

CITY OF SEBASTOPOL
RESOLUTION NO. 6794-2026

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL AWARDING THE CONSTRUCTION CONTRACT
FOR THE PEDESTRIAN ENHANCEMENTS ON SR-116 PROJECT (CIP NO. 0132-23.02) TO DC ELECTRIC IN THE
AMOUNT OF \$195,480 AND AUTHORIZING A 20 PERCENT CONSTRUCTION CONTINGENCY**

CITY CONTRACT 2026-02

WHEREAS, the City of Sebastopol has developed the Pedestrian Enhancements on SR-116 Project (CIP No. 0132-23.02) to improve pedestrian safety at four intersections along State Route 116 within the City; and

WHEREAS, the Project includes pedestrian safety improvements at North Main Street/Keating Avenue, South Main Street/Burnett Street, Petaluma Avenue/Walker Avenue, and Gravenstein Highway/Hutchins Avenue; and

WHEREAS, the Project was publicly advertised and bids were received and opened in accordance with applicable public contracting requirements; and

WHEREAS, DC Electric of Cotati, California submitted the lowest responsive and responsible bid in the amount of \$195,480; and

WHEREAS, staff recommends establishing a construction contingency of 20 percent of the contract award, or \$39,096, to address unforeseen conditions, quantity adjustments, and, where appropriate and eligible, additional pedestrian safety improvements; and

WHEREAS, the total authorized construction amount, including the recommended contingency, will be \$234,576, which remains below the Engineer's Estimate; and

WHEREAS, the City Council finds that awarding the contract to DC Electric is in the best interest of the City and will advance the City's efforts to improve pedestrian safety along the SR-116 corridor.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sebastopol hereby accepts the bid for the Pedestrian Enhancements on SR-116 Project (CIP No. 0132-23.02) and awards the construction contract to DC Electric in the amount of \$195,480 and authorizes the City Manager to execute the contract upon receipt of the requisite bonds and insurance documents.

BE IT FURTHER RESOLVED that the City Council authorizes a construction contingency of up to twenty percent (20%) of the total contract award, or \$39,096, if needed, for unforeseen field conditions, quantity adjustments, and other conditions associated with the Project, including additional pedestrian safety improvements where appropriate and consistent with the Project and available funding.

The above and foregoing Resolution was duly passed, approved, and adopted at a meeting by the City Council on the 1st day of September 2026.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City of Sebastopol City Council by the following vote:

VOTE:

AYES: Councilmembers Carter, Hinton, Zollman, Vice Mayer Maurer, & Mayor McLewis

NOES: None

ABSENT: None

ABSTAIN: None

APPROVED:

Signed by:

Jill McLewis

7C6BCED0A8914A1...

Mayor Jill McLewis

Signed by:

Mary Gourley

44C0774260FE430...

Mary Gourley, City Manager

ATTEST:

Signed by:

Alex Mog

66BDB79D572A4EB...

Alex Mog, City Attorney

APPROVED AS TO FORM:

CONTRACT

PART 1 - AGREEMENT

THIS AGREEMENT, made this 18 day of September, 2026, by and between CITY OF SEBASTOPOL, herein called "Owner," acting herein through its CITY MANAGER and
DC Electric Group, Inc.

STRIKE OUT (A Corporation) (A Partnership)
INAPPLICABLE (An Individual doing business as _____)
TERMS

of _____ Cotati, County of _____ Sonoma, State of _____ CA,
hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Pedestrian Enhancements on SR-116 Contract No. 2026-03

hereinafter called the project, for the sum of one-hundred and ninety-five thousand, four hundred and eighty dollars and zero cents. (\$195,480.00) and all extra work in connection therewith, under the terms as stated in the General Conditions and Special Provisions of the Contract; and at his or her (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Notice to Bidders, Bidders Proposal, the General Conditions, and Special Provisions of the Contract, the plans, which include all maps, plats, blue prints, and other drawings or written explanation matter thereof, the specifications and contract documents therefor as prepared by the City of Sebastopol Public Works Department, herein entitled the Engineer all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner, and to **fully complete the project within sixty (60) working days**. The Contractor further agrees to pay, as liquidated damages, the sum of \$1000.00 for each consecutive working day thereafter as provided in Section 7, "Prosecution and Progress of the Work" of the General Provisions.

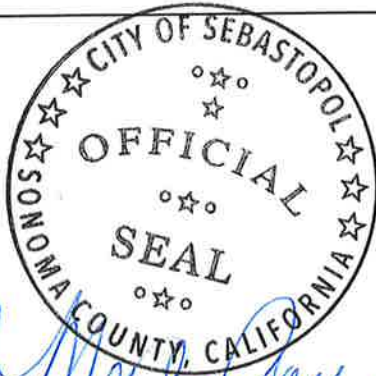
The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Section 9, "Measure and Payment" of the General Provisions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the year and day above mentioned.

SEAL

Attest:

Mary Gourley
(City Clerk)



CITY OF SEBASTOPOL
(Owner)

BY:

Mary Gourley
(City Manager)

SEAL

Trent D'Elcio
(Secretary)

Trent D'Elcio

DC Electric Group, Inc.
(Contractor)

BY:

CEO
(Title)

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.