utilities, Earth Work & Paving	JML Engineering & Construction, Inc.	Oakland	CB		2,850,000		2,850,000			2,850,000	NL		
Tree Work	Mountain Enterprises	Lotus	UB							45,000			
Project Totals				\$410,000	\$3,438,000	\$0	\$3,848,000	\$250,000	\$250,000	\$15,372,530		\$798,000	0
				2.67%	22.36%	0%	25.03%	100%	100%	100%		5.19%	0.00%
Requirements: The 50% requirements is a combination of 25% LBE and 25% SLBE participation. An SLBE firm can be counted 100% towards achieving 50% requirements. A LPG/VSLBE's participation is double counted toward meeting the requirements.											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		
LBE = Local Business Enterprise SLBE = Small Local Business Enterprise Total LBE/SLBE = All Certified Local and Small Local Businesses NPLBE = NonProfit Local Business Enterprise NPSLBE = NonProfit Small Local Business Enterprise											UB = Uncertified Business CB = Certified Business MBE = Minority Business Enterprise WBE = Women Business Enterprise		

City Administrator's Office



Contracts and Compliance Unit

PROJECT EVALUATION FORM

PROJECT NO.: C277110

PROJECT NAME: Lake Merritt Channel Improvement at 10th Street-Rebid

CONTRACTOR: McGuire and Hester

<u>Engineer's Estimate:</u> \$14,500,000.00	<u>Contractors' Bid Amount</u> \$15,460,238.40	<u>Over/Under Engineer's Estimate</u> -\$960,238.40
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<u>Discounted Bid Amount:</u> \$0.00	<u>Amount of Bid Discount</u> \$0.00	<u>Discount Points:</u> 0.00%
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1. Did the 28% local/small local requirements apply? **YES**

2. Did the contractor meet the 28% requirement? **NO**
 - a) % of LBE participation **46.68%**
 - b) % of SLBE participation **11.79%**
 - c) % of VSLBE participation ***1.82%**

3. Did the contractor meet the Trucking requirement? **YES**
 - a) Total SLBE/LBE trucking participation **100.00%**

4. Did the contractor receive bid discounts? **NO**

(If yes, list the percentage received) **0.00%**

5. Additional Comments.

Proposed VSLBE/LPG participation is valued at .91%, however per the L/SLBE Program a VSLBE/LPG's participation is double counted towards meeting the requirement. Firm failed to meet the minimum 28% L/SLBE participation requirement.

6. Date evaluation completed and returned to Contract Admin./Initiating Dept

2/6/2013

Date

Reviewing

Officer:

[Signature]

Date:

2/6/2013

Approved By:

Shelley Daenleburg

Date:

2/6/2013

LBE/SLBE PARTICIPATION BIDDER 3

Project Name: Lake Merritt Channel Improvement at 10th Street-Rebid													
Project No.: C277110		Engineers Est. 1,998,826.00					Under/Over Engineers Estimate: -13,461,412.40						
Discipline	Prime & Subs	Location	Cert. Status	LBE 14%	SLBE 14%	*VSLBE/PG double counted value	Total	L/SLBE	Total	TOTAL	For Tracking Only		
							LBE/SLBE	Trucking	Trucking	Dollars	Ethn.	MBE	WBE
PRIME	McGuire and Hester	Oakland	CB	7,216,074.40			7,216,074.40			7,216,074.40	C		
Clear & Trucking	DeKey Demolition	Oakland			29,500		29,500			29,500	C		
	S & S Trucking	Oakland	CB		1,405,000		1,405,000	1,405,000	1,405,000	1,405,000	H	1,405,000	
Striping/Sign	Lineation Markings	Oakland	UB							19,155	C		
	Tamp. wall	Fremont	UB							100,000	C		
Cellular Concrete	Cell-Crete	Hayward	UB							229,538	C		
	Golden Bay												
Rail	Fence	Stockton	UB							378,235	C		
Pre Stress	Swchager Davis	San Jose	UB							142,597	C		
Rebar	Harris Salinas	Livermore	UB							712,297	C		
Asphalt	Gallager & Burk	Oakland	CB			141,000	141,000			141,000	C		
Electrical	Ray's Electric	Oakland	CB		389,000		389,000			389,000	C		
Piling/Edulex/Concrete	Foundation Constructors	Oakley	UB							3,957,842	C		
Concrete Steel Pipe	Cemox	Oakland	UB							410,000	C		
	Jirco	Livermore	UB							330,000	NL		
Project Totals				\$7,216,074	\$1,823,500	\$141,000	\$9,180,574	\$1,405,000	\$1,405,000	\$15,460,238.40		1,405,000	\$0
				46.68%	11.79%	1.82%	60.29%	100%	100%	100%		9.09%	0%
Requirements: The 50% requirement is a combination of 25% LBE and 25% SLBE participation. An SLBE firm can be counted 100% towards achieving 50% requirements. A LBE/SLBE's participation is double counted toward meeting the requirements.											AI = Asian Indian AP = Asian Pacific C = Caucasian N = Hispanic NA = Native American O = Other NL = FIM Listed MO = Multiple Ownership		
LBE = Local Business Enterprise SLBE = Small Local Business Enterprise Total LBE/SLBE = All Certified Local and Small Local Businesses NPLBE = Non-Profit Local Business Enterprise NPSLBE = Non-Profit Small Local Business Enterprise						UB = Uncertified Business CB = Certified Business MBE = Minority Business Enterprise WBE = Women Business Enterprise							

City Administrator's Office



Contracts and Compliance Unit

PROJECT EVALUATION FORM

PROJECT NO.: C277110

PROJECT NAME: Lake Merritt Channel Improvement at 10th Street-Rebid

CONTRACTOR: Gallagher & Burk-Disney

<u>Engineer's Estimate:</u> \$14,500,000	<u>Contractors' Bid Amount</u> \$16,692,389.65	<u>Over/Under Engineer's Estimate</u> -\$2,192,389.65
---	---	--

<u>Discounted Bid Amount:</u> \$0.00	<u>Amount of Bid Discount</u> \$0.00	<u>Discount Points:</u> 0%
---	---	-------------------------------

- 1. Did the 28% local/small local requirements apply? YES
- 2. Did the contractor meet the 28% requirement? NO
 - a) % of LBE participation 2.40%
 - b) % of SLBE participation 15.04%
 - c) % of VSLBE participation *3.71
- 3. Did the contractor meet the Trucking requirement? YES
 - a) Total SLBE/LBE trucking participation 100%
- 4. Did the contractor receive bid discounts? NO
 - (If yes, list the percentage received) 0%

5. Additional Comments.

*Proposed VSLBE/LPG participation is valued at 1.85%, however per the L/SLBE Program a VSLBE/LPG's participation is double counted towards meeting the requirement. Firm failed to meet the 28% L/SLBE requirement with a 6.85% shortfall.

6. Date evaluation completed and returned to Contract Admin./Initiating Dept.

2/6/2013

Date

Reviewing Officer:

Date: 2/6/2013

Approved By:

Date: 2/6/2013

LBE/SLBE PARTICIPATION BIDDER 4

Project Name: Lake Merritt Channel Improvement at 10th Street-Rebid													
Project No.: C277110		Engineers Est: 14,500,000					Under/Over Engineers Estimate: -2,192,390						
Discipline	Prime & Subs	Location	Cert. Status	LBE 14%	SLBE 14%	*VSLBE/LPG double counted value	Total	USLBE	Total	TOTAL	For Tracking Only		
							LBE/SLBE	Trucking	Trucking	Dollars	Ethn.	MBE	WBE
PRIME	Gallagher & Burk-Disney	Oakland	UB							10,717,271.65	C		
Cellular Concrete	Cell-Crete Corporation	Hayward	UB							247,000	C		
Minor Concrete	AJW Construction	Oakland	CB		133,000		133,000			133,000	H	133,000	
Electrical	Ray's Electric	Oakland	CB		1,300,000		1,300,000			1,300,000	C		
Haz Mat Roadside Signs/Striping	Pacific States	Dublin	UB							5,000			
	Lineation Markings	Oakland	UB							26,350	C		
Trucking	S&S Trucking	Oakland	CB		200,000		200,000	200,000	200,000	200,000	H	200,000	
Trucking	Monroe Trucking	Oakland	CB			100,000	100,000	100,000	100,000	100,000	AA	100,000	
AC Material	Gallagher & Burk, Inc.	Oakland	CB			133,000	133,000			133,000	C		
Trucking	Double D Transport&km	Hayward	UB						100,000	100,000	NL		
Tree Trimming/Arborist Furnish, Form and Place	DeKay Demolition	Oakland	CB		6,100		6,100			6,100	O		
Concrete	D-Une Constructors	Oakland	CB		200,000		200,000			200,000	H	200,000	
Concrete Supply	Central Concrete	Oakland	CB	400,000			400,000			400,000	C		
Stressing	SDI	San Jose	UB							143,650	NL		
Rebar	Alamillo Rebar Inc.	Marine Island	UB							648,215	NL		
Anit-Graffiti Coating	City W de Painting	Oakland	CB			76,270	76,270			76,270	AP	76,270	
Pile Supply	Kie-Con Inc.	Antioch	UB							256,338	NL		
Pile-Supply	Skyline steel	Sacramento	UB							800,000	NL		
Structural Steel	Forem Metal Mfg	Oakland	UB							132,000	NL		
	Redwood Painting Company, Inc.	Pittsburg	UB							132,000	NL		
Paint	RMT Landscape	Oakland	CB		153,095		153,095			153,095	H	153,095	
Landscape	DeKay Demolition	Oakland	CB		418,000		418,000			418,000	O		
Demolition	Williams Trucking	Oakland	CB		100,000		100,000			100,000	AA	100,000	
Trucking		San Leandro	UB							158,100	NL		
Metal Rail	GX Construction	Leandro	UB							107,000	NL		
Metal Guard Rail	Olivera Fence, Inc.	Santa Clara	UB							107,000	NL		
Project Totals				\$400,000	\$2,510,195	\$309,270	\$3,219,465	\$300,000	\$400,000	\$16,692,389.65		5962,365	\$0
				2.40%	15.04%	3.71%	19.29%	75%	100%	100%		5.77%	0%
Requirements: The 50% requirements is a combination of 25% LBE and 25% SLBE participation. An SLBE firm can be counted 100% towards achieving 50% requirements. A LPBA/SLBE's participation is double counted toward meeting the requirements.											AI = Asian Indian AP = Asian Pacific C = Caucasian N = Hispanic MA = Native American O = Other NL = Not Listed MO = Multiple Ownership		
LBE = Local Business Enterprise SLBE = Small Local Business Enterprise Total LBE/SLBE = All Certified Local and Small Local Businesses NPLBE = NonProfit Local Business Enterprise NPSLBE = NonProfit Small Local Business Enterprise				UB = Uncertified Business CB = Certified Business MBE = Minority Business Enterprise WBE = Women Business Enterprise									

ATTACHMENT D
EBMUD AGREEMENT

**AGREEMENT BY AND BETWEEN THE CITY OF OAKLAND AND THE
EAST BAY MUNICIPAL UTILITY DISTRICT FOR CONSTRUCTION OF A 30-INCH
WATER AND AN 8-INCH RECYCLED WATER MAIN RELOCATION IN 10th
STREET**

THIS AGREEMENT FOR CONSTRUCTION OF A 30-INCH WATER AND 8-INCH RECYCLED WATER MAIN RELOCATION ALONG 10th STREET (“Agreement”) is made and entered into this ____ day of _____, 2013, by and between the EAST BAY MUNICIPAL UTILITY DISTRICT (“EBMUD”), a municipal utility district organized and existing under the laws of the State of California and the CITY OF OAKLAND, a public body, corporate and public (“City”).

RECITALS

WHEREAS, the City is engaged in the Lake Merritt Channel Improvement at 10th Street to be located on 10th Street at the Lake Merritt Channel in the City of Oakland, hereinafter called the “PROJECT”;

WHEREAS, the construction of the PROJECT necessitates the relocation of EBMUD’s existing 30-inch and 8-inch diameter mains in 10th Street;

WHEREAS, as required by law under certain circumstances, EBMUD is responsible to relocate its facilities to accommodate public street improvements projects;

WHEREAS, EBMUD has requested that the City construct approximately 680 feet of new 30-inch water and 620 feet of 8-inch recycled water mains and remove the existing mains (“MAINS”), in conjunction with the City’s PROJECT,

WHEREAS, EBMUD designed the MAINS as detailed in Attachment A;

WHEREAS, the City and EBMUD recognize that a timely and cost-effective way for execution of the PROJECT is for the City to require its contractor to construct the MAINS, in coordination with and subject to inspection and approval by EBMUD,

WHEREAS, EBMUD and the City see mutual benefit in consolidating construction of the MAINS and the City’s PROJECT, and CITY included requirements for construction of the MAINS as separate line items No. 98 and 99 in its bid sheet as detailed in Attachment B, which requires construction of the MAINS in conjunction with the roadway improvement work, contained in the PROJECT;

WHEREAS, City has opened bids for PROJECT and will award a construction contract (the “CONTRACT”) to the low bidder for \$14,804,476, which includes a total bid price of \$900,000, as detailed in Attachment B, for construction of the MAINS including mobilization and traffic control,

WHEREAS, City requires that EBMUD pay for the cost of MAINS construction, EBMUD agrees to reimburse City for up to \$1,170,000 for MAINS construction and related costs as detailed in Paragraph 4 of the Agreement;

WHEREAS, the EBMUD Board of Directors authorized this agreement by Motion Number _____ on _____, 2013.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the City and EBMUD mutually agree as follows:

1. Contract Administration. The City shall administer the CONTRACT and shall provide the PROJECT interface with the contractor. The City and EBMUD shall consult on contract issues pertaining to the installation of the MAINS. Based on the EBMUD inspector's reports, the City shall review, approve, and process progress payments for construction of the MAINS.
2. Inspection. EBMUD, for all work related to the MAINS, shall review all submittals, provide plant inspection, and provide field inspection. EBMUD's inspector shall advise the City's construction manager on progress of the MAINS construction, including acceptance.
3. Construction Management. The City shall be responsible for the PROJECT, and shall provide overall construction management for the PROJECT, including coordination of required work on the MAINS. The City shall manage the construction schedule such that the MAINS can be installed and placed in service within one year from the date that the existing service is disconnected for required work of the MAINS.
4. Scope of Work, Costs, and Contingencies. The diameters and alignments of MAINS, which totals an estimated 1,300 lineal feet, are detailed in Attachment A. The total construction bid cost for MAINS is \$900,000 as detailed in Attachment B. The location of MAINS is based on the City's improvement plans for 10th Street. In coordination with EBMUD, and subject to EBMUD's approval, the location may need to be adjusted based on unforeseen underground utilities found in the street during construction of the MAINS. EBMUD shall reimburse the City for additional costs associated with adjusting the location of MAINS deemed necessary by City and EBMUD. The total construction costs for MAINS shall not exceed \$1,170,000 without further advanced written approval by EBMUD, which approval shall not be unreasonably withheld; Included in said amount is the \$900,000 bid cost (as detailed on Attachment B), \$180,000 as a (20 percent) change order contingency, in the event of changed site conditions or if a greater length of MAINS relocation is required, and \$90,000 (10 percent) for compensation to the City for costs related to contract administration and management of bid items detailed on Attachment B only.
5. Payments for MAINS. EBMUD shall reimburse the City for costs as delineated above, in accordance with this Agreement. Upon commencement of construction, the City shall

submit to EBMUD progress invoices documenting actual costs incurred by the Contractor for the MAINS construction. EBMUD shall reimburse the City for the costs set forth in the invoice within 30 days of the date a proper invoice is mailed to EBMUD by the City. Within 60 days of EBMUD's final acceptance of the MAINS construction, the City shall submit to EBMUD a final invoice. EBMUD shall reimburse the City for the costs set forth in a proper final invoice within 30 days of the date the final invoice is mailed by the City. EBMUD shall have no obligation to the City for any other PROJECT costs. In the event that the final cost of the MAINS is less than the estimated cost of \$900,000, EBMUD shall not be obligated to pay the City more than the actual cost of MAINS and if EBMUD pays more than the actual cost of the MAINS the City will reimburse EBMUD the difference.

6. Accounting. EBMUD shall pay City for costs for MAINS in interim payments on the basis of work completed, as such is shown complete by the City on invoices submitted to EBMUD. The City shall be responsible for all accounting associated with construction of the MAINS, as part of its PROJECT. The City shall maintain accurate and complete records of all expenses throughout the construction period and these records shall be retained by the City for four years from the date of final invoice and will be available for inspection by EBMUD. The City shall be solely responsible for verifying certified payroll records, as required by law, and for complying with all requirements of the California Department of Industrial Relations.
7. Indemnification. It is understood and agreed that neither EBMUD nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City or its Contractor under or in connection with any work, authority or jurisdiction delegated to the City under this Agreement and relating to the PROJECT. It is understood and agreed that, pursuant to Government Code Section 895.4, the City shall defend, indemnify and save harmless EBMUD, and all EBMUD officers and employees from all claims, suits or action of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the City or its Contractor under or in connection with its performance of this Agreement. Said indemnity relates to among other things, liability for inverse condemnation, nuisance, or trespass arising out of, or in connection with the PROJECT, including the construction, inspection and maintenance thereof

It is understood and agreed that neither the City nor any City officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by EBMUD under or in connection with any work, authority or jurisdiction delegated to EBMUD under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, EBMUD shall defend, indemnify and save harmless the City, and all City officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by EBMUD under or in connection with its performance of this Agreement. Said indemnity includes liability for defects in design of the MAINS.

Nothing in this Agreement is intended to affect the legal liability of either party as to third parties by imposing any standard of care different from the standard of care imposed by law.

8. Use, Ownership, Maintenance and Repair of MAINS. After completion of installation of the MAINS by City and upon verification that the work complies with PROJECT drawings and specification and acceptance by EBMUD, the MAINS shall be considered an integral component of EBMUD's distribution system, and its location and extent will be reflected on EBMUD's as-built records, which will be shared with the City and other entities as needed for utility coordination purposes for future underground work that may impact the MAINS. EBMUD shall be responsible for all future maintenance costs of the MAINS and any expenses resulting from damage to the MAINS caused by its own actions, such as to gain access to the MAINS to repair a leak or main break, or by natural disasters. To the extent that other utilities cause damage to the MAINS, in connection with their own work in 10th Street, those utilities shall be responsible for repairing the MAINS under EBMUD's direction and supervision. EBMUD shall be responsible for damage and any expenses resulting from damage to the PROJECT caused by its own actions, including the duty to repair a leak or main break or caused by natural disasters, as soon as practicable.
9. Coordination Efforts and Representatives. The City and EBMUD agree that the successful execution of the PROJECT is dependent upon full and complete cooperation of the parties and their representatives. Therefore, each party agrees to use its best and diligent good faith efforts to perform its obligation in a timely manner. The City recognizes that EBMUD will be working in the vicinity of City's Contractor on 10th Street as necessary to complete service transfers, wet taps, etc. to accommodate the PROJECT. The City shall use its best efforts to coordinate the PROJECT site activities, including service transfers, to mitigate possible conflicts between EBMUD personnel and its contractor.
10. Notices. The City and EBMUD shall each designate a representative to be responsible for receiving and delivering notices of any kind, obtaining information and stating the position of the respective party on any decision required by a party. The City and EBMUD agree to use their best efforts to maintain the same individuals as representatives throughout the period of construction of the MAINS with a view towards the expeditious performance of the PROJECT. All notices and correspondence to be delivered under this Agreement shall be delivered personally or mailed via first class US mail, postage prepaid to the addresses set forth below, or as may be otherwise be required by notice from one party to the other. Notices personally delivered shall be deemed delivered on the date of personal delivery, notices mailed shall be deemed delivered 5 days after deposit in the U.S. mail.

CITY

For Project Management Purposes:

Jose C. Martinez
PWA, City of Oakland
250 Frank Ogawa Plaza, Ste 4314
Oakland, CA 94612

Phone: (510) 238-6864

EBMUD

Jack Huntamer
East Bay Municipal Utility District
P.O. Box 24055, MS #504
Oakland, CA 94623

Phone: (510) 287-1360

For Construction Coordination Purposes:

tbd
tbd
tbd
tbd

TBD
East Bay Municipal Utility District
P.O. Box 24055, MS #tbd
Oakland, CA 94623

Phone: tbd

Phone: (510) 287-tbd

11. City's Schedule for Construction of the Project. The City's contract for construction of the PROJECT is scheduled to be awarded _____. Installation of the MAINS is scheduled to start in the summer of 2013, with completion of the MAINS one year later.
12. Terms of Agreement. This Agreement shall be effective upon execution by all parties and except as to the obligations called out in Paragraphs 6, 7 and 8 of this Agreement, which shall survive in perpetuity, shall be terminated upon construction completion of the MAINS, EBMUD's acceptance of the MAINS, and the receipt by the City of EBMUD's final payment for MAINS as identified in this Agreement.
13. Jurisdiction. This Agreement and all matters relating to it shall be governed by and enforced in accordance with the laws of the State of California.
14. Modifications. This Agreement may only be modified or amended by the mutual, written agreement of both parties.
15. Assignment; Successors. This Agreement is not assignable, and shall be binding upon and inure to the benefit of the successors and assigns of the parties.
16. Integration. This Agreement contains the entire agreement between the parties with respect to the subject matter thereof and supersedes all prior understandings or agreements, oral or written, regarding the subject matter of this Agreement.
17. City's Right to Rebid or Reject Bids and Cancel PROJECT. The City retains the right under this Agreement in its sole and absolute discretion to rebid or reject all bids and not proceed with the construction of the MAINS if the PROJECT is cancelled. In the event the City decides not to proceed with the PROJECT, City shall in no event be liable to EBMUD for any purpose or under any theory, but City shall remit to EBMUD any payments previously made to the City by EBMUD.
18. EBMUD's Right to Cancel. EBMUD retains the right to cancel this Agreement except that so long as the City complies with the terms of this Agreement, EBMUD's right to cancel this Agreement shall terminate on the date the City enters into the CONTRACT.
19. Interpretation. The Parties to this Agreement acknowledge that they have had the benefit of counsel prior to entering into this Agreement and have relied upon the legal advice of counsel. Each party further represents that the terms and conditions of this Agreement have been completely explained and that the terms and conditions were voluntarily accepted and agreed to by each party. The Parties further acknowledge that they have

entered into this Agreement voluntarily, without coercion, based on their own judgment, and not in reliance on any representation or promise made by the other party other than those contained herein.

20. Negotiated Agreement. This Agreement and each of the provisions hereof, is the product of negotiations between the Parties and their respective attorneys. Each of the Parties hereto expressly acknowledges and agrees that this Agreement shall not be deemed to have been prepared by or drafted by any particular party hereto. The rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
21. Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
22. Time is of the Essence. In the performance of this Agreement, time is of the essence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

EAST BAY MUNICIPAL UTILITY DISTRICT:

Xavier J. Irias
Director of Engineering and Construction

Date: _____

Approved as to form and legality for EBMUD:

Xanthe Berry

Date: _____

CITY OF OAKLAND:

Date: _____

Approved as to form and legality for the City of Oakland:

Attorney

Date: _____

Attachments:

Attachment A: EBMUD Drawings W-9905-1 to 3, W-9906-1 to 4, and 99014,
Specifications, and Reference Drawings

Attachment B: Lake Merritt Channel Improvements at 10th Street, City of Oakland, Bid
Abstract and Detail

Balance Type
Database
Set of Books

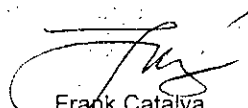
Budget
PLSTON.OAKLANDNET.COM.PRODHRFN
Oakland Operating

For Expenditure account transactions only--if any account 78811, then use BX for one-side transaction or BZ for balanced transfer. If no acct. 78811, then use B2 for one-sided transaction, and B3 for balanced transfer.

Category	List-Text	BZ
Source	List-Text	Spreadsheet
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Batch Name	Text	92FC13.270.2043
Journal Name	Text	92FC13.270.2043
Journal Description	Text	LM Water Quality
Organization	List-Text	CITY

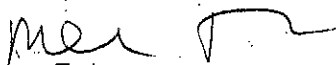
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List-Text	List-Text	List-Text	List-Text	List-Text	List-Text	Number	Number	List-Text	Text	Text
P09-13	1	5321	92242	78811	C393410	0000	1,354,500.00	1,354,500.00	P09-13	Reallocate funds for project use
P09-13	1	5321	92242	57411	C393410	IN05	1,354,500.00		P09-13	Reallocate funds for project use
Totals:						1,354,500.00	1,354,500.00			

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

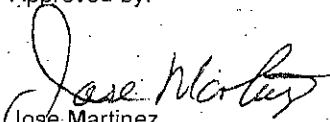

Frank Catalya
Prepared by:

3/11/13
Date

Upload ID 13704765
3/11/13


Rebecca Tuden
Approved by:

3/11/13
Date


Jose Martinez
Approved by:

3/11/13
Date


Lesley Estes
Approved by:

3/11/13
Date

Balance Type Budget
 Database PLSTON.OAKLANDNET.COM.PRODHRFN
 Set of Books Oakland Operating

Category	List-Text	B3
Source	List-Text	Spreadsheet
Currency	List-Text	USD
Budget Name	List-Text	CITY OP
Batch Name	Text	
Journal Name	Text	
Journal Description	Text	
Organization	List-Text	CITY

C 395620 - 10TH ST IMPROV-

Entity	Fund	Org	Account	Project	Program	Debit	Credit	Period	Line Description	Messages
List-Text	List-Text	List-Text	List-Text	List-Text	List-Text	Number	Number	List-Text	Text	
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1	2159	92242	57411	C395620	IN05	250,000.00		P08-13	CONSTRUCTION CONTRACT	
Totals:						250,000.00	250,000.00			

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Prepared: *Elma Flores*
 Elma Flores

Date: 3/11/13

Approved: *Nila Wong*
 Nila Wong

Date: 3/11/13

FILED
OFFICE OF THE CITY CLERK
OAKLAND

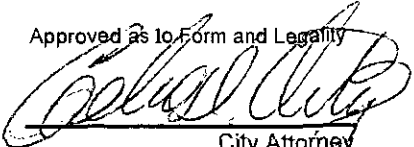
2013 MAR 27 PM 4:10

OAKLAND CITY COUNCIL

RESOLUTION NO. _____ C.M.S.

Introduced by Councilmember _____

Approved as to Form and Legality



City Attorney

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF OAKLAND AND THE EAST BAY MUNICIPAL UTILITY DISTRICT FOR CONSTRUCTION OF A 30-INCH WATER AND AN 8-INCH RECYCLED WATER MAIN RELOCATION AS PART OF THE LAKE MERRITT CHANNEL IMPROVEMENT AT 10TH STREET (PROJECT NO. C277110), IN THE AMOUNT OF ONE MILLION ONE HUNDRED SEVENTY THOUSAND DOLLARS (\$1,170,000.00)

WHEREAS, on January 31, 2013, four bids were received by the Office of the City Clerk of the City of Oakland for this project; and

WHEREAS, the contract includes two bid items for water main relocation; and

WHEREAS, the East Bay Municipal Utility District requested to enter into an agreement to reimburse the City of Oakland for implementing this work as part of the Lake Merritt Improvement at 10th Street project; and

WHEREAS, sufficient funds in the project budget for this work will be available in the following project account:

- EBMUD Water Main Relocation Agreement-Miscellaneous Grant Fund (2999); Engineering Design: Streets & Structures Organization (92242); Street Construction Account (57411); Project (TBD); \$900,000.00

WHEREAS, the City Council finds and determines based on the representations set forth in the City Administrator's report accompanying this Resolution that the construction contract and agreement approved hereunder are temporary in nature; and

WHEREAS, the City lacks the equipment and qualified personnel to perform the necessary work, that the performance of this contract is in the public interest because of economy or better performance and that this contract is of a professional, scientific or technical nature; and

WHEREAS, the City Council finds and determines 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 service; now, therefore, be it

RESOLVED: That the City Administrator is authorized to enter into an agreement with the East Bay Municipal Utility District to implement this work as part of the Lake Merritt Channel

Improvement at 10th Street (Project No. C277110), in the amount of One Million One Hundred Thousand Seventy Dollars (\$1,170,000.00); and be h

FURTHER RESOLVED: That the City Administrator is authorized to execute any amendments or modifications of the agreement with the East Bay Municipal Utility District within the limitations of the project specifications; and be it

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

IN COUNCIL, OAKLAND, CALIFORNIA, _____.

PASSED BY THE FOLLOWING VOTE:

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

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____
LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California

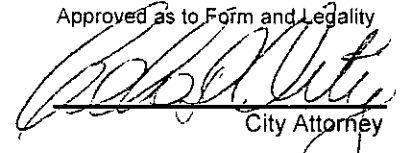
2013 MAR 27 PM 4:10

OAKLAND CITY COUNCIL

RESOLUTION No. _____ C.M.S.

Introduced by Councilmember _____

Approved as to Form and Legality



City Attorney

RESOLUTION AWARDING A CONSTRUCTION CONTRACT FOR THE LAKE MERRITT CHANNEL IMPROVEMENT AT 10TH STREET (PROJECT NO. C277110) TO GORDON N. BALL, INC., THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, IN THE AMOUNT OF FOURTEEN MILLION EIGHT HUNDRED FOUR THOUSAND FOUR HUNDRED SEVENTY FIVE DOLLARS AND NINETY CENTS (\$14,804,475.90) IN ACCORD WITH THE PROJECT PLANS AND SPECIFICATIONS AND THE CONTRACTOR'S BID

WHEREAS, on January 31, 2013, four bids were received by the Office of the City Clerk of the City of Oakland for this project; and

WHEREAS, Gordon N. Ball, Inc., bidding as a prime, is deemed the lowest responsive and responsible bidder for the project; and

WHEREAS, Gordon N. Ball, Inc. complies with the Local Business Enterprise / Small Local Business Enterprise (LBE/SLBE) Program requirements; and

WHEREAS, there are sufficient funds in the project budget for the work that will be available in the following project accounts:

- Measure DD Fund (5321); Engineering Design: Streets & Structures Organization (92242); Street Construction Account (57411); Project C395610; \$9,000,000.00
- Measure DD Fund (5321); Engineering Design: Streets & Structures Organization (92242); Street Construction Account (57411); Project (C393410); \$1,354,475.90
- State Coastal Conservancy (Proposition 50) Grant Fund (2159); Engineering Design: Streets & Structures Organization (92242); Street Construction Account (57411); Project C393330; \$1,800,000.00
- State of CA – Natural Resources Agency Fund (2159); Engineering Design: Streets & Structures Organization (92242); Street Construction Account (57411); Project C395620; \$1,750,000.00
- EBMUD Water Main Relocation Agreement-Miscellaneous Grant Fund (2999); Engineering Design: Streets & Structures Organization (92242); Street Construction Account (57411); Project (TBD); \$900,000.00

WHEREAS, the City Council finds and determines based on the representations set forth in the City Administrator's report accompanying this Resolution that the construction contract approved hereunder is temporary in nature; and

WHEREAS, the City lacks the equipment and qualified personnel to perform the necessary work, that the performance of this contract is in the public interest because of economy or better performance and that this contract is of a professional, scientific or technical nature; and

WHEREAS, the City Council finds and determines 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 service; now, therefore, be it

RESOLVED: That the City Administrator is authorized to award a construction contract for the Lake Merritt Channel Improvement at 10th Street (Project No. C277110) to Gordon N. Ball, Inc., the lowest responsive and responsible bidder, in the amount of **Fourteen Million Eight Hundred Four Thousand Four Hundred Seventy Five Dollars and Ninety Cents (\$14,804,475.90)** in accord with the project plans and specifications and the contractor's bid dated January 31, 2013; and be it

FURTHER RESOLVED: That the City Council hereby approves the plans and specifications prepared at the direction of the Assistant Director of the Public Works Agency for this project; and be it

FURTHER RESOLVED: That the City Administrator is authorized to execute any amendments or modifications of the contract with Gordon N. Ball, Inc. within the limitations of the project specifications; and be it

FURTHER RESOLVED: That the City Administrator, or her designee, is hereby authorized to reject all other bids; and be it

FURTHER RESOLVED: That the faithful performance bond and a bond to guarantee payment of all claims for labor and materials furnished and for the amount of 100% of the contract price and due under the Unemployment Insurance Act submitted with respect to such work are hereby approved; and be it

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

IN COUNCIL, OAKLAND, CALIFORNIA, _____.

PASSED BY THE FOLLOWING VOTE:

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

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____
LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California