



Town of Moraga	Agenda Item
Ordinances, Resolutions, Requests for Action	11. A.

Meeting Date: June 24, 2020

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

**From: Shawn Knapp, Public Works Director / Town Engineer
Sharon Chan, Assistant Engineer**

Subject: Consider Resolution ____ - 2020 Awarding a Construction Contract to Bay Cities Paving and Grading (Concord, CA) for the 2020 Pavement Overlay Project in the Amount of \$1,347,800 and Authorizing the Town Manager to Execute the Construction Contract and Contract Change Orders for up to \$134,780 (10% of the Contract Amount) for a Total Amount Not to Exceed \$1,482,580 (Status: CEQA Exempt)

Background

A Town Council Goal for 2020 was to construct the 2020 Pavement Overlay Project. Staff used the StreetSaver software to select street candidates to be included in the project. The 2020 Pavement Overlay Project will apply an overlay treatment to streets with "Poor" pavement conditions that exhibit major forms of distress. As in previous years, Town staff contacted the respective City staff of Lafayette and Orinda to see if the agencies could partner on a joint overlay project. Unfortunately, neither agency was able to meet Moraga's project schedule for bidding this spring. The benefit of bidding early was weighed against the benefit of being part of a larger project, and the Town determined it was most advantageous to bid the project early. The construction cost, including contingency, came in at \$283,920 or 16% under the Engineer's Estimate. The FY 2019/20 Budget included the \$176,610 in preliminary design costs and the remaining \$1,816,000 cost of the 2020 Pavement Overlay Project is included in the FY 2020/21 Budget.

Discussion

NCE was the design consultant of the project and worked closely with staff to complete the project documents. The project documents for the 2020 Pavement Overlay Project were finalized and advertised for bidding on April 8, 2020, pursuant to Moraga Municipal Code Chapter 3.06 and Public Contract Code section 22037 advertised on the Town's

1 website, in the Contra Costa Times, and numerous builders' exchanges. The public
 2 construction bid opening was held on Tuesday, May 5, 2020, at 2:15 p.m. Six (6) bids
 3 were received and were publicly read for the 2020 Pavement Overlay Project as follows:

<u>Contractor</u>	<u>Base Bid</u>
Bay Cities Paving & Grading	\$1,347,800
DeSilva Gates Construction	\$1,377,911
McGuire & Hester	\$1,398,721
Teichart Construction	\$1,521,373
Ghilotti Brothers, Inc.	\$1,553,826
Ghilotti Construction	\$1,586,887

13 Bay Cities Paving & Grading (Bay Cities) was the apparent lowest bidder at \$1,347,800
 14 or \$418,700 (24%) lower than the Engineer's Estimate of \$1,766,500. The next two (2)
 15 lowest bidders were within \$50,921 or 2.9% of the Bay Cities' bid, so the bid price was
 16 reasonable relative to the other competitive construction bids received. The Town
 17 established a bid protest period that expired two (2) days after the bid opening, and no
 18 bid protests were received.

20 Bay Cities has been in business since 1946 and is a local family-owned company
 21 headquartered in Concord, California. Bay Cities has previously completed a number of
 22 similar projects for Caltrans, the Cities of Lafayette and Orinda, and Contra Costa
 23 County. In addition, Bay Cities has successfully completed numerous projects for the
 24 Town, including most recently the 2016 Joint Moraga and Orinda's Ivy Drive Paving
 25 Project; the 2017 Pavement Overlay Project; and the 2018 Joint Orinda-Moraga Paving
 26 Project. Staff believes that the contractor's team has the experience and professional
 27 competency that will result in a satisfactory product for the Town.

29 Based on analysis of the bid packages, Bay Cities is the lowest responsive and
 30 responsible bidder; the bid proposal was reasonable and competitive, and therefore the
 31 Town Engineer is recommending Bay Cities Paving and Grading be awarded the
 32 construction contract.

34 The total construction contract cost is \$1,347,800. It is reasonable to include a
 35 construction contingency of 10% (\$137,780) bringing the total construction cost to
 36 \$1,482,580. The estimated 2020 Pavement Overlay project revenues and expenditures
 37 are summarized in the table below:

<u>Revenues</u>		<u>Projected Expenditures</u>	
Gas Tax (RMRA) - Fund 205	\$320,000	Administration	\$127,000
Garbage Vehicle Impact - Fund 212	658,000	Design	\$177,000
Measure K – Fund 213	839,000	Construction/Contingency	\$1,482,580
Pavement Management – Fund 711	<u>135,800</u>	Construction Mgmt/Insp	<u>\$165,000</u>
Total	\$1,951,800	Total	\$1,951,800

46 **CEQA**

1 This project is not subject to environmental review under the California Environmental
2 Quality Act (CEQA) pursuant to Public Resources Code Section 21000, et seq. and the
3 CEQA Guidelines (14 Cal. Code Regs. 15000 et. seq.) as this project is categorically
4 exempt pursuant to 14 Cal. Code Regs. 15301 (Class 1-Existing Facilities).

5
6 **Fiscal Impact**

7 Funding for the \$1,482,580 construction contract with Bay Cities is in the FY 2020/21
8 adopted budget which includes \$1.8 million in funding for the 2020 Overlay Project, CIP
9 20-402, from the following sources:

10	Fund 205 Gas Tax (RMRA)	\$320,000
11	Fund 212 Garbage Vehicle Impact Fees	\$658,000
12	Fund 213 Measure K	\$839,000

13
14 Reviewed by Norm Veloso, Administrative Services Director.

15
16 **Alternatives**

- 17
18 1. Adopt Resolution ____ - 2020 Awarding a Construction Contract to Bay Cities
19 Paving and Grading (Concord, CA) for 2020 Pavement Overlay Project in the
20 Amount of \$1,347,800 and Authorizing the Town Manager to Execute the
21 Construction Contract and Contract Change Orders for up to \$134,780 (10% of
22 the Contract Amount) for a Total Amount Not to Exceed \$1,482,580 (*Status:*
23 *CEQA Exempt*); or
24 2. Adopt Resolution ____ - 2020, with modifications; or
25 3. Not adopt Resolution ____ - 2020 and provide direction to staff.

26
27 **Recommendations**

28
29 Adopt Resolution ____ - 2020 Awarding a Construction Contract to Bay Cities Paving
30 and Grading (Concord, CA) for the 2020 Pavement Overlay Project in the Amount of
31 \$1,347,800 and Authorizing the Town Manager to Execute the Construction Contract
32 and Contract Change Orders for up to \$134,780 (10% of the Contract Amount) for a
33 Total Amount Not to Exceed \$1,482,580 (*Status: CEQA Exempt*)

34
35 **Report reviewed by: Cynthia Battenberg, Town Manager**
36 **Denise Bazzano, Assistant Town Attorney**

37
38 **Attachments:**

- 39 A. Resolution ____ - 2020 Awarding a Construction Contract to Bay Cities Paving
40 and Grading (Concord, CA) for the 2020 Pavement Overlay Project in the
41 Amount of \$1,347,800 and Authorizing the Town Manager to Execute the
42 Construction Contract and Contract Change Orders for up to \$134,780 (10%
43 of the Contract Amount) for a Total Amount Not to Exceed \$1,482,580
44 (*Status: CEQA Exempt*)
45 B. Bid Tabulations
46 C. Draft Construction Contract

BEFORE THE TOWN COUNCIL OF THE TOWN OF MORAGA

In The Matter Of:

Awarding a Construction Contract to Bay)
Cities Paving and Grading (Concord, CA) for)
the 2020 Pavement Overlay Project in the)
Amount of \$1,347,800 and Authorizing the)
Town Manager to Execute the Construction)
Contract and Contract Change Orders for up)
to \$134,780 (10% of the Contract Amount))
for a Total Amount Not to Exceed \$1,482,580)
(Status: CEQA Exempt))

Resolution No. 40 - 2020

WHEREAS, the 2020 Pavement Overlay project is identified in the FY 2019/20 Capital Improvement Plan as a desired and funded project; and

WHEREAS, on April 8, 2020, the approved project plans went out to bid pursuant to Moraga Municipal Code Chapter 3.06 and were advertised on the Town's website, in the Contra Costa Times, and numerous builders' exchanges; and

WHEREAS, on May 5, 2020, the public bid opening was held with six (6) bid packages received; and

WHEREAS, Bay Cities Paving & Grading, Inc. (Concord) was determined to be the lowest responsive and responsible bidder with a Base Bid of \$1,347,800; and

WHEREAS, the Town Engineer recommends awarding Bay Cities Paving & Grading, Inc. (Concord) the Base Bid; and

WHEREAS, staff recommends executing future contract change orders for up to 10% of the contract amount in the amount of \$134,780 as needed during construction; and

WHEREAS, staff recommends allocating \$320,000 RMRA (Gas Tax) – Fund 205; \$658,000 Garbage Vehicle Impact Fees – Fund 212; \$839,000 Measure K Sales Tax – Fund 213; and \$ 135,800 Pavement Management Program – Fund 711 for total project budget of \$1,951,800; and

WHEREAS, staff recommends budgeting \$127,000 for Administration; \$177,000 for Design; \$1,347,800 for construction; \$134,780 for a 10% construction contingency; and \$165,000 for Construction Management, Inspection and Testing for a total budget of \$1,951,800.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Moraga that:

1. This project is not subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21000, et seq. and the CEQA Guidelines (14 Cal. Code Regs. 15000 et. seq.), as this project is categorically exempt pursuant to 14 Cal. Code Regs. 15301 (Class 1-Existing Facilities).
2. The Town Council hereby awards a construction contract to Bay Cities Paving & Grading (Concord) for the Base Bid in the amount of \$1,347,800 for the 2020 Pavement Overlay Project.
3. The Town Manager is hereby authorized to execute the construction contract in the amount of \$1,347,800 and contract change orders for up to \$134,780 (10% of the contract amount) in the total amount of \$1,482,580 authorized herein, with minor revisions that may be approved by the Town Manager and the Town Attorney, and to execute any other necessary documents to effectuate the terms of the agreement.

PASSED AND ADOPTED by the Town Council of the Town of Moraga at a regular meeting held on June 24, 2020, by the following vote:

AYES: Mayor Korpus, Vice Mayor McCluer, Councilmembers Sos, Woehleke and Wykle
NOES: None
ABSTAIN: None
ABSENT: None


Kimberleigh N. Korpus, Mayor

Attest:


Marty C. McInturf, Town Clerk

Bid Tabulations

Bid Item	Description	Unit	Qty.	Engineer's Estimate		Bay Cities Paving and Grading, Inc.	
				Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	\$ 69,796.00	\$ 69,796.00	\$ 134,603.00	\$ 134,603.00
2	Clearing, Grubbing and Environmental Protection	LS	1	\$ 13,820.00	\$ 13,820.00	\$ 30,000.00	\$ 30,000.00
3	Traffic Control	LS	1	\$ 65,813.00	\$ 65,813.00	\$ 110,000.00	\$ 110,000.00
4	Construction Area Signs	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 7,000.00	\$ 7,000.00
5	Portable Changeable Message Signs	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 2,000.00	\$ 4,000.00
6	Remove Thermoplastic Markings and Striping and Lane Markers	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00
7	Adjust Survey Monument Box to Grade	EA	25	\$ 800.00	\$ 20,000.00	\$ 750.00	\$ 18,750.00
8	Repair Survey Monument Box Frame and Lid	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 900.00	\$ 900.00
9	Adjust Storm Drain Manhole Frame and Cover to Grade	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,200.00	\$ 2,400.00
10	Adjust Sanitary Sewer Manhole Frame and Cover to Grade	EA	38	\$ 1,000.00	\$ 38,000.00	\$ 1,200.00	\$ 45,600.00
11	Adjust Water Valve Box to Grade	EA	41	\$ 800.00	\$ 32,800.00	\$ 750.00	\$ 30,750.00
12	Adjust Gas Valve Box to Grade	EA	2	\$ 800.00	\$ 1,600.00	\$ 750.00	\$ 1,500.00
13	Adjust Sanitary Sewer Rodding Inlet Frame and Cover to Grade	EA	4	\$ 800.00	\$ 3,200.00	\$ 1,200.00	\$ 4,800.00
14	Storm Drain Pipe Spot Repair 15-inch RCP	EA	6	\$ 5,000.00	\$ 30,000.00	\$ 4,300.00	\$ 25,800.00
15	Replace 15-inch SD RCP with 15-inch RCP by Open Trench	LF	365	\$ 350.00	\$ 127,750.00	\$ 180.00	\$ 65,700.00
16	Remove and Replace Standard Curb & Gutter	LF	194	\$ 95.00	\$ 18,430.00	\$ 108.00	\$ 20,952.00
17	Minor Concrete - Sidewalk	SF	272	\$ 25.00	\$ 6,800.00	\$ 23.00	\$ 6,256.00
18	PCC Curb Ramps	EA	8	\$ 7,000.00	\$ 56,000.00	\$ 4,660.00	\$ 37,280.00
19	Additional Minor Concrete for PCC Curb Ramps (revocable item)	SF	640	\$ 25.00	\$ 16,000.00	\$ 19.00	\$ 12,160.00
20	Full Depth Base Repair (4-inch Depth)	SF	20,477	\$ 7.00	\$ 143,339.00	\$ 5.60	\$ 114,671.20
21	Full Depth Base Repair Over-Excavation (Revocable item)	CY	95	\$ 150.00	\$ 14,250.00	\$ 140.00	\$ 13,300.00
22	Crack Sealing	LS	1	\$ 16,700.00	\$ 16,700.00	\$ 22,800.00	\$ 22,800.00
23	6-Foot Wedge Grind Asphalt Pavement	LF	12,618	\$ 5.00	\$ 63,090.00	\$ 2.50	\$ 31,545.00
24	15-Foot Conform Grind Asphalt Pavement	LF	294	\$ 15.00	\$ 4,410.00	\$ 4.00	\$ 1,176.00
25	Cold-Planing (Milling) Asphalt Concrete Pavement (0.5-Inch Depth)	SY	8,265	\$ 3.00	\$ 24,795.00	\$ 3.10	\$ 25,621.50
26	Cold-Planing (Milling) Asphalt Concrete Pavement (1-Inch Depth)	SY	13,830	\$ 4.00	\$ 55,320.00	\$ 3.50	\$ 48,405.00
27	Cold-Planing (Milling) Asphalt Concrete Pavement (2-Inch Depth)	SY	5,770	\$ 5.00	\$ 28,850.00	\$ 4.00	\$ 23,080.00
28	Remove Surfacing and Base (3-inch Depth)	CY	507	\$ 80.00	\$ 40,560.00	\$ 75.00	\$ 38,025.00
29	Subgrade Preparation	SY	6,087	\$ 3.00	\$ 18,261.00	\$ 1.20	\$ 7,304.40
30	Subgrade Over-Excavation (Revocable Item)	CY	254	\$ 150.00	\$ 38,100.00	\$ 140.00	\$ 35,560.00
31	Hot-Mix Asphalt Overlay (1.5 inches)	TON	207	\$ 110.00	\$ 22,770.00	\$ 88.00	\$ 18,216.00
32	Hot-Mix Asphalt Overlay (2 inches)	TON	2,835	\$ 110.00	\$ 311,850.00	\$ 90.00	\$ 255,150.00
33	Hot-Mix Asphalt Overlay (2.5 inches)	TON	423	\$ 110.00	\$ 46,530.00	\$ 92.00	\$ 38,916.00
34	Hot-Mix Asphalt Overlay (3.0 inches)	TON	1,130	\$ 110.00	\$ 124,300.00	\$ 94.00	\$ 106,220.00
35	Thermoplastic Traffic Striping - Detail 1	LF	2,034	\$ 1.00	\$ 2,034.00	\$ 3.35	\$ 6,813.90
36	Thermoplastic Traffic Striping - Detail 21	LF	50	\$ 5.00	\$ 250.00	\$ 5.00	\$ 250.00
37	Thermoplastic Limit Line	LF	18	\$ 10.00	\$ 180.00	\$ 10.00	\$ 180.00
38	Blue Fire Hydrant Pavement Marker	EA	15	\$ 30.00	\$ 450.00	\$ 25.00	\$ 375.00
39	Thermoplastic Pavement Markings (Arrows, Words and Numerals)	SF	24	\$ 10.00	\$ 240.00	\$ 10.00	\$ 240.00

SUB-TOTAL \$ 1,472,788.00

SUB-TOTAL \$ 1,347,800.00

Bid Tabulations

Bid Item	Description	Unit	Qty.	DeSilva Gates Construction LP		McGuire and Hester	
				Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	\$ 130,000.00	\$ 130,000.00	\$ 31,600.00	\$ 31,600.00
2	Clearing, Grubbing and Environmental Protection	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
3	Traffic Control	LS	1	\$ 80,000.00	\$ 80,000.00	\$ 46,000.00	\$ 46,000.00
4	Construction Area Signs	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 5,200.00	\$ 5,200.00
5	Portable Changeable Message Signs	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 5,600.00	\$ 11,200.00
6	Remove Thermoplastic Markings and Striping and Lane Markers	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 6,700.00	\$ 6,700.00
7	Adjust Survey Monument Box to Grade	EA	25	\$ 750.00	\$ 18,750.00	\$ 2,700.00	\$ 67,500.00
8	Repair Survey Monument Box Frame and Lid	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 3,100.00	\$ 3,100.00
9	Adjust Storm Drain Manhole Frame and Cover to Grade	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 800.00	\$ 1,600.00
10	Adjust Sanitary Sewer Manhole Frame and Cover to Grade	EA	38	\$ 1,200.00	\$ 45,600.00	\$ 800.00	\$ 30,400.00
11	Adjust Water Valve Box to Grade	EA	41	\$ 750.00	\$ 30,750.00	\$ 800.00	\$ 32,800.00
12	Adjust Gas Valve Box to Grade	EA	2	\$ 750.00	\$ 1,500.00	\$ 800.00	\$ 1,600.00
13	Adjust Sanitary Sewer Rodding Inlet Frame and Cover to Grade	EA	4	\$ 1,200.00	\$ 4,800.00	\$ 800.00	\$ 3,200.00
14	Storm Drain Pipe Spot Repair 15-inch RCP	EA	6	\$ 16,000.00	\$ 96,000.00	\$ 10,000.00	\$ 60,000.00
15	Replace 15-inch SD RCP with 15-inch RCP by Open Trench	LF	365	\$ 250.00	\$ 91,250.00	\$ 265.00	\$ 96,725.00
16	Remove and Replace Standard Curb & Gutter	LF	194	\$ 100.00	\$ 19,400.00	\$ 110.00	\$ 21,340.00
17	Minor Concrete - Sidewalk	SF	272	\$ 25.00	\$ 6,800.00	\$ 41.00	\$ 11,152.00
18	PCC Curb Ramps	EA	8	\$ 4,600.00	\$ 36,800.00	\$ 8,000.00	\$ 64,000.00
19	Additional Minor Concrete for PCC Curb Ramps (revocable item)	SF	640	\$ 20.00	\$ 12,800.00	\$ 27.00	\$ 17,280.00
20	Full Depth Base Repair (4-inch Depth)	SF	20,477	\$ 5.00	\$ 102,385.00	\$ 6.00	\$ 122,862.00
21	Full Depth Base Repair Over-Excavation (Revocable item)	CY	95	\$ 100.00	\$ 9,500.00	\$ 290.00	\$ 27,550.00
22	Crack Sealing	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 5,600.00	\$ 5,600.00
23	6-Foot Wedge Grind Asphalt Pavement	LF	12,618	\$ 1.00	\$ 12,618.00	\$ 1.15	\$ 14,510.70
24	15-Foot Conform Grind Asphalt Pavement	LF	294	\$ 3.00	\$ 882.00	\$ 19.00	\$ 5,586.00
25	Cold-Planing (Milling) Asphalt Concrete Pavement (0.5-Inch Depth)	SY	8,265	\$ 2.00	\$ 16,530.00	\$ 3.15	\$ 26,034.75
26	Cold-Planing (Milling) Asphalt Concrete Pavement (1-Inch Depth)	SY	13,830	\$ 3.00	\$ 41,490.00	\$ 3.05	\$ 42,181.50
27	Cold-Planing (Milling) Asphalt Concrete Pavement (2-Inch Depth)	SY	5,770	\$ 6.00	\$ 34,620.00	\$ 5.50	\$ 31,735.00
28	Remove Surfacing and Base (3-inch Depth)	CY	507	\$ 140.00	\$ 70,980.00	\$ 105.00	\$ 53,235.00
29	Subgrade Preparation	SY	6,087	\$ 2.00	\$ 12,174.00	\$ 1.65	\$ 10,043.55
30	Subgrade Over-Excavation (Revocable Item)	CY	254	\$ 100.00	\$ 25,400.00	\$ 41.00	\$ 10,414.00
31	Hot-Mix Asphalt Overlay (1.5 inches)	TON	207	\$ 93.00	\$ 19,251.00	\$ 158.00	\$ 32,706.00
32	Hot-Mix Asphalt Overlay (2 inches)	TON	2,835	\$ 93.00	\$ 263,655.00	\$ 115.00	\$ 326,025.00
33	Hot-Mix Asphalt Overlay (2.5 inches)	TON	423	\$ 93.00	\$ 39,339.00	\$ 114.00	\$ 48,222.00
34	Hot-Mix Asphalt Overlay (3.0 inches)	TON	1,130	\$ 93.00	\$ 105,090.00	\$ 102.00	\$ 115,260.00
35	Thermoplastic Traffic Striping - Detail 1	LF	2,034	\$ 3.00	\$ 6,102.00	\$ 2.00	\$ 4,068.00
36	Thermoplastic Traffic Striping - Detail 21	LF	50	\$ 5.00	\$ 250.00	\$ 9.00	\$ 450.00
37	Thermoplastic Limit Line	LF	18	\$ 10.00	\$ 180.00	\$ 10.00	\$ 180.00
38	Blue Fire Hydrant Pavement Marker	EA	15	\$ 25.00	\$ 375.00	\$ 20.00	\$ 300.00
39	Thermoplastic Pavement Markings (Arrows, Words and Numerals)	SF	24	\$ 10.00	\$ 240.00	\$ 15.00	\$ 360.00

SUB-TOTAL \$ 1,377,911.00

SUB-TOTAL \$ 1,398,720.50
\$ (1,398,306.50)
Difference \$ 414.00

Bid Tabulations

Bid Item	Description	Unit	Qty.	Teichart Construction		Ghilotti Bros	
				Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 39,000.00	\$ 39,000.00
2	Clearing, Grubbing and Environmental Protection	LS	1	\$ 18,000.00	\$ 18,000.00	\$ 15,000.00	\$ 15,000.00
3	Traffic Control	LS	1	\$ 160,820.00	\$ 160,820.00	\$ 39,000.00	\$ 39,000.00
4	Construction Area Signs	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 2,600.00	\$ 2,600.00
5	Portable Changeable Message Signs	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 2,200.00	\$ 4,400.00
6	Remove Thermoplastic Markings and Striping and Lane Markers	LS	1	\$ 3,665.00	\$ 3,665.00	\$ 6,300.00	\$ 6,300.00
7	Adjust Survey Monument Box to Grade	EA	25	\$ 2,200.00	\$ 55,000.00	\$ 900.00	\$ 22,500.00
8	Repair Survey Monument Box Frame and Lid	EA	1	\$ 200.00	\$ 200.00	\$ 160.00	\$ 160.00
9	Adjust Storm Drain Manhole Frame and Cover to Grade	EA	2	\$ 1,300.00	\$ 2,600.00	\$ 1,100.00	\$ 2,200.00
10	Adjust Sanitary Sewer Manhole Frame and Cover to Grade	EA	38	\$ 1,100.00	\$ 41,800.00	\$ 1,100.00	\$ 41,800.00
11	Adjust Water Valve Box to Grade	EA	41	\$ 700.00	\$ 28,700.00	\$ 590.00	\$ 24,190.00
12	Adjust Gas Valve Box to Grade	EA	2	\$ 900.00	\$ 1,800.00	\$ 520.00	\$ 1,040.00
13	Adjust Sanitary Sewer Rodding Inlet Frame and Cover to Grade	EA	4	\$ 900.00	\$ 3,600.00	\$ 695.00	\$ 2,780.00
14	Storm Drain Pipe Spot Repair 15-inch RCP	EA	6	\$ 5,600.00	\$ 33,600.00	\$ 6,250.00	\$ 37,500.00
15	Replace 15-inch SD RCP with 15-inch RCP by Open Trench	LF	365	\$ 280.00	\$ 102,200.00	\$ 190.00	\$ 69,350.00
16	Remove and Replace Standard Curb & Gutter	LF	194	\$ 120.00	\$ 23,280.00	\$ 100.00	\$ 19,400.00
17	Minor Concrete - Sidewalk	SF	272	\$ 37.00	\$ 10,064.00	\$ 36.00	\$ 9,792.00
18	PCC Curb Ramps	EA	8	\$ 5,000.00	\$ 40,000.00	\$ 4,800.00	\$ 38,400.00
19	Additional Minor Concrete for PCC Curb Ramps (revocable item)	SF	640	\$ 27.00	\$ 17,280.00	\$ 40.00	\$ 25,600.00
20	Full Depth Base Repair (4-inch Depth)	SF	20,477	\$ 5.00	\$ 102,385.00	\$ 6.25	\$ 127,981.25
21	Full Depth Base Repair Over-Excavation (Revocable item)	CY	95	\$ 220.00	\$ 20,900.00	\$ 169.00	\$ 16,055.00
22	Crack Sealing	LS	1	\$ 39,000.00	\$ 39,000.00	\$ 55,000.00	\$ 55,000.00
23	6-Foot Wedge Grind Asphalt Pavement	LF	12,618	\$ 1.50	\$ 18,927.00	\$ 0.75	\$ 9,463.50
24	15-Foot Conform Grind Asphalt Pavement	LF	294	\$ 18.00	\$ 5,292.00	\$ 22.00	\$ 6,468.00
25	Cold-Planing (Milling) Asphalt Concrete Pavement (0.5-Inch Depth)	SY	8,265	\$ 2.00	\$ 16,530.00	\$ 3.50	\$ 28,927.50
26	Cold-Planing (Milling) Asphalt Concrete Pavement (1-Inch Depth)	SY	13,830	\$ 2.00	\$ 27,660.00	\$ 3.50	\$ 48,405.00
27	Cold-Planing (Milling) Asphalt Concrete Pavement (2-Inch Depth)	SY	5,770	\$ 4.00	\$ 23,080.00	\$ 6.50	\$ 37,505.00
28	Remove Surfacing and Base (3-inch Depth)	CY	507	\$ 65.00	\$ 32,955.00	\$ 118.00	\$ 59,826.00
29	Subgrade Preparation	SY	6,087	\$ 5.00	\$ 30,435.00	\$ 8.00	\$ 48,696.00
30	Subgrade Over-Excavation (Revocable Item)	CY	254	\$ 180.00	\$ 45,720.00	\$ 275.00	\$ 69,850.00
31	Hot-Mix Asphalt Overlay (1.5 inches)	TON	207	\$ 135.00	\$ 27,945.00	\$ 200.00	\$ 41,400.00
32	Hot-Mix Asphalt Overlay (2 inches)	TON	2,835	\$ 112.00	\$ 317,520.00	\$ 135.00	\$ 382,725.00
33	Hot-Mix Asphalt Overlay (2.5 inches)	TON	423	\$ 114.00	\$ 48,222.00	\$ 148.00	\$ 62,604.00
34	Hot-Mix Asphalt Overlay (3.0 inches)	TON	1,130	\$ 116.00	\$ 131,080.00	\$ 135.00	\$ 152,550.00
35	Thermoplastic Traffic Striping - Detail 1	LF	2,034	\$ 3.00	\$ 6,102.00	\$ 2.00	\$ 4,068.00
36	Thermoplastic Traffic Striping - Detail 21	LF	50	\$ 6.00	\$ 300.00	\$ 9.00	\$ 450.00
37	Thermoplastic Limit Line	LF	18	\$ 8.00	\$ 144.00	\$ 10.00	\$ 180.00
38	Blue Fire Hydrant Pavement Marker	EA	15	\$ 25.00	\$ 375.00	\$ 20.00	\$ 300.00
39	Thermoplastic Pavement Markings (Arrows, Words and Numerals)	SF	24	\$ 8.00	\$ 192.00	\$ 15.00	\$ 360.00

SUB-TOTAL \$ 1,521,373.00

SUB-TOTAL \$ 1,553,826.25

Bid Tabulations

Bid Item	Description	Unit	Qty.	Ghilotti Construction Company	
				Unit Price	Total
1	Mobilization and Demobilization	LS	1	\$ 148,000.00	\$ 148,000.00
2	Clearing, Grubbing and Environmental Protection	LS	1	\$ 15,000.00	\$ 15,000.00
3	Traffic Control	LS	1	\$ 75,000.00	\$ 75,000.00
4	Construction Area Signs	LS	1	\$ 4,300.00	\$ 4,300.00
5	Portable Changeable Message Signs	EA	2	\$ 5,000.00	\$ 10,000.00
6	Remove Thermoplastic Markings and Striping and Lane Markers	LS	1	\$ 500.00	\$ 500.00
7	Adjust Survey Monument Box to Grade	EA	25	\$ 750.00	\$ 18,750.00
8	Repair Survey Monument Box Frame and Lid	EA	1	\$ 900.00	\$ 900.00
9	Adjust Storm Drain Manhole Frame and Cover to Grade	EA	2	\$ 1,200.00	\$ 2,400.00
10	Adjust Sanitary Sewer Manhole Frame and Cover to Grade	EA	38	\$ 1,200.00	\$ 45,600.00
11	Adjust Water Valve Box to Grade	EA	41	\$ 750.00	\$ 30,750.00
12	Adjust Gas Valve Box to Grade	EA	2	\$ 750.00	\$ 1,500.00
13	Adjust Sanitary Sewer Rodding Inlet Frame and Cover to Grade	EA	4	\$ 1,200.00	\$ 4,800.00
14	Storm Drain Pipe Spot Repair 15-inch RCP	EA	6	\$ 8,000.00	\$ 48,000.00
15	Replace 15-inch SD RCP with 15-inch RCP by Open Trench	LF	365	\$ 200.00	\$ 73,000.00
16	Remove and Replace Standard Curb & Gutter	LF	194	\$ 175.00	\$ 33,950.00
17	Minor Concrete - Sidewalk	SF	272	\$ 45.00	\$ 12,240.00
18	PCC Curb Ramps	EA	8	\$ 8,500.00	\$ 68,000.00
19	Additional Minor Concrete for PCC Curb Ramps (revocable item)	SF	640	\$ 20.00	\$ 12,800.00
20	Full Depth Base Repair (4-inch Depth)	SF	20,477	\$ 5.00	\$ 102,385.00
21	Full Depth Base Repair Over-Excavation (Revocable item)	CY	95	\$ 80.00	\$ 7,600.00
22	Crack Sealing	LS	1	\$ 15,200.00	\$ 15,200.00
23	6-Foot Wedge Grind Asphalt Pavement	LF	12,618	\$ 3.50	\$ 44,163.00
24	15-Foot Conform Grind Asphalt Pavement	LF	294	\$ 25.00	\$ 7,350.00
25	Cold-Planing (Milling) Asphalt Concrete Pavement (0.5-Inch Depth)	SY	8,265	\$ 4.00	\$ 33,060.00
26	Cold-Planing (Milling) Asphalt Concrete Pavement (1-Inch Depth)	SY	13,830	\$ 4.50	\$ 62,235.00
27	Cold-Planing (Milling) Asphalt Concrete Pavement (2-Inch Depth)	SY	5,770	\$ 7.00	\$ 40,390.00
28	Remove Surfacing and Base (3-inch Depth)	CY	507	\$ 100.00	\$ 50,700.00
29	Subgrade Preparation	SY	6,087	\$ 3.00	\$ 18,261.00
30	Subgrade Over-Excavation (Revocable Item)	CY	254	\$ 80.00	\$ 20,320.00
31	Hot-Mix Asphalt Overlay (1.5 inches)	TON	207	\$ 125.00	\$ 25,875.00
32	Hot-Mix Asphalt Overlay (2 inches)	TON	2,835	\$ 125.00	\$ 354,375.00
33	Hot-Mix Asphalt Overlay (2.5 inches)	TON	423	\$ 125.00	\$ 52,875.00
34	Hot-Mix Asphalt Overlay (3.0 inches)	TON	1,130	\$ 125.00	\$ 141,250.00
35	Thermoplastic Traffic Striping - Detail 1	LF	2,034	\$ 2.00	\$ 4,068.00
36	Thermoplastic Traffic Striping - Detail 21	LF	50	\$ 9.00	\$ 450.00
37	Thermoplastic Limit Line	LF	18	\$ 10.00	\$ 180.00
38	Blue Fire Hydrant Pavement Marker	EA	15	\$ 20.00	\$ 300.00
39	Thermoplastic Pavement Markings (Arrows, Words and Numerals)	SF	24	\$ 15.00	\$ 360.00

SUB-TOTAL \$ 1,586,887.00

CONTRACT

This public works contract ("Contract") is entered into by and between Town of Moraga ("Owner") and _____ ("Contractor") for work on the 2020 Pavement Overlay Project - Town CIP No. 08-106 ("Project").

The parties agree as follows:

1. Award of Contract. In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform work on the Project, and on DATE, 20XX, Owner authorized award of this Contract to Contractor for the amount of Contractor's bid.
2. Contract Documents. The Contract Documents are comprised of the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal, and attachments thereto; the Contract; the payment and performance bonds; the General Conditions; the Supplemental General Conditions, if any; the Project drawings and specifications; applicable provisions of the Caltrans Standard Specifications and the Special Provisions; and Change Orders, if any.
3. Contractor's Services. Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents, all of which are fully incorporated herein. Contractor shall provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including, but not limited to, provision of all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor also agrees to use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. Payment. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, Owner shall pay Contractor Written Amount Dollars (\$ XX) (the "Contract Price"), in accordance with the payment provisions set forth in the General Conditions. The Contract Price is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or

local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

5. Time for Completion. Contractor shall provide an executed contract and the necessary bonding and insurance certifications within seven (7) days of the notice of award, prior to the construction start date of June 30, 2020. Contractor shall fully complete the Work for the Project within 50 working days from the commencement date given in the notice to proceed. Contract execution and work completion are collectively referred to as the "Contract Times". By signing below, Contractor expressly waives any claim for delayed early completion.

6. Liquidated Damages. If Contractor fails to complete the Work within the Contract Times, Owner may assess liquidated damages in the amount of One Thousand Nine Hundred Dollars (\$1,900) for each day of unexcused delay in completion, and the Contract Price shall be reduced accordingly.

7. Labor Code Compliance. This public works Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including, but not limited to, requirements pertaining to wages, working hours and workers' compensation insurance. Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

8. Workers' Compensation Certification. Pursuant to Labor Code Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

9. Prevailing Wages. This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.

10. Notice. Any notice, billing, or payment required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by e-mail as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party shall be given as follows:

	Owner	Contractor
Name	Town of Moraga	
Address	329 Rheem Boulevard	
City/state/zip	Moraga, CA 94556	
Phone	(925) 888-7026	
Fax	(925) 376-5203	
Attn:	Shawn Knapp	
Email	sknapp@moraga.ca.us	
Copy to:	publicworks@moraga.ca.us	

11. General Provisions.

11.1 Assignment and Successors. Contractor may not assign its rights or obligations under this Contract, in part or in whole, without Owner's written consent. This Contract is binding on Contractor's successors and permitted assigns.

11.2 Third Party Beneficiaries. There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Supplemental General Conditions.

11.3 Governing Law and Venue. This Contract shall be governed by California law and venue shall be in the Superior Court of the County in which the Project is located, and no other place.

11.4 Amendment. No amendment or modification of this Contract shall be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

11.5 Integration; Severability. This Contract and the Contract Documents incorporated herein, including authorized amendments or change orders thereto, constitute the final, complete, and exclusive terms of the agreement between Owner and Contractor. If any provision of this Contract, or portion thereof, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract shall remain in full force and effect.

11.6 Authorization. Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party.

The parties agree to this Contract as witnessed by the signatures below:

OWNER:

CONTRACTOR:

s/ _____
Cynthia Battenberg
Town Manager

s/ _____

Date: _____

Name/Title [print]

Attest:

Date: _____

s/ _____
Marty McInturf
Town Clerk

Contractor's License Number(s)

Date: _____

Expiration Date(s)

Seal:

Approved as to Form:

s/ _____
Michelle Marchetta Kenyon
Town Attorney

Date: _____