



20

DATE: July 20, 2010

TO: Mayor and City Council

FROM: Director of Public Works

SUBJECT: Route 238 Corridor Improvement Project: Approval of Addenda, Award of Contract, and Summary Vacation of Portions of Berry Avenue and Willis Avenue

RECOMMENDATION:

That Council adopts the attached resolutions for the Route 238 Corridor Improvement Project:

- 1) Approving Addendum Nos. 1, 2, and 3 modifying the plans and specifications and awarding the contract to Top Grade Construction, Inc. in the amount of \$50,297,424.10; and
- 2) Summarily vacating portions of Berry Avenue and Willis Avenue, to be effective upon completion of construction.

BACKGROUND

On November 27, 2007, Council approved the Route 238 Corridor Improvement Project and certified the Final Environmental Impact Report (FEIR). The Project approved by Council is located along Foothill Boulevard and Mission Boulevard between the northern City limits and Industrial Parkway. It includes a downtown one-way loop street system, peak-hour travel lanes on Foothill Boulevard north of A Street and on Mission Boulevard from Foothill Boulevard to Palisade Street, other roadway improvements along Foothill Boulevard and Mission Boulevard, and improvements at major intersections, such as Foothill-Mission-Jackson and Mission Boulevard-Carlos Bee Boulevard. In general, the Project includes curb, gutter, sidewalk, driveway, wheelchair ramp, streetlight, traffic signal, median islands, undergrounding of utilities, street resurfacing and repairs, pedestrian and bicycle improvements, and landscaping enhancements along the entire Route 238 Corridor within the City limits.

On April 20, 2010, Council approved the project's plans and specifications and called for bids; approved a request to the California Transportation Commission (CTC) for Local Alternative Improvement Project (LATIP) authorization of advance funding and authorized the City Manager to seek LATIP funding for additional Mission Boulevard and Jackson Street improvements.

DISCUSSION

Property Acquisition - The FEIR identified property to be acquired in whole or in part for the project improvements. The City has acquired possession of twenty-five parcels through purchase agreements and another five parcels through eminent domain. The California State Department of Transportation (Caltrans) has agreed to a right-of-entry (ROE) for the sole remaining property to be acquired. This ROE will allow construction to proceed prior to the negotiation of a purchase agreement for the needed right-of-way. Discussions with other property owners are continuing for public utility easements and other ROEs needed to complete utility undergrounding and conform work in a manner that supports the project schedule and the staging of work. The project estimate for property acquisition has been increased to account for potential settlement costs and attorney fees related to the eminent domain acquisitions and costs for public utility easements, construction easements and Caltrans tenant relocations.

California Transportation Commission (CTC) - On June 30, 2010, the CTC granted approval of the relinquishment of those portions of State Routes 92, 185, and 238 that will be improved by this project. The relinquishment will become effective on July 19, 2010 when the relinquishment documents are recorded by Caltrans. At this same meeting, CTC approved the City's Local Alternative Transportation Improvement Program (LATIP) Advance Funding Request for this project. Because the low bid was below the engineer's estimate, not all of the original estimate of LATIP funding should be needed. The request to CTC also noted that the scope of the project to be funded with LATIP funds has been expanded to include the remaining parts of Mission Boulevard within the City limits north of A Street and south of Industrial, which will be later phase contracts as well as later relinquishment actions. Also included as previously reported will be funding to add Adaptive Signal Timing on the portion of Jackson Street (SR 92), which will be relinquished to the City after completion of this contract.

Addendum Nos. 1, 2 & 3 - Staff issued a Notice Inviting Bids on April 21, 2010. Addendum No. 1 changes were mainly focused upon the proposal requirements and the Alameda County Transportation Authority (ACTA) requirements for their Local Business Enterprise (LBE) and Small Local Business Enterprise (SLBE) programs. Originally staff had included the City's standard voluntary Disadvantage and Women-owned Business Enterprise (DBE/WBE) requirements along with Caltrans' Small Business reporting requirements, because with LATIP funding the city was not obligated to strictly adhere to ACTA's program. However, considering the possibility of lower than estimated bids and LATIP funds not being used on this contract, staff agreed to voluntarily apply ACTA's LBE/SLBE program goals resulting in the need for the amendment and the removal of the conflicting other requirements.

Addendum No. 2 changes addressed questions from potential bidders and other design changes identified during the bid period. One of these changes included modification to the landscape plans and specifications that were necessary to significantly increase the project's Bay Friendly Landscape point total. Addendum No. 3 responded to bidder questions and last minute PG&E design review comments that could significantly affect the bid price. The Engineer's Estimate increased from \$59,600,000 to \$65,200,000 as a result of these addenda modifications.

The Bids - On June 22, 2010, seven bids were received. Bay Cities Paving and Grading, Inc. (Bay Cities) of Oakland, was the apparent low bidder at the bid opening with a bid of \$46,853,143. However, when their Bid Sheets were reviewed, the sum of each bid item actually totaled \$52,901,132.05. Bay Cities has indicated that their bid runner had erroneously inserted a unit price and total price of \$6,720,000 for bid item number 175A instead of the intended amount of \$672,000, which caused Bay Cities' recalculated bid to be over \$6 million higher than the original listed total. However, the published bidding rules require that the written unit price be used to determine the total bid item price. With this correction, Top Grade Construction, Inc. (Top Grade) of Livermore, moved into the position of the apparent low bidder in the amount of \$50,297,424.10. This bid is 22.9% below the Engineer's Estimate. Gallagher & Burk, Inc. (G&B) of Oakland submitted the next lowest bid in the amount of \$50,661,154.00, which is 22.3% below the Engineer's Estimate. Overall, the seven bids ranged from \$50,297,424.10 to \$60,255,607.00.

The bid documents also required Bay Cities, Top Grade, and G&B to either meet ACTA program goals of 60% LBE participation and 20% SLBE participation, or, if they failed to do so, to submit documentation proving that they made a Good Faith Effort to meet the program goals. Bay Cities listed seven LBE contractors that would perform 76.6% of the work and five SLBE contractors/suppliers that would perform 20.3% of the work. One of the listed LBE contractors, Fluoresco Lighting, is local, but not certified by ACTA. By subtracting the Fluoresco subcontract amount, the local participation amount drops to 75.0%. With this correction Bay Cities still meets the Local Business requirements identified in the specifications.

Top Grade listed three ACTA certified SLBE subcontractors who will perform 30.95% of the work; this exceeds the goal of 20% SLBE. Because Top Grade is an ACTA certified LBE that will perform 36.97% of the work, a total of approximately 67.92% of the work will be performed by ACTA certified LBEs. Therefore, Top Grade does meet the Local Business requirements identified in the specifications.

G&B listed one LBE subcontractor that will perform 26.25% of the work. Along with G&B, who will perform 46% of the work, a total of approximately 72.25% of the work will be performed by ACTA certified LBEs. G&B listed eight SLBE subcontractors / suppliers who will perform 23% of the work. Therefore, G&B also meets the Local Business requirements identified in the specifications.

State Public Contracting Law – California law requires public agencies to award “public projects,” as defined by Public Contracts Code § 20161, via the competitive bidding process. Contracting agencies must award such contracts to the lowest responsible bidder. The process for selecting the lowest responsible bidder includes a determination of: (1) which bidder is lowest monetary bidder; (2) whether or not the lowest monetary bidder submitted a responsive bid; and (3) whether or not the lowest monetary bidder is responsible. A city that improperly awards a bid to any bidder other than the lowest responsible bidder may face litigation, expensive project delays, and potential liability for reimbursing the low bidder's actual costs in submitting the bid.

Bidder Requests/Protests - On June 28, 2010, Bay Cities submitted a letter requesting that staff waive its bidding error and revise its bid total to \$46,853,143 (e.g., amend the mistaken bid for item number 175A from \$6,720,000 to \$672,000). Staff rejected their request pursuant to the advice of

the City Attorney's Office. The City found that Bay Cities' arithmetical mistakes gave Bay Cities the capacity to withdraw its bid without forfeiting the bid bond, thus providing Bay Cities with an unfair competitive advantage over other bidders whose bids contained no mistakes and could not be withdrawn. Therefore, Top Grade remained the lowest apparent bidder. A copy of the request letter and the City response is attached as Attachment IV. Bay Cities indicated they accepted the City's determination on their request.

The City also received bid protests from Gallagher & Burk and Bay Cities arguing that Top Grade's bid was unresponsive. In other words, both companies argued that Top Grade's bid failed to conform to the material terms of the bid package, and thus must be rejected. G&B submitted its first bid protest of Top Grade's bid on July 1, 2010. G&B claimed that Top Grade's bid was unbalanced and incomplete because it did not include a total bid amount for many of the bid items and that Top Grade failed to meet the goal for local business participation. The City Attorney reviewed the protest and rejected it on the following bases: (1) any unbalancing of the bid did not constitute a material variation; (2) failure to include the total bid amounts was immaterial, since the instructions to bidders instructs the City to rely on the unit bid price amount to resolve any discrepancy between unit price and total price; and, (3) the local business goals were met. A copy of the protest letter and the City response is attached as Attachment V.

On July 9, 2010, G&B submitted a supplemental bid protest letter. G&B argued that Top Grade's bid was nonresponsive because they did not include a total price for over one hundred bid items, made mistakes in listing subcontractors, failed to meet the LBE goal and to make a good faith effort to meet the goal, and mistakenly listed M.R. Maher for work not bid. A copy of the supplemental protest letter is attached as Attachment VI.

On July 12, 2010, Bay Cities submitted a written protest of the bid submitted by Top Grade. Bay Cities claimed that Top Grade's bid was incomplete because it did not include a total bid amount for many of the Bid Items and that Top Grade's bid was unbalanced. The City Attorney has reviewed the protest and jointly rejected both G&B's supplemental protest and Bay Cities' protest, finding that: (1) the bidding instructions control the City's response and require the item price to prevail; (2) all bidders had the same opportunity to incorporate the subcontractors' unit prices and were subject to the same Directions for Bidders; (3) Top Grade's omission of some total prices neither makes its bid unresponsive nor provides a competitive advantage; (4) Top Grade did not misstate the dollar amount of work to be performed by its subcontractors; (5) Top Grade has met the LBE goal; (6) the balancing in Top Grade's bid does not render it unresponsive; and (7) to the extent any irregularities exist in Top Grade's bid, they are inconsequential. A copy of the Bay Cities protest letter and the City's joint response is attached as Attachment VII.

Staff finds Top Grade's bid documents to be responsive and has confirmed its licenses are in order. Staff therefore recommends award of contract to the lowest responsible bidder, Top Grade, in the amount of \$50,297,424.10.

As noted above, staff has provided strong legal arguments as to why Council should affirm staff's recommendation and deny both protests and award to Top Grade. The City Attorney's detailed legal analysis can be found in attachments V, VI, and VII. Staff also notes that awarding to Top Grade may result in some liability exposure, as there is a possibility that the second-lowest bidder

would file a lawsuit to pursue the allegations made in its bid protests. Despite staff's strong recommendations, you will find set forth below all of the options available for the Council's consideration.

City's Alternatives to Awarding to Top Grade:

Award to Next Bidder: Council could uphold the protests against Top Grade's bid and find their bid to be non-responsive. If the Council elects to do so, the City would then award the project to the next lowest responsible bidder, which is Gallagher & Burk. However, such a decision would likely result in legal action by Top Grade.

Reject All Bids: Another alternative would be for Council to reject all bids and direct an expedited re-advertisement. While this may eliminate any legal challenges, there are several reasons why staff would not recommend this alternative. First, all the bidders are now aware of one other's bids and bidding strategy and it is basically unfair, particularly to the lowest responsible bidder, to ask for a rebid. In addition, it is staff's experience that in similar rebidding situations, the bids tend to come in higher, meaning that the City would no longer benefit from the current bid levels.

In all cases of rebidding even when expedited, there is delay. Because of the complexity of this project, the delay would probably be about three months, deferring the project's start date to after the summer, and pushing the start time into the rainy season. This delay would be costly and inefficient. Staff had anticipated that a significant portion of the excavation work could be completed before the first rainy season.

Moreover, this project in particular also requires close cooperation from the utility companies such as PG&E, AT&T, and Comcast, due to extensive utility relocations and undergrounding work that must be done at the start of the project. After a great deal of coordination and some significant resistance, the utility companies and specifically PG&E, are now committed to start their work this summer. Based on past experience, staff is very concerned that delaying the start of our project will result in PG&E's reallocation of resources to other projects that are ready, which could significantly impact the overall project schedule. Thus staff strongly recommends Council affirm denial of the two protests and award this bid to Top Grade.

Vacation of City Streets - The Final Environmental Impact Report (FEIR) that City Council approved in 2007 discusses closure of Berry Avenue (between Mission Boulevard and Belmont Avenue), Central Boulevard (between Mission Boulevard and Belmont Avenue), Willis Avenue (between Mission Boulevard and Francisco Street), and E Street (between Foothill Boulevard and Main Street). It also discusses work on Main Street that results in a narrower street between Armstrong Street and E Street.

Central Boulevard contains significant overhead and underground utilities and has one mid-block residential unit. The street also serves as access to Mission Boulevard for a significant number of residents on Delmar Avenue, Spring Drive, Central Boulevard, Maitland Drive, Bunker Hill Boulevard, and Westview Way. Therefore, closure of Central created some challenges to the project, the City's Utilities Division, and to the residents. During the project's final design phase,

staff determined that Central Boulevard does not need to be closed as part of the Project. Therefore, staff recommends that the closure of Central Boulevard be dropped from the project scope. There will be no impact to the operation of Mission Boulevard at this intersection because access has been restricted to a right-in and right-out movements by the addition of a median on Mission Boulevard.

The portions of Berry Avenue and Willis Avenue listed for closure in the FEIR are being summarily vacated, with access retained for utilities and maintenance as may be appropriate. The vacation will become effective when project construction is completed. As an example, the existing Berry, between Mission and Belmont, will be vacated when a twelve inch water main has been relocated to the new Berry segment and new Berry has been constructed. After acceptance of the construction, the existing Berry segment will revert to the adjacent property owners with any utility easements necessary for the new underground utility service along Mission.

Main Street and E Street will not be vacated. Pedestrians, including school children, will continue to access a sidewalk along the south side of E Street after E Street is closed for construction. This closure will allow continued pedestrian access and maintenance of landscaping, while eliminating the general public's vehicular access to the former roadway. Main Street will be redesigned so that the sixteen feet wide closed portion of the narrowed street will be adjacent to the park on its west side. This will allow more trees to be planted in the approximately 3,000 square foot area of additional parkland.

FISCAL AND ECONOMIC IMPACT

The estimated costs for the total project are as follows:

	Prebid Estimate	Current Estimate
Preliminary Engineering and EIR	\$ 3,000,000	\$ 3,000,000
Design Support	8,000,000	8,200,000
Construction	59,600,000	50,297,424
Construction Support	5,400,000	7,502,576
Right-of-Way Acquisition	22,000,000	25,500,000
Total	\$ 98,000,000	\$ 94,500,000

The sources of funds for the project are as follows:

ACTA	\$ 80,000,000
City of Hayward	1,900,000
Rule 20A	4,500,000
Private Developers	800,000
Real Estate Transactions	2,400,000
LATIP	4,900,000
Total	\$ 94,500,000

PUBLIC CONTACT

Since Council approved the project, staff has continued to meet with and respond to questions from property owners, business owners, and residents. Seven signs have been erected along the project route to explain that the project will be starting soon. A letter was sent to all owners in Underground Districts #25 and #27 that will require service conversions to request right-of-entry permits to allow the City's contractor and the utility companies to perform the work. The City's real property agent has contacted these owners for these right-of-entries and other owners where public utility easements and/or temporary construction easements are required.

The City's website has information about this project, including the Draft and Final EIRs for the project. Regular updates are planned to include reports on construction schedule, important construction milestones, and traffic disruptions. The public information process will be ongoing during the project's construction phase, including the use of newspaper publications and radio announcements.

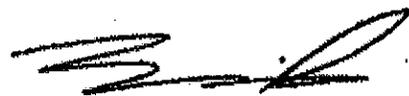
SCHEDULE

Award Contract	July 20, 2010
Begin Construction	August 16, 2010
Complete Construction	December, 2012

Prepared by: Morad Fakhrai, Deputy Director of Public Works

Recommended by: Robert A. Bauman, Director of Public Works

Approved by:



Fran David, City Manager

Attachments:

- Attachment I: Resolution – Addenda Approval and Contract Award
- Attachment II: Resolution – Summary Vacation of City Street Segments
- Attachment III: Bid Summary
- Attachment IV: Bay Cities Request and City Response
- Attachment V: Gallagher and Burk Protest and City Response
- Attachment VI: Gallagher and Burk Supplemental Protest and City Response
- Attachment VII: Bay Cities Protest and City Response

HAYWARD CITY COUNCIL

RESOLUTION NO. 10-_____

Introduced by Council Member _____

RESOLUTION APPROVING ADDENDUM NOS. 1, 2, AND 3 MODIFYING THE PLANS AND SPECIFICATIONS FOR THE ROUTE 238 CORRIDOR IMPROVEMENT PROJECT, PROJECT NO. 5117, REJECTING ALL BID PROTESTS, AND AWARDING CONTRACT TO TOP GRADE CONSTRUCTION, INC.

BE IT RESOLVED by the City Council of the City of Hayward as follows:

WHEREAS, by resolution on April 20, 2010, the City Council approved the plans and specifications for the Route 238 Corridor Improvement Project, Project No. 5117, and called for bids to be received on June 1, 2010; and

WHEREAS, Addendum No. 1 was issued for the project on May 21, 2010, with modifications focused on Alameda County Transportation Authority local and small business goals and an extension of the bid opening to June 22, 2010; and

WHEREAS, Addendum No. 2 was issued for the project on June 2, 2010, with modifications responding to questions posed by bidders and other revisions identified during the bid period; and

WHEREAS, Addendum No. 3 was issued for the project on June 15, 2010, with modifications responding to questions posed by bidders and additional modifications to resolve late design review comments from PG&E; and

WHEREAS, on June 22, 2010, at bid opening, seven bids were received, ranging from \$46,853,143.00 to \$60,255,607.00; Bay Cities Paving and Grading, Inc., of Oakland ("Bay Cities"), submitted the lowest apparent bid in the amount of \$46,853,143.00, and Top Grade Construction, Inc., of Livermore ("Top Grade") submitted the second lowest apparent bid in the amount of \$50,297,424.10, both of which were well below the Engineer's Estimate of \$65,200,000.00; and

WHEREAS, the apparent low bid submitted by Bay Cities in the amount of \$46,853,143.00 contained an arithmetical error, which, when corrected, increased the overall total of the bid to \$52,901,132.05; and

WHEREAS, staff received a written request from Bay Cities to waive the arithmetical error in its bid, which request was reviewed and denied by the City Attorney, who determined that the arithmetical error was material and gave Bay Cities the capacity to withdraw its bid without forfeiting its bid bond, thus providing Bay Cities with an unfair competitive advantage over other bidders whose bids contained no mistakes and could not be withdrawn; and

WHEREAS, written protests of the apparent second lowest bid by Top Grade were received on July 1 and July 10, 2010, from Gallagher & Burk of Oakland and on July 12, 2010, from Bay Cities, alleging that Top Grade's bid was incomplete because it did not include a total bid amount for many of the Bid Items, that Top Grade failed to meet the goal for local business participation, that Top Grade's bid erroneously listed the amount of work to be performed by its subcontractors, and that Top Grade's bid was unbalanced; and

WHEREAS, the City Attorney has reviewed the protests by Gallagher & Burk and Bay Cities and, after serious consideration, determined that the protests should be rejected because any balancing of the bid did not constitute a material variation from the bid specifications, the failure to include the total bid amounts was immaterial because the instructions to bidders clearly defines that the unit bid price amount would be used to determine any discrepancy between unit price and total price, and the local business goals were met.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hayward:

1. That the above recitals are hereby declared to be true and correct and findings of the City Council of the City of Hayward.
2. That Addendum Nos. 1, 2, and 3 are hereby approved and adopted as part of the plans and specifications of the project.
3. That, based on substantial evidence in the whole record presented before the City Council concerning award of the Route 238 Corridor Improvement Project, Project No. 5117, the corrected bid of Bay Cities Paving and Grading, Inc., in the amount of \$52,901,132.05, is hereby found to contain an arithmetical error not subject to waiver in accordance with the cases of *Valley Crest Landscape, Inc. v. City Council* (1996) 41 Cal.App.4th 1432, *Menefee v County of Fresno* (1985) 163 Cal.App.3d 1175, 1181, and other applicable law, and the request to correct this error is hereby rejected.
4. That the bid protests submitted by Gallagher & Burk and Bay Cities to Top Grade's bid are hereby rejected on the bases that: (1) the bidding instructions control the City's response and require the item price to prevail; (2) all bidders had the same opportunity to incorporate the

Attachment I

subcontractors' unit prices and were subject to the same Directions for Bidders; (3) Top Grade's omission of some total prices neither makes its bid unresponsive nor provides a competitive advantage; (4) Top Grade did not misstate the dollar amount of work to be performed by its subcontractors; (5) Top Grade has met the LBE goal; (6) the balancing in Top Grade's bid does not render it unresponsive; and (7) to the extent any irregularities exist in Top Grade's bid, they are inconsequential.

5. That, based on substantial evidence in the whole record presented before the City Council concerning the award of the Route 238 Corridor Improvement Project, Project No. 5117, and in accordance with California Public Contract Code Section 20160 *et seq.* and other applicable law, the City Council of the City of Hayward waives any and all discrepancies in the bid of Top Grade Construction, Inc., for the Route 238 Corridor Improvement Project, Project No. 5117, and finds the bid of Top Grade Construction, Inc., in the amount of \$50,297,424.10, to be the lowest responsive bid for the Route 238 Corridor Improvement Project.

6. That Top Grade Construction, Inc., is hereby awarded the contract for Route 238 Corridor Improvement Project, Project No. 5117, in the amount of \$50,297,424.10, in accordance with the plans and specifications adopted therefor and on file in the office of the City Clerk of the City of Hayward, and all other bids are hereby rejected. This award is conditioned upon Top Grade Construction, Inc., timely executing the project contract and submitting all required documents, including, but not limited to, executed bonds, certificates of insurance, and endorsements, in accordance with the Project bid documents.

7. That the City Council of the City of Hayward hereby authorizes and directs the City Manager to execute the hereinabove mentioned contract in the name of and for and on behalf of the City of Hayward, in a form to be approved by the City Attorney.

IN COUNCIL, HAYWARD, CALIFORNIA _____, 2010

ADOPTED BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
City Clerk of the City of Hayward

APPROVED AS TO FORM:

City Attorney of the City of Hayward

Attachment I

DRAFT

HAYWARD CITY COUNCIL

RESOLUTION NO. 10-_____

Introduced by Council Member _____

RESOLUTION SUMMARILY VACATING A PORTION OF BERRY AVENUE AND WILLIS AVENUE EFFECTIVE UPON COMPLETION OF CONSTRUCTION OF THE ROUTE 238 CORRIDOR IMPROVEMENT PROJECT IMPROVEMENTS FOR THOSE RIGHTS-OF-WAY

WHEREAS, City Council approved a Final Environmental Impact Report for the Route 238 Corridor Improvement Project on November 27, 2007, that addressed the project improvements and the City's subsequent need to close a portion of certain street right-of-way segments; and

WHEREAS, the portions of the street rights-of-way to be closed includes Berry Avenue between Mission Boulevard and Belmont Avenue, and Willis Avenue between Mission Boulevard and Francisco Street; and

WHEREAS, upon the recordation of Council's resolution approving the vacations, the City would retain an easement for underground utility and maintenance purposes as necessary and ownership of the land at Berry Avenue and Willis Avenue would revert to the adjacent property owners; and

WHEREAS, vacation of excess right-of-way is categorically exempt under section 15305, Class 5, Minor Alterations of Land Use Limitations of the California Environmental Quality Act (CEQA) Guidelines, and qualifies as a summary vacation as defined under the California Streets and Highways Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hayward that, pursuant to California Streets and Highways Code Section 8334(a), it is hereby ordered that the portions of the street rights-of-way of Berry Avenue and Willis Avenue, as more fully described in Attachment II-a, attached hereto and made a part hereof, are hereby vacated, to be effective only upon the completion of the appropriate Route 238 Corridor Improvement Project improvements and the approval of said improvements by the City Manager, and, after such approval is given, the City Clerk is authorized and directed to cause a certified copy of this resolution to be recorded in the office of the County Recorder of Alameda.

BE IT FURTHER RESOLVED that the City reserves an easement for the existing utilities within the rights-of-way to be vacated and for access to those utilities for maintenance and for any improvements necessary for their continued operation in a safe, functional manner.

IN COUNCIL, HAYWARD, CALIFORNIA _____, 2010

ADOPTED BY THE FOLLOWING VOTE:

AYES:

NOES:

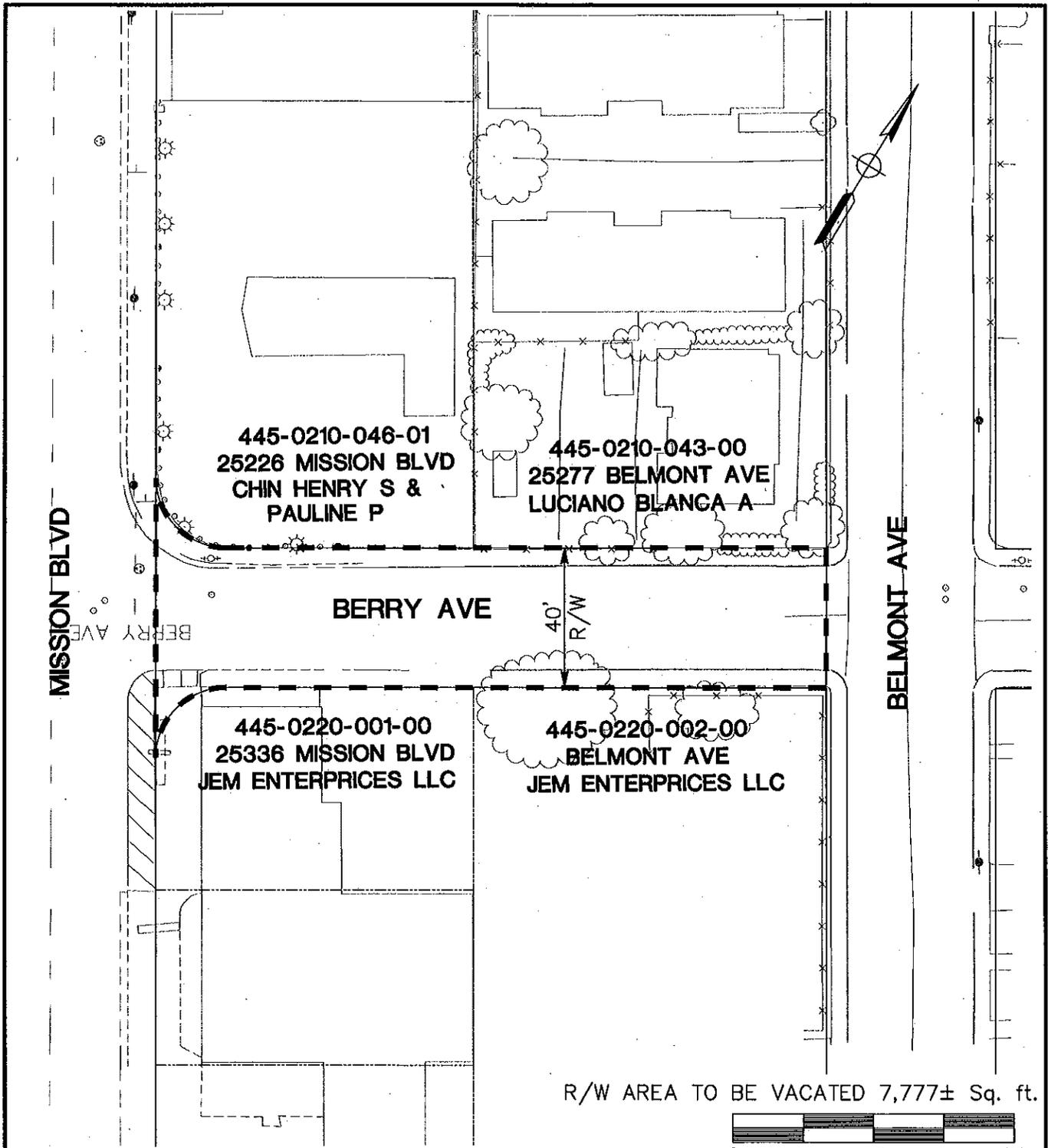
ABSTAIN:

ABSENT:

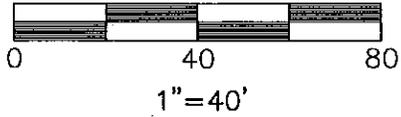
ATTEST: _____
City Clerk of the City of Hayward

APPROVED AS TO FORM:

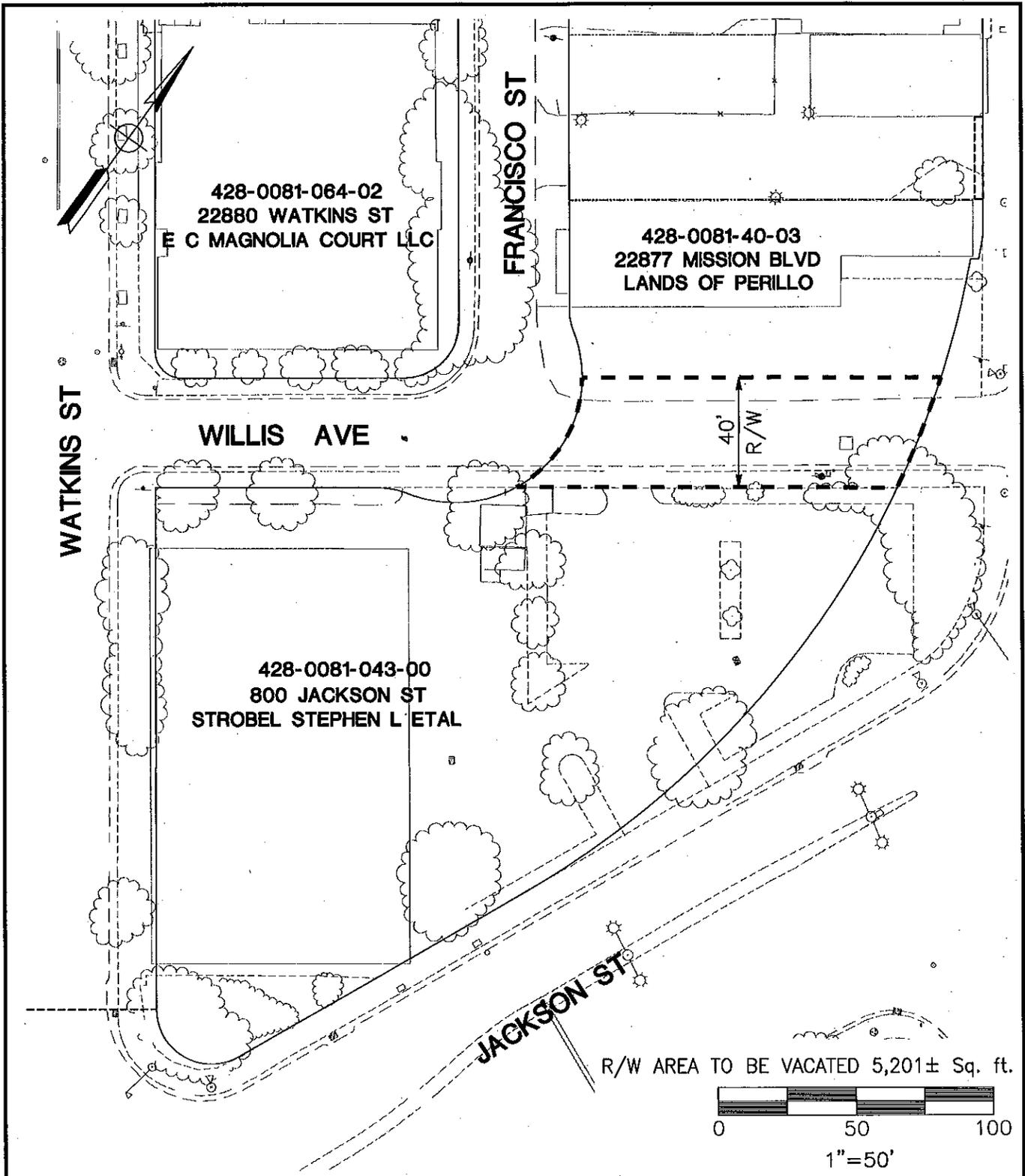
City Attorney of the City of Hayward



R/W AREA TO BE VACATED 7,777± Sq. ft.



 <p>Mark Thomas & Company, Inc.</p>	<p>ROUTE 238 IMPROVEMENT HAYWARD</p>	<p>In Alameda County, California</p>
<p>Scale 1" = 40' Date 7-7-2010 Drawn By TL Checked By DM</p>	<p>EXHIBIT FOR VACATION OF RIGHT OF WAY ON EXISTING BERRY AVE</p>	<p>7/7/2010</p>



 <p>Mark Thomas & Company, Inc.</p>	<p>ROUTE 238 IMPROVEMENT HAYWARD</p>	<p>In Alameda County, California</p>
<p>Scale 1" = 50' Date 7-7-2010 Drawn By TL Checked By DM</p>	<p>EXHIBIT FOR VACATION OF RIGHT OF WAY ON WILLIS AVE</p>	<p>7/7/2010</p>

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
 PROJECT NO. 5117
 BIDS OPENED: JUNE 22, 2010
 (NUMBER OF BIDS RECEIVED - 7)

BID SUMMARY					ENGINEER'S ESTIMATE		Top Grade Construction, Inc. 50 Contractors St. Livermore, CA 94551 (925) 449-5764 (925) 449-5875 Fax		Gallagher & Burk Inc. 344 High Street Oakland, CA 94601 (510) 261-0466 (510) 261-0478 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	10-1.00	1	LS	CONSTRUCTION PROJECT INFORMATION SIGNS	15,000.00	15,000.00	2,000.00	2,000.00	2,000.00	2,000.00
2	10-1.02	1	LS	WATER POLLUTION CONTROL	600,000.00	600,000.00	100,000.00	100,000.00	50,000.00	50,000.00
3	10-1.15	1	LS	MOBILIZATION	4,240,000.00	4,240,000.00	4,000,000.00	4,000,000.00	5,060,000.00	5,060,000.00
4S	10-1.16	1	LS	CONSTRUCTION AREA SIGNS	25,000.00	25,000.00	15,000.00	15,000.00	10,000.00	10,000.00
5S	10-1.17	1	LS	TRAFFIC MANAGEMENT PLAN	50,000.00	50,000.00	2,500.00	2,500.00	5,000.00	5,000.00
6S	10-1.19	1	LS	TRAFFIC CONTROL SYSTEM	1,325,000.00	1,325,000.00	150,000.00	150,000.00	175,000.00	175,000.00
7S	10-1.20	1	LS	TEMPORARY PAVEMENT MARKINGS	300,000.00	300,000.00	16,000.00	16,000.00	100,000.00	100,000.00
8	10-1.23	1,400	LF	REMOVE FENCE	10.00	14,000.00	3.00	4,200.00	3.00	4,200.00
9	10-1.23	37	EA	REMOVE NEWS STAND	200.00	7,400.00	88.00	3,256.00	100.00	3,700.00
10	10-1.23	293	EA	REMOVE TREE	200.00	58,600.00	425.00	124,525.00	400.00	117,200.00
11	10-1.23	11	EA	RELOCATE BUS SHELTER	2,500.00	27,500.00	800.00	8,800.00	1,000.00	11,000.00
12	10-1.23	1	EA	RELOCATE BENCH	200.00	200.00	300.00	300.00	500.00	500.00
13	10-1.23	27	EA	RESET TRASH RECEPTICAL	100.00	2,700.00	90.00	2,430.00	300.00	8,100.00
14	10-1.23	52	EA	RESET NEWSSTAND	90.00	4,680.00	75.00	3,900.00	250.00	13,000.00
15	10-1.23	6	EA	RESET BENCH	200.00	1,200.00	265.00	1,590.00	500.00	3,000.00
16	10-1.23	3	EA	RESET BIKE RACK	150.00	450.00	195.00	585.00	500.00	1,500.00
17	10-1.23	1	EA	RESET PAY TELEPHONE	300.00	300.00	300.00	300.00	500.00	500.00
18	10-1.23	8	EA	REMOVE PEDESTRIAN BARRICADE	100.00	800.00	60.00	480.00	250.00	2,000.00
19	10-1.23	1	EA	REMOVE BIKE RACK	125.00	125.00	100.00	100.00	500.00	500.00
20	10-1.23	30	LF	REMOVE ASPHALT CONCRETE DIKE	10.00	300.00	2.00	60.00	5.00	150.00
21	10-1.23	1	LS	REMOVE TRAFFIC PAVEMENT MARKINGS	17,500.00	17,500.00	70,000.00	70,000.00	100,000.00	100,000.00
22	10-1.23	4,830	CY	REMOVE BASE AND SURFACING	20.00	96,600.00	14.00	67,620.00	5.00	24,150.00
23	10-1.23	289,300	SQYD	COLD PLANE AC PAVEMENT (2" MIN)	2.00	578,600.00	0.90	260,370.00	1.00	289,300.00
24	10-1.23	43,700	LF	REMOVE CONCRETE (MEDIAN CURB)	5.00	218,500.00	0.35	15,295.00	3.00	131,100.00
25	10-1.23	50,650	LF	REMOVE CONCRETE (CURB AND GUTTER)	10.00	506,500.00	1.60	81,040.00	3.00	151,950.00
26	10-1.23	540,000	SF	REMOVE CONCRETE (SIDEWALK AND MEDIAN PAVING)	2.00	1,080,000.00	0.50	270,000.00	1.00	540,000.00
27	10-1.23	30	LF	REMOVE CONCRETE (RETAINING WALL)	125.00	3,750.00	32.00	960.00	300.00	9,000.00
28	10-1.23	210	LF	REMOVE BRICK WALL	65.00	13,650.00	5.00	1,050.00	150.00	31,500.00
29	10-1.23	188,300	SF	REMOVE CONCRETE PAVEMENT	5.00	941,500.00	0.50	94,150.00	1.00	188,300.00
30	10-1.23	29	EA	REMOVE INLET	900.00	26,100.00	1,200.00	34,800.00	500.00	14,500.00
31	10-1.23	115	LF	REMOVE STORM DRAIN	50.00	5,750.00	30.00	3,450.00	60.00	6,900.00

Attachment III

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
 PROJECT NO. 5117
 BIDS OPENED: JUNE 22, 2010
 (NUMBER OF BIDS RECEIVED - 7)

BID SUMMARY					ENGINEER'S ESTIMATE		Top Grade Construction, Inc. 50 Contractors St. Livermore, CA 94551 (925) 449-5764 (925) 449-5875 Fax		Gallagher & Burk Inc. 344 High Street Oakland, CA 94601 (510) 261-0466 (510) 261-0478 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
32	10-1.23	3	EA	REMOVE CONCRETE HEADWALL	1,500.00	4,500.00	2,000.00	6,000.00	1,000.00	3,000.00
33	10-1.23	46	EA	RELOCATE FIRE HYDRANT	3,000.00	138,000.00	6,600.00	303,600.00	2,500.00	115,000.00
34	10-1.23	72	EA	RELOCATE WATER METER	2,000.00	144,000.00	560.00	40,320.00	650.00	46,800.00
35	10-1.23	5	EA	RELOCATE PARKING LOT SIGN	125.00	625.00	1,000.00	5,000.00	1,000.00	5,000.00
36	10-1.23	14	EA	RELOCATE PARKING LOT LIGHT	900.00	12,600.00	2,600.00	36,400.00	2,500.00	35,000.00
37	10-1.23	2	EA	RELOCATE COMMERCIAL SIGN	1,500.00	3,000.00	2,000.00	4,000.00	1,250.00	2,500.00
38	10-1.23	1	EA	REMOVE TRASH ENCLOSURE	2,000.00	2,000.00	475.00	475.00	5,000.00	5,000.00
39	10-1.23	91	EA	REMOVE BOLLARD	60.00	5,460.00	31.00	2,821.00	300.00	27,300.00
40S	10-1.23	1	LS	SAN LORENZO CREEK BRIDGE REMOVAL (PORTION)	21,000.00	21,000.00	26,000.00	26,000.00	25,000.00	25,000.00
41	10-1.23	3	EA	REMOVE OVERHEAD SIGN STRUCTURE	9,000.00	27,000.00	5,100.00	15,300.00	2,500.00	7,500.00
42	10-1.23	568	EA	REMOVE ROADSIDE SIGN	150.00	85,200.00	40.00	22,720.00	50.00	28,400.00
43	10-1.23	76	EA	RELOCATE ROADSIDE SIGN	225.00	17,100.00	130.00	9,880.00	125.00	9,500.00
44	10-1.23	610	LF	ABANDON STORM DRAIN	25.00	15,250.00	27.00	16,470.00	40.00	24,400.00
45	10-1.23	5	EA	ABANDON INLET	1,200.00	6,000.00	950.00	4,750.00	1,000.00	5,000.00
46	10-1.23	90	EA	ADJUST MONUMENT FRAME AND COVER TO GRADE	250.00	22,500.00	350.00	31,500.00	300.00	27,000.00
47	10-1.23	371	EA	ADJUST MANHOLE FRAME AND COVER TO GRADE	300.00	111,300.00	670.00	248,570.00	600.00	222,600.00
48	10-1.23	18	EA	ADJUST SEWER CLEANOUT TO GRADE	250.00	4,500.00	670.00	12,060.00	500.00	9,000.00
49	10-1.23	327	EA	ADJUST WATER VALVE BOX TO GRADE	250.00	81,750.00	350.00	114,450.00	300.00	98,100.00
50	10-1.23	253	EA	ADJUST WATER METER BOX TO GRADE	250.00	63,250.00	260.00	65,780.00	300.00	75,900.00
51	10-1.23	346	EA	ADJUST UTILITY BOX TO GRADE	300.00	103,800.00	350.00	121,100.00	300.00	103,800.00
52	10-1.23	37	EA	ADJUST FIRE HYDRANT TO GRADE	2,000.00	74,000.00	230.00	8,510.00	1,000.00	37,000.00
53	10-1.23	19	EA	MODIFY INLET	1,000.00	19,000.00	2,000.00	38,000.00	1,500.00	28,500.00
54	10-1.23	45	EA	MODIFY INLET TO MANHOLE	3,000.00	135,000.00	2,850.00	128,250.00	1,400.00	63,000.00
55	10-1.23	4	EA	MODIFY INLET TO ACFCD (TYPE VI)	7,500.00	30,000.00	1,750.00	7,000.00	1,400.00	5,600.00
56	10-1.23	7	EA	MODIFY INLET TO ECCENTRIC MANHOLE	2,200.00	15,400.00	2,950.00	20,650.00	1,500.00	10,500.00
57	10-1.24	1	LS	CLEARING AND GRUBBING	55,000.00	55,000.00	25,000.00	25,000.00	300,000.00	300,000.00
58	10-1.25	1	LS	DEVELOP WATER SUPPLY	30,000.00	30,000.00	10,000.00	10,000.00	50,000.00	50,000.00
59F	10-1.26	59,860	CY	ROADWAY EXCAVATION	25.00	1,496,500.00	30.00	1,795,800.00	60.00	3,591,600.00
60F	10-1.26	1,760	CY	IMPORTED BORROW	50.00	88,000.00	1.00	1,760.00	1.00	1,760.00
61	10-1.28	10,700	CY	AGGREGATE SUBBASE (CLASS 4)	29.00	310,300.00	25.00	267,500.00	60.00	642,000.00

Attachment III

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
 PROJECT NO. 5117
 BIDS OPENED: JUNE 22, 2010
 (NUMBER OF BIDS RECEIVED - 7)

BID SUMMARY					ENGINEER'S ESTIMATE		Top Grade Construction, Inc. 50 Contractors St. Livermore, CA 94551 (925) 449-5764 (925) 449-5875 Fax		Gallagher & Burk Inc. 344 High Street Oakland, CA 94601 (510) 261-0466 (510) 261-0478 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
62	10-1.31	102,000	TN	HOT MIX ASPHALT (TYPE A)	63.00	6,426,000.00	65.00	6,630,000.00	65.00	6,630,000.00
63	10-1.31	3,600	TN	HOT MIX ASPHALT (DRIVEWAY CONFORMS)	125.00	450,000.00	1.00	3,600.00	65.00	234,000.00
64	10-1.33	15,300	TN	HOT MIX ASPHALT (FULL DEPTH SPOT REPAIRS)	80.00	1,224,000.00	85.00	1,300,500.00	80.00	1,224,000.00
65s	10-1.35	200	LF	42" CIDH CONCRETE PILING (SIGNAL BRIDGE)	1,000.00	200,000.00	256.00	51,200.00	250.00	50,000.00
66F	10-1.36	333	CY	STRUCTURAL CONCRETE (RETAINING WALL)	1,850.00	616,050.00	1,100.00	366,300.00	1,300.00	432,900.00
67F	10-1.36	61	LF	RETAINING WALL (MASONRY BLOCK)	85.00	5,185.00	105.00	6,405.00	100.00	6,100.00
68F	10-1.36	60	CY	STRUCTURAL CONCRETE (BRIDGE SIDEWALK AND MEDIAN)	1,200.00	72,000.00	475.00	28,500.00	500.00	30,000.00
69F	10-1.36	104	CY	STRUCTURAL CONCRETE (FOOTING)	2,060.00	214,240.00	810.00	84,240.00	1,500.00	156,000.00
70	10-1.36	81	EA	DRAINAGE INLET (COH TYPE A, SD-402)	4,000.00	324,000.00	2,650.00	214,650.00	2,500.00	202,500.00
71	10-1.36	6	EA	DRAINAGE INLET (COH TYPE C, SD-403)	5,000.00	30,000.00	4,250.00	25,500.00	2,500.00	15,000.00
72	10-1.36	11	EA	DRAINAGE INLET (COH TYPE D, SD-404)	4,000.00	44,000.00	2,250.00	24,750.00	2,000.00	22,000.00
73	10-1.36	7	EA	DRAINAGE INLET (COH TYPE E, SD-405)	4,000.00	28,000.00	2,150.00	15,050.00	2,000.00	14,000.00
74	10-1.36	9	EA	DRAINAGE INLET - (ACFCD TYPE VI)	8,000.00	72,000.00	7,100.00	63,900.00	2,500.00	22,500.00
75	10-1.36	9	EA	DRAINAGE INLET - (CALTRANS TYPE G3)	10,000.00	90,000.00	4,200.00	37,800.00	2,000.00	18,000.00
76	10-1.36	1	EA	STORM DRAIN MANHOLE (ACFCD TYPE I)	8,000.00	8,000.00	9,400.00	9,400.00	4,000.00	4,000.00
77	10-1.36	1	EA	STORM DRAIN MANHOLE (ACFCD TYPE II)	8,000.00	8,000.00	9,100.00	9,100.00	4,000.00	4,000.00
78	10-1.36	1	EA	STORM DRAIN MANHOLE (ACFCD TYPE III)	8,000.00	8,000.00	9,600.00	9,600.00	4,000.00	4,000.00
79	10-1.36	1	EA	STORM DRAIN MANHOLE (ACFCD TYPE IV)	5,000.00	5,000.00	9,500.00	9,500.00	4,000.00	4,000.00
80	10-1.36	10	EA	STORM DRAIN MANHOLE (COH TYPE A, SD-410)	4,000.00	40,000.00	3,100.00	31,000.00	4,000.00	40,000.00
81	10-1.36	3	EA	REINFORCED CONCRETE PIPE JOINT COLLAR (COH SD-412)	1,000.00	3,000.00	1,650.00	4,950.00	2,000.00	6,000.00
82	10-1.36	2	EA	STANDARD AREA DRAIN (COH SD-118)	1,500.00	3,000.00	750.00	1,500.00	500.00	1,000.00
83	10-1.36	124	EA	STANDARD AREA CURB DRAIN (COH SD-118)	900.00	111,600.00	700.00	86,800.00	700.00	86,800.00
84	10-1.36	4	EA	SITE DRAIN	1,500.00	6,000.00	550.00	2,200.00	2,500.00	10,000.00
85S	10-1.40	1	EA	SIGNAL BRIDGE (95 FOOT SPAN)	302,000.00	302,000.00	90,000.00	90,000.00	110,000.00	110,000.00
86S	10-1.40	2	EA	SIGNAL BRIDGE (103 FOOT SPAN)	308,000.00	616,000.00	93,000.00	186,000.00	120,000.00	240,000.00
87S	10-1.40	2	EA	SIGNAL BRIDGE (135 FOOT SPAN)	330,000.00	660,000.00	109,000.00	218,000.00	130,000.00	260,000.00
88S	10-1.41	411	EA	ROADSIDE SIGN (ONE POST)	250.00	102,750.00	135.00	55,485.00	125.00	51,375.00
89S	10-1.41	41	EA	ROADSIDE SIGN (TWO POST)	500.00	20,500.00	245.00	10,045.00	250.00	10,250.00
90S	10-1.42	471	EA	ROADSIDE SIGN ON STREET LIGHT OR EXISTING POST	225.00	105,975.00	40.00	18,840.00	40.00	18,840.00

Attachment III

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
 PROJECT NO. 5117
 BIDS OPENED: JUNE 22, 2010
 (NUMBER OF BIDS RECEIVED - 7)

Attachment III

BID SUMMARY					ENGINEER'S ESTIMATE		Top Grade Construction, Inc. 50 Contractors St. Livermore, CA 94551 (925) 449-5764 (925) 449-5875 Fax		Gallagher & Burk Inc. 344 High Street Oakland, CA 94601 (510) 261-0466 (510) 261-0478 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
91	10-1.47	960	LF	12" REINFORCED CONCRETE PIPE	90.00	86,400.00	72.00	69,120.00	100.00	96,000.00
92	10-1.47	3,650	LF	18" REINFORCED CONCRETE PIPE	95.00	346,750.00	77.00	281,050.00	100.00	365,000.00
93	10-1.47	16	LF	21" REINFORCED CONCRETE PIPE	100.00	1,600.00	112.00	1,792.00	100.00	1,600.00
94	10-1.47	460	LF	24" REINFORCED CONCRETE PIPE	100.00	46,000.00	117.00	53,820.00	110.00	50,600.00
95	10-1.47	10	LF	36" REINFORCED CONCRETE PIPE	200.00	2,000.00	265.00	2,650.00	150.00	1,500.00
96	10-1.47	115	LF	54" REINFORCED CONCRETE PIPE	250.00	28,750.00	320.00	36,800.00	200.00	23,000.00
97	10-1.49	8,010	SF	MINOR CONCRETE (VALLEY GUTTER)	16.00	128,160.00	6.00	48,060.00	6.00	48,060.00
98	10-1.49	42,730	LF	MINOR CONCRETE (8" MEDIAN CURB)	11.00	470,030.00	11.00	470,030.00	10.00	427,300.00
99	10-1.49	22,030	SF	MINOR CONCRETE (CURB RAMP)	12.00	264,360.00	3.50	77,105.00	3.00	66,090.00
100	10-1.49	292,990	SF	MINOR CONCRETE (SIDEWALK)	5.50	1,611,445.00	3.25	952,217.50	4.00	1,171,960.00
101	10-1.49	105,150	SF	MINOR CONCRETE (DRIVEWAY)	15.00	1,577,250.00	3.85	404,827.50	4.00	420,600.00
102	10-1.49	56,130	LF	MINOR CONCRETE (COH STD. CURB AND GUTTER, SD-108)	17.50	982,275.00	17.50	982,275.00	20.00	1,122,600.00
103	10-1.49	6,400	LF	MINOR CONCRETE (RETAINING CURB)	15.00	96,000.00	13.50	86,400.00	12.00	76,800.00
104	10-1.49	1,480	LF	MINOR CONCRETE (6" PARKING LOT CURB)	10.00	14,800.00	13.00	19,240.00	12.00	17,760.00
105	10-1.49	12	EA	REMOVABLE CURB SECTION	2,000.00	24,000.00	1,200.00	14,400.00	1,000.00	12,000.00
106	10-1.50	5,880	SF	CURB RAMP DETECTABLE WARNING SURFACE	20.00	117,600.00	18.50	108,780.00	20.00	117,600.00
107S	10-1.51	26	LF	WOOD FENCE (SPLIT RAIL)	75.00	1,950.00	39.00	1,014.00	100.00	2,600.00
108S	10-1.52	85	LF	WOOD FENCE (6' PRIVACY, 1" X 6" DOG-EARED PICKETS)	90.00	7,650.00	39.00	3,315.00	60.00	5,100.00
109S	10-1.53	750	LF	CHAIN LINK FENCE (TYPE CL-6)	20.00	15,000.00	13.00	9,750.00	16.00	12,000.00
110S	10-1.54	1,087	LF	DECORATIVE STEEL BARRIER RAILING	300.00	326,100.00	169.00	183,703.00	170.00	184,790.00
111S	10-1.54	310	LF	STEEL PIPE RAILING	175.00	54,250.00	76.00	23,560.00	80.00	24,800.00
112	10-1.55	56	EA	OBJECT MARKER (TYPE K)	100.00	5,600.00	15.00	840.00	25.00	1,400.00
113S	10-1.56	128,300	LF	THERMOPLASTIC TRAFFIC STRIPE	2.50	320,750.00	0.28	35,924.00	0.70	89,810.00
114S	10-1.56	32,530	SF	THERMOPLASTIC PAVEMENT MARKING	8.75	284,637.50	2.00	65,060.00	3.00	97,590.00
115S	10-1.57	3,050	LF	PAINTED TRAFFIC STRIPE (PARKING LOT)	1.50	4,575.00	0.95	2,897.50	1.00	3,050.00
116S	10-1.57	1,250	SF	PAINTED PAVEMENT MARKING (PARKING LOT)	5.00	6,250.00	2.00	2,500.00	3.00	3,750.00
117S	10-1.59	46	EA	HYDRANT BLUE REFLECTIVE PAVEMENT MARKER	12.00	552.00	15.00	690.00	10.00	460.00
118S	10-1.60	800	SF	RUBBER SIDEWALK	25.00	20,000.00	21.00	16,800.00	20.00	16,000.00
119	10-1.61	11	EA	PEDESTRIAN BARRICADE	750.00	8,250.00	555.00	6,105.00	500.00	5,500.00
120	10-1.62	27	EA	PARKING BUMPER (PRECAST CONCRETE)	200.00	5,400.00	32.00	864.00	50.00	1,350.00
121	10-1.63	5	EA	BOLLARD (COH SD-223)	175.00	875.00	700.00	3,500.00	500.00	2,500.00

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
 PROJECT NO. 5117
 BIDS OPENED: JUNE 22, 2010
 (NUMBER OF BIDS RECEIVED - 7)

Attachment III

BID SUMMARY					ENGINEER'S ESTIMATE		Top Grade Construction, Inc.		Gallagher & Burk Inc.	
							50 Contractors St. Livermore, CA 94551 (925) 449-5764 (925) 449-5875 Fax		344 High Street Oakland, CA 94601 (510) 261-0466 (510) 261-0478 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
122	10-1.64	1	EA	TRASH ENCLOSURE	5,000.00	5,000.00	6,400.00	6,400.00	4,000.00	4,000.00
123	10-1.65	15	EA	TREE WELL STORM WATER FILTER UNIT (5' X 13')	20,000.00	300,000.00	22,000.00	330,000.00	3,000.00	45,000.00
124	10-1.66	95	LF	8" PVC (SEWER - SDR 26)	105.00	9,975.00	205.00	19,475.00	60.00	5,700.00
125S	10-1.67	289,200	SGYD	PAVEMENT REINFORCING FABRIC	0.20	57,840.00	1.73	500,316.00	1.75	506,100.00
126S	10-1.69	4	EA	MUNICIPAL PARKING LOT SIGN (TYPE F1)	250.00	1,000.00	5,100.00	20,400.00	7,500.00	30,000.00
127	10-1.70	5	EA	INSTALL NEWS STAND AND BOXES	200.00	1,000.00	550.00	2,750.00	1,500.00	7,500.00
128	10-2	82	EA	RECONNECT WATER SERVICE LATERAL (3/4" TO 2")	2,000.00	164,000.00	2,100.00	172,200.00	1,000.00	82,000.00
129	10-2	1	EA	RECONNECT WATER SERVICE LATERAL (6")	3,000.00	3,000.00	6,500.00	6,500.00	2,000.00	2,000.00
130	10-2	2	EA	RECONNECT WATER SERVICE LATERAL (8")	5,000.00	10,000.00	8,000.00	16,000.00	3,000.00	6,000.00
131	10-2	6	EA	RECONNECT FIRE SERVICE	3,000.00	18,000.00	6,000.00	36,000.00	3,000.00	18,000.00
132	10-2	6	EA	RECONNECT FIRE HYDRANT	3,000.00	18,000.00	6,900.00	41,400.00	3,000.00	18,000.00
132A	10-2	1	EA	RELOCATE BACKFLOW PREVENTER	10,000.00	10,000.00	5,000.00	5,000.00	3,500.00	3,500.00
133	10-2	3	EA	FIRE HYDRANT	4,000.00	12,000.00	8,200.00	24,600.00	5,000.00	15,000.00
133A	10-2	700	LF	6" PVC (WATER)	80.00	56,000.00	80.00	56,000.00	60.00	42,000.00
134	10-2	2,700	LF	8" PVC (WATER)	90.00	243,000.00	105.00	283,500.00	60.00	162,000.00
134A	10-2	320	LF	6" DUCTILE IRON PIPE (WATER)	120.00	38,400.00	81.00	25,920.00	80.00	25,600.00
135	10-2	200	LF	8" DUCTILE IRON PIPE (WATER)	150.00	30,000.00	355.00	71,000.00	85.00	17,000.00
136	10-2	6,700	LF	12" PVC (WATER)	130.00	871,000.00	146.00	978,200.00	65.00	435,500.00
137	10-2	22	LF	12" DUCTILE IRON PIPE (WATER)	140.00	3,080.00	665.00	14,630.00	100.00	2,200.00
138	10-2	2	EA	4" GATE VALVE (WATER)	1,300.00	2,600.00	900.00	1,800.00	1,500.00	3,000.00
139	10-2	30	EA	6" GATE VALVE (WATER)	1,300.00	39,000.00	1,000.00	30,000.00	1,800.00	54,000.00
140	10-2	12	EA	8" GATE VALVE (WATER)	1,500.00	18,000.00	1,350.00	16,200.00	2,500.00	30,000.00
141	10-2	13	EA	12" GATE VALVE (WATER)	2,500.00	32,500.00	2,500.00	32,500.00	3,000.00	39,000.00
142S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 1 - MISSION BLVD AT INDUSTRIAL PKWY)	71,800.00	71,800.00	73,000.00	73,000.00	25,000.00	25,000.00
143S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 2 - MISSION BLVD AT VALLE VISTA AVE)	211,600.00	211,600.00	170,000.00	170,000.00	100,000.00	100,000.00
144S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 3 - MISSION BLVD AT LA VISTA QUARRY ENTRANCE)	57,700.00	57,700.00	6,000.00	6,000.00	5,000.00	5,000.00
145S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 4 - MISSION BLVD AT TENNYSON ROAD)	315,700.00	315,700.00	240,000.00	240,000.00	125,000.00	125,000.00

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
 PROJECT NO. 5117
 BIDS OPENED: JUNE 22, 2010
 (NUMBER OF BIDS RECEIVED - 7)

Attachment III

BID SUMMARY					ENGINEER'S ESTIMATE		Top Grade Construction, Inc. 50 Contractors St. Livermore, CA 94551 (925) 449-5764 (925) 449-5875 Fax		Gallagher & Burk Inc. 344 High Street Oakland, CA 94601 (510) 261-0466 (510) 261-0478 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
146S	10-3	1	LS	TRAFFIC SIGNAL MODIFICATION (LOCATION 5 - MISSION BLVD AT HANCOCK ST)	208,400.00	208,400.00	147,000.00	147,000.00	100,000.00	100,000.00
147S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 6 - MISSION BLVD AT CALHOUN ST / JEFFERSON ST)	259,800.00	259,800.00	165,000.00	165,000.00	100,000.00	100,000.00
148S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 7 - MISSION BLVD AT MOREAU SCHOOL ACCESS)	130,400.00	130,400.00	140,000.00	140,000.00	50,000.00	50,000.00
149S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 8 - MISSION BLVD AT SORENSON RD)	244,000.00	244,000.00	165,000.00	165,000.00	75,000.00	75,000.00
150S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 9 - MISSION BLVD AT HARDER RD)	367,400.00	367,400.00	236,000.00	236,000.00	150,000.00	150,000.00
151S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 10 - MISSION BLVD AT TORRANO RD)	46,300.00	46,300.00	70,000.00	70,000.00	25,000.00	25,000.00
152S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 11 - MISSION BLVD AT BERRY AVE)	253,000.00	253,000.00	190,000.00	190,000.00	100,000.00	100,000.00
153S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 12 - MISSION BLVD AT CARLOS BEE BLVD/ORCHARD AVE)	371,900.00	371,900.00	25,000.00	25,000.00	150,000.00	150,000.00
154S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 13 - MISSION BLVD AT HIGHLAND BLVD/SYCAMORE AVE)	286,600.00	286,600.00	180,000.00	180,000.00	125,000.00	125,000.00
155S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 14 - MISSION BLVD AT FLETCHER LN)	298,700.00	298,700.00	200,000.00	200,000.00	125,000.00	125,000.00
156S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 15 - MISSION BLVD AT FOOTHILL BLVD - JACKSON BLVD)	292,300.00	292,300.00	200,000.00	200,000.00	150,000.00	150,000.00
157S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 16 - MISSION BLVD AT D ST)	257,500.00	257,500.00	195,000.00	195,000.00	150,000.00	150,000.00
158S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 17 - MISSION BLVD AT C ST)	229,800.00	229,800.00	170,000.00	170,000.00	125,000.00	125,000.00
159S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 18 - MISSION BLVD AT B ST)	235,200.00	235,200.00	160,000.00	160,000.00	125,000.00	125,000.00
160S	10-3	1	LS	TRAFFIC SIGNAL MODIFICATION (LOCATION 19 - MISSION BLVD AT A ST)	206,800.00	206,800.00	175,000.00	175,000.00	125,000.00	125,000.00
161S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 20 - JACKSON STREET AT WATKINS WAY)	295,600.00	295,600.00	200,000.00	200,000.00	125,000.00	125,000.00

CITY OF HAYWARD
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ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
162S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 21 - WATKINS ST AT D ST)	134,100.00	134,100.00	70,000.00	70,000.00	50,000.00	50,000.00
163S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 22 - FOOTHILL BLVD AT D ST)	326,300.00	326,300.00	215,000.00	215,000.00	150,000.00	150,000.00
164S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 23 - FOOTHILL BLVD AT C ST)	228,000.00	228,000.00	160,000.00	160,000.00	125,000.00	125,000.00
165S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 24 - FOOTHILL BLVD AT B ST)	216,000.00	216,000.00	162,000.00	162,000.00	125,000.00	125,000.00
166S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 25 - FOOTHILL BLVD AT A ST)	267,400.00	267,400.00	196,000.00	196,000.00	150,000.00	150,000.00
167S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 26 - FOOTHILL BLVD AT RUSSELL WAY)	47,700.00	47,700.00	6,000.00	6,000.00	5,000.00	5,000.00
168S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 27 - FOOTHILL BLVD AT CITY CENTER DRIVE (SOUTH INTERSECTION))	331,400.00	331,400.00	226,000.00	226,000.00	150,000.00	150,000.00
169S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 28 - FOOTHILL BLVD AT CITY CENTER DRIVE/HAZEL DRIVE)	326,000.00	326,000.00	212,000.00	212,000.00	150,000.00	150,000.00
170S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 29 - FOOTHILL BLVD AT GROVE WAY)	310,400.00	310,400.00	204,000.00	204,000.00	100,000.00	100,000.00
171S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 30 - A ST AT MAIN ST)	272,500.00	272,500.00	186,000.00	186,000.00	100,000.00	100,000.00
172S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 31 - B ST AT 2ND ST)	229,800.00	229,800.00	189,000.00	189,000.00	75,000.00	75,000.00
173S	10-3	1	LS	SIGNAL INTERCONNECT (FIBER OPTIC)	1,370,000.00	1,370,000.00	662,000.00	662,000.00	650,000.00	650,000.00
174S	10-3	1	LS	TEMPORARY SIGNALS AND LIGHTING	150,000.00	150,000.00	10,000.00	10,000.00	25,000.00	25,000.00
175S	10-3	1	LS	STREET LIGHTING	7,580,000.00	7,580,000.00	5,645,000.00	5,645,000.00	5,500,000.00	5,500,000.00
175AS	10-3	1	LS	STREET LIGHTING CONTROL SYSTEM	500,000.00	500,000.00	666,000.00	666,000.00	500,000.00	500,000.00
176	10-4	7,613	LF	18" X 36" JOINT TRENCH EXCAVATION AND BACKFILL	36.00	274,068.00	67.00	510,071.00	60.00	456,780.00
177	10-4	1,339	LF	18" X 42" JOINT TRENCH EXCAVATION AND BACKFILL	43.00	57,577.00	78.00	104,442.00	60.00	80,340.00
178	10-4	277	LF	18" X 48" JOINT TRENCH EXCAVATION AND BACKFILL	36.00	9,972.00	89.00	24,653.00	65.00	18,005.00

Attachment III

CITY OF HAYWARD
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Attachment III

BID SUMMARY					ENGINEER'S ESTIMATE		Top Grade Construction, Inc. 50 Contractors St. Livermore, CA 94551 (925) 449-5764 (925) 449-5875 Fax		Gallagher & Burk Inc. 344 High Street Oakland, CA 94601 (510) 261-0466 (510) 261-0478 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
179	10-4	14,855	LF	18" X 54" JOINT TRENCH EXCAVATION AND BACKFILL	39.00	579,345.00	100.50	1,492,927.50	65.00	965,575.00
180	10-4	344	LF	18" X 60" JOINT TRENCH EXCAVATION AND BACKFILL	46.50	15,996.00	112.00	38,528.00	70.00	24,080.00
181	10-4	98	LF	20" X 36" JOINT TRENCH EXCAVATION AND BACKFILL	36.00	3,528.00	90.00	8,820.00	70.00	6,860.00
182	10-4	122	LF	20" X 42" JOINT TRENCH EXCAVATION AND BACKFILL	36.00	4,392.00	104.00	12,688.00	70.00	8,540.00
183	10-4	508	LF	20" X 54" JOINT TRENCH EXCAVATION AND BACKFILL	44.00	22,352.00	134.00	68,072.00	70.00	35,560.00
184	10-4	283	LF	20" X 60" JOINT TRENCH EXCAVATION AND BACKFILL	46.50	13,159.50	148.50	42,025.50	85.00	24,055.00
185	10-4	148	LF	22" X 54" JOINT TRENCH EXCAVATION AND BACKFILL	47.00	6,956.00	134.00	19,832.00	85.00	12,580.00
186	10-4	81	LF	22" X 60" JOINT TRENCH EXCAVATION AND BACKFILL	50.00	4,050.00	149.00	12,069.00	90.00	7,290.00
187	10-4	95	LF	24" X 42" JOINT TRENCH EXCAVATION AND BACKFILL	43.00	4,085.00	104.00	9,880.00	80.00	7,600.00
188	10-4	3,164	LF	24" X 54" JOINT TRENCH EXCAVATION AND BACKFILL	56.00	177,184.00	134.00	423,976.00	75.00	237,300.00
189	10-4	1,195	LF	24" X 60" JOINT TRENCH EXCAVATION AND BACKFILL	56.00	66,920.00	148.50	177,457.50	90.00	107,550.00
190	10-4	345	LF	25" X 42" JOINT TRENCH EXCAVATION AND BACKFILL	20.00	6,900.00	130.00	44,850.00	90.00	31,050.00
191	10-4	154	LF	26" X 60" JOINT TRENCH EXCAVATION AND BACKFILL	58.00	8,932.00	185.00	28,490.00	95.00	14,630.00
192	10-4	281	LF	30" X 42" JOINT TRENCH EXCAVATION AND BACKFILL	56.00	15,736.00	130.00	36,530.00	100.00	28,100.00
193	10-4	593	LF	30" X 54" JOINT TRENCH EXCAVATION AND BACKFILL	65.00	38,545.00	167.00	99,031.00	120.00	71,160.00
194	10-4	270	LF	30" X 60" JOINT TRENCH EXCAVATION AND BACKFILL	69.50	18,765.00	186.00	50,220.00	125.00	33,750.00
195	10-4	25,038	LF	SAWCUT HMA PAVEMENT FOR JOINT TRENCH	5.20	130,197.60	5.60	140,212.80	15.00	375,570.00

CITY OF HAYWARD
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							50 Contractors St. Livermore, CA 94551 (925) 449-5764 (925) 449-5875 Fax		344 High Street Oakland, CA 94601 (510) 261-0466 (510) 261-0478 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
196	10-4	6,121	LF	SAWCUT HMA AND CONCRETE PAVEMENT FOR JOINT TRENCH	13.50	82,633.50	8.10	49,580.10	20.00	122,420.00
197	10-4	833	LF	2" CONDUIT (SCH 40 PVC)	5.00	4,165.00	2.35	1,957.55	2.00	1,666.00
198	10-4	3,298	LF	3" CONDUIT (SCH 40 PVC)	8.25	27,208.50	4.30	14,181.40	2.00	6,596.00
199	10-4	49,892	LF	4" CONDUIT (SCH 40 PVC)	12.00	598,704.00	3.30	164,643.60	2.50	124,730.00
200	10-4	4,169	LF	5" CONDUIT (SCH 40 PVC)	17.00	70,873.00	4.05	16,884.45	4.00	16,676.00
201	10-4	24,882	LF	6" CONDUIT (SCH 40 PVC)	22.00	547,404.00	5.35	133,118.70	3.00	74,646.00
202	10-4	34	EA	#2 BOX (PG&E)	620.00	21,080.00	1,170.00	39,780.00	500.00	17,000.00
203	10-4	38	EA	#3A BOX (PG&E)	890.00	33,820.00	1,265.00	48,070.00	750.00	28,500.00
204	10-4	39	EA	#5 VAULT (PG&E)	2,750.00	107,250.00	4,345.00	169,455.00	4,000.00	156,000.00
205	10-4	4	EA	#5A VAULT (PG&E)	2,600.00	10,400.00	4,700.00	18,800.00	3,000.00	12,000.00
206	10-4	5	EA	#5 VAULT (TRAFFIC RATED) (PG&E)	6,700.00	33,500.00	6,870.00	34,350.00	5,000.00	25,000.00
207	10-4	32	EA	#7 VAULT (PG&E)	7,000.00	224,000.00	10,100.00	323,200.00	6,000.00	192,000.00
208	10-4	4	EA	#7 VAULT (TRAFFIC RATED) (PG&E)	11,200.00	44,800.00	12,200.00	48,800.00	9,000.00	36,000.00
209	10-4	15	EA	50" X 52" TRANSFORMER PAD (PG&E)	800.00	12,000.00	5,300.00	79,500.00	800.00	12,000.00
210	10-4	2	EA	106" X 90" TRANSFORMER PAD (PG&E)	1,200.00	2,400.00	7,800.00	15,600.00	2,500.00	5,000.00
211	10-4	1	EA	82" X 72" TRANSFORMER PAD (PG&E)	1,013.00	1,013.00	6,650.00	6,650.00	2,500.00	2,500.00
212	10-4	1	EA	61" X 80" TRANSFORMER PAD (PG&E)	1,000.00	1,000.00	6,650.00	6,650.00	2,000.00	2,000.00
213	10-4	21	EA	17" X 30" X 24" SPLICE BOX (AT&T)	750.00	15,750.00	810.00	17,010.00	1,000.00	21,000.00
214	10-4	24	EA	30" X 48" X 36" SPLICE BOX (AT&T)	1,750.00	42,000.00	1,485.00	35,640.00	2,000.00	48,000.00
215	10-4	4	EA	PTS 3660 VAULT (AT&T)	3,450.00	13,800.00	4,015.00	16,060.00	2,500.00	10,000.00
216	10-4	1	EA	PTS 4878 VAULT (AT&T)	4,000.00	4,000.00	5,240.00	5,240.00	3,000.00	3,000.00
217	10-4	45	EA	EXCAVATION AND BACKFILL - 17" X 30" SPLICE BOX (COMCAST)	46.00	2,070.00	51.00	2,295.00	200.00	9,000.00
218	10-4	47	EA	EXCAVATION AND BACKFILL - 24" X 48" SPLICE BOX (COMCAST)	80.00	3,760.00	51.00	2,397.00	200.00	9,400.00
219	10-5.01	29,100	CY	IMPORTED TOPSOIL	30.00	873,000.00	28.50	829,350.00	20.00	582,000.00
220	10-5.02	1	LS	IRRIGATION	800,000.00	800,000.00	740,000.00	740,000.00	1,100,000.00	1,100,000.00
221	10-5.02	1	LS	IRRIGATION (FOOTHILL/MAPLE GATEWAY PARK)	70,000.00	70,000.00	29,000.00	29,000.00	25,000.00	25,000.00
222	10-5.02	1	LS	IRRIGATION (DE ANZA PARK)	30,000.00	30,000.00	11,000.00	11,000.00	10,000.00	10,000.00
223	10-5.02	1	LS	IRRIGATION (MISSION/A STREET GATEWAY)	45,000.00	45,000.00	21,000.00	21,000.00	10,000.00	10,000.00
224	10-5.03	1	LS	LANDSCAPING	2,700,000.00	2,700,000.00	1,375,000.00	1,375,000.00	1,100,000.00	1,100,000.00

Attachment III

CITY OF HAYWARD
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ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
225	10-5.03	1	LS	LANDSCAPING (FOOTHILL/MAPLE GATEWAY PARK)	80,000.00	80,000.00	34,000.00	34,000.00	30,000.00	30,000.00
226	10-5.03	1	LS	LANDSCAPING (DE ANZA PARK)	30,000.00	30,000.00	2,000.00	2,000.00	10,000.00	10,000.00
227	10-5.03	1	LS	LANDSCAPING (MISSION/A STREET GATEWAY)	70,000.00	70,000.00	9,000.00	9,000.00	10,000.00	10,000.00
228	10-5.04	46,550	SF	ARCHITECTURAL CONCRETE (SCORED SIDEWALK)	12.50	581,875.00	6.30	293,265.00	5.00	232,750.00
229	10-5.04	3,935	SF	ARCHITECTURAL CONCRETE (MEDIAN NOSE AND PEDESTRIAN ISLAND PAVING)	10.00	39,350.00	11.60	45,646.00	12.00	47,220.00
230	10-5.04	6,550	SF	ARCHITECTURAL CONCRETE (FIVE FLAGS PEDESTRIAN WALKWAY)	15.00	98,250.00	10.55	69,102.50	12.00	78,600.00
231	10-5.04	480	LF	ARCHITECTURAL CONCRETE (FIVE FLAGS MOWBAND)	45.00	21,600.00	18.65	8,952.00	18.00	8,640.00
232	10-5.04	685	SF	ARCHITECTURAL CONCRETE PAVING (DE ANZA PARK)	200.00	137,000.00	13.80	9,453.00	14.00	9,590.00
233	10-5.04	1	LS	ARCHITECTURAL CONCRETE TILE LETTERING (DE ANZA PARK)	10,000.00	10,000.00	5,200.00	5,200.00	6,000.00	6,000.00
234	10-5.05	1	LS	MANUFACTURED STONE VENEER (DE ANZA PARK)	7,500.00	7,500.00	26,000.00	26,000.00	50,000.00	50,000.00
235S	10-5.06	5	EA	PRECAST CONCRETE COLUMN AND CAP (SAN LORENZO CREEK BRIDGE)	8,000.00	40,000.00	5,100.00	25,500.00	2,500.00	12,500.00
236S	10-5.06	2	EA	PRECAST CONCRETE COLUMN AND CAP (TALL) (FOOTHILL/MAPLE GATEWAY)	8,000.00	16,000.00	5,100.00	10,200.00	6,000.00	12,000.00
237S	10-5.06	3	EA	PRECAST CONCRETE COLUMN AND CAP (SHORT) (FOOTHILL/MAPLE GATEWAY)	8,000.00	24,000.00	5,100.00	15,300.00	3,000.00	9,000.00
238S	10-5.06	1	LS	PRECAST CONCRETE PLANTER WALL CAP (FOOTHILL/MAPLE GATEWAY)	20,000.00	20,000.00	7,600.00	7,600.00	10,000.00	10,000.00
239S	10-5.06	1	LS	PRECAST CONCRETE MONUMENT SIGN BASE (DE ANZA PARK)	2,000.00	2,000.00	11,000.00	11,000.00	5,000.00	5,000.00
240S	10-5.06	1	LS	PRECAST CONCRETE FASCIA AND WALL CAP (MISSION/A STREET GATEWAY)	75,000.00	75,000.00	11,000.00	11,000.00	50,000.00	50,000.00
241	10-5.07	500	SF	SAND SET MARBLE PAVERS (PORTUGUESE PARK)	25.00	12,500.00	40.00	20,000.00	40.00	20,000.00
242	10-5.08	5,260	SF	PERMEABLE INTERLOCKING PAVERS	18.00	94,680.00	16.50	86,790.00	20.00	105,200.00

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ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
243	10-5.09	1	LS	CAST METAL LETTERS FOR SIGNAL BRIDGES	1,200.00	1,200.00	11,000.00	11,000.00	20,000.00	20,000.00
244	10-5.09	20	EA	CITY ROSETTES FOR SIGNAL BRIDGES	1,300.00	26,000.00	2,100.00	42,000.00	2,000.00	40,000.00
245	10-5.09	2	EA	CAST IRON TREE GRATE AND FRAME	6,000.00	12,000.00	2,400.00	4,800.00	3,000.00	6,000.00
246	10-5.09	5	EA	FLAG POLE	5,000.00	25,000.00	4,050.00	20,250.00	8,000.00	40,000.00
247	10-5.09	1,380	SF	FENCE FABRIC FOR DECORATIVE STEEL BARRIER RAILING	50.00	69,000.00	12.00	16,560.00	10.00	13,800.00
248	10-5.09	1	LS	STEEL ARCH SIGN (FOOTHILL/MAPLE GATEWAY)	6,000.00	6,000.00	12,800.00	12,800.00	10,000.00	10,000.00
249	10-5.09	1	LS	CAST METAL LETTERS FOR MONUMENT WALL (MISSION/A STREET GATEWAY)	6,000.00	6,000.00	5,400.00	5,400.00	5,000.00	5,000.00
250	10-5.10	1	LS	WOOD SIGN RELOCATION (DE ANZA PARK)	2,000.00	2,000.00	2,400.00	2,400.00	3,000.00	3,000.00
251	10-5.10	1	LS	WOOD RISER (DE ANZA PARK)	250.00	250.00	395.00	395.00	5,000.00	5,000.00
252	10-5.10	1	LS	WOOD RETAINING WALL AT PG&E VAULT (DE ANZA PARK)	1,000.00	1,000.00	700.00	700.00	4,000.00	4,000.00
253	10-6	1	LS	ADMINISTRATIVE CHANGE ORDERS	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00
TOTAL						65,200,290.60		50,297,424.10		50,661,154.00

Attachment III

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
 PROJECT NO. 5117
 BIDS OPENED: JUNE 22, 2010
 (NUMBER OF BIDS RECEIVED - 7)

Attachment III

BID SUMMARY					ENGINEER'S ESTIMATE		RGW Construction, Inc. 550 Greenville Road Livermore, CA 94550 (925) 606-2400 (925) 961-1925 Fax		Ghilotti Bros., Inc 525 Jacoby St San Rafael, CA 94901 (415) 454-7011 (415) 454-8376 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	10-1.00	1	LS	CONSTRUCTION PROJECT INFORMATION SIGNS	15,000.00	15,000.00	2,500.00	2,500.00	3,000.00	3,000.00
2	10-1.02	1	LS	WATER POLLUTION CONTROL	600,000.00	600,000.00	92,000.00	92,000.00	75,000.00	75,000.00
3	10-1.15	1	LS	MOBILIZATION	4,240,000.00	4,240,000.00	4,700,000.00	4,700,000.00	3,275,000.00	3,275,000.00
4S	10-1.16	1	LS	CONSTRUCTION AREA SIGNS	25,000.00	25,000.00	35,000.00	35,000.00	35,000.00	35,000.00
5S	10-1.17	1	LS	TRAFFIC MANAGEMENT PLAN	50,000.00	50,000.00	1,500.00	1,500.00	2,500.00	2,500.00
6S	10-1.19	1	LS	TRAFFIC CONTROL SYSTEM	1,325,000.00	1,325,000.00	1,200,000.00	1,200,000.00	750,000.00	750,000.00
7S	10-1.20	1	LS	TEMPORARY PAVEMENT MARKINGS	300,000.00	300,000.00	36,000.00	36,000.00	30,000.00	30,000.00
8	10-1.23	1,400	LF	REMOVE FENCE	10.00	14,000.00	5.00	7,000.00	3.00	4,200.00
9	10-1.23	37	EA	REMOVE NEWS STAND	200.00	7,400.00	75.00	2,775.00	50.00	1,850.00
10	10-1.23	293	EA	REMOVE TREE	200.00	58,600.00	385.00	112,805.00	450.00	131,850.00
11	10-1.23	11	EA	RELOCATE BUS SHELTER	2,500.00	27,500.00	150.00	1,650.00	500.00	5,500.00
12	10-1.23	1	EA	RELOCATE BENCH	200.00	200.00	150.00	150.00	350.00	350.00
13	10-1.23	27	EA	RESET TRASH RECEPTICAL	100.00	2,700.00	75.00	2,025.00	150.00	4,050.00
14	10-1.23	52	EA	RESET NEWSSTAND	90.00	4,680.00	75.00	3,900.00	75.00	3,900.00
15	10-1.23	6	EA	RESET BENCH	200.00	1,200.00	150.00	900.00	200.00	1,200.00
16	10-1.23	3	EA	RESET BIKE RACK	150.00	450.00	150.00	450.00	200.00	600.00
17	10-1.23	1	EA	RESET PAY TELEPHONE	300.00	300.00	250.00	250.00	1,300.00	1,300.00
18	10-1.23	8	EA	REMOVE PEDESTRIAN BARRICADE	100.00	800.00	150.00	1,200.00	100.00	800.00
19	10-1.23	1	EA	REMOVE BIKE RACK	125.00	125.00	100.00	100.00	50.00	50.00
20	10-1.23	30	LF	REMOVE ASPHALT CONCRETE DIKE	10.00	300.00	20.00	600.00	4.00	120.00
21	10-1.23	1	LS	REMOVE TRAFFIC PAVEMENT MARKINGS	17,500.00	17,500.00	104,000.00	104,000.00	80,000.00	80,000.00
22	10-1.23	4,830	CY	REMOVE BASE AND SURFACING	20.00	96,600.00	27.00	130,410.00	28.00	135,240.00
23	10-1.23	289,300	SQYD	COLD PLANE AC PAVEMENT (2" MIN)	2.00	578,600.00	2.20	636,460.00	1.82	526,526.00
24	10-1.23	43,700	LF	REMOVE CONCRETE (MEDIAN CURB)	5.00	218,500.00	2.00	87,400.00	1.00	43,700.00
25	10-1.23	50,650	LF	REMOVE CONCRETE (CURB AND GUTTER)	10.00	506,500.00	3.40	172,210.00	3.20	162,080.00
26	10-1.23	540,000	SF	REMOVE CONCRETE (SIDEWALK AND MEDIAN PAVING)	2.00	1,080,000.00	0.70	378,000.00	0.62	334,800.00
27	10-1.23	30	LF	REMOVE CONCRETE (RETAINING WALL)	125.00	3,750.00	70.00	2,100.00	30.00	900.00
28	10-1.23	210	LF	REMOVE BRICK WALL	65.00	13,650.00	10.00	2,100.00	13.00	2,730.00
29	10-1.23	188,300	SF	REMOVE CONCRETE PAVEMENT	5.00	941,500.00	1.10	207,130.00	1.30	244,790.00
30	10-1.23	29	EA	REMOVE INLET	900.00	26,100.00	513.00	14,877.00	450.00	13,050.00
31	10-1.23	115	LF	REMOVE STORM DRAIN	50.00	5,750.00	98.00	11,270.00	12.00	1,380.00

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
 PROJECT NO. 5117
 BIDS OPENED: JUNE 22, 2010
 (NUMBER OF BIDS RECEIVED - 7)

ITEM		ITEM CODE	QTY.	UNIT	DESCRIPTION	ENGINEER'S ESTIMATE		RGW Construction, Inc.		Chilotti Bros., Inc.	
						UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
32	10-1.23		3	EA	REMOVE CONCRETE HEADWALL	1,500.00	4,500.00	1,800.00	5,400.00	1,100.00	3,300.00
33	10-1.23		46	EA	RELOCATE FIRE HYDRANT	3,000.00	138,000.00	7,000.00	322,000.00	6,000.00	276,000.00
34	10-1.23		72	EA	RELOCATE WATER METER	2,000.00	144,000.00	710.00	51,120.00	525.00	37,800.00
35	10-1.23		5	EA	RELOCATE PARKING LOT SIGN	125.00	625.00	250.00	1,250.00	800.00	4,000.00
36	10-1.23		14	EA	RELOCATE PARKING LOT LIGHT	900.00	12,600.00	2,500.00	35,000.00	2,500.00	35,000.00
37	10-1.23		2	EA	RELOCATE COMMERCIAL SIGN	1,500.00	3,000.00	5,500.00	11,000.00	1,200.00	2,400.00
38	10-1.23		1	EA	REMOVE TRASH ENCLOSURE	2,000.00	2,000.00	1,500.00	1,500.00	1,500.00	1,500.00
39	10-1.23		91	EA	REMOVE BOLLARD	60.00	5,460.00	100.00	9,100.00	75.00	6,825.00
40S	10-1.23		1	LS	SAN LORENZO CREEK BRIDGE REMOVAL (PORTION)	21,000.00	21,000.00	24,000.00	24,000.00	25,000.00	25,000.00
41	10-1.23		3	EA	REMOVE OVERHEAD SIGN STRUCTURE	9,000.00	27,000.00	6,400.00	19,200.00	6,000.00	18,000.00
42	10-1.23		568	EA	REMOVE ROADSIDE SIGN	150.00	85,200.00	40.00	22,720.00	40.00	22,720.00
43	10-1.23		76	EA	RELOCATE ROADSIDE SIGN	225.00	17,100.00	126.00	9,576.00	125.00	9,500.00
44	10-1.23		610	LF	ABANDON STORM DRAIN	25.00	15,250.00	35.00	21,350.00	18.00	10,980.00
45	10-1.23		5	EA	ABANDON INLET	1,200.00	6,000.00	578.00	2,890.00	500.00	2,500.00
46	10-1.23		90	EA	ADJUST MONUMENT FRAME AND COVER TO GRADE	250.00	22,500.00	340.00	30,600.00	220.00	19,800.00
47	10-1.23		371	EA	ADJUST MANHOLE FRAME AND COVER TO GRADE	300.00	111,300.00	665.00	246,715.00	425.00	157,675.00
48	10-1.23		18	EA	ADJUST SEWER CLEANOUT TO GRADE	250.00	4,500.00	425.00	7,650.00	425.00	7,650.00
49	10-1.23		327	EA	ADJUST WATER VALVE BOX TO GRADE	250.00	81,750.00	340.00	111,180.00	220.00	71,940.00
50	10-1.23		253	EA	ADJUST WATER METER BOX TO GRADE	250.00	63,250.00	220.00	55,660.00	200.00	50,600.00
51	10-1.23		346	EA	ADJUST UTILITY BOX TO GRADE	300.00	103,800.00	340.00	117,640.00	220.00	76,120.00
52	10-1.23		37	EA	ADJUST FIRE HYDRANT TO GRADE	2,000.00	74,000.00	775.00	28,675.00	225.00	8,325.00
53	10-1.23		19	EA	MODIFY INLET	1,000.00	19,000.00	1,735.00	32,965.00	1,200.00	22,800.00
54	10-1.23		45	EA	MODIFY INLET TO MANHOLE	3,000.00	135,000.00	1,735.00	78,075.00	1,100.00	49,500.00
55	10-1.23		4	EA	MODIFY INLET TO ACFC (TYPE VI)	7,500.00	30,000.00	1,735.00	6,940.00	1,300.00	5,200.00
56	10-1.23		7	EA	MODIFY INLET TO ECCENTRIC MANHOLE	2,200.00	15,400.00	1,735.00	12,145.00	1,500.00	10,500.00
57	10-1.24		1	LS	CLEARING AND GRUBBING	55,000.00	55,000.00	52,000.00	52,000.00	250,000.00	250,000.00
58	10-1.25		1	LS	DEVELOP WATER SUPPLY	30,000.00	30,000.00	32,000.00	32,000.00	10,000.00	10,000.00
59F	10-1.26		59,860	CY	ROADWAY EXCAVATION	25.00	1,496,500.00	19.00	1,137,340.00	30.00	1,795,800.00
60F	10-1.26		1,760	CY	IMPORTED BORROW	50.00	88,000.00	15.00	26,400.00	16.00	28,160.00
61	10-1.28		10,700	CY	AGGREGATE SUBBASE (CLASS 4)	29.00	310,300.00	82.00	877,400.00	46.00	492,200.00

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
 PROJECT NO. 5117
 BIDS OPENED: JUNE 22, 2010
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BID SUMMARY					ENGINEER'S ESTIMATE		RGW Construction, Inc. 550 Greenville Road Livermore, CA 94550 (925) 606-2400 (925) 961-1925 Fax		Ghilotti Bros., Inc 525 Jacoby St San Rafael, CA 94901 (415) 454-7011 (415) 454-8376 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
62	10-1.31	102,000	TN	HOT MIX ASPHALT (TYPE A)	63.00	6,426,000.00	53.00	5,406,000.00	79.00	8,058,000.00
63	10-1.31	3,600	TN	HOT MIX ASPHALT (DRIVEWAY CONFORMS)	125.00	450,000.00	87.00	313,200.00	98.00	352,800.00
64	10-1.33	15,300	TN	HOT MIX ASPHALT (FULL DEPTH SPOT REPAIRS)	80.00	1,224,000.00	81.00	1,239,300.00	94.00	1,438,200.00
65s	10-1.35	200	LF	42" CIDH CONCRETE PILING (SIGNAL BRIDGE)	1,000.00	200,000.00	182.00	36,400.00	1,400.00	280,000.00
66F	10-1.36	333	CY	STRUCTURAL CONCRETE (RETAINING WALL)	1,850.00	616,050.00	750.00	249,750.00	1,500.00	499,500.00
67F	10-1.36	61	LF	RETAINING WALL (MASONRY BLOCK)	85.00	5,185.00	125.00	7,625.00	110.00	6,710.00
68F	10-1.36	60	CY	STRUCTURAL CONCRETE (BRIDGE SIDEWALK AND MEDIAN)	1,200.00	72,000.00	950.00	57,000.00	1,000.00	60,000.00
69F	10-1.36	104	CY	STRUCTURAL CONCRETE (FOOTING)	2,060.00	214,240.00	500.00	52,000.00	1,100.00	114,400.00
70	10-1.36	81	EA	DRAINAGE INLET (COH TYPE A, SD-402)	4,000.00	324,000.00	2,500.00	202,500.00	2,700.00	218,700.00
71	10-1.36	6	EA	DRAINAGE INLET (COH TYPE C, SD-403)	5,000.00	30,000.00	3,200.00	19,200.00	2,900.00	17,400.00
72	10-1.36	11	EA	DRAINAGE INLET (COH TYPE D, SD-404)	4,000.00	44,000.00	3,100.00	34,100.00	2,900.00	31,900.00
73	10-1.36	7	EA	DRAINAGE INLET (COH TYPE E, SD-405)	4,000.00	28,000.00	3,000.00	21,000.00	2,900.00	20,300.00
74	10-1.36	9	EA	DRAINAGE INLET - (ACFCD TYPE VI)	8,000.00	72,000.00	4,200.00	37,800.00	2,900.00	26,100.00
75	10-1.36	9	EA	DRAINAGE INLET - (CALTRANS TYPE G3)	10,000.00	90,000.00	3,600.00	32,400.00	2,500.00	22,500.00
76	10-1.36	1	EA	STORM DRAIN MANHOLE (ACFCD TYPE I)	8,000.00	8,000.00	8,700.00	8,700.00	4,000.00	4,000.00
77	10-1.36	1	EA	STORM DRAIN MANHOLE (ACFCD TYPE II)	8,000.00	8,000.00	8,700.00	8,700.00	4,000.00	4,000.00
78	10-1.36	1	EA	STORM DRAIN MANHOLE (ACFCD TYPE III)	8,000.00	8,000.00	8,700.00	8,700.00	4,200.00	4,200.00
79	10-1.36	1	EA	STORM DRAIN MANHOLE (ACFCD TYPE IV)	5,000.00	5,000.00	8,700.00	8,700.00	3,900.00	3,900.00
80	10-1.36	10	EA	STORM DRAIN MANHOLE (COH TYPE A, SD-410)	4,000.00	40,000.00	3,700.00	37,000.00	3,900.00	39,000.00
81	10-1.36	3	EA	REINFORCED CONCRETE PIPE JOINT COLLAR (COH SD-412)	1,000.00	3,000.00	1,400.00	4,200.00	1,200.00	3,600.00
82	10-1.36	2	EA	STANDARD AREA DRAIN (COH SD-118)	1,500.00	3,000.00	678.00	1,356.00	666.00	1,332.00
83	10-1.36	124	EA	STANDARD AREA CURB DRAIN (COH SD-118)	900.00	111,600.00	760.00	94,240.00	640.00	79,360.00
84	10-1.36	4	EA	SITE DRAIN	1,500.00	6,000.00	2,400.00	9,600.00	666.00	2,664.00
85S	10-1.40	1	EA	SIGNAL BRIDGE (95 FOOT SPAN)	302,000.00	302,000.00	116,000.00	116,000.00	113,000.00	113,000.00
86S	10-1.40	2	EA	SIGNAL BRIDGE (103 FOOT SPAN)	308,000.00	616,000.00	119,000.00	238,000.00	115,000.00	230,000.00
87S	10-1.40	2	EA	SIGNAL BRIDGE (135 FOOT SPAN)	330,000.00	660,000.00	137,000.00	274,000.00	133,000.00	266,000.00
88S	10-1.41	411	EA	ROADSIDE SIGN (ONE POST)	250.00	102,750.00	131.00	53,841.00	130.00	53,430.00
89S	10-1.41	41	EA	ROADSIDE SIGN (TWO POST)	500.00	20,500.00	242.00	9,922.00	240.00	9,840.00
90S	10-1.42	471	EA	ROADSIDE SIGN ON STREET LIGHT OR EXISTING POST	225.00	105,975.00	40.00	18,840.00	40.00	18,840.00

Attachment III

CITY OF HAYWARD
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 PROJECT NO. 5117
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Attachment III

BID SUMMARY					ENGINEER'S ESTIMATE		RGW Construction, Inc. 550 Greenville Road Livermore, CA 94550 (925) 606-2400 (925) 961-1925 Fax		Ghilotti Bros., Inc 525 Jacoby St San Rafael, CA 94901 (415) 454-7011 (415) 454-8376 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
91	10-1.47	960	LF	12" REINFORCED CONCRETE PIPE	90.00	86,400.00	80.00	76,800.00	70.00	67,200.00
92	10-1.47	3,650	LF	18" REINFORCED CONCRETE PIPE	95.00	346,750.00	80.00	292,000.00	73.00	266,450.00
93	10-1.47	16	LF	21" REINFORCED CONCRETE PIPE	100.00	1,600.00	221.00	3,536.00	111.00	1,776.00
94	10-1.47	460	LF	24" REINFORCED CONCRETE PIPE	100.00	46,000.00	114.00	52,440.00	79.00	36,340.00
95	10-1.47	10	LF	36" REINFORCED CONCRETE PIPE	200.00	2,000.00	401.00	4,010.00	600.00	6,000.00
96	10-1.47	115	LF	54" REINFORCED CONCRETE PIPE	250.00	28,750.00	484.00	55,660.00	700.00	80,500.00
97	10-1.49	8,010	SF	MINOR CONCRETE (VALLEY GUTTER)	16.00	128,160.00	10.00	80,100.00	8.00	64,080.00
98	10-1.49	42,730	LF	MINOR CONCRETE (8" MEDIAN CURB)	11.00	470,030.00	11.00	470,030.00	11.80	504,214.00
99	10-1.49	22,030	SF	MINOR CONCRETE (CURB RAMP)	12.00	264,360.00	6.00	132,180.00	5.20	114,556.00
100	10-1.49	292,990	SF	MINOR CONCRETE (SIDEWALK)	5.50	1,611,445.00	5.50	1,611,445.00	4.70	1,377,053.00
101	10-1.49	105,150	SF	MINOR CONCRETE (DRIVEWAY)	15.00	1,577,250.00	6.00	630,900.00	5.30	557,295.00
102	10-1.49	56,130	LF	MINOR CONCRETE (COH STD. CURB AND GUTTER, SD-108)	17.50	982,275.00	15.50	870,015.00	17.10	959,823.00
103	10-1.49	6,400	LF	MINOR CONCRETE (RETAINING CURB)	15.00	96,000.00	16.60	106,240.00	14.50	92,800.00
104	10-1.49	1,480	LF	MINOR CONCRETE (6" PARKING LOT CURB)	10.00	14,800.00	16.20	23,976.00	13.70	20,276.00
105	10-1.49	12	EA	REMOVABLE CURB SECTION	2,000.00	24,000.00	750.00	9,000.00	950.00	11,400.00
106	10-1.50	5,880	SF	CURB RAMP DETECTABLE WARNING SURFACE	20.00	117,600.00	18.00	105,840.00	18.60	109,368.00
107S	10-1.51	26	LF	WOOD FENCE (SPLIT RAIL)	75.00	1,950.00	38.00	988.00	38.00	988.00
108S	10-1.52	85	LF	WOOD FENCE (6' PRIVACY, 1" X 6" DOG-EARED PICKETS)	90.00	7,650.00	38.00	3,230.00	38.00	3,230.00
109S	10-1.53	750	LF	CHAIN LINK FENCE (TYPE CL-6)	20.00	15,000.00	12.50	9,375.00	12.50	9,375.00
110S	10-1.54	1,087	LF	DECORATIVE STEEL BARRIER RAILING	300.00	326,100.00	168.00	182,616.00	200.00	217,400.00
111S	10-1.54	310	LF	STEEL PIPE RAILING	175.00	54,250.00	25.00	7,750.00	130.00	40,300.00
112	10-1.55	56	EA	OBJECT MARKER (TYPE K)	100.00	5,600.00	50.00	2,800.00	26.00	1,456.00
113S	10-1.56	128,300	LF	THERMOPLASTIC TRAFFIC STRIPE	2.50	320,750.00	1.01	129,583.00	0.80	102,640.00
114S	10-1.56	32,530	SF	THERMOPLASTIC PAVEMENT MARKING	8.75	284,637.50	4.50	146,385.00	3.50	113,855.00
115S	10-1.57	3,050	LF	PAINTED TRAFFIC STRIPE (PARKING LOT)	1.50	4,575.00	0.38	1,159.00	0.30	915.00
116S	10-1.57	1,250	SF	PAINTED PAVEMENT MARKING (PARKING LOT)	5.00	6,250.00	1.90	2,375.00	1.50	1,875.00
117S	10-1.59	46	EA	HYDRANT BLUE REFLECTIVE PAVEMENT MARKER	12.00	552.00	6.50	299.00	5.00	230.00
118S	10-1.60	800	SF	RUBBER SIDEWALK	25.00	20,000.00	15.00	12,000.00	26.50	21,200.00
119	10-1.61	11	EA	PEDESTRIAN BARRICADE	750.00	8,250.00	75.00	825.00	800.00	8,800.00
120	10-1.62	27	EA	PARKING BUMPER (PRECAST CONCRETE)	200.00	5,400.00	15.00	405.00	25.00	675.00
121	10-1.63	5	EA	BOLLARD (COH SD-223)	175.00	875.00	650.00	3,250.00	500.00	2,500.00

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
 PROJECT NO. 5117
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Attachment III

BID SUMMARY					ENGINEER'S ESTIMATE		RGW Construction, Inc. 550 Greenville Road Livermore, CA 94550 (925) 606-2400 (925) 961-1925 Fax		Ghilotti Bros., Inc 525 Jacoby St San Rafael, CA 94901 (415) 454-7011 (415) 454-8376 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
122	10-1.64	1	EA	TRASH ENCLOSURE	5,000.00	5,000.00	7,500.00	7,500.00	14,000.00	14,000.00
123	10-1.65	15	EA	TREE WELL STORM WATER FILTER UNIT (5' X 13')	20,000.00	300,000.00	2,400.00	36,000.00	4,500.00	67,500.00
124	10-1.66	95	LF	8" PVC (SEWER - SDR 26)	105.00	9,975.00	230.00	21,850.00	160.00	15,200.00
125S	10-1.67	289,200	SQYD	PAVEMENT REINFORCING FABRIC	0.20	57,840.00	1.72	497,424.00	1.73	500,316.00
126S	10-1.69	4	EA	MUNICIPAL PARKING LOT SIGN (TYPE F1)	250.00	1,000.00	150.00	600.00	7,000.00	28,000.00
127	10-1.70	5	EA	INSTALL NEWS STAND AND BOXES	200.00	1,000.00	1,800.00	9,000.00	435.00	2,175.00
128	10-2	82	EA	RECONNECT WATER SERVICE LATERAL (3/4" TO 2")	2,000.00	164,000.00	1,900.00	155,800.00	2,000.00	164,000.00
129	10-2	1	EA	RECONNECT WATER SERVICE LATERAL (6")	3,000.00	3,000.00	1,700.00	1,700.00	2,800.00	2,800.00
130	10-2	2	EA	RECONNECT WATER SERVICE LATERAL (8")	5,000.00	10,000.00	2,100.00	4,200.00	2,800.00	5,600.00
131	10-2	6	EA	RECONNECT FIRE SERVICE	3,000.00	18,000.00	1,600.00	9,600.00	2,800.00	16,800.00
132	10-2	6	EA	RECONNECT FIRE HYDRANT	3,000.00	18,000.00	1,800.00	10,800.00	2,900.00	17,400.00
132A	10-2	1	EA	RELOCATE BACKFLOW PREVENTER	10,000.00	10,000.00	4,200.00	4,200.00	2,900.00	2,900.00
133	10-2	3	EA	FIRE HYDRANT	4,000.00	12,000.00	4,800.00	14,400.00	4,000.00	12,000.00
133A	10-2	700	LF	6" PVC (WATER)	80.00	56,000.00	105.00	73,500.00	83.00	58,100.00
134	10-2	2,700	LF	8" PVC (WATER)	90.00	243,000.00	107.00	288,900.00	100.00	270,000.00
134A	10-2	320	LF	6" DUCTILE IRON PIPE (WATER)	120.00	38,400.00	268.00	85,760.00	92.00	29,440.00
135	10-2	200	LF	8" DUCTILE IRON PIPE (WATER)	150.00	30,000.00	236.00	47,200.00	120.00	24,000.00
136	10-2	6,700	LF	12" PVC (WATER)	130.00	871,000.00	155.00	1,038,500.00	107.00	716,900.00
137	10-2	22	LF	12" DUCTILE IRON PIPE (WATER)	140.00	3,080.00	590.00	12,980.00	130.00	2,860.00
138	10-2	2	EA	4" GATE VALVE (WATER)	1,300.00	2,600.00	626.00	1,252.00	800.00	1,600.00
139	10-2	30	EA	6" GATE VALVE (WATER)	1,300.00	39,000.00	812.00	24,360.00	300.00	9,000.00
140	10-2	12	EA	8" GATE VALVE (WATER)	1,500.00	18,000.00	1,200.00	14,400.00	1,500.00	18,000.00
141	10-2	13	EA	12" GATE VALVE (WATER)	2,500.00	32,500.00	2,200.00	28,600.00	2,700.00	35,100.00
142S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 1 - MISSION BLVD AT INDUSTRIAL PKWY)	71,800.00	71,800.00	70,000.00	70,000.00	72,000.00	72,000.00
143S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 2 - MISSION BLVD AT VALLE VISTA AVE)	211,600.00	211,600.00	150,000.00	150,000.00	170,000.00	170,000.00
144S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 3 - MISSION BLVD AT LA VISTA QUARRY ENTRANCE)	57,700.00	57,700.00	5,000.00	5,000.00	6,000.00	6,000.00
145S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 4 - MISSION BLVD AT TENNYSON ROAD)	315,700.00	315,700.00	200,000.00	200,000.00	230,000.00	230,000.00

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
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ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
146S	10-3	1	LS	TRAFFIC SIGNAL MODIFICATION (LOCATION 5 - MISSION BLVD AT HANCOCK ST)	208,400.00	208,400.00	140,000.00	140,000.00	145,000.00	145,000.00
147S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 6 - MISSION BLVD AT CALHOUN ST / JEFFERSON ST)	259,800.00	259,800.00	140,000.00	140,000.00	163,000.00	163,000.00
148S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 7 - MISSION BLVD AT MOREAU SCHOOL ACCESS)	130,400.00	130,400.00	120,000.00	120,000.00	142,000.00	142,000.00
149S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 8 - MISSION BLVD AT SORENSON RD)	244,000.00	244,000.00	120,000.00	120,000.00	163,000.00	163,000.00
150S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 9 - MISSION BLVD AT HARDER RD)	367,400.00	367,400.00	200,000.00	200,000.00	225,000.00	225,000.00
151S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 10 - MISSION BLVD AT TORRANO RD)	46,300.00	46,300.00	70,000.00	70,000.00	71,000.00	71,000.00
152S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 11 - MISSION BLVD AT BERRY AVE)	253,000.00	253,000.00	175,000.00	175,000.00	190,000.00	190,000.00
153S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 12 - MISSION BLVD AT CARLOS BEE BLVD/ORCHARD AVE)	371,900.00	371,900.00	247,000.00	247,000.00	230,000.00	230,000.00
154S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 13 - MISSION BLVD AT HIGHLAND BLVD/SYCAMORE AVE)	286,600.00	286,600.00	175,000.00	175,000.00	179,000.00	179,000.00
155S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 14 - MISSION BLVD AT FLETCHER LN)	298,700.00	298,700.00	180,000.00	180,000.00	202,000.00	202,000.00
156S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 15 - MISSION BLVD AT FOOTHILL BLVD - JACKSON BLVD)	292,300.00	292,300.00	170,000.00	170,000.00	190,000.00	190,000.00
157S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 16 - MISSION BLVD AT D ST)	257,500.00	257,500.00	150,000.00	150,000.00	197,000.00	197,000.00
158S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 17- MISSION BLVD AT C ST)	229,800.00	229,800.00	150,000.00	150,000.00	169,000.00	169,000.00
159S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 18 - MISSION BLVD AT B ST)	235,200.00	235,200.00	140,000.00	140,000.00	161,000.00	161,000.00
160S	10-3	1	LS	TRAFFIC SIGNAL MODIFICATION (LOCATION 19 - MISSION BLVD AT A ST)	206,800.00	206,800.00	140,000.00	140,000.00	172,000.00	172,000.00
161S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 20 - JACKSON STREET AT WATKINS WAY)	295,600.00	295,600.00	180,000.00	180,000.00	201,000.00	201,000.00

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
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ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
162S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 21 - WATKINS ST AT D ST)	134,100.00	134,100.00	60,000.00	60,000.00	68,000.00	68,000.00
163S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 22 - FOOTHILL BLVD AT D ST)	326,300.00	326,300.00	180,000.00	180,000.00	205,000.00	205,000.00
164S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 23 - FOOTHILL BLVD AT C ST)	228,000.00	228,000.00	140,000.00	140,000.00	158,000.00	158,000.00
165S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 24 - FOOTHILL BLVD AT B ST)	216,000.00	216,000.00	140,000.00	140,000.00	160,000.00	160,000.00
166S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 25 - FOOTHILL BLVD AT A ST)	267,400.00	267,400.00	140,000.00	140,000.00	185,000.00	185,000.00
167S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 26 - FOOTHILL BLVD AT RUSSELL WAY)	47,700.00	47,700.00	5,000.00	5,000.00	6,000.00	6,000.00
168S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 27 - FOOTHILL BLVD AT CITY CENTER DRIVE (SOUTH INTERSECTION))	331,400.00	331,400.00	200,000.00	200,000.00	215,000.00	215,000.00
169S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 28 - FOOTHILL BLVD AT CITY CENTER DRIVE/HAZEL DRIVE)	326,000.00	326,000.00	200,000.00	200,000.00	195,000.00	195,000.00
170S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 29 - FOOTHILL BLVD AT GROVE WAY)	310,400.00	310,400.00	180,000.00	180,000.00	190,000.00	190,000.00
171S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 30 - A ST AT MAIN ST)	272,500.00	272,500.00	170,000.00	170,000.00	180,000.00	180,000.00
172S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 31 - B ST AT 2ND ST)	229,800.00	229,800.00	180,000.00	180,000.00	181,000.00	181,000.00
173S	10-3	1	LS	SIGNAL INTERCONNECT (FIBER OPTIC)	1,370,000.00	1,370,000.00	300,000.00	300,000.00	550,000.00	550,000.00
174S	10-3	1	LS	TEMPORARY SIGNALS AND LIGHTING	150,000.00	150,000.00	9,000.00	9,000.00	10,000.00	10,000.00
175S	10-3	1	LS	STREET LIGHTING	7,580,000.00	7,580,000.00	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00
175AS	10-3	1	LS	STREET LIGHTING CONTROL SYSTEM	500,000.00	500,000.00	594,000.00	594,000.00	650,000.00	650,000.00
176	10-4	7,613	LF	18" X 36" JOINT TRENCH EXCAVATION AND BACKFILL	36.00	274,068.00	66.00	502,458.00	60.00	456,780.00
177	10-4	1,339	LF	18" X 42" JOINT TRENCH EXCAVATION AND BACKFILL	43.00	57,577.00	77.00	103,103.00	64.00	85,696.00
178	10-4	277	LF	18" X 48" JOINT TRENCH EXCAVATION AND BACKFILL	36.00	9,972.00	88.00	24,376.00	76.00	21,052.00

CITY OF HAYWARD
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ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
179	10-4	14,855	LF	18" X 54" JOINT TRENCH EXCAVATION AND BACKFILL	39.00	579,345.00	65.00	965,575.00	65.00	965,575.00
180	10-4	344	LF	18" X 60" JOINT TRENCH EXCAVATION AND BACKFILL	46.50	15,996.00	110.00	37,840.00	82.00	28,208.00
181	10-4	98	LF	20" X 36" JOINT TRENCH EXCAVATION AND BACKFILL	36.00	3,528.00	88.00	8,624.00	76.00	7,448.00
182	10-4	122	LF	20" X 42" JOINT TRENCH EXCAVATION AND BACKFILL	36.00	4,392.00	103.00	12,566.00	78.00	9,516.00
183	10-4	508	LF	20" X 54" JOINT TRENCH EXCAVATION AND BACKFILL	44.00	22,352.00	133.00	67,564.00	72.00	36,576.00
184	10-4	283	LF	20" X 60" JOINT TRENCH EXCAVATION AND BACKFILL	46.50	13,159.50	147.00	41,601.00	80.00	22,640.00
185	10-4	148	LF	22" X 54" JOINT TRENCH EXCAVATION AND BACKFILL	47.00	6,956.00	133.00	19,684.00	80.00	11,840.00
186	10-4	81	LF	22" X 60" JOINT TRENCH EXCAVATION AND BACKFILL	50.00	4,050.00	147.00	11,907.00	90.00	7,290.00
187	10-4	95	LF	24" X 42" JOINT TRENCH EXCAVATION AND BACKFILL	43.00	4,085.00	103.00	9,785.00	77.00	7,315.00
188	10-4	3,164	LF	24" X 54" JOINT TRENCH EXCAVATION AND BACKFILL	56.00	177,184.00	78.00	246,792.00	78.00	246,792.00
189	10-4	1,195	LF	24" X 60" JOINT TRENCH EXCAVATION AND BACKFILL	56.00	66,920.00	147.00	175,665.00	95.00	113,525.00
190	10-4	345	LF	25" X 42" JOINT TRENCH EXCAVATION AND BACKFILL	20.00	6,900.00	129.00	44,505.00	80.00	27,600.00
191	10-4	154	LF	26" X 60" JOINT TRENCH EXCAVATION AND BACKFILL	58.00	8,932.00	184.00	28,336.00	96.00	14,784.00
192	10-4	281	LF	30" X 42" JOINT TRENCH EXCAVATION AND BACKFILL	56.00	15,736.00	129.00	36,249.00	80.00	22,480.00
193	10-4	593	LF	30" X 54" JOINT TRENCH EXCAVATION AND BACKFILL	65.00	38,545.00	166.00	98,438.00	91.00	53,963.00
194	10-4	270	LF	30" X 60" JOINT TRENCH EXCAVATION AND BACKFILL	69.50	18,765.00	184.00	49,680.00	94.00	25,380.00
195	10-4	25,038	LF	SAWCUT HMA PAVEMENT FOR JOINT TRENCH	5.20	130,197.60	17.00	425,646.00	17.50	438,165.00

CITY OF HAYWARD
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ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
196	10-4	6,121	LF	SAWCUT HMA AND CONCRETE PAVEMENT FOR JOINT TRENCH	13.50	82,633.50	25.00	153,025.00	25.50	156,085.50
197	10-4	833	LF	2" CONDUIT (SCH 40 PVC)	5.00	4,165.00	2.00	1,666.00	3.00	2,499.00
198	10-4	3,298	LF	3" CONDUIT (SCH 40 PVC)	8.25	27,208.50	4.00	13,192.00	3.20	10,553.60
199	10-4	49,892	LF	4" CONDUIT (SCH 40 PVC)	12.00	598,704.00	3.25	162,149.00	4.00	199,568.00
200	10-4	4,169	LF	5" CONDUIT (SCH 40 PVC)	17.00	70,873.00	4.00	16,676.00	5.50	22,929.50
201	10-4	24,882	LF	6" CONDUIT (SCH 40 PVC)	22.00	547,404.00	5.00	124,410.00	6.50	161,733.00
202	10-4	34	EA	#2 BOX (PG&E)	620.00	21,080.00	1,150.00	39,100.00	700.00	23,800.00
203	10-4	38	EA	#3A BOX (PG&E)	890.00	33,820.00	1,250.00	47,500.00	705.00	26,790.00
204	10-4	39	EA	#5 VAULT (PG&E)	2,750.00	107,250.00	4,300.00	167,700.00	3,300.00	128,700.00
205	10-4	4	EA	#5A VAULT (PG&E)	2,600.00	10,400.00	4,700.00	18,800.00	3,700.00	14,800.00
206	10-4	5	EA	#5 VAULT (TRAFFIC RATED) (PG&E)	6,700.00	33,500.00	6,800.00	34,000.00	5,300.00	26,500.00
207	10-4	32	EA	#7 VAULT (PG&E)	7,000.00	224,000.00	9,950.00	318,400.00	7,000.00	224,000.00
208	10-4	4	EA	#7 VAULT (TRAFFIC RATED) (PG&E)	11,200.00	44,800.00	12,040.00	48,160.00	11,000.00	44,000.00
209	10-4	15	EA	50" X 52" TRANSFORMER PAD (PG&E)	800.00	12,000.00	5,200.00	78,000.00	2,000.00	30,000.00
210	10-4	2	EA	106" X 90" TRANSFORMER PAD (PG&E)	1,200.00	2,400.00	7,705.00	15,410.00	6,300.00	12,600.00
211	10-4	1	EA	82" X 72" TRANSFORMER PAD (PG&E)	1,013.00	1,013.00	6,570.00	6,570.00	7,600.00	7,600.00
212	10-4	1	EA	61" X 80" TRANSFORMER PAD (PG&E)	1,000.00	1,000.00	6,570.00	6,570.00	1,100.00	1,100.00
213	10-4	21	EA	17" X 30" X 24" SPLICE BOX (AT&T)	750.00	15,750.00	800.00	16,800.00	1,600.00	33,600.00
214	10-4	24	EA	30" X 48" X 36" SPLICE BOX (AT&T)	1,750.00	42,000.00	1,470.00	35,280.00	1,300.00	31,200.00
215	10-4	4	EA	PTS 3660 VAULT (AT&T)	3,450.00	13,800.00	3,975.00	15,900.00	2,800.00	11,200.00
216	10-4	1	EA	PTS 4878 VAULT (AT&T)	4,000.00	4,000.00	5,185.00	5,185.00	3,900.00	3,900.00
217	10-4	45	EA	EXCAVATION AND BACKFILL - 17" X 30" SPLICE BOX (COMCAST)	46.00	2,070.00	50.00	2,250.00	200.00	9,000.00
218	10-4	47	EA	EXCAVATION AND BACKFILL - 24" X 48" SPLICE BOX (COMCAST)	80.00	3,760.00	50.00	2,350.00	220.00	10,340.00
219	10-5.01	29,100	CY	IMPORTED TOPSOIL	30.00	873,000.00	28.00	814,800.00	25.00	727,500.00
220	10-5.02	1	LS	IRRIGATION	800,000.00	800,000.00	620,000.00	620,000.00	850,000.00	850,000.00
221	10-5.02	1	LS	IRRIGATION (FOOTHILL/MAPLE GATEWAY PARK)	70,000.00	70,000.00	280,000.00	280,000.00	28,000.00	28,000.00
222	10-5.02	1	LS	IRRIGATION (DE ANZA PARK)	30,000.00	30,000.00	14,000.00	14,000.00	10,000.00	10,000.00
223	10-5.02	1	LS	IRRIGATION (MISSION/A STREET GATEWAY)	45,000.00	45,000.00	41,000.00	41,000.00	20,000.00	20,000.00
224	10-5.03	1	LS	LANDSCAPING	2,700,000.00	2,700,000.00	1,400,000.00	1,400,000.00	1,000,000.00	1,000,000.00

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 BIDS OPENED: JUNE 22, 2010
 (NUMBER OF BIDS RECEIVED - 7)

Attachment III

BID SUMMARY					ENGINEER'S ESTIMATE		RGW Construction, Inc. 550 Greenville Road Livermore, CA 94550 (925) 606-2400 (925) 961-1925 Fax		Ghilotti Bros., Inc 525 Jacoby St San Rafael, CA 94901 (415) 454-7011 (415) 454-8376 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
225	10-5.03	1	LS	LANDSCAPING (FOOTHILL/MAPLE GATEWAY PARK)	80,000.00	80,000.00	35,000.00	35,000.00	35,000.00	35,000.00
226	10-5.03	1	LS	LANDSCAPING (DE ANZA PARK)	30,000.00	30,000.00	11,935.00	11,935.00	7,500.00	7,500.00
227	10-5.03	1	LS	LANDSCAPING (MISSION/A STREET GATEWAY)	70,000.00	70,000.00	35,200.00	35,200.00	14,000.00	14,000.00
228	10-5.04	46,550	SF	ARCHITECTURAL CONCRETE (SCORED SIDEWALK)	12.50	581,875.00	8.50	395,675.00	8.00	372,400.00
229	10-5.04	3,935	SF	ARCHITECTURAL CONCRETE (MEDIAN NOSE AND PEDESTRIAN ISLAND PAVING)	10.00	39,350.00	8.00	31,480.00	13.00	51,155.00
230	10-5.04	6,550	SF	ARCHITECTURAL CONCRETE (FIVE FLAGS PEDESTRIAN WALKWAY)	15.00	98,250.00	11.00	72,050.00	10.50	68,775.00
231	10-5.04	480	LF	ARCHITECTURAL CONCRETE (FIVE FLAGS MOWBAND)	45.00	21,600.00	25.00	12,000.00	17.50	8,400.00
232	10-5.04	685	SF	ARCHITECTURAL CONCRETE PAVING (DE ANZA PARK)	200.00	137,000.00	30.00	20,550.00	19.00	13,015.00
233	10-5.04	1	LS	ARCHITECTURAL CONCRETE TILE LETTERING (DE ANZA PARK)	10,000.00	10,000.00	25,000.00	25,000.00	18,000.00	18,000.00
234	10-5.05	1	LS	MANUFACTURED STONE VENEER (DE ANZA PARK)	7,500.00	7,500.00	16,000.00	16,000.00	45,000.00	45,000.00
235S	10-5.06	5	EA	PRECAST CONCRETE COLUMN AND CAP (SAN LORENZO CREEK BRIDGE)	8,000.00	40,000.00	2,000.00	10,000.00	5,000.00	25,000.00
236S	10-5.06	2	EA	PRECAST CONCRETE COLUMN AND CAP (TALL) (FOOTHILL/MAPLE GATEWAY)	8,000.00	16,000.00	4,200.00	8,400.00	7,000.00	14,000.00
237S	10-5.06	3	EA	PRECAST CONCRETE COLUMN AND CAP (SHORT) (FOOTHILL/MAPLE GATEWAY)	8,000.00	24,000.00	1,900.00	5,700.00	5,500.00	16,500.00
238S	10-5.06	1	LS	PRECAST CONCRETE PLANTER WALL CAP (FOOTHILL/MAPLE GATEWAY)	20,000.00	20,000.00	8,800.00	8,800.00	7,000.00	7,000.00
239S	10-5.06	1	LS	PRECAST CONCRETE MONUMENT SIGN BASE (DE ANZA PARK)	2,000.00	2,000.00	3,000.00	3,000.00	2,000.00	2,000.00
240S	10-5.06	1	LS	PRECAST CONCRETE FASCIA AND WALL CAP (MISSION/A STREET GATEWAY)	75,000.00	75,000.00	39,000.00	39,000.00	45,000.00	45,000.00
241	10-5.07	500	SF	SAND SET MARBLE PAVERS (PORTUGUESE PARK)	25.00	12,500.00	22.00	11,000.00	15.20	7,600.00
242	10-5.08	5,260	SF	PERMEABLE INTERLOCKING PAVERS	18.00	94,680.00	18.00	94,680.00	17.50	92,050.00

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
 PROJECT NO. 5117
 BIDS OPENED: JUNE 22, 2010
 (NUMBER OF BIDS RECEIVED - 7)

BID SUMMARY					ENGINEER'S ESTIMATE		RGW Construction, Inc. 550 Greenville Road Livermore, CA 94550 (925) 606-2400 (925) 961-1925 Fax		Ghilotti Bros., Inc 525 Jacoby St San Rafael, CA 94901 (415) 454-7011 (415) 454-8376 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
243	10-5.09	1	LS	CAST METAL LETTERS FOR SIGNAL BRIDGES	1,200.00	1,200.00	21,000.00	21,000.00	21,000.00	21,000.00
244	10-5.09	20	EA	CITY ROSETTES FOR SIGNAL BRIDGES	1,300.00	26,000.00	4,200.00	84,000.00	4,000.00	80,000.00
245	10-5.09	2	EA	CAST IRON TREE GRATE AND FRAME	6,000.00	12,000.00	2,900.00	5,800.00	3,000.00	6,000.00
246	10-5.09	5	EA	FLAG POLE	5,000.00	25,000.00	1,600.00	8,000.00	8,000.00	40,000.00
247	10-5.09	1,380	SF	FENCE FABRIC FOR DECORATIVE STEEL BARRIER RAILING	50.00	69,000.00	50.00	69,000.00	7.00	9,660.00
248	10-5.09	1	LS	STEEL ARCH SIGN (FOOTHILL/MAPLE GATEWAY)	6,000.00	6,000.00	37,000.00	37,000.00	12,000.00	12,000.00
249	10-5.09	1	LS	CAST METAL LETTERS FOR MONUMENT WALL (MISSION/A STREET GATEWAY)	6,000.00	6,000.00	4,000.00	4,000.00	4,000.00	4,000.00
250	10-5.10	1	LS	WOOD SIGN RELOCATION (DE ANZA PARK)	2,000.00	2,000.00	5,000.00	5,000.00	5,000.00	5,000.00
251	10-5.10	1	LS	WOOD RISER (DE ANZA PARK)	250.00	250.00	1,500.00	1,500.00	500.00	500.00
252	10-5.10	1	LS	WOOD RETAINING WALL AT PG&E VAULT (DE ANZA PARK)	1,000.00	1,000.00	4,420.00	4,420.00	1,400.00	1,400.00
253	10-6	1	LS	ADMINISTRATIVE CHANGE ORDERS	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00
TOTAL						65,200,290.60		* 51,256,542.00		51,854,776.60

* Total Bid Correction

Attachment III

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
 PROJECT NO. 5117
 BIDS OPENED: JUNE 22, 2010
 (NUMBER OF BIDS RECEIVED - 7)

Attachment III

BID SUMMARY					ENGINEER'S ESTIMATE		Ghilotti Construction Co., Inc. 246 Ghilotti Avenue Santa Rosa, CA 95407 (707) 585-1221 (707) 585-1601 Fax		Bay Cities Paving & Grading, Inc. 5029 Forni Drive Concord, CA 94520 (510) 625-8470 (510) 625-8473 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	10-1.00	1	LS	CONSTRUCTION PROJECT INFORMATION SIGNS	15,000.00	15,000.00	2,000.00	2,000.00	1,836.00	1,836.00
2	10-1.02	1	LS	WATER POLLUTION CONTROL	600,000.00	600,000.00	20,000.00	20,000.00	30,000.00	30,000.00
3	10-1.15	1	LS	MOBILIZATION	4,240,000.00	4,240,000.00	3,600,000.00	3,600,000.00	4,200,000.00	4,200,000.00
4S	10-1.16	1	LS	CONSTRUCTION AREA SIGNS	25,000.00	25,000.00	14,000.00	14,000.00	14,280.00	14,280.00
5S	10-1.17	1	LS	TRAFFIC MANAGEMENT PLAN	50,000.00	50,000.00	5,000.00	5,000.00	3,000.00	3,000.00
6S	10-1.19	1	LS	TRAFFIC CONTROL SYSTEM	1,325,000.00	1,325,000.00	650,000.00	650,000.00	200,000.00	200,000.00
7S	10-1.20	1	LS	TEMPORARY PAVEMENT MARKINGS	300,000.00	300,000.00	177,000.00	177,000.00	180,540.00	180,540.00
8	10-1.23	1,400	LF	REMOVE FENCE	10.00	14,000.00	6.00	8,400.00	6.07	8,498.00
9	10-1.23	37	EA	REMOVE NEWS STAND	200.00	7,400.00	100.00	3,700.00	75.00	2,775.00
10	10-1.23	293	EA	REMOVE TREE	200.00	58,600.00	400.00	117,200.00	443.70	130,004.10
11	10-1.23	11	EA	RELOCATE BUS SHELTER	2,500.00	27,500.00	1,000.00	11,000.00	1,224.00	13,464.00
12	10-1.23	1	EA	RELOCATE BENCH	200.00	200.00	500.00	500.00	750.00	750.00
13	10-1.23	27	EA	RESET TRASH RECEPTICAL	100.00	2,700.00	250.00	6,750.00	200.00	5,400.00
14	10-1.23	52	EA	RESET NEWSSTAND	90.00	4,680.00	100.00	5,200.00	150.00	7,800.00
15	10-1.23	6	EA	RESET BENCH	200.00	1,200.00	500.00	3,000.00	400.00	2,400.00
16	10-1.23	3	EA	RESET BIKE RACK	150.00	450.00	250.00	750.00	350.00	1,050.00
17	10-1.23	1	EA	RESET PAY TELEPHONE	300.00	300.00	1,000.00	1,000.00	1,000.00	1,000.00
18	10-1.23	8	EA	REMOVE PEDESTRIAN BARRICADE	100.00	800.00	200.00	1,600.00	150.00	1,200.00
19	10-1.23	1	EA	REMOVE BIKE RACK	125.00	125.00	200.00	200.00	150.00	150.00
20	10-1.23	30	LF	REMOVE ASPHALT CONCRETE DIKE	10.00	300.00	1.00	30.00	13.50	405.00
21	10-1.23	1	LS	REMOVE TRAFFIC PAVEMENT MARKINGS	17,500.00	17,500.00	82,000.00	82,000.00	66,300.00	66,300.00
22	10-1.23	4,830	CY	REMOVE BASE AND SURFACING	20.00	96,600.00	19.00	91,770.00	12.75	61,582.50
23	10-1.23	289,300	SQYD	COLD PLANE AC PAVEMENT (2" MIN)	2.00	578,600.00	2.25 *	650,925.00	0.75	216,975.00
24	10-1.23	43,700	LF	REMOVE CONCRETE (MEDIAN CURB)	5.00	218,500.00	5.50	240,350.00	4.40	192,280.00
25	10-1.23	50,650	LF	REMOVE CONCRETE (CURB AND GUTTER)	10.00	506,500.00	6.50	329,225.00	7.15	362,147.50
26	10-1.23	540,000	SF	REMOVE CONCRETE (SIDEWALK AND MEDIAN PAVING)	2.00	1,080,000.00	1.30	702,000.00	0.24	129,600.00
27	10-1.23	30	LF	REMOVE CONCRETE (RETAINING WALL)	125.00	3,750.00	80.00	2,400.00	143.00	4,290.00
28	10-1.23	210	LF	REMOVE BRICK WALL	65.00	13,650.00	35.00	7,350.00	33.50	7,035.00
29	10-1.23	188,300	SF	REMOVE CONCRETE PAVEMENT	5.00	941,500.00	2.50	470,750.00	1.05	197,715.00
30	10-1.23	29	EA	REMOVE INLET	900.00	26,100.00	500.00	14,500.00	274.00	7,946.00
31	10-1.23	115	LF	REMOVE STORM DRAIN	50.00	5,750.00	25.00	2,875.00	26.00	2,990.00

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
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 BIDS OPENED: JUNE 22, 2010
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Attachment III

BID SUMMARY				ENGINEER'S ESTIMATE		Ghilotti Construction Co., Inc. 246 Ghilotti Avenue Santa Rosa, CA 95407 (707) 585-1221 (707) 585-1601 Fax		Bay Cities Paving & Grading, Inc. 5029 Fomi Drive Concord, CA 94520 (510) 625-8470 (510) 625-8473 Fax		
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
32	10-1.23	3	EA	REMOVE CONCRETE HEADWALL	1,500.00	4,500.00	500.00	1,500.00	1,135.00	3,405.00
33	10-1.23	46	EA	RELOCATE FIRE HYDRANT	3,000.00	138,000.00	1,750.00	80,500.00	3,912.00	179,952.00
34	10-1.23	72	EA	RELOCATE WATER METER	2,000.00	144,000.00	650.00	46,800.00	663.00	47,736.00
35	10-1.23	5	EA	RELOCATE PARKING LOT SIGN	125.00	625.00	250.00	1,250.00	168.00	840.00
36	10-1.23	14	EA	RELOCATE PARKING LOT LIGHT	900.00	12,600.00	2,500.00	35,000.00	2,550.00	35,700.00
37	10-1.23	2	EA	RELOCATE COMMERCIAL SIGN	1,500.00	3,000.00	1,200.00	2,400.00	1,938.00	3,876.00
38	10-1.23	1	EA	REMOVE TRASH ENCLOSURE	2,000.00	2,000.00	2,400.00	2,400.00	2,150.00	2,150.00
39	10-1.23	91	EA	REMOVE BOLLARD	60.00	5,460.00	100.00	9,100.00	40.00	3,640.00
40S	10-1.23	1	LS	SAN LORENZO CREEK BRIDGE REMOVAL (PORTION)	21,000.00	21,000.00	29,000.00	29,000.00	10,200.00	10,200.00
41	10-1.23	3	EA	REMOVE OVERHEAD SIGN STRUCTURE	9,000.00	27,000.00	6,300.00	18,900.00	17,646.00	52,938.00
42	10-1.23	568	EA	REMOVE ROADSIDE SIGN	150.00	85,200.00	60.00	34,080.00	39.80	22,606.40
43	10-1.23	76	EA	RELOCATE ROADSIDE SIGN	225.00	17,100.00	150.00	11,400.00	127.50	9,690.00
44	10-1.23	610	LF	ABANDON STORM DRAIN	25.00	15,250.00	8.00	4,880.00	22.00	13,420.00
45	10-1.23	5	EA	ABANDON INLET	1,200.00	6,000.00	800.00	4,000.00	413.00	2,065.00
46	10-1.23	90	EA	ADJUST MONUMENT FRAME AND COVER TO GRADE	250.00	22,500.00	350.00	31,500.00	377.40	33,966.00
47	10-1.23	371	EA	ADJUST MANHOLE FRAME AND COVER TO GRADE	300.00	111,300.00	660.00	244,860.00	708.90	263,001.90
48	10-1.23	18	EA	ADJUST SEWER CLEANOUT TO GRADE	250.00	4,500.00	350.00	6,300.00	377.40	6,793.20
49	10-1.23	327	EA	ADJUST WATER VALVE BOX TO GRADE	250.00	81,750.00	350.00	114,450.00	377.40	123,409.80
50	10-1.23	253	EA	ADJUST WATER METER BOX TO GRADE	250.00	63,250.00	120.00	30,360.00	82.50	20,872.50
51	10-1.23	346	EA	ADJUST UTILITY BOX TO GRADE	300.00	103,800.00	450.00	155,700.00	100.00	34,600.00
52	10-1.23	37	EA	ADJUST FIRE HYDRANT TO GRADE	2,000.00	74,000.00	500.00	18,500.00	300.00	11,100.00
53	10-1.23	19	EA	MODIFY INLET	1,000.00	19,000.00	1,200.00 *	22,800.00	1,280.10	24,321.90
54	10-1.23	45	EA	MODIFY INLET TO MANHOLE	3,000.00	135,000.00	1,400.00 *	63,000.00	1,417.80	63,801.00
55	10-1.23	4	EA	MODIFY INLET TO ACFC (TYPE VI)	7,500.00	30,000.00	1,500.00	6,000.00	1,290.30	5,161.20
56	10-1.23	7	EA	MODIFY INLET TO ECCENTRIC MANHOLE	2,200.00	15,400.00	1,700.00	11,900.00	1,775.00	12,425.00
57	10-1.24	1	LS	CLEARING AND GRUBBING	55,000.00	55,000.00	23,000.00	23,000.00	39,500.00	39,500.00
58	10-1.25	1	LS	DEVELOP WATER SUPPLY	30,000.00	30,000.00	15,000.00	15,000.00	5,100.00	5,100.00
59F	10-1.26	59,860	CY	ROADWAY EXCAVATION	25.00	1,496,500.00	22.00	1,316,920.00	18.00	1,077,480.00
60F	10-1.26	1,760	CY	IMPORTED BORROW	50.00	88,000.00	1.00	1,760.00	4.50	7,920.00
61	10-1.28	10,700	CY	AGGREGATE SUBBASE (CLASS 4)	29.00	310,300.00	37.00	395,900.00	19.55	209,185.00

CITY OF HAYWARD
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BID SUMMARY					ENGINEER'S ESTIMATE		Ghilotti Construction Co., Inc. 246 Ghilotti Avenue Santa Rosa, CA 95407 (707) 585-1221 (707) 585-1601 Fax		Bay Cities Paving & Grading, Inc. 5029 Forni Drive Concord, CA 94520 (510) 625-8470 (510) 625-8473 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
62	10-1.31	102,000	TN	HOT MIX ASPHALT (TYPE A)	63.00	6,426,000.00	73.00	7,446,000.00	68.10	6,946,200.00
63	10-1.31	3,600	TN	HOT MIX ASPHALT (DRIVEWAY CONFORMS)	125.00	450,000.00	100.00	360,000.00	73.50	264,600.00
64	10-1.33	15,300	TN	HOT MIX ASPHALT (FULL DEPTH SPOT REPAIRS)	80.00	1,224,000.00	100.00	1,530,000.00	88.40	1,352,520.00
65s	10-1.35	200	LF	42" CIDH CONCRETE PILING (SIGNAL BRIDGE)	1,000.00	200,000.00	250.00	50,000.00	252.00	50,400.00
66F	10-1.36	333	CY	STRUCTURAL CONCRETE (RETAINING WALL)	1,850.00	616,050.00	860.00	286,380.00	1,041.05	346,669.65
67F	10-1.36	61	LF	RETAINING WALL (MASONRY BLOCK)	85.00	5,185.00	170.00	10,370.00	90.80 *	5,538.80
68F	10-1.36	60	CY	STRUCTURAL CONCRETE (BRIDGE SIDEWALK AND MEDIAN)	1,200.00	72,000.00	550.00	33,000.00	483.48	29,008.80
69F	10-1.36	104	CY	STRUCTURAL CONCRETE (FOOTING)	2,060.00	214,240.00	790.00	82,160.00	760.15	79,055.60
70	10-1.36	81	EA	DRAINAGE INLET (COH TYPE A, SD-402)	4,000.00	324,000.00	1,700.00	137,700.00	2,276.65	184,408.65
71	10-1.36	6	EA	DRAINAGE INLET (COH TYPE C, SD-403)	5,000.00	30,000.00	2,300.00	13,800.00	2,679.55	16,077.30
72	10-1.36	11	EA	DRAINAGE INLET (COH TYPE D, SD-404)	4,000.00	44,000.00	2,300.00	25,300.00	1,929.85	21,228.35
73	10-1.36	7	EA	DRAINAGE INLET (COH TYPE E, SD-405)	4,000.00	28,000.00	1,200.00	8,400.00	1,929.85	13,508.95
74	10-1.36	9	EA	DRAINAGE INLET - (ACFCD TYPE VI)	8,000.00	72,000.00	2,300.00	20,700.00	2,521.45	22,693.05
75	10-1.36	9	EA	DRAINAGE INLET - (CALTRANS TYPE G3)	10,000.00	90,000.00	2,300.00	20,700.00	1,873.75	16,863.75
76	10-1.36	1	EA	STORM DRAIN MANHOLE (ACFCD TYPE I)	8,000.00	8,000.00	4,500.00	4,500.00	5,052.80	5,052.80
77	10-1.36	1	EA	STORM DRAIN MANHOLE (ACFCD TYPE II)	8,000.00	8,000.00	4,500.00	4,500.00	4,963.00	4,963.00
78	10-1.36	1	EA	STORM DRAIN MANHOLE (ACFCD TYPE III)	8,000.00	8,000.00	4,500.00	4,500.00	6,642.40	6,642.40
79	10-1.36	1	EA	STORM DRAIN MANHOLE (ACFCD TYPE IV)	5,000.00	5,000.00	4,500.00	4,500.00	3,859.00	3,859.00
80	10-1.36	10	EA	STORM DRAIN MANHOLE (COH TYPE A, SD-410)	4,000.00	40,000.00	2,500.00	25,000.00	1,926.00	19,260.00
81	10-1.36	3	EA	REINFORCED CONCRETE PIPE JOINT COLLAR (COH SD-412)	1,000.00	3,000.00	500.00	1,500.00	560.00	1,680.00
82	10-1.36	2	EA	STANDARD AREA DRAIN (COH SD-118)	1,500.00	3,000.00	600.00	1,200.00	493.00	986.00
83	10-1.36	124	EA	STANDARD AREA CURB DRAIN (COH SD-118)	900.00	111,600.00	130.00	16,120.00	589.00	73,036.00
84	10-1.36	4	EA	SITE DRAIN	1,500.00	6,000.00	600.00	2,400.00	589.00	2,356.00
85S	10-1.40	1	EA	SIGNAL BRIDGE (95 FOOT SPAN)	302,000.00	302,000.00	90,000.00	90,000.00	92,000.00	92,000.00
86S	10-1.40	2	EA	SIGNAL BRIDGE (103 FOOT SPAN)	308,000.00	616,000.00	90,000.00	180,000.00	94,000.00	188,000.00
87S	10-1.40	2	EA	SIGNAL BRIDGE (135 FOOT SPAN)	330,000.00	660,000.00	110,000.00	220,000.00	94,000.00	188,000.00
88S	10-1.41	411	EA	ROADSIDE SIGN (ONE POST)	250.00	102,750.00	260.00	106,860.00	132.60	54,498.60
89S	10-1.41	41	EA	ROADSIDE SIGN (TWO POST)	500.00	20,500.00	290.00	11,890.00	244.80	10,036.80
90S	10-1.42	471	EA	ROADSIDE SIGN ON STREET LIGHT OR EXISTING POST	225.00	105,975.00	150.00	70,650.00	39.80	18,745.80

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 (NUMBER OF BIDS RECEIVED - 7)

Attachment III

BID SUMMARY					ENGINEER'S ESTIMATE		Ghilotti Construction Co., Inc. 246 Ghilotti Avenue Santa Rosa, CA 95407 (707) 585-1221 (707) 585-1601 Fax		Bay Cities Paving & Grading, Inc. 5029 Forni Drive Concord, CA 94520 (510) 625-8470 (510) 625-8473 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
91	10-1.47	960	LF	12" REINFORCED CONCRETE PIPE	90.00	86,400.00	60.00	57,600.00	64.30	61,728.00
92	10-1.47	3,650	LF	18" REINFORCED CONCRETE PIPE	95.00	346,750.00	70.00	255,500.00	68.25	249,112.50
93	10-1.47	16	LF	21" REINFORCED CONCRETE PIPE	100.00	1,600.00	75.00	1,200.00	146.90	2,350.40
94	10-1.47	460	LF	24" REINFORCED CONCRETE PIPE	100.00	46,000.00	75.00	34,500.00	75.95	34,937.00
95	10-1.47	10	LF	36" REINFORCED CONCRETE PIPE	200.00	2,000.00	150.00	1,500.00	273.15	2,731.50
96	10-1.47	115	LF	54" REINFORCED CONCRETE PIPE	250.00	28,750.00	200.00	23,000.00	165.95	19,084.25
97	10-1.49	8,010	SF	MINOR CONCRETE (VALLEY GUTTER)	16.00	128,160.00	8.00	64,080.00	6.75	54,067.50
98	10-1.49	42,730	LF	MINOR CONCRETE (8" MEDIAN CURB)	11.00	470,030.00	12.50	534,125.00	12.15	519,169.50
99	10-1.49	22,030	SF	MINOR CONCRETE (CURB RAMP)	12.00	264,360.00	5.30	116,759.00	5.80	127,774.00
100	10-1.49	292,990	SF	MINOR CONCRETE (SIDEWALK)	5.50	1,611,445.00	4.85	1,421,001.50	3.25	952,217.50
101	10-1.49	105,150	SF	MINOR CONCRETE (DRIVEWAY)	15.00	1,577,250.00	5.70	599,355.00	3.85	404,827.50
102	10-1.49	56,130	LF	MINOR CONCRETE (COH STD. CURB AND GUTTER, SD-108)	17.50	982,275.00	17.50	982,275.00	15.05	844,756.50
103	10-1.49	6,400	LF	MINOR CONCRETE (RETAINING CURB)	15.00	96,000.00	12.75	81,600.00	15.10	96,640.00
104	10-1.49	1,480	LF	MINOR CONCRETE (6" PARKING LOT CURB)	10.00	14,800.00	14.50	21,460.00	14.50	21,460.00
105	10-1.49	12	EA	REMOVABLE CURB SECTION	2,000.00	24,000.00	1,100.00	13,200.00	1,193.40	14,320.80
106	10-1.50	5,880	SF	CURB RAMP DETECTABLE WARNING SURFACE	20.00	117,600.00	18.00	105,840.00	18.36	107,956.80
107S	10-1.51	26	LF	WOOD FENCE (SPLIT RAIL)	75.00	1,950.00	40.00	1,040.00	38.80	1,008.80
108S	10-1.52	85	LF	WOOD FENCE (6' PRIVACY, 1" X 6" DOG-EARED PICKETS)	90.00	7,650.00	40.00	3,400.00	38.80	3,298.00
109S	10-1.53	750	LF	CHAIN LINK FENCE (TYPE CL-6)	20.00	15,000.00	12.50	9,375.00	12.75	9,562.50
110S	10-1.54	1,087	LF	DECORATIVE STEEL BARRIER RAILING	300.00	326,100.00	168.00 *	182,616.00	172.00	186,964.00
111S	10-1.54	310	LF	STEEL PIPE RAILING	175.00	54,250.00	50.00	15,500.00	76.50	23,715.00
112	10-1.55	56	EA	OBJECT MARKER (TYPE K)	100.00	5,600.00	50.00	2,800.00	26.55	1,486.80
113S	10-1.56	128,300	LF	THERMOPLASTIC TRAFFIC STRIPE	2.50	320,750.00	0.30	38,490.00	0.31 *	39,773.00
114S	10-1.56	32,530	SF	THERMOPLASTIC PAVEMENT MARKING	8.75	284,637.50	2.20 *	71,566.00	2.24	72,867.20
115S	10-1.57	3,050	LF	PAINTED TRAFFIC STRIPE (PARKING LOT)	1.50	4,575.00	1.00	3,050.00	1.02	3,111.00
116S	10-1.57	1,250	SF	PAINTED PAVEMENT MARKING (PARKING LOT)	5.00	6,250.00	2.00	2,500.00	2.04	2,550.00
117S	10-1.59	46	EA	HYDRANT BLUE REFLECTIVE PAVEMENT MARKER	12.00	552.00	15.00	690.00	15.30	703.80
118S	10-1.60	800	SF	RUBBER SIDEWALK	25.00	20,000.00	16.00	12,800.00	20.40	16,320.00
119	10-1.61	11	EA	PEDESTRIAN BARRICADE	750.00	8,250.00	750.00	8,250.00	510.00	5,610.00
120	10-1.62	27	EA	PARKING BUMPER (PRECAST CONCRETE)	200.00	5,400.00	25.00	675.00	36.00	972.00
121	10-1.63	5	EA	BOLLARD (COH SD-223)	175.00	875.00	375.00	1,875.00	663.00	3,315.00

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
 PROJECT NO. 5117
 BIDS OPENED: JUNE 22, 2010
 (NUMBER OF BIDS RECEIVED - 7)

BID SUMMARY					ENGINEER'S ESTIMATE		Ghilotti Construction Co., Inc. 246 Ghilotti Avenue Santa Rosa, CA 95407 (707) 585-1221 (707) 585-1601 Fax		Bay Cities Paving & Grading, Inc. 5029 Forni Drive Concord, CA 94520 (510) 625-8470 (510) 625-8473 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
122	10-1.64	1	EA	TRASH ENCLOSURE	5,000.00	5,000.00	6,000.00	6,000.00	7,258.00	7,258.00
123	10-1.65	15	EA	TREE WELL STORM WATER FILTER UNIT (5' X 13')	20,000.00	300,000.00	1,800.00	27,000.00	1,459.00	21,885.00
124	10-1.66	95	LF	8" PVC (SEWER - SDR 26)	105.00	9,975.00	100.00	9,500.00	74.25	7,053.75
125S	10-1.67	289,200	SQYD	PAVEMENT REINFORCING FABRIC	0.20	57,840.00	1.70	491,640.00	1.75	506,100.00
126S	10-1.69	4	EA	MUNICIPAL PARKING LOT SIGN (TYPE F1)	250.00	1,000.00	2,200.00	8,800.00	510.00	2,040.00
127	10-1.70	5	EA	INSTALL NEWS STAND AND BOXES	200.00	1,000.00	250.00	1,250.00	325.00	1,625.00
128	10-2	82	EA	RECONNECT WATER SERVICE LATERAL (3/4" TO 2")	2,000.00	164,000.00	1,600.00	131,200.00	1,320.00	108,240.00
129	10-2	1	EA	RECONNECT WATER SERVICE LATERAL (6")	3,000.00	3,000.00	2,800.00	2,800.00	3,196.00	3,196.00
130	10-2	2	EA	RECONNECT WATER SERVICE LATERAL (8")	5,000.00	10,000.00	3,800.00	7,600.00	3,657.00	7,314.00
131	10-2	6	EA	RECONNECT FIRE SERVICE	3,000.00	18,000.00	3,800.00	22,800.00	3,521.00	21,126.00
132	10-2	6	EA	RECONNECT FIRE HYDRANT	3,000.00	18,000.00	3,800.00	22,800.00	3,501.00	21,006.00
132A	10-2	1	EA	RELOCATE BACKFLOW PREVENTER	10,000.00	10,000.00	1,500.00	1,500.00	750.00	750.00
133	10-2	3	EA	FIRE HYDRANT	4,000.00	12,000.00	4,800.00	14,400.00	5,400.00	16,200.00
133A	10-2	700	LF	6" PVC (WATER)	80.00	56,000.00	80.00	56,000.00	57.00	39,900.00
134	10-2	2,700	LF	8" PVC (WATER)	90.00	243,000.00	90.00	243,000.00	65.40	176,580.00
134A	10-2	320	LF	6" DUCTILE IRON PIPE (WATER)	120.00	38,400.00	100.00	32,000.00	86.45	27,664.00
135	10-2	200	LF	8" DUCTILE IRON PIPE (WATER)	150.00	30,000.00	250.00	50,000.00	84.45	16,890.00
136	10-2	6,700	LF	12" PVC (WATER)	130.00	871,000.00	110.00	737,000.00	73.05	489,435.00
137	10-2	22	LF	12" DUCTILE IRON PIPE (WATER)	140.00	3,080.00	170.00	3,740.00	467.00	10,274.00
138	10-2	2	EA	4" GATE VALVE (WATER)	1,300.00	2,600.00	500.00	1,000.00	758.00	1,516.00
139	10-2	30	EA	6" GATE VALVE (WATER)	1,300.00	39,000.00	650.00	19,500.00	831.00	24,930.00
140	10-2	12	EA	8" GATE VALVE (WATER)	1,500.00	18,000.00	1,000.00	12,000.00	1,248.00	14,976.00
141	10-2	13	EA	12" GATE VALVE (WATER)	2,500.00	32,500.00	1,800.00 *	23,400.00	2,114.00	27,482.00
142S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 1 - MISSION BLVD AT INDUSTRIAL PKWY)	71,800.00	71,800.00	75,000.00	75,000.00	74,000.00	74,000.00
143S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 2 - MISSION BLVD AT VALLE VISTA AVE)	211,600.00	211,600.00	165,000.00	165,000.00	173,500.00	173,500.00
144S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 3 - MISSION BLVD AT LA VISTA QUARRY ENTRANCE)	57,700.00	57,700.00	20,000.00	20,000.00	5,900.00	5,900.00
145S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 4 - MISSION BLVD AT TENNYSON ROAD)	315,700.00	315,700.00	260,000.00	260,000.00	248,000.00	248,000.00

Attachment III

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
 PROJECT NO. 5117
 BIDS OPENED: JUNE 22, 2010
 (NUMBER OF BIDS RECEIVED - 7)

Attachment III

BID SUMMARY					ENGINEER'S ESTIMATE		Ghilotti Construction Co., Inc. 246 Ghilotti Avenue Santa Rosa, CA 95407 (707) 585-1221 (707) 585-1601 Fax		Bay Cities Paving & Grading, Inc. 5029 Forni Drive Concord, CA 94520 (510) 625-8470 (510) 625-8473 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
146S	10-3	1	LS	TRAFFIC SIGNAL MODIFICATION (LOCATION 5 - MISSION BLVD AT HANCOCK ST)	208,400.00	208,400.00	160,000.00	160,000.00	148,000.00	148,000.00
147S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 6 - MISSION BLVD AT CALHOUN ST / JEFFERSON ST)	259,800.00	259,800.00	175,000.00	175,000.00	167,000.00	167,000.00
148S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 7 - MISSION BLVD AT MOREAU SCHOOL ACCESS)	130,400.00	130,400.00	140,000.00	140,000.00	145,000.00	145,000.00
149S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 8 - MISSION BLVD AT SORENSON RD)	244,000.00	244,000.00	170,000.00	170,000.00	166,000.00	166,000.00
150S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 9 - MISSION BLVD AT HARDER RD)	367,400.00	367,400.00	260,000.00	260,000.00	239,000.00	239,000.00
151S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 10 - MISSION BLVD AT TORRANO RD)	46,300.00	46,300.00	52,000.00	52,000.00	73,000.00	73,000.00
152S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 11 - MISSION BLVD AT BERRY AVE)	253,000.00	253,000.00	190,000.00	190,000.00	194,000.00	194,000.00
153S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 12 - MISSION BLVD AT CARLOS BEE BLVD/ORCHARD AVE)	371,900.00	371,900.00	280,000.00	280,000.00	252,000.00	252,000.00
154S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 13 - MISSION BLVD AT HIGHLAND BLVD/SYCAMORE AVE)	286,600.00	286,600.00	190,000.00	190,000.00	182,000.00	182,000.00
155S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 14 - MISSION BLVD AT FLETCHER LN)	298,700.00	298,700.00	220,000.00	220,000.00	206,000.00	206,000.00
156S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 15 - MISSION BLVD AT FOOTHILL BLVD - JACKSON BLVD)	292,300.00	292,300.00	200,000.00	200,000.00	203,000.00	203,000.00
157S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 16 - MISSION BLVD AT D ST)	257,500.00	257,500.00	210,000.00	210,000.00	200,000.00	200,000.00
158S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 17 - MISSION BLVD AT C ST)	229,800.00	229,800.00	175,000.00	175,000.00	173,000.00	173,000.00
159S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 18 - MISSION BLVD AT B ST)	235,200.00	235,200.00	170,000.00	170,000.00	165,000.00	165,000.00
160S	10-3	1	LS	TRAFFIC SIGNAL MODIFICATION (LOCATION 19 - MISSION BLVD AT A ST)	206,800.00	206,800.00	180,000.00	180,000.00	176,000.00	176,000.00
161S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 20 - JACKSON STREET AT WATKINS WAY)	295,600.00	295,600.00	200,000.00	200,000.00	205,000.00	205,000.00

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
 PROJECT NO. 5117
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Attachment III

BID SUMMARY					ENGINEER'S ESTIMATE		Ghilotti Construction Co., Inc. 246 Ghilotti Avenue Santa Rosa, CA 95407 (707) 585-1221 (707) 585-1601 Fax		Bay Cities Paving & Grading, Inc. 5029 Forni Drive Concord, CA 94520 (510) 625-8470 (510) 625-8473 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
162S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 21 - WATKINS ST AT D ST)	134,100.00	134,100.00	80,000.00	80,000.00	69,000.00	69,000.00
163S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 22 - FOOTHILL BLVD AT D ST)	326,300.00	326,300.00	235,000.00	235,000.00	217,000.00	217,000.00
164S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 23 - FOOTHILL BLVD AT C ST)	228,000.00	228,000.00	175,000.00	175,000.00	162,000.00	162,000.00
165S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 24 - FOOTHILL BLVD AT B ST)	216,000.00	216,000.00	170,000.00	170,000.00	164,000.00	164,000.00
166S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 25 - FOOTHILL BLVD AT A ST)	267,400.00	267,400.00	200,000.00	200,000.00	198,000.00	198,000.00
167S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 26 - FOOTHILL BLVD AT RUSSELL WAY)	47,700.00	47,700.00	20,000.00	20,000.00	6,000.00	6,000.00
168S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 27 - FOOTHILL BLVD AT CITY CENTER DRIVE (SOUTH INTERSECTION))	331,400.00	331,400.00	235,000.00	235,000.00	229,000.00	229,000.00
169S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 28 - FOOTHILL BLVD AT CITY CENTER DRIVE/HAZEL DRIVE)	326,000.00	326,000.00	210,000.00	210,000.00	214,000.00	214,000.00
170S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 29 - FOOTHILL BLVD AT GROVE WAY)	310,400.00	310,400.00	200,000.00	200,000.00	206,000.00 *	206,000.00
171S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 30 - A ST AT MAIN ST)	272,500.00	272,500.00	190,000.00	190,000.00	188,000.00	188,000.00
172S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 31 - B ST AT 2ND ST)	229,800.00	229,800.00	190,000.00	190,000.00	191,000.00	191,000.00
173S	10-3	1	LS	SIGNAL INTERCONNECT (FIBER OPTIC)	1,370,000.00	1,370,000.00	660,000.00	660,000.00	668,000.00	668,000.00
174S	10-3	1	LS	TEMPORARY SIGNALS AND LIGHTING	150,000.00	150,000.00	15,000.00	15,000.00	9,900.00	9,900.00
175S	10-3	1	LS	STREET LIGHTING	7,580,000.00	7,580,000.00	5,646,000.00	5,646,000.00	4,800,000.00	4,800,000.00
175AS	10-3	1	LS	STREET LIGHTING CONTROL SYSTEM	500,000.00	500,000.00	560,000.00	560,000.00	6720,000.00	6720,000.00
176	10-4	7,613	LF	18" X 36" JOINT TRENCH EXCAVATION AND BACKFILL	36.00	274,068.00	60.00	456,780.00	61.20	465,915.60
177	10-4	1,339	LF	18" X 42" JOINT TRENCH EXCAVATION AND BACKFILL	43.00	57,577.00	64.00	85,696.00	65.30	87,436.70
178	10-4	277	LF	18" X 48" JOINT TRENCH EXCAVATION AND BACKFILL	36.00	9,972.00	65.00	18,005.00	66.30	18,365.10

CITY OF HAYWARD
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ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
179	10-4	14,855	LF	18" X 54" JOINT TRENCH EXCAVATION AND BACKFILL	39.00	579,345.00	65.00	965,575.00	66.30	984,886.50
180	10-4	344	LF	18" X 60" JOINT TRENCH EXCAVATION AND BACKFILL	46.50	15,996.00	75.00	25,800.00	76.50	26,316.00
181	10-4	98	LF	20" X 36" JOINT TRENCH EXCAVATION AND BACKFILL	36.00	3,528.00	75.00	7,350.00	76.50	7,497.00
182	10-4	122	LF	20" X 42" JOINT TRENCH EXCAVATION AND BACKFILL	36.00	4,392.00	70.00	8,540.00	71.40	8,710.80
183	10-4	508	LF	20" X 54" JOINT TRENCH EXCAVATION AND BACKFILL	44.00	22,352.00	72.00	36,576.00	73.45	37,312.60
184	10-4	283	LF	20" X 60" JOINT TRENCH EXCAVATION AND BACKFILL	46.50	13,159.50	89.00	25,187.00	90.80	25,696.40
185	10-4	148	LF	22" X 54" JOINT TRENCH EXCAVATION AND BACKFILL	47.00	6,956.00	85.00	12,580.00	86.70	12,831.60
186	10-4	81	LF	22" X 60" JOINT TRENCH EXCAVATION AND BACKFILL	50.00	4,050.00	89.00	7,209.00	90.80	7,354.80
187	10-4	95	LF	24" X 42" JOINT TRENCH EXCAVATION AND BACKFILL	43.00	4,085.00	75.00	7,125.00	76.50	7,267.50
188	10-4	3,164	LF	24" X 54" JOINT TRENCH EXCAVATION AND BACKFILL	56.00	177,184.00	78.00	246,792.00	79.60	251,854.40
189	10-4	1,195	LF	24" X 60" JOINT TRENCH EXCAVATION AND BACKFILL	56.00	66,920.00	95.00	113,525.00	96.90	115,795.50
190	10-4	345	LF	25" X 42" JOINT TRENCH EXCAVATION AND BACKFILL	20.00	6,900.00	86.00	29,670.00	87.75	30,273.75
191	10-4	154	LF	26" X 60" JOINT TRENCH EXCAVATION AND BACKFILL	58.00	8,932.00	95.00	14,630.00	96.90	14,922.60
192	10-4	281	LF	30" X 42" JOINT TRENCH EXCAVATION AND BACKFILL	56.00	15,736.00	105.00	29,505.00	107.10	30,095.10
193	10-4	593	LF	30" X 54" JOINT TRENCH EXCAVATION AND BACKFILL	65.00	38,545.00	120.00	71,160.00	122.40	72,583.20
194	10-4	270	LF	30" X 60" JOINT TRENCH EXCAVATION AND BACKFILL	69.50	18,765.00	125.00	33,750.00	127.50	34,425.00
195	10-4	25,038	LF	SAWCUT HMA PAVEMENT FOR JOINT TRENCH	5.20	130,197.60	17.00	425,646.00	15.30	383,081.40

Attachment III

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ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
196	10-4	6,121	LF	SAWCUT HMA AND CONCRETE PAVEMENT FOR JOINT TRENCH	13.50	82,633.50	25.00	153,025.00	15.30	93,651.30
197	10-4	833	LF	2" CONDUIT (SCH 40 PVC)	5.00	4,165.00	1.40	1,166.20	1.45	1,207.85
198	10-4	3,298	LF	3" CONDUIT (SCH 40 PVC)	8.25	27,208.50	1.60	5,276.80	1.65	5,441.70
199	10-4	49,892	LF	4" CONDUIT (SCH 40 PVC)	12.00	598,704.00	2.50	124,730.00	2.55	127,224.60
200	10-4	4,169	LF	5" CONDUIT (SCH 40 PVC)	17.00	70,873.00	3.40	14,174.60	3.50	14,591.50
201	10-4	24,882	LF	6" CONDUIT (SCH 40 PVC)	22.00	547,404.00	2.20 *	54,740.40	3.30	82,110.60
202	10-4	34	EA	#2 BOX (PG&E)	620.00	21,080.00	500.00	17,000.00	510.00	17,340.00
203	10-4	38	EA	#3A BOX (PG&E)	890.00	33,820.00	700.00	26,600.00	714.00	27,132.00
204	10-4	39	EA	#5 VAULT (PG&E)	2,750.00	107,250.00	4,000.00	156,000.00	4,080.00	159,120.00
205	10-4	4	EA	#5A VAULT (PG&E)	2,600.00	10,400.00	3,200.00	12,800.00	3,264.00	13,056.00
206	10-4	5	EA	#5 VAULT (TRAFFIC RATED) (PG&E)	6,700.00	33,500.00	5,600.00	28,000.00	5,712.00	28,560.00
207	10-4	32	EA	#7 VAULT (PG&E)	7,000.00	224,000.00	6,100.00	195,200.00	6,222.00	199,104.00
208	10-4	4	EA	#7 VAULT (TRAFFIC RATED) (PG&E)	11,200.00	44,800.00	9,400.00	37,600.00	9,588.00	38,352.00
209	10-4	15	EA	50" X 52" TRANSFORMER PAD (PG&E)	800.00	12,000.00	700.00	10,500.00	714.00	10,710.00
210	10-4	2	EA	106" X 90" TRANSFORMER PAD (PG&E)	1,200.00	2,400.00	2,600.00	5,200.00	2,652.00	5,304.00
211	10-4	1	EA	82" X 72" TRANSFORMER PAD (PG&E)	1,013.00	1,013.00	2,400.00	2,400.00	2,448.00	2,448.00
212	10-4	1	EA	61" X 80" TRANSFORMER PAD (PG&E)	1,000.00	1,000.00	2,000.00	2,000.00	2,040.00	2,040.00
213	10-4	21	EA	17" X 30" X 24" SPLICE BOX (AT&T)	750.00	15,750.00	1,200.00	25,200.00	1,224.00	25,704.00
214	10-4	24	EA	30" X 48" X 36" SPLICE BOX (AT&T)	1,750.00	42,000.00	1,900.00	45,600.00	1,938.00	46,512.00
215	10-4	4	EA	PTS 3660 VAULT (AT&T)	3,450.00	13,800.00	2,600.00	10,400.00	2,652.00	10,608.00
216	10-4	1	EA	PTS 4878 VAULT (AT&T)	4,000.00	4,000.00	3,500.00	3,500.00	3,570.00	3,570.00
217	10-4	45	EA	EXCAVATION AND BACKFILL - 17" X 30" SPLICE BOX (COMCAST)	46.00	2,070.00	200.00	9,000.00	204.00	9,180.00
218	10-4	47	EA	EXCAVATION AND BACKFILL - 24" X 48" SPLICE BOX (COMCAST)	80.00	3,760.00	220.00	10,340.00	224.40	10,546.80
219	10-5.01	29,100	CY	IMPORTED TOPSOIL	30.00	873,000.00	28.00	814,800.00	20.00	582,000.00
220	10-5.02	1	LS	IRRIGATION	800,000.00	800,000.00	600,000.00	600,000.00	751,383.00	751,383.00
221	10-5.02	1	LS	IRRIGATION (FOOTHILL/MAPLE GATEWAY PARK)	70,000.00	70,000.00	30,000.00	30,000.00	29,399.00	29,399.00
222	10-5.02	1	LS	IRRIGATION (DE ANZA PARK)	30,000.00	30,000.00	11,000.00	11,000.00	10,792.00	10,792.00
223	10-5.02	1	LS	IRRIGATION (MISSION/A STREET GATEWAY)	45,000.00	45,000.00	20,000.00	20,000.00	20,931.00	20,931.00
224	10-5.03	1	LS	LANDSCAPING	2,700,000.00	2,700,000.00	1,370,000.00	1,370,000.00	887,438.00	887,438.00

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
 PROJECT NO. 5117
 BIDS OPENED: JUNE 22, 2010
 (NUMBER OF BIDS RECEIVED - 7)

Attachment III

BID SUMMARY					ENGINEER'S ESTIMATE		Ghilotti Construction Co., Inc. 246 Ghilotti Avenue Santa Rosa, CA 95407 (707) 585-1221 (707) 585-1601 Fax		Bay Cities Paving & Grading, Inc. 5029 Forni Drive Concord, CA 94520 (510) 625-8470 (510) 625-8473 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
225	10-5.03	1	LS	LANDSCAPING (FOOTHILL/MAPLE GATEWAY PARK)	80,000.00	80,000.00	33,000.00	33,000.00	33,726.00	33,726.00
226	10-5.03	1	LS	LANDSCAPING (DE ANZA PARK)	30,000.00	30,000.00	2,000.00	2,000.00	1,933.00	1,933.00
227	10-5.03	1	LS	LANDSCAPING (MISSION/A STREET GATEWAY)	70,000.00	70,000.00	10,000.00	10,000.00	9,062.00	9,062.00
228	10-5.04	46,550	SF	ARCHITECTURAL CONCRETE (SCORED SIDEWALK)	12.50	581,875.00	8.00	372,400.00	5.95	276,972.50
229	10-5.04	3,935	SF	ARCHITECTURAL CONCRETE (MEDIAN NOSE AND PEDESTRIAN ISLAND PAVING)	10.00	39,350.00	10.00	39,350.00	13.05	51,351.75
230	10-5.04	6,550	SF	ARCHITECTURAL CONCRETE (FIVE FLAGS PEDESTRIAN WALKWAY)	15.00	98,250.00	9.00	58,950.00	11.35	74,342.50
231	10-5.04	480	LF	ARCHITECTURAL CONCRETE (FIVE FLAGS MOWBAND)	45.00	21,600.00	19.00	9,120.00	22.00	10,560.00
232	10-5.04	685	SF	ARCHITECTURAL CONCRETE PAVING (DE ANZA PARK)	200.00	137,000.00	11.00	7,535.00	18.10	12,398.50
233	10-5.04	1	LS	ARCHITECTURAL CONCRETE TILE LETTERING (DE ANZA PARK)	10,000.00	10,000.00	3,000.00	3,000.00	5,100.00	5,100.00
234	10-5.05	1	LS	MANUFACTURED STONE VENEER (DE ANZA PARK)	7,500.00	7,500.00	9,000.00	9,000.00	10,200.00	10,200.00
235S	10-5.06	5	EA	PRECAST CONCRETE COLUMN AND CAP (SAN LORENZO CREEK BRIDGE)	8,000.00	40,000.00	3,500.00	17,500.00	2,679.00	13,395.00
236S	10-5.06	2	EA	PRECAST CONCRETE COLUMN AND CAP (TALL) (FOOTHILL/MAPLE GATEWAY)	8,000.00	16,000.00	4,500.00	9,000.00	4,224.00	8,448.00
237S	10-5.06	3	EA	PRECAST CONCRETE COLUMN AND CAP (SHORT) (FOOTHILL/MAPLE GATEWAY)	8,000.00	24,000.00	3,500.00	10,500.00	2,655.00	7,965.00
238S	10-5.06	1	LS	PRECAST CONCRETE PLANTER WALL CAP (FOOTHILL/MAPLE GATEWAY)	20,000.00	20,000.00	3,500.00	3,500.00	9,169.00	9,169.00
239S	10-5.06	1	LS	PRECAST CONCRETE MONUMENT SIGN BASE (DE ANZA PARK)	2,000.00	2,000.00	1,500.00	1,500.00	4,599.00	4,599.00
240S	10-5.06	1	LS	PRECAST CONCRETE FASCIA AND WALL CAP (MISSION/A STREET GATEWAY)	75,000.00	75,000.00	35,000.00	35,000.00	35,830.00	35,830.00
241	10-5.07	500	SF	SAND SET MARBLE PAVERS (PORTUGUESE PARK)	25.00	12,500.00	15.00	7,500.00	40.60	20,300.00
242	10-5.08	5,260	SF	PERMEABLE INTERLOCKING PAVERS	18.00	94,680.00	19.00	99,940.00	16.80	88,368.00

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
 PROJECT NO. 5117
 BIDS OPENED: JUNE 22, 2010
 (NUMBER OF BIDS RECEIVED - 7)

BID SUMMARY					ENGINEER'S ESTIMATE		Ghilotti Construction Co., Inc. 246 Ghilotti Avenue Santa Rosa, CA 95407 (707) 585-1221 (707) 585-1601 Fax		Bay Cities Paving & Grading, Inc. 5029 Forni Drive Concord, CA 94520 (510) 625-8470 (510) 625-8473 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
243	10-5.09	1	LS	CAST METAL LETTERS FOR SIGNAL BRIDGES	1,200.00	1,200.00	22,000.00	22,000.00	11,000.00	11,000.00
244	10-5.09	20	EA	CITY ROSETTES FOR SIGNAL BRIDGES	1,300.00	26,000.00	2,000.00	40,000.00	2,000.00	40,000.00
245	10-5.09	2	EA	CAST IRON TREE GRATE AND FRAME	6,000.00	12,000.00	800.00	1,600.00	2,412.00	4,824.00
246	10-5.09	5	EA	FLAG POLE	5,000.00	25,000.00	4,500.00	22,500.00	3,600.00	18,000.00
247	10-5.09	1,380	SF	FENCE FABRIC FOR DECORATIVE STEEL BARRIER RAILING	50.00	69,000.00	12.00	16,560.00	12.00	16,560.00
248	10-5.09	1	LS	STEEL ARCH SIGN (FOOTHILL/MAPLE GATEWAY)	6,000.00	6,000.00	12,500.00	12,500.00	13,000.00	13,000.00
249	10-5.09	1	LS	CAST METAL LETTERS FOR MONUMENT WALL (MISSION/A STREET GATEWAY)	6,000.00	6,000.00	7,000.00	7,000.00	5,400.00	5,400.00
250	10-5.10	1	LS	WOOD SIGN RELOCATION (DE ANZA PARK)	2,000.00	2,000.00	5,000.00	5,000.00	2,700.00	2,700.00
251	10-5.10	1	LS	WOOD RISER (DE ANZA PARK)	250.00	250.00	500.00	500.00	2,600.00	2,600.00
252	10-5.10	1	LS	WOOD RETAINING WALL AT PG&E VAULT (DE ANZA PARK)	1,000.00	1,000.00	1,500.00	1,500.00	1,959.00	1,959.00
253	10-6	1	LS	ADMINISTRATIVE CHANGE ORDERS	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00
TOTAL						65,200,290.60		** 51,874,626.50		*** 52,901,132.05

* Total Line Item Correction

** Total Bid Correction

* Total Line Item Correction

** Unit Price Correction

*** Total Bid Correction

Attachment III

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
 PROJECT NO. 5117
 BIDS OPENED: JUNE 22, 2010
 (NUMBER OF BIDS RECEIVED - 7)

BID SUMMARY					ENGINEER'S ESTIMATE		Granite Construction Company	
							585 W Beach St Watsonville, CA 95077 (831) 724-1011 (831) 768-4021 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	10-1.00	1	LS	CONSTRUCTION PROJECT INFORMATION SIGNS	15,000.00	15,000.00	7,000.00	7,000.00
2	10-1.02	1	LS	WATER POLLUTION CONTROL	600,000.00	600,000.00	650,000.00	650,000.00
3	10-1.15	1	LS	MOBILIZATION	4,240,000.00	4,240,000.00	5,328,669.00	5,328,669.00
4S	10-1.16	1	LS	CONSTRUCTION AREA SIGNS	25,000.00	25,000.00	50,000.00	50,000.00
5S	10-1.17	1	LS	TRAFFIC MANAGEMENT PLAN	50,000.00	50,000.00	650,000.00	650,000.00
6S	10-1.19	1	LS	TRAFFIC CONTROL SYSTEM	1,325,000.00	1,325,000.00	1,500,000.00	1,500,000.00
7S	10-1.20	1	LS	TEMPORARY PAVEMENT MARKINGS	300,000.00	300,000.00	185,000.00	185,000.00
8	10-1.23	1,400	LF	REMOVE FENCE	10.00	14,000.00	5.00	7,000.00
9	10-1.23	37	EA	REMOVE NEWS STAND	200.00	7,400.00	100.00	3,700.00
10	10-1.23	293	EA	REMOVE TREE	200.00	58,600.00	400.00	117,200.00
11	10-1.23	11	EA	RELOCATE BUS SHELTER	2,500.00	27,500.00	600.00	6,600.00
12	10-1.23	1	EA	RELOCATE BENCH	200.00	200.00	250.00	250.00
13	10-1.23	27	EA	RESET TRASH RECEPTICAL	100.00	2,700.00	400.00	10,800.00
14	10-1.23	52	EA	RESET NEWSSTAND	90.00	4,680.00	150.00	7,800.00
15	10-1.23	6	EA	RESET BENCH	200.00	1,200.00	200.00	1,200.00
16	10-1.23	3	EA	RESET BIKE RACK	150.00	450.00	200.00	600.00
17	10-1.23	1	EA	RESET PAY TELEPHONE	300.00	300.00	200.00	200.00
18	10-1.23	8	EA	REMOVE PEDESTRIAN BARRICADE	100.00	800.00	200.00	1,600.00
19	10-1.23	1	EA	REMOVE BIKE RACK	125.00	125.00	275.00	275.00
20	10-1.23	30	LF	REMOVE ASPHALT CONCRETE DIKE	10.00	300.00	10.00	300.00
21	10-1.23	1	LS	REMOVE TRAFFIC PAVEMENT MARKINGS	17,500.00	17,500.00	100,000.00	100,000.00
22	10-1.23	4,830	CY	REMOVE BASE AND SURFACING	20.00	96,600.00	50.00	241,500.00
23	10-1.23	289,300	SQYD	COLD PLANE AC PAVEMENT (2" MIN)	2.00	578,600.00	4.50	1,301,850.00
24	10-1.23	43,700	LF	REMOVE CONCRETE (MEDIAN CURB)	5.00	218,500.00	3.30	144,210.00
25	10-1.23	50,650	LF	REMOVE CONCRETE (CURB AND GUTTER)	10.00	506,500.00	6.50	329,225.00
26	10-1.23	540,000	SF	REMOVE CONCRETE (SIDEWALK AND MEDIAN PAVING)	2.00	1,080,000.00	1.50	810,000.00
27	10-1.23	30	LF	REMOVE CONCRETE (RETAINING WALL)	125.00	3,750.00	65.00	1,950.00
28	10-1.23	210	LF	REMOVE BRICK WALL	65.00	13,650.00	15.00	3,150.00
29	10-1.23	188,300	SF	REMOVE CONCRETE PAVEMENT	5.00	941,500.00	1.50	282,450.00
30	10-1.23	29	EA	REMOVE INLET	900.00	26,100.00	900.00	26,100.00
31	10-1.23	115	LF	REMOVE STORM DRAIN	50.00	5,750.00	100.00	11,500.00

Attachment III

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
 PROJECT NO. 5117
 BIDS OPENED: JUNE 22, 2010
 (NUMBER OF BIDS RECEIVED - 7)

Attachment III

BID SUMMARY					ENGINEER'S ESTIMATE		Granite Construction Company	
							585 W Beach St Watsonville, CA 95077 (831) 724-1011 (831) 768-4021 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
32	10-1.23	3	EA	REMOVE CONCRETE HEADWALL	1,500.00	4,500.00	700.00	2,100.00
33	10-1.23	46	EA	RELOCATE FIRE HYDRANT	3,000.00	138,000.00	3,000.00	138,000.00
34	10-1.23	72	EA	RELOCATE WATER METER	2,000.00	144,000.00	800.00	57,600.00
35	10-1.23	5	EA	RELOCATE PARKING LOT SIGN	125.00	625.00	280.00	1,400.00
36	10-1.23	14	EA	RELOCATE PARKING LOT LIGHT	900.00	12,600.00	2,500.00	35,000.00
37	10-1.23	2	EA	RELOCATE COMMERCIAL SIGN	1,500.00	3,000.00	1,000.00	2,000.00
38	10-1.23	1	EA	REMOVE TRASH ENCLOSURE	2,000.00	2,000.00	3,500.00	3,500.00
39	10-1.23	91	EA	REMOVE BOLLARD	60.00	5,460.00	130.00	11,830.00
40S	10-1.23	1	LS	SAN LORENZO CREEK BRIDGE REMOVAL (PORTION)	21,000.00	21,000.00	40,000.00	40,000.00
41	10-1.23	3	EA	REMOVE OVERHEAD SIGN STRUCTURE	9,000.00	27,000.00	15,000.00	45,000.00
42	10-1.23	568	EA	REMOVE ROADSIDE SIGN	150.00	85,200.00	200.00	113,600.00
43	10-1.23	76	EA	RELOCATE ROADSIDE SIGN	225.00	17,100.00	220.00	16,720.00
44	10-1.23	610	LF	ABANDON STORM DRAIN	25.00	15,250.00	50.00	30,500.00
45	10-1.23	5	EA	ABANDON INLET	1,200.00	6,000.00	700.00	3,500.00
46	10-1.23	90	EA	ADJUST MONUMENT FRAME AND COVER TO GRADE	250.00	22,500.00	900.00	81,000.00
47	10-1.23	371	EA	ADJUST MANHOLE FRAME AND COVER TO GRADE	300.00	111,300.00	900.00	333,900.00
48	10-1.23	18	EA	ADJUST SEWER CLEANOUT TO GRADE	250.00	4,500.00	1,000.00	18,000.00
49	10-1.23	327	EA	ADJUST WATER VALVE BOX TO GRADE	250.00	81,750.00	800.00	261,600.00
50	10-1.23	253	EA	ADJUST WATER METER BOX TO GRADE	250.00	63,250.00	430.00	108,790.00
51	10-1.23	346	EA	ADJUST UTILITY BOX TO GRADE	300.00	103,800.00	400.00	138,400.00
52	10-1.23	37	EA	ADJUST FIRE HYDRANT TO GRADE	2,000.00	74,000.00	550.00	20,350.00
53	10-1.23	19	EA	MODIFY INLET	1,000.00	19,000.00	3,000.00	57,000.00
54	10-1.23	45	EA	MODIFY INLET TO MANHOLE	3,000.00	135,000.00	3,000.00	135,000.00
55	10-1.23	4	EA	MODIFY INLET TO ACPCD (TYPE VI)	7,500.00	30,000.00	6,000.00	24,000.00
56	10-1.23	7	EA	MODIFY INLET TO ECCENTRIC MANHOLE	2,200.00	15,400.00	5,500.00	38,500.00
57	10-1.24	1	LS	CLEARING AND GRUBBING	55,000.00	55,000.00	50,000.00	50,000.00
58	10-1.25	1	LS	DEVELOP WATER SUPPLY	30,000.00	30,000.00	25,000.00	25,000.00
59F	10-1.26	59,860	CY	ROADWAY EXCAVATION	25.00	1,496,500.00	80.00	4,788,800.00
60F	10-1.26	1,760	CY	IMPORTED BORROW	50.00	88,000.00	1.00	1,760.00
61	10-1.28	10,700	CY	AGGREGATE SUBBASE (CLASS 4)	29.00	310,300.00	45.00	481,500.00

CITY OF HAYWARD
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Attachment III

BID SUMMARY					ENGINEER'S ESTIMATE		Granite Construction Company 585 W Beach St Watsonville, CA 95077 (831) 724-1011 (831) 768-4021 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
62	10-1.31	102,000	TN	HOT MIX ASPHALT (TYPE A)	63.00	6,426,000.00	73.00	7,446,000.00
63	10-1.31	3,600	TN	HOT MIX ASPHALT (DRIVEWAY CONFORMS)	125.00	450,000.00	185.00	666,000.00
64	10-1.33	15,300	TN	HOT MIX ASPHALT (FULL DEPTH SPOT REPAIRS)	80.00	1,224,000.00	110.00	1,683,000.00
65s	10-1.35	200	LF	42" CIDH CONCRETE PILING (SIGNAL BRIDGE)	1,000.00	200,000.00	700.00	140,000.00
66F	10-1.36	333	CY	STRUCTURAL CONCRETE (RETAINING WALL)	1,850.00	616,050.00	1,400.00	466,200.00
67F	10-1.36	61	LF	RETAINING WALL (MASONRY BLOCK)	85.00	5,185.00	65.00	3,965.00
68F	10-1.36	60	CY	STRUCTURAL CONCRETE (BRIDGE SIDEWALK AND MEDIAN)	1,200.00	72,000.00	800.00	48,000.00
69F	10-1.36	104	CY	STRUCTURAL CONCRETE (FOOTING)	2,060.00	214,240.00	1,600.00	166,400.00
70	10-1.36	81	EA	DRAINAGE INLET (COH TYPE A, SD-402)	4,000.00	324,000.00	2,800.00	226,800.00
71	10-1.36	6	EA	DRAINAGE INLET (COH TYPE C, SD-403)	5,000.00	30,000.00	3,100.00	18,600.00
72	10-1.36	11	EA	DRAINAGE INLET (COH TYPE D, SD-404)	4,000.00	44,000.00	3,200.00	35,200.00
73	10-1.36	7	EA	DRAINAGE INLET (COH TYPE E, SD-405)	4,000.00	28,000.00	2,600.00	18,200.00
74	10-1.36	9	EA	DRAINAGE INLET - (ACFCD TYPE VI)	8,000.00	72,000.00	3,600.00	32,400.00
75	10-1.36	9	EA	DRAINAGE INLET - (CALTRANS TYPE G3)	10,000.00	90,000.00	3,700.00	33,300.00
76	10-1.36	1	EA	STORM DRAIN MANHOLE (ACFCD TYPE I)	8,000.00	8,000.00	4,700.00	4,700.00
77	10-1.36	1	EA	STORM DRAIN MANHOLE (ACFCD TYPE II)	8,000.00	8,000.00	4,800.00	4,800.00
78	10-1.36	1	EA	STORM DRAIN MANHOLE (ACFCD TYPE III)	8,000.00	8,000.00	5,000.00	5,000.00
79	10-1.36	1	EA	STORM DRAIN MANHOLE (ACFCD TYPE IV)	5,000.00	5,000.00	5,000.00	5,000.00
80	10-1.36	10	EA	STORM DRAIN MANHOLE (COH TYPE A, SD-410)	4,000.00	40,000.00	3,700.00	37,000.00
81	10-1.36	3	EA	REINFORCED CONCRETE PIPE JOINT COLLAR (COH SD-412)	1,000.00	3,000.00	1,500.00	4,500.00
82	10-1.36	2	EA	STANDARD AREA DRAIN (COH SD-118)	1,500.00	3,000.00	4,500.00	9,000.00
83	10-1.36	124	EA	STANDARD AREA CURB DRAIN (COH SD-118)	900.00	111,600.00	800.00	99,200.00
84	10-1.36	4	EA	SITE DRAIN	1,500.00	6,000.00	1,000.00	4,000.00
85S	10-1.40	1	EA	SIGNAL BRIDGE (95 FOOT SPAN)	302,000.00	302,000.00	200,000.00	200,000.00
86S	10-1.40	2	EA	SIGNAL BRIDGE (103 FOOT SPAN)	308,000.00	616,000.00	200,000.00	400,000.00
87S	10-1.40	2	EA	SIGNAL BRIDGE (135 FOOT SPAN)	330,000.00	660,000.00	207,000.00	414,000.00
88S	10-1.41	411	EA	ROADSIDE SIGN (ONE POST)	250.00	102,750.00	200.00	82,200.00
89S	10-1.41	41	EA	ROADSIDE SIGN (TWO POST)	500.00	20,500.00	225.00	9,225.00
90S	10-1.42	471	EA	ROADSIDE SIGN ON STREET LIGHT OR EXISTING POST	225.00	105,975.00	80.00	37,680.00

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
 PROJECT NO. 5117
 BIDS OPENED: JUNE 22, 2010
 (NUMBER OF BIDS RECEIVED - 7)

BID SUMMARY					ENGINEER'S ESTIMATE		Granite Construction Company	
							585 W Beach St Watsonville, CA 95077 (831) 724-1011 (831) 768-4021 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
91	10-1.47	960	LF	12" REINFORCED CONCRETE PIPE	90.00	86,400.00	220.00	211,200.00
92	10-1.47	3,650	LF	18" REINFORCED CONCRETE PIPE	95.00	346,750.00	190.00	693,500.00
93	10-1.47	16	LF	21" REINFORCED CONCRETE PIPE	100.00	1,600.00	600.00	9,600.00
94	10-1.47	460	LF	24" REINFORCED CONCRETE PIPE	100.00	46,000.00	250.00	115,000.00
95	10-1.47	10	LF	36" REINFORCED CONCRETE PIPE	200.00	2,000.00	950.00	9,500.00
96	10-1.47	115	LF	54" REINFORCED CONCRETE PIPE	250.00	28,750.00	760.00	87,400.00
97	10-1.49	8,010	SF	MINOR CONCRETE (VALLEY GUTTER)	16.00	128,160.00	6.00	48,060.00
98	10-1.49	42,730	LF	MINOR CONCRETE (8" MEDIAN CURB)	11.00	470,030.00	11.00	470,030.00
99	10-1.49	22,030	SF	MINOR CONCRETE (CURB RAMP)	12.00	264,360.00	3.00	66,090.00
100	10-1.49	292,990	SF	MINOR CONCRETE (SIDEWALK)	5.50	1,611,445.00	3.00	878,970.00
101	10-1.49	105,150	SF	MINOR CONCRETE (DRIVEWAY)	15.00	1,577,250.00	3.50	368,025.00
102	10-1.49	56,130	LF	MINOR CONCRETE (COH STD. CURB AND GUTTER, SD-108)	17.50	982,275.00	13.00	729,690.00
103	10-1.49	6,400	LF	MINOR CONCRETE (RETAINING CURB)	15.00	96,000.00	14.00	89,600.00
104	10-1.49	1,480	LF	MINOR CONCRETE (6" PARKING LOT CURB)	10.00	14,800.00	25.00	37,000.00
105	10-1.49	12	EA	REMOVABLE CURB SECTION	2,000.00	24,000.00	2,400.00	28,800.00
106	10-1.50	5,880	SF	CURB RAMP DETECTABLE WARNING SURFACE	20.00	117,600.00	18.00	105,840.00
107S	10-1.51	26	LF	WOOD FENCE (SPLIT RAIL)	75.00	1,950.00	50.00	1,300.00
108S	10-1.52	85	LF	WOOD FENCE (6' PRIVACY, 1" X 6" DOG-EARED PICKETS)	90.00	7,650.00	50.00	4,250.00
109S	10-1.53	750	LF	CHAIN LINK FENCE (TYPE CL-6)	20.00	15,000.00	25.00	18,750.00
110S	10-1.54	1,087	LF	DECORATIVE STEEL BARRIER RAILING	300.00	326,100.00	100.00	108,700.00
111S	10-1.54	310	LF	STEEL PIPE RAILING	175.00	54,250.00	50.00	15,500.00
112	10-1.55	56	EA	OBJECT MARKER (TYPE K)	100.00	5,600.00	50.00	2,800.00
113S	10-1.56	128,300	LF	THERMOPLASTIC TRAFFIC STRIPE	2.50	320,750.00	1.00	128,300.00
114S	10-1.56	32,530	SF	THERMOPLASTIC PAVEMENT MARKING	8.75	284,637.50	3.50	113,855.00
115S	10-1.57	3,050	LF	PAINTED TRAFFIC STRIPE (PARKING LOT)	1.50	4,575.00	1.00	3,050.00
116S	10-1.57	1,250	SF	PAINTED PAVEMENT MARKING (PARKING LOT)	5.00	6,250.00	2.00	2,500.00
117S	10-1.59	46	EA	HYDRANT BLUE REFLECTIVE PAVEMENT MARKER	12.00	552.00	20.00	920.00
118S	10-1.60	800	SF	RUBBER SIDEWALK	25.00	20,000.00	40.00	32,000.00
119	10-1.61	11	EA	PEDESTRIAN BARRICADE	750.00	8,250.00	200.00	2,200.00
120	10-1.62	27	EA	PARKING BUMPER (PRECAST CONCRETE)	200.00	5,400.00	100.00	2,700.00
121	10-1.63	5	EA	BOLLARD (COH SD-223)	175.00	875.00	900.00	4,500.00

Attachment III

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
 PROJECT NO. 5117
 BIDS OPENED: JUNE 22, 2010
 (NUMBER OF BIDS RECEIVED - 7)

BID SUMMARY					ENGINEER'S ESTIMATE		Granite Construction Company	
							585 W Beach St Watsonville, CA 95077 (831) 724-1011 (831) 768-4021 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
122	10-1.64	1	EA	TRASH ENCLOSURE	5,000.00	5,000.00	10,000.00	10,000.00
123	10-1.65	15	EA	TREE WELL STORM WATER FILTER UNIT (5' X 13')	20,000.00	300,000.00	4,000.00	60,000.00
124	10-1.66	95	LF	8" PVC (SEWER - SDR 26)	105.00	9,975.00	260.00	24,700.00
125S	10-1.67	289,200	SQYD	PAVEMENT REINFORCING FABRIC	0.20	57,840.00	1.70	491,640.00
126S	10-1.69	4	EA	MUNICIPAL PARKING LOT SIGN (TYPE F1)	250.00	1,000.00	1,000.00	4,000.00
127	10-1.70	5	EA	INSTALL NEWS STAND AND BOXES	200.00	1,000.00	300.00	1,500.00
128	10-2	82	EA	RECONNECT WATER SERVICE LATERAL (3/4" TO 2")	2,000.00	164,000.00	1,600.00	131,200.00
129	10-2	1	EA	RECONNECT WATER SERVICE LATERAL (6")	3,000.00	3,000.00	2,500.00	2,500.00
130	10-2	2	EA	RECONNECT WATER SERVICE LATERAL (8")	5,000.00	10,000.00	3,400.00	6,800.00
131	10-2	6	EA	RECONNECT FIRE SERVICE	3,000.00	18,000.00	3,400.00	20,400.00
132	10-2	6	EA	RECONNECT FIRE HYDRANT	3,000.00	18,000.00	3,200.00	19,200.00
132A	10-2	1	EA	RELOCATE BACKFLOW PREVENTER	10,000.00	10,000.00	4,000.00	4,000.00
133	10-2	3	EA	FIRE HYDRANT	4,000.00	12,000.00	9,000.00	27,000.00
133A	10-2	700	LF	6" PVC (WATER)	80.00	56,000.00	150.00	105,000.00
134	10-2	2,700	LF	8" PVC (WATER)	90.00	243,000.00	145.00	391,500.00
134A	10-2	320	LF	6" DUCTILE IRON PIPE (WATER)	120.00	38,400.00	175.00	56,000.00
135	10-2	200	LF	8" DUCTILE IRON PIPE (WATER)	150.00	30,000.00	180.00	36,000.00
136	10-2	6,700	LF	12" PVC (WATER)	130.00	871,000.00	160.00	1,072,000.00
137	10-2	22	LF	12" DUCTILE IRON PIPE (WATER)	140.00	3,080.00	400.00	8,800.00
138	10-2	2	EA	4" GATE VALVE (WATER)	1,300.00	2,600.00	1,200.00	2,400.00
139	10-2	30	EA	6" GATE VALVE (WATER)	1,300.00	39,000.00	1,400.00	42,000.00
140	10-2	12	EA	8" GATE VALVE (WATER)	1,500.00	18,000.00	2,000.00	24,000.00
141	10-2	13	EA	12" GATE VALVE (WATER)	2,500.00	32,500.00	3,000.00	39,000.00
142S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 1 - MISSION BLVD AT INDUSTRIAL PKWY)	71,800.00	71,800.00	74,000.00	74,000.00
143S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 2 - MISSION BLVD AT VALLE VISTA AVE)	211,600.00	211,600.00	160,000.00	160,000.00
144S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 3 - MISSION BLVD AT LA VISTA QUARRY ENTRANCE)	57,700.00	57,700.00	6,500.00	6,500.00
145S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 4 - MISSION BLVD AT TENNYSON ROAD)	315,700.00	315,700.00	235,000.00	235,000.00

Attachment III

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
 PROJECT NO. 5117
 BIDS OPENED: JUNE 22, 2010
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Attachment III

BID SUMMARY					ENGINEER'S ESTIMATE		Granite Construction Company	
							585 W Beach St Watsonville, CA 95077 (831) 724-1011 (831) 768-4021 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
146S	10-3	1	LS	TRAFFIC SIGNAL MODIFICATION (LOCATION 5 - MISSION BLVD AT HANCOCK ST)	208,400.00	208,400.00	150,000.00	150,000.00
147S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 6 - MISSION BLVD AT CALHOUN ST / JEFFERSON ST)	259,800.00	259,800.00	160,000.00	160,000.00
148S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 7 - MISSION BLVD AT MOREAU SCHOOL ACCESS)	130,400.00	130,400.00	137,000.00	137,000.00
149S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 8 - MISSION BLVD AT SORENSON RD)	244,000.00	244,000.00	155,000.00	155,000.00
150S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 9 - MISSION BLVD AT HARDER RD)	367,400.00	367,400.00	234,000.00	234,000.00
151S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 10 - MISSION BLVD AT TORRANO RD)	46,300.00	46,300.00	73,000.00	73,000.00
152S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 11 - MISSION BLVD AT BERRY AVE)	253,000.00	253,000.00	182,000.00	182,000.00
153S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 12 - MISSION BLVD AT CARLOS BEE BLVD/ORCHARD AVE)	371,900.00	371,900.00	253,000.00	253,000.00
154S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 13 - MISSION BLVD AT HIGHLAND BLVD/SYCAMORE AVE)	286,600.00	286,600.00	180,000.00	180,000.00
155S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 14 - MISSION BLVD AT FLETCHER LN)	298,700.00	298,700.00	198,000.00	198,000.00
156S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 15 - MISSION BLVD AT FOOTHILL BLVD - JACKSON BLVD)	292,300.00	292,300.00	214,000.00	214,000.00
157S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 16 - MISSION BLVD AT D ST)	257,500.00	257,500.00	192,000.00	192,000.00
158S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 17 - MISSION BLVD AT C ST)	229,800.00	229,800.00	165,000.00	165,000.00
159S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 18 - MISSION BLVD AT B ST)	235,200.00	235,200.00	161,000.00	161,000.00
160S	10-3	1	LS	TRAFFIC SIGNAL MODIFICATION (LOCATION 19 - MISSION BLVD AT A ST)	206,800.00	206,800.00	166,000.00	166,000.00
161S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 20 - JACKSON STREET AT WATKINS WAY)	295,600.00	295,600.00	200,000.00	200,000.00

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
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BID SUMMARY					ENGINEER'S ESTIMATE		Granite Construction Company	
							585 W Beach St Watsonville, CA 95077 (831) 724-1011 (831) 768-4021 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
162S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 21 - WATKINS ST AT D ST)	134,100.00	134,100.00	71,000.00	71,000.00
163S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 22 - Foothill Blvd at D St)	326,300.00	326,300.00	231,000.00	231,000.00
164S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 23 - Foothill Blvd at C St)	228,000.00	228,000.00	168,000.00	168,000.00
165S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 24 - Foothill Blvd at B St)	216,000.00	216,000.00	164,000.00	164,000.00
166S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 25 - Foothill Blvd at A St)	267,400.00	267,400.00	195,000.00	195,000.00
167S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 26 - Foothill Blvd at Russell Way)	47,700.00	47,700.00	9,000.00	9,000.00
168S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 27 - Foothill Blvd at City Center Drive (South Intersection))	331,400.00	331,400.00	225,000.00	225,000.00
169S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 28 - Foothill Blvd at City Center Drive/Hazel Drive)	326,000.00	326,000.00	209,000.00	209,000.00
170S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 29 - Foothill Blvd at Grove Way)	310,400.00	310,400.00	204,000.00	204,000.00
171S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 30 - A St at Main St)	272,500.00	272,500.00	180,000.00	180,000.00
172S	10-3	1	LS	TRAFFIC SIGNAL (LOCATION 31 - B St at 2nd St)	229,800.00	229,800.00	140,000.00	140,000.00
173S	10-3	1	LS	SIGNAL INTERCONNECT (FIBER OPTIC)	1,370,000.00	1,370,000.00	500,000.00	500,000.00
174S	10-3	1	LS	TEMPORARY SIGNALS AND LIGHTING	150,000.00	150,000.00	50,000.00	50,000.00
175S	10-3	1	LS	STREET LIGHTING	7,580,000.00	7,580,000.00	4,500,000.00	4,500,000.00
175AS	10-3	1	LS	STREET LIGHTING CONTROL SYSTEM	500,000.00	500,000.00	400,000.00	400,000.00
176	10-4	7,613	LF	18" X 36" JOINT TRENCH EXCAVATION AND BACKFILL	36.00	274,068.00	25.00	190,325.00
177	10-4	1,339	LF	18" X 42" JOINT TRENCH EXCAVATION AND BACKFILL	43.00	57,577.00	18.00	24,102.00
178	10-4	277	LF	18" X 48" JOINT TRENCH EXCAVATION AND BACKFILL	36.00	9,972.00	30.00	8,310.00

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BID SUMMARY					ENGINEER'S ESTIMATE		Granite Construction Company	
							585 W Beach St Watsonville, CA 95077 (831) 724-1011 (831) 768-4021 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
179	10-4	14,855	LF	18" X 54" JOINT TRENCH EXCAVATION AND BACKFILL	39.00	579,345.00	30.00	445,650.00
180	10-4	344	LF	18" X 60" JOINT TRENCH EXCAVATION AND BACKFILL	46.50	15,996.00	28.00	9,632.00
181	10-4	98	LF	20" X 36" JOINT TRENCH EXCAVATION AND BACKFILL	36.00	3,528.00	24.00	2,352.00
182	10-4	122	LF	20" X 42" JOINT TRENCH EXCAVATION AND BACKFILL	36.00	4,392.00	18.00	2,196.00
183	10-4	508	LF	20" X 54" JOINT TRENCH EXCAVATION AND BACKFILL	44.00	22,352.00	30.00	15,240.00
184	10-4	283	LF	20" X 60" JOINT TRENCH EXCAVATION AND BACKFILL	46.50	13,159.50	28.00	7,924.00
185	10-4	148	LF	22" X 54" JOINT TRENCH EXCAVATION AND BACKFILL	47.00	6,956.00	24.00	3,552.00
186	10-4	81	LF	22" X 60" JOINT TRENCH EXCAVATION AND BACKFILL	50.00	4,050.00	28.00	2,268.00
187	10-4	95	LF	24" X 42" JOINT TRENCH EXCAVATION AND BACKFILL	43.00	4,085.00	18.00	1,710.00
188	10-4	3,164	LF	24" X 54" JOINT TRENCH EXCAVATION AND BACKFILL	56.00	177,184.00	24.00	75,936.00
189	10-4	1,195	LF	24" X 60" JOINT TRENCH EXCAVATION AND BACKFILL	56.00	66,920.00	28.00	33,460.00
190	10-4	345	LF	25" X 42" JOINT TRENCH EXCAVATION AND BACKFILL	20.00	6,900.00	18.00	6,210.00
191	10-4	154	LF	26" X 60" JOINT TRENCH EXCAVATION AND BACKFILL	58.00	8,932.00	28.00	4,312.00
192	10-4	281	LF	30" X 42" JOINT TRENCH EXCAVATION AND BACKFILL	56.00	15,736.00	18.00	5,058.00
193	10-4	593	LF	30" X 54" JOINT TRENCH EXCAVATION AND BACKFILL	65.00	38,545.00	24.00	14,232.00
194	10-4	270	LF	30" X 60" JOINT TRENCH EXCAVATION AND BACKFILL	69.50	18,765.00	28.00	7,560.00
195	10-4	25,038	LF	SAWCUT HMA PAVEMENT FOR JOINT TRENCH	5.20	130,197.60	5.00	125,190.00

CITY OF HAYWARD
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BID SUMMARY					ENGINEER'S ESTIMATE		Granite Construction Company	
							585 W Beach St Watsonville, CA 95077 (831) 724-1011 (831) 768-4021 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
196	10-4	6,121	LF	SAWCUT HMA AND CONCRETE PAVEMENT FOR JOINT TRENCH	13.50	82,633.50	12.00	73,452.00
197	10-4	833	LF	2" CONDUIT (SCH 40 PVC)	5.00	4,165.00	7.00	5,831.00
198	10-4	3,298	LF	3" CONDUIT (SCH 40 PVC)	8.25	27,208.50	5.00	16,490.00
199	10-4	49,892	LF	4" CONDUIT (SCH 40 PVC)	12.00	598,704.00	5.50	274,406.00
200	10-4	4,169	LF	5" CONDUIT (SCH 40 PVC)	17.00	70,873.00	9.00	37,521.00
201	10-4	24,882	LF	6" CONDUIT (SCH 40 PVC)	22.00	547,404.00	7.00	174,174.00
202	10-4	34	EA	#2 BOX (PG&E)	620.00	21,080.00	930.00	31,620.00
203	10-4	38	EA	#3A BOX (PG&E)	890.00	33,820.00	1,100.00	41,800.00
204	10-4	39	EA	#5 VAULT (PG&E)	2,750.00	107,250.00	4,500.00	175,500.00
205	10-4	4	EA	#5A VAULT (PG&E)	2,600.00	10,400.00	5,000.00	20,000.00
206	10-4	5	EA	#5 VAULT (TRAFFIC RATED) (PG&E)	6,700.00	33,500.00	5,500.00	27,500.00
207	10-4	32	EA	#7 VAULT (PG&E)	7,000.00	224,000.00	8,700.00	278,400.00
208	10-4	4	EA	#7 VAULT (TRAFFIC RATED) (PG&E)	11,200.00	44,800.00	10,000.00	40,000.00
209	10-4	15	EA	50" X 52" TRANSFORMER PAD (PG&E)	800.00	12,000.00	1,200.00	18,000.00
210	10-4	2	EA	106" X 90" TRANSFORMER PAD (PG&E)	1,200.00	2,400.00	1,800.00	3,600.00
211	10-4	1	EA	82" X 72" TRANSFORMER PAD (PG&E)	1,013.00	1,013.00	2,000.00	2,000.00
212	10-4	1	EA	61" X 80" TRANSFORMER PAD (PG&E)	1,000.00	1,000.00	2,000.00	2,000.00
213	10-4	21	EA	17" X 30" X 24" SPLICE BOX (AT&T)	750.00	15,750.00	1,300.00	27,300.00
214	10-4	24	EA	30" X 48" X 36" SPLICE BOX (AT&T)	1,750.00	42,000.00	2,000.00	48,000.00
215	10-4	4	EA	PTS 3660 VAULT (AT&T)	3,450.00	13,800.00	4,200.00	16,800.00
216	10-4	1	EA	PTS 4878 VAULT (AT&T)	4,000.00	4,000.00	5,400.00	5,400.00
217	10-4	45	EA	EXCAVATION AND BACKFILL - 17" X 30" SPLICE BOX (COMCAST)	46.00	2,070.00	200.00	9,000.00
218	10-4	47	EA	EXCAVATION AND BACKFILL - 24" X 48" SPLICE BOX (COMCAST)	80.00	3,760.00	250.00	11,750.00
219	10-5.01	29,100	CY	IMPORTED TOPSOIL	30.00	873,000.00	32.00	931,200.00
220	10-5.02	1	LS	IRRIGATION	800,000.00	800,000.00	850,000.00	850,000.00
221	10-5.02	1	LS	IRRIGATION (FOOTHILL/MAPLE GATEWAY PARK)	70,000.00	70,000.00	51,000.00	51,000.00
222	10-5.02	1	LS	IRRIGATION (DE ANZA PARK)	30,000.00	30,000.00	20,000.00	20,000.00
223	10-5.02	1	LS	IRRIGATION (MISSION/A STREET GATEWAY)	45,000.00	45,000.00	30,000.00	30,000.00
224	10-5.03	1	LS	LANDSCAPING	2,700,000.00	2,700,000.00	1,500,000.00	1,500,000.00

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
 PROJECT NO. 5117
 BIDS OPENED: JUNE 22, 2010
 (NUMBER OF BIDS RECEIVED - 7)

Attachment III

BID SUMMARY					ENGINEER'S ESTIMATE		Granite Construction Company	
							585 W Beach St Watsonville, CA 95077 (831) 724-1011 (831) 768-4021 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
225	10-5.03	1	LS	LANDSCAPING (FOOTHILL/MAPLE GATEWAY PARK)	80,000.00	80,000.00	26,000.00	26,000.00
226	10-5.03	1	LS	LANDSCAPING (DE ANZA PARK)	30,000.00	30,000.00	10,000.00	10,000.00
227	10-5.03	1	LS	LANDSCAPING (MISSION/A STREET GATEWAY)	70,000.00	70,000.00	11,000.00	11,000.00
228	10-5.04	46,550	SF	ARCHITECTURAL CONCRETE (SCORED SIDEWALK)	12.50	581,875.00	6.00	279,300.00
229	10-5.04	3,935	SF	ARCHITECTURAL CONCRETE (MEDIAN NOSE AND PEDESTRIAN ISLAND PAVING)	10.00	39,350.00	11.00	43,285.00
230	10-5.04	6,550	SF	ARCHITECTURAL CONCRETE (FIVE FLAGS PEDESTRIAN WALKWAY)	15.00	98,250.00	10.00	65,500.00
231	10-5.04	480	LF	ARCHITECTURAL CONCRETE (FIVE FLAGS MOWBAND)	45.00	21,600.00	18.00	8,640.00
232	10-5.04	685	SF	ARCHITECTURAL CONCRETE PAVING (DE ANZA PARK)	200.00	137,000.00	20.00	13,700.00
233	10-5.04	1	LS	ARCHITECTURAL CONCRETE TILE LETTERING (DE ANZA PARK)	10,000.00	10,000.00	6,500.00	6,500.00
234	10-5.05	1	LS	MANUFACTURED STONE VENEER (DE ANZA PARK)	7,500.00	7,500.00	25,000.00	25,000.00
235S	10-5.06	5	EA	PRECAST CONCRETE COLUMN AND CAP (SAN LORENZO CREEK BRIDGE)	8,000.00	40,000.00	4,500.00	22,500.00
236S	10-5.06	2	EA	PRECAST CONCRETE COLUMN AND CAP (TALL) (FOOTHILL/MAPLE GATEWAY)	8,000.00	16,000.00	4,000.00	8,000.00
237S	10-5.06	3	EA	PRECAST CONCRETE COLUMN AND CAP (SHORT) (FOOTHILL/MAPLE GATEWAY)	8,000.00	24,000.00	4,000.00	12,000.00
238S	10-5.06	1	LS	PRECAST CONCRETE PLANTER WALL CAP (FOOTHILL/MAPLE GATEWAY)	20,000.00	20,000.00	9,000.00	9,000.00
239S	10-5.06	1	LS	PRECAST CONCRETE MONUMENT SIGN BASE (DE ANZA PARK)	2,000.00	2,000.00	4,000.00	4,000.00
240S	10-5.06	1	LS	PRECAST CONCRETE FASCIA AND WALL CAP (MISSION/A STREET GATEWAY)	75,000.00	75,000.00	25,000.00	25,000.00
241	10-5.07	500	SF	SAND SET MARBLE PAVERS (PORTUGUESE PARK)	25.00	12,500.00	35.00	17,500.00
242	10-5.08	5,260	SF	PERMEABLE INTERLOCKING PAVERS	18.00	94,680.00	25.00	131,500.00

CITY OF HAYWARD
 CONSTRUCTION OF ROUTE 238 CORRIDOR IMPROVEMENTS
 PROJECT NO. 5117
 BIDS OPENED: JUNE 22, 2010
 (NUMBER OF BIDS RECEIVED - 7)

BID SUMMARY					ENGINEER'S ESTIMATE		Granite Construction Company	
							585 W Beach St Watsonville, CA 95077 (831) 724-1011 (831) 768-4021 Fax	
ITEM	ITEM CODE	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
243	10-5.09	1	LS	CAST METAL LETTERS FOR SIGNAL BRIDGES	1,200.00	1,200.00	50,000.00	50,000.00
244	10-5.09	20	EA	CITY ROSETTES FOR SIGNAL BRIDGES	1,300.00	26,000.00	400.00	8,000.00
245	10-5.09	2	EA	CAST IRON TREE GRATE AND FRAME	6,000.00	12,000.00	10,000.00	20,000.00
246	10-5.09	5	EA	FLAG POLE	5,000.00	25,000.00	3,000.00	15,000.00
247	10-5.09	1,380	SF	FENCE FABRIC FOR DECORATIVE STEEL BARRIER RAILING	50.00	69,000.00	20.00	27,600.00
248	10-5.09	1	LS	STEEL ARCH SIGN (FOOTHILL/MAPLE GATEWAY)	6,000.00	6,000.00	10,000.00	10,000.00
249	10-5.09	1	LS	CAST METAL LETTERS FOR MONUMENT WALL (MISSION/A STREET GATEWAY)	6,000.00	6,000.00	10,000.00	10,000.00
250	10-5.10	1	LS	WOOD SIGN RELOCATION (DE ANZA PARK)	2,000.00	2,000.00	5,000.00	5,000.00
251	10-5.10	1	LS	WOOD RISER (DE ANZA PARK)	250.00	250.00	25,000.00	25,000.00
252	10-5.10	1	LS	WOOD RETAINING WALL AT PG&E VAULT (DE ANZA PARK)	1,000.00	1,000.00	3,000.00	3,000.00
253	10-6	1	LS	ADMINISTRATIVE CHANGE ORDERS	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00
TOTAL						65,200,290.60		60,255,607.00

Attachment III

BAY CITIES PAVING & GRADING INC.

Bus: 5029 Forni Drive, Concord, CA 94520
(925) 687-6666
FAX (925) 687-2122

Mail: Post Office Box 6227, Concord, CA 94524-1227

June 28, 2010

City of Hayward
777 B Street
Hayward, CA 94541-5007

Attn: Robert A. Bauman, Deputy Director of Public Works

Re: Route 238 Corridor Improvements, Industrial Parkway to Apple Avenue

Dear Mr. Bauman,

Bay Cities received the City's listing of bid results for the Route 238 Project which listed Bay Cities as the sixth-lowest bidder with a bid price of \$52,901,132.05. Bay Cities's bid included an irregularity regarding the pricing of Item 175A, Street Lighting Control which showed a price of \$6,720,000 rather than the intended price of \$672,000. If the City resolves this obvious error by calculating Bay Cities' bid on the basis of \$672,000 for Item 175A, Bay Cities is the apparent low bidder for the Project and the City would save nearly \$3.5 million from the price of the second-lowest bid. Any irregularities in Bay Cities' bid were inconsequential and the City is within its discretion to award the Contract to Bay Cities for the public good.

THE CITY HAS DISCRETION TO WAIVE BAY CITIES' ERROR BECAUSE THE DEFECT IS INCONSEQUENTIAL

In the hectic last minutes of turning in Bay Cities' bid, Bay Cities' bid runner wrote the price for Item 175A upwards by a factor of 10 and wrote \$6,720,000 for Item 175 A rather than \$672,000. Item 175A is for the Street Lighting Control system and an item the City's Engineer estimated would cost \$500,000. Bay Cities listed St. Francis Electric to perform all electrical work including this item. Gallagher & Burk, Inc. also listed St. Francis Electric for electrical work and Gallagher & Burk's pricing for Item No. 175A was for \$500,000 whereas Ghilotti Bros. who also listed St. Francis Electric had a price of \$650,000 for Item 175A. Excluding Bay Cities' pricing, Topgrade had the highest price for Item 175A of the remaining five bidders with a price of \$666,000. It is obvious that Bay Cities' pricing for 175A is off by a factor of 10 and that the intended price for Item 175A is \$672,000.

Item 175A is a lump-sum item and there is no ambiguity between the Unit Price and Total Price; both the Unit Price and Total Price are written as "6,720,000." Although the Instructions to Bidders provide rules for resolving discrepancies between unit pricing and total pricing, these rules do not address resolving discrepancies between an Item's pricing and the remainder of the

"It is the policy of Bay Cities, all employees are treated during employment without regard to race, color, religion, sex, national origin, age, marital or veteran status, medical condition or handicap, or any other legally protected status. This will acknowledge that Bay Cities Paving and Grading Inc. is an Equal Opportunity Employer, and bound by the clauses and conditions identified in Executive order 11246, as amended, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, 38 usc 2012 and section 503 of the Rehabilitation Act of 1973, as amended, and their implementing regulations and which by this clause are incorporated herein."

bid. For instance, Bay Cities listed a Total Bid Price of \$46,853,143 which is not possible if \$6,720,000 is used for Item 175A. This variance creates an ambiguity in Bay Cities' bid. Bay Cities also listed St. Francis Electric as its subcontractor supplying Signals and Traffic for a dollar amount of \$12,390,631 on the List of Subcontractors and LBE/SLBE/VSLBE Utilization Form. If the price of \$6,720,000 were to be used for Item 175A, Bay Cities would be using St. Francis Electric for over \$18,000,000 worth of Signal and Traffic Work instead of the \$12,390,631 which Bay Cities listed on its Subcontractor Listing Form. The variation between the Bay Cities' price for Item 175A and the information provided on the Subcontractor Listing Form creates another ambiguity. Since two other bidders (Gallagher & Burk and Ghilotti Bros.) also listed St. Francis Electric to perform Electrical Work yet priced their Items 175A for less than \$700,000, the variation in pricing between bidders using the same subcontractor (St. Francis Electric) also creates additional ambiguities.

Although the City did not establish procedures for resolving ambiguities between an item price and the Bid's Total Price or between amounts listed on the Subcontractor Listing Form versus an individual item price, the Special Provisions provide that the City reserves the right to waive "any informalities or irregularities in bids received." Moreover, to determine if an irregularity is minor, the City is entitled to make inquiries. For instance, in *Ghilotti Construction Company v. City of Richmond* (1996) 45 Cal.App.4th 897, the Court stated that:

"In determining whether a bid is responsive to a solicitation for bids, and whether a deviation from contract specifications may be disregarded as insubstantial, the contracting entity must provide the bidder with notice and allow it to submit materials concerning the issue of responsiveness. However, the entity need not conduct a hearing, make formal findings, or otherwise comply with the due process requirements for determining whether a bidder is responsible, which were defined by the Supreme Court in *City of Inglewood-L.A. County Civic Center Auth. v. Superior Court* (1972) 7 Cal. 3d 861, 870-871 [103 Cal. Rptr. 689, 500 P.2d 601]. (*Taylor Bus Service, Inc. v. San Diego Bd. of Education*, supra, 195 Cal. App. 3d at pp. 1341-1343.)" *Id* at 904

Any inquiry into the ambiguities regarding Bay Cities' bid lead to the clear conclusion that Bay Cities' pricing for Item 175A was mis-written by a factor of ten as "\$6,720,000" instead of "\$672,000."

Although case law exists in California regarding resolving ambiguities between unit prices and total prices [*Pozar v. Department of Transportation* (1983) 145 Cal. App. 3d 269, the public entity must exercise its ministerial duties in applying its rules for resolving ambiguities], there are no published California cases addressing whether an obvious error in pricing an item by a factor of ten or a hundred is an error which the public entity has discretion to correct. California courts routinely turn to Federal public contract law for guidance and legal authority in dealing

with public contract law issues because it is more fully developed than State law.¹ Under federal law, the obvious misplacement of a decimal point is a minor clerical error which the public entity is entitled to correct. See Cibinic & Nash, *Formation of Government Contracts* 655, 818 (3rd edition 1998). When a bidder makes an obvious error in submitting a price which is in error by a factor of ten or a hundred, the public entity may correct that error.

While there are no published California cases discussing an errors similar to Bay Cities' error, the unpublished case of *Nevoval Enterprises, Inc. v. Board of Education of the Fresno Unified School District* (2001 Cal.App.Unpub. LEXIS 1053) is instructive and persuasive because the State's Attorney General's Office appeared on behalf of the State of California Department of General Services and argued that mistakes such as the one made by Bay Cities is an inconsequential error and correctable. In *Nevoval*, the Fresno Unified School District ("District") awarded a construction contract to the low bidder, Harris Construction ("Harris") even though Harris' bid included deviations in its bid including typographical and arithmetical errors. Harris' bid runner was under time constraints when he filled-out the bid and used poor penmanship and made several errors including failing to use the word "thousand" in pricing an item and minor arithmetic errors. The second-low bidder argued that Harris' mistakes were material and that the District was prevented from waiving or correcting the errors. In reviewing the District's decision, the Court analyzed whether Harris' errors were inconsequential which would allow the District's decision to waive the errors and accept the bid.

Grand Total Error. The Bid Documents provided that the Bid's Grand Total should be the total of Base Bid A plus Base Bid B. The Court assumed that Harris' Base Bid A price was \$18,919,000 (see discussion below) and its Base Bid price was \$271,700, therefore its Grand Total should be \$19,190,700. Instead Harris' Grand Total was \$19,190,700, an error of \$700. In reviewing whether the error of \$700 was significant, the Court stated:

"We find this to be an inconsequential deviation that was waivable by the District. First, we believe it was not a mistake that Harris could have used to withdraw its bid under section 5103 [referring to Public Contract Code § 5103]...the deviation (\$700 out of over \$19 million) is so slight as to be immaterial. Furthermore, the \$700 deviation was not the reason Harris' bid was the lowest bid indeed, without the deviation Harris' bid was still more than \$300,000 less than KH's"

Like Harris, Bay Cities also made a minor arithmetical error in writing down its Total Bid Price. If one assumes that Bay Cities' price for Item No. 175A is "\$672,000" instead of "\$6,720,000," the Grand Total of all of the Items Totals should equal \$46,853,132.05. Instead, Bay Cities Total

¹ *Amelco Electric v. City of Thousand Oaks* (2002) 27 Cal.4th 228, 244-246; *State of California v. Guy F. Atkinson Co.* (1986) 18727 Cal.3rd 25, 33-34; *C. Norman Peterson v. Container Corp.* (1985) 172 Cal.App.3d 628, 647-648; *Pacific Architects v. State of California* (1979) 100 Cal.App.3d 100, 126, 166; *Jasper Const. v. Foothill Junior College Dist.* (1979) 153 Cal.Rptr. 767, 771-772. As stated by the Court in *Pacific Architects v. State of California*, supra: "We are strongly persuaded by decisions relating to the federal procurement bidding."

Bid was written as \$46,853,143, an error of \$10.95. Like the decision in *Nevocal*, the bid's arithmetical error raises the question of whether it is so substantial that it cannot be waived. If a difference of \$700 on a \$19 million project is immaterial, then Bay Cities' mistake of \$10.95 on \$46 million dollar project is certainly immaterial and waivable. With a mistake of only \$10.95, Bay Cities would not be allowed to withdraw its bid under Public Contract Code § 5103 so Bay Cities would not enjoy a benefit over other bidders. And like Harris's bid, even allowing for Bay Cities' deviation, Bay Cities's bid still remains low; Bay Cities' bid is nearly \$3.5 million lower than the next-lowest bid. In *Nevocal*, the State Attorney General representing the State of California's General Services argued that Harris' mistake was waivable and the court upheld the Attorney General's position. If the City should decide that Bay Cities' mistake of \$10.95 is waivable, its decision would have as much validity as the Attorney General's position.

Base Bid A In submitting a price for Base Bid A, Harris wrote a number that appeared to be "\$18,919,000" although it could be read as "\$18,819,000." In addition to the ambiguity of the number written, Harris also wrote in words the price as "Eighteen million nine hundred nineteen" dollars (\$18,000,919) which was \$918,081 less than the written price of "\$18,919,000." For purposes of analysis, the Court analyzed the various figures within Harris bid and applied mathematics to confirm Harris's intent. The Court reviewed Harris's pricing as follows:

Grand Total:	\$19,190,000
Base Bid B:	-\$271,700
Expected Based Bid A:	\$18,918,300

In determining that Harris' mistake in writing in words a number that was \$918,081 less than the numerical price, the Court stated:

"This expected Base Bid A does not exactly correspond with either the numerical or the written version of Base Bid A; however, it is relatively close to (only \$ 700 less than) the numerical version and relatively distant from (\$ 917,381 greater than) the written version. The first discrepancy is minor compared to the second. It can safely be said that Harris did not use the written version of Base Bid A (\$ 18,000,919), or any number close to it, to calculate the Grand Total Amount if it had, the Grand Total Amount would be more than \$ 900,000 less than it is. The numerical version of Base Bid A, however, is fairly consistent with the Grand Total Amount, and, in light of Harris's admission it had discounted the Grand Total Amount by \$ 700, the numerical version becomes entirely consistent. Furthermore, when evaluating the opened bids, the District apparently determined that the intended amount was \$ 18,919,000. We thus believe the erroneous omission of the word "thousand" is made obvious by reference to the rest of the bid, is easily resolved, and is supported by Harris's statements during the hearing. This mistake is therefore not material."

If Bay Cities' bid is analyzed in the same manner as performed by the Court in *Nevoval*, the results would be as follows:

Total Bid:	\$46,853,143
All Bid Items Except 175A	-\$46,181,132.05
Item No. 175A:	\$672,010.95

Like with Harris' bid, Bay Cities' pricing does not exactly correspond with its intended pricing but it is within \$10.95 of it. Although the City has calculated Bay Cities' price for Item No. 175A as \$6,720,000, this pricing is wholly inconsistent with Bay Cities' Total Price and Bay Cities listing of St. Francis Electric's participation as \$12,390,631. If Item 175A was \$6,720,000 or anything close to it, then Bay Cities' total would be more than \$6 million more than its Total Bid. With reference to the whole of Bay Cities' bid, all other bidder's pricing for Item No. 175A, and the dollar value of other bidder's who listed St. Francis' Electric, it is obvious that Bay Cities' priced \$6,672,000 for Item No. 175A by mistake instead of \$672,000 (*see* attached St. Francis Electric bid of June 22, 2010).

Although the decision issued by the Court in *Nevoval* is unpublished, the reasoning behind the decision and the State Attorney General's position in support of the City's methods to resolve the discrepancy is persuasive that the whole of a bid may be considered when resolving ambiguities in bids.

Here the City has the discretion to waive the deviation because the variance was inconsequential. Though competitive bidding laws are written to prevent fraud and corruption, their purpose is to benefit the public and not any individual, lone bidder. As quoted by the Supreme Court in *Domar Electric, Inc. v. City of Los Angeles* (1994) 9 Cal.4th 161, 173,

"The provisions of statutes, charters and ordinances requiring competitive bidding in the letting of municipal contracts are for the purpose of inviting competition, to guard against favoritism, improvidence, extravagance, fraud and corruption, and to secure the best work or supplies at the lowest price practicable, and they are enacted for the benefit of the property holders and taxpayers, and not for the benefit or enrichment of bidders, and should be so construed and administered as to accomplish such purpose fairly and reasonably with sole reference to the public interest. These provisions are strictly construed by the courts, and will not be extended beyond their reasonable purpose. Competitive bidding provisions must be read in the light of the reason for their enactment, or they will be applied where they were not intended to operate and thus deny municipalities authority to deal with problems in a sensible, practical way." (10 McQuillin Municipal Corporations (3d rev.ed 1990) § 29.29 [emphasis added].

There is no evidence that Bay Cities' bid involves favoritism, improvidence, extravagance, fraud, corruption or uncompetitive bidding practices. In fact, if the City awards the Contract to Bay Cities, the City and the public will benefit from the savings in Bay Cities' bid price versus the

next lowest bidder's price.

Bay Cities cannot believe that anyone, in good faith, can argue that Bay Cities' pricing for Item No. 175 was calculated as "\$672,000" but mis-written as "\$6,720,000." In fact, it would be comical to imagine a situation wherein the City attempted to award the contract to Bay Cities for \$46,853,143 and Bay Cities argued that it was entitled to receive \$6,720,000 for Item No. 175 when it is clear that this number is off by a factor of 10 and it does not reconcile with Bay Cities' Bid Total, with Bay Cities' Subcontractor Listing or the pricing of other contractors for the same item. Public entities are entitled to "deal with problems in a sensible, practical way." It is sensible and practical for the City to determine that Bay Cities' mis-wrote its pricing for Item No. 175 by a factor of ten and award the contract to Bay Cities based on its Total Bid price.

CONCLUSION

In *Judson Pacific-Murphy Corp. v. Durkee* (1956) 144 Cal.App. 2d 377, the court stated that:

"It certainly amount to a disservice to the public if a losing bidder were to be permitted to comb through the bid proposal or license application of the low bidder after the fact, [and] cancel the low bid on minor technicalities, with the hope of securing acceptance of his, a higher bid. Such construction would be adverse to the best interests of the public and contrary to public policy." (Cited with approval in *Ghilotti Construction Company v. City of Richmond* (1996) 45 Cal.App. 4th 897).

There is no doubt that Bay Cities provided the lowest bid to the City and the City would save over \$3,000,000 by awarding the Project to Bay Cities. Looking at Bay Cities' bid as a whole, it is clear that Bay Cities' pricing for Item No. 175 was mis-written by a factor of 10. To ignore what everyone knows occurred (Bay Cities' bid runner mis-wrote the price of No. 175 by a factor of 10), it to place form over substance to the detriment of the public. Bay Cities requests that the City use its discretion to resolve the ambiguities in Bay Cities' bid by determining that the price of Bid Item No. 175A is \$672,000 and awarding the Project to Bay Cities. Should the City decide to not exercise its discretion, then Bay Cities alternately requests that the City reject all the bids and re-bid the Project on an expedited basis. During these hard economic times, it is probable that the City would save the public over \$3.5 million from accepting a short delay to the Project's start. Should the City have any questions concerning Bay Cities' bid, please call me.

Sincerely,



Marlo Manqueros
General Counsel

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2001 Cal. App. Unpub. LEXIS 1053, *

NEVOCAL ENTERPRISES, INC., Plaintiff and Appellant, v. BOARD OF EDUCATION OF THE FRESNO UNIFIED SCHOOL DISTRICT et al.,
Defendants and Respondents; HARRIS CONSTRUCTION CO., INC., Real Party in Interest.

F034381

COURT OF APPEAL OF CALIFORNIA, FIFTH APPELLATE DISTRICT

2001 Cal. App. Unpub. LEXIS 1053

December 4, 2001, Filed

NOTICE: [*1] NOT TO BE PUBLISHED IN OFFICIAL REPORTS CALIFORNIA RULES OF COURT, RULE 977(a), PROHIBITS COURTS AND PARTIES FROM CITING OR RELYING ON OPINIONS NOT CERTIFIED FOR PUBLICATION OR ORDERED PUBLISHED, EXCEPT AS SPECIFIED BY RULE 977(B). THIS OPINION HAS NOT BEEN CERTIFIED FOR PUBLICATION OR ORDERED PUBLISHED FOR PURPOSES OF RULE 977.**PRIOR HISTORY:** APPEAL from a judgment of the Superior Court of Fresno County. Super. Ct. No. 633478-3. Wayne R. Ellison, Judge.**DISPOSITION:** The judgment is affirmed. Costs on appeal are awarded to real party in interest.**CORE TERMS:** bid, bidder, subcontractor's, deviation, entity, inconsequential, numerical, contracting, contacted, waivable, specifications, arithmetical, typographical, withdraw, bidding, dollar, re-bid, nonresponsive, unfair, substantial evidence, good faith effort, statutory requirement, competitive bidding, solicitation, responsive, immaterial, lowest, omission, competitive, corruption**COUNSEL:** Patrick H. Kelly for Plaintiff and Appellant.

Deb C. Pedersdotter for Real Party in Action.

Bill Lockyer, Attorney General, Manuel M. Medeiros, Assistant Attorney General, and Kenneth R. Williams and Ramon De La Guardia, Deputy Attorneys General for Defendants and Respondents, State of California, Department of General Services, State Allocation Board and Office of Public Works Construction.

McCormick, Barstow, Sheppard, Wayte & Carruth, Stephen E. Carroll and Todd W. Baxter for Defendants and Respondents Board of Education of the Fresno Unified School District and Fresno Unified School District.

JUDGES: Levy, J. WE [*2] CONCUR: Vartabedian, Acting P.J. Buckley, J.**OPINION BY:** Levy**OPINION**

Real party in interest Harris Construction Co, Inc. (hereafter Harris), the lowest bidder, was awarded the construction contract by respondent Fresno Unified School District Board of Education (hereafter the District) to build Elizabeth Terronex Middle School. The second lowest bidder, appellant Nevocal Enterprises, Inc. (doing business as KH Construction; hereafter KH), unsuccessfully sought a writ of mandate from the superior court to compel the District to rescind the contract and to reject Harris's bid as materially nonresponsive. KH appeals the denial of the writ, contending the District's award of the contract to Harris was arbitrary and capricious because the contract was nonresponsive and contained material errors and deviations which were not waivable by the District. We will affirm.

FACTS

In anticipation of building a new middle school, the District advertised for construction bids (hereafter the initial bids) on November 11, 1998 and December 7, 1998. The initial bids were opened on February 2, 1999. On March 11, 1999, the District voted to reject all bids and call for a re-bid. On March 18, 1999, and [*3] March 25, 1999, the District advertised the re-bid, then opened the re-bids on April 23, 1999.

In its bid solicitation, the District stated it reserved the right to reject "any or all proposals, to contract work with whomever and in whatever manner, to abandon the work entirely, or to waive any informality/irregularity in bids received or the bidding process" The specifications also informed bidders that the contract "shall be awarded to the lowest and most responsible bidder submitting a

responsive bid proposal" In addition, the bids were required to include documentation of the bidder's efforts to utilize Disabled Veterans Business Enterprise (DVBE) subcontractors. The District's staff and counsel recommended acceptance of KH's bid because, although Harris's bid was lower, it also contained several deviations from the bid specifications,

On May 13, 1999, the District held a hearing to consider the contract's award. Harris's attorney argued the deviations in its bid were minor and waivable. Ultimately, the District voted to waive the deviations and accept Harris's bid.

On June 16, 1999, KH filed a petition for an alternative writ of mandate in the Fresno County [*4] Superior Court. Harris filed an answer to the petition. KH then filed a memorandum of points and authorities in reply, accompanied by evidentiary objections to the declaration of Harris's president and bidder. At the hearing on the petition, KH requested a ruling on its evidentiary objections and a statement of decision.

In its statement of decision, the court made the following findings: (1) Public Contract Code section 10115¹ is constitutional to the extent that it gives a preference to DVBEs; (2) the District did not abuse its discretion by waiving the mathematical errors in Harris's bid because there was substantial evidence to support the conclusion that the errors were inconsequential, immediately rectified, and otherwise resolvable; (3) the District did not abuse its discretion in finding that Harris substantially complied with the DVBE provisions of the code because there was substantial evidence to support the conclusion that Harris made a good faith effort to meet the DVBE goals and because KH presented no evidence of any actual unfair advantage obtained by Harris. For these reasons, the court denied the petition.

FOOTNOTES

¹ All statutory references are to the Public Contract Code unless otherwise noted.

[*5] DISCUSSION

I. STANDARD OF REVIEW

Our purpose in reviewing the award of a public contract is the same as the trial court's to determine whether the public entity's findings and decision are supported by substantial evidence. (*Ghillotti Construction Co. v. City of Richmond* (1996) 45 Cal.App.4th 897, 903.) In this mandamus action arising under Code of Civil Procedure section 1085, "our review is limited to an examination of the proceedings to determine whether the [District's] actions were arbitrary, capricious, entirely lacking in evidentiary support, or inconsistent with proper procedure. There is a presumption that the [District's] actions were supported by substantial evidence, and [KH] has the burden of proving otherwise. We may not reweigh the evidence and must view it in the light most favorable to the [District's] actions, indulging all reasonable inferences in support of those actions. [Citations.]" (*Ghillotti, supra*, 45 Cal.App.4th at pp. 903-904, fn. omitted.) We defer to the District's findings of fact where they are supported by substantial evidence. (*MCM Construction, Inc. v. City and County of San Francisco* (1998) 66 Cal.App.4th 359, 374-375.) [*6] "Mandamus is an appropriate remedy to compel the exercise of discretion by a government agency, but does not lie to control the exercise of discretion unless under the facts, discretion can only be exercised in one way. [Citations.]" (*Ghillotti, supra*, 45 Cal.App.4th at p. 904.)

II. PUBLIC CONTRACT BIDS

In general, a public entity is required to put significant contracts out for competitive bidding and to award the contract to the lowest responsible and responsive bidder. (*Valley Crest Landscape, Inc. v. City Council* (1996) 41 Cal.App.4th 1432, 1438.) As the bid solicitation in this case explained, a responsible bidder is a bidder "possessing the skill, judgement [sic], integrity and financial ability necessary to timely perform and complete the contract being bid," and a responsive bid is a bid "which meets all of the specifications set in the request for bid proposal."

The court in *Konica Business Machines U.S.A., Inc. v. Regents of University of California* (1988) 206 Cal. App. 3d 449, 253 Cal. Rptr. 591 discussed the policy considerations behind the competitive bidding statutes:

"The purpose of [*7] requiring governmental entities to open the contracts process to public bidding is to eliminate favoritism, fraud and corruption; avoid misuse of public funds; and stimulate advantageous market place competition. [Citations.] Because of the potential for abuse arising from deviations from strict adherence to standards which promote these public benefits, the letting of public contracts universally receives close judicial scrutiny and contracts awarded without strict compliance with bidding requirements will be set aside. This preventative approach is applied even where it is certain there was in fact no corruption or adverse effect upon the bidding process, and the deviations would save the entity money. [Citations.] The importance of maintaining integrity in government and the ease with which policy goals underlying the requirement for open competitive bidding may be surreptitiously undercut, mandate strict compliance with bidding requirements. [Citation.]" (*Konica, supra*, 206 Cal. App. 3d at pp. 456-457.)

"A basic rule of competitive bidding is that bids must conform to specifications [i.e., be responsive], and that if a bid does not so conform, [*8] it may not be accepted. [Citations.] However, it is further well established that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given the bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential. [Citations.]" [Citation.]" (*Valley Crest Landscape, Inc. v. City Council, supra*, 41 Cal.App.4th at pp. 1440-1441, italics added, original italics omitted.) In other words, "the rule of strict compliance with bidding requirements does not preclude the contracting entity from waiving inconsequential deviations," if it chooses to do so. (*Ghillotti Construction Co. v. City of Richmond, supra*, 45 Cal.App.4th at p. 908; *MCM Construction, Inc. v. City and County of San Francisco, supra*, 66 Cal.App.4th at p. 374.)

"In determining whether a bid is responsive to a solicitation for bids, and whether a deviation from contract specifications may be disregarded as insubstantial, the contracting entity must provide the bidder with notice and allow it to [*9] submit materials concerning the issue of responsiveness. However, the entity need not conduct a hearing, make formal findings, or otherwise comply with the due process requirements for determining whether a bidder is responsive [Citation.]" (*Ghillotti Construction Co. v. City of Richmond, supra*, 45 Cal.App.4th at p. 904.) Thus, although a bid's responsiveness can often be determined from the face of the bid without outside investigation or information, the contracting entity may also consider information subsequently provided by a bidder

who has been informed his or her bid may be nonresponsive. (See *ibid.*; *Valley Crest Landscape, Inc. v. City Council*, *supra*, 41 Cal.App.4th at p. 1438.)

"Whether in any given case a bid varies substantially or only inconsequential from the call for bids is a question of fact." [Citation.] ... The factual issue to be resolved is whether the variation resulted in an unfair competitive advantage in the bidding process. [Citation.] (*MCM Construction, Inc. v. City and County of San Francisco*, *supra*, 66 Cal.App.4th at p. 375.) If the deviation results in an unfair competitive [*10] advantage to a bidder, the deviation is substantial and the contracting entity cannot waive it. (*Valley Crest Landscape, Inc. v. City Council*, *supra*, 41 Cal.App.4th at p. 1442.) Contracting entities must guard against the possibility that the waiver of a deviation would give the low bidder a "last look" enjoyed by no other bidder. Similarly, a bid that violates a statutory requirement in matters of substance must be rejected by the contracting entity. (*Gil-Bern Construction Corp. v. City of Brockton* (1968) 353 Mass. 503, 505-506 [233 N.E.2d 197].) If, however, the deviation from the statutory requirements is minor or trivial, the contracting entity maintains discretion to either accept or reject the bid. (*Id.* at p. 506.)

In *Ghiloti*, the court noted that to be substantial

"the deviation must be capable of facilitating corruption or extravagance, or likely to affect the amount of bids or the response of potential bidders. [Citations.] These considerations must be evaluated from a practical rather than a hypothetical standpoint, with reference to the factual circumstances of the case. They must also be viewed [*11] in light of the public interest, rather than the private interest of a disappointed bidder. It certainly would amount to a disservice to the public if a losing bidder were to be permitted to comb through the bid proposal or license application of the low bidder after the fact, [and] cancel the low bid on minor technicalities, with the hope of securing acceptance of his, a higher bid. Such construction would be adverse to the best interests of the public and contrary to public policy." [Citation.]

"In *Domar* [*Electric, Inc. v. City of Los Angeles* (1994) 9 Cal.4th 161, 885 P.2d 934], our Supreme Court emphasized the necessity of a pragmatic approach, placing the public interest above the interests of the bidders: 'As one leading treatise explains: "The provisions of statutes, charters and ordinances requiring competitive bidding in the letting of municipal contracts are for the purpose of inviting competition, to guard against favoritism, improvidence, extravagance, fraud and corruption, and to secure the best work or supplies at the lowest price practicable, and they are enacted for the benefit of property holders and taxpayers, and not for the [*12] benefit or enrichment of bidders, and should be so construed and administered as to accomplish such purpose fairly and reasonably with sole reference to the public interest. These provisions are strictly construed by the courts, and will not be extended beyond their reasonable purpose. Competitive bidding provisions must be read in the light of the reason for their enactment, or they will be applied where they were not intended to operate and thus deny municipalities authority to deal with problems in a sensible, practical way.'" [Citation.] Thus, [laws] requiring competitive bidding are not to be given such a construction as to defeat the object of insuring economy and excluding favoritism and corruption. [Citations.] [Citation.]" (*Ghiloti Construction Co. v. City of Richmond*, *supra*, 45 Cal.App.4th at pp. 908-909.)

III. TYPOGRAPHICAL AND ARITHMETICAL ERRORS

KH maintains that Harris's bid contains typographical and/or arithmetical errors which were material. As such, KH argues, the errors entitled Harris to withdraw its bid if it so chose, thereby providing Harris an unfair advantage. Harris responds that all such deviations [*13] were inconsequential and waivable by the District.

Mistakes are often made in bids because subcontractors usually deliver their bids to the prime contractor (the bidder) by telephone within the last hour or two before bid-opening time because the subcontractors do not want their bids to be "shopped." (Cal. Construction Contracts and Disputes (3d ed.) 2000, § 4.7-4.8, pp. 292-293.) During those last hours or minutes, the bidder receives the subcontractors' bids, evaluates them, and assembles them for the bid. The time pressure often produces typographical and arithmetical mistakes in the bid. (*Id.* at § 4.8, p. 293.)

When the contracting entity finds the bid nonresponsive because it contains a material typographical or arithmetical mistake, the bidder may seek to withdraw its bid and recover its bid bond in order to avoid being held to a contract on the erroneous term. ² (§ 5101 et seq.; *Menefee v. County of Fresno* (1985) 163 Cal. App. 3d 1175, 1181, 210 Cal. Rptr. 99.) Relief is only allowed if the bidder can establish that (1) a mistake was made; (2) the bidder gave the public entity written notice of the mistake within five days after [*14] the opening of the bids, specifying in the notice in detail how the mistake occurred; (3) the mistake made the bid materially different than the bidder intended it to be; and (4) the mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans or specifications. (§ 5103.)

FOOTNOTES

² Bids usually require a bid bond, under which a corporate surety company guarantees that the bidder will sign the contract to perform the work at the bid price if the bidder is awarded the contract. (Cal. Construction Contracts and Disputes, *supra*, § 4.7, p. 292.)

A material typographical or arithmetical mistake justifies relief and, regardless of whether the bidder resorts to relief, the mistake cannot be waived as inconsequential by the contracting entity. (*Menefee v. County of Fresno*, *supra*, 163 Cal. App. 3d at p. 1181; see also *Williams v. Bergin* (1900) 129 Cal. 461, 62 P. 59.) Such [*15] a mistake permits the bidder to withdraw its bid without forfeiting its bid bond, providing the bidder an unfair competitive advantage over other bidders whose bids contain no mistakes and cannot be withdrawn. (*Valley Crest Landscape, Inc. v. City Council*, *supra*, 41 Cal.App.4th at p. 1442; *Menefee*, *supra*, at pp. 1178-1181.) An immaterial typographical or arithmetical mistake, on the other hand, is inconsequential, does not justify relief, and can be waived by the contracting entity. (See *Valley Crest Landscape, Inc. v. City Council*, *supra*, 41 Cal.App.4th at p. 1442.) If a bidder attempts to use an inconsequential mistake to withdraw its bid, the contracting entity is entitled to enforce its right to forfeit the bidder's bond. (See *Valley Crest Landscape, Inc. v. City Council*, *supra*, 41 Cal.App.4th at pp. 1442-1443.)

As to each typographical or arithmetical mistake in this case, we ask this question: was Harris's mistake so immaterial and inconsequential that the District could have waived it and accepted the bid, thereby forming a contract from which Harris could not withdraw? If so, the mistake [*16] did not provide Harris an unfair advantage--the opportunity to withdraw its bid--an opportunity

that was not enjoyed by other bidders who completed their bids properly. Obviously critical to this consideration is the question of whether the mistake was material. If it was material, it was not waivable by the District and Harris could have withdrawn its bid; if it was not material, there was no relief and the mistake was waivable.

The District's bid form required five separate bids. The first three were the main bids Base Bid A for the bulk of the project, Base Bid B for the remainder of the project, and the Grand Total Amount for the entire project. The other two bids Alternate # 1 and Alternate # 2--were small itemized deductions from the project. Each bid was required to be legibly represented in both numerical and written form. The District reserved the right to award the contract in any one of four ways Base Bid A only, Base Bids A and B together, Base Bid A and selected Alternate(s), or Base Bids A and B and selected Alternate(s).

Harris's bidder, who was likely under time pressure when he filled out the bid, used poor penmanship and made several errors. Two of the [*17] errors appear to be omissions of the word "thousand" and another which appears to be an arithmetical error. As we will explain, we find these errors and deviations, set out separately below, immaterial and inconsequential and, therefore, waivable by the District. Because the District could waive the errors and deviations and accept the bid, Harris was not permitted the unfair opportunity to withdraw its bid.

A. Grand Total Amount

KH contends the penmanship in Harris's bid is so poor that the numerical version of the Grand Total Amount could be read as eight different numbers and the written version as two. We find that, although the handwriting throughout the bid is generally abysmal, both the numerical and written versions of the Grand Total Amount are nevertheless adequately legible and consistent with each other. Upon a review of the record, we conclude there can be no doubt the amount is \$ 19,190,000.

KH's second complaint on this point is that the Grand Total Amount of \$ 19,190,000 is \$ 700 less than it should be had Harris added Base Bids A and B together. The instruction for the Grand Total Amount states: "Grand Total Amount Base Bid 'A' plus Base [*18] Bid 'B.'" Assuming Base Bid A is \$ 18,919,000 and Base Bid B is \$ 271,700 (see post), the Grand Total Amount should be \$ 19,190,700 rather than \$ 19,190,000. KH contends Harris gained a competitive advantage by affording itself the opportunity to offer a discount in the event the District awarded the combined total contract (which it did), while other bidders strictly followed the explicit bid instructions to add Base Bids A and B together. Harris maintains the Grand Total Amount was simply discounted to create a round number and to pass on a savings to the District. Furthermore, Harris points out, the Grand Total Amount, rather than Base Bid A or B, was the bid accepted by the District.

We find this an inconsequential deviation that was waivable by the District. First, we believe it was not a mistake that Harris could have used to withdraw its bid under section 5103. Harris admitted to the District that the deviation was not a mistake but an intentional discount. Also, the deviation (\$ 700 out of over \$ 19 million) is so slight as to be immaterial. Furthermore, the \$ 700 deviation was not the reason Harris's bid was the lowest bid indeed, without the deviation Harris's [*19] bid was still more than \$ 300,000 less than KH's.

B. Base Bid B

KH argues the numerical version of Base Bid B is written so illegibly that it could be interpreted as either "\$ 271,700" or "\$ 231,700." In our estimation, the number is readily decipherable as \$ 271,700 and the written version directly below it plainly reads, "Two hundred seventy one thousand seven hundred" dollars. There is no substantial deviation here.

C. Base Bid A

"Base Bid 'A'" is numerically written as what appears to be "\$ 18,919,000," which KH argues could be read as "\$ 18,819,000." On the line beneath, the number is legibly spelled out as "Eighteen million nine hundred nineteen" dollars (\$ 18,000,919). Although the one digit of the numerical version is ambiguous, we believe reference to the written version, which includes the words "nine hundred nineteen" makes clear that \$ 18,919,000 was intended. The more serious error, however, exists because the written version is \$ 918,081 less than the numerical version. Harris asserts that it is obvious there was a simple omission of the word "thousand" from the written version and that reference to the entire bid, particularly [*20] considering Harris's admitted discount of the Grand Total Amount, clarifies the intended value.

We conclude the error in Base Bid A was waivable for the following two reasons. First, the numerical and written versions are in agreement if the word "thousand" is simply added to the end of the written entry. Second, comparing various figures within the bid and performing the proper mathematics confirms that the numerical version reflects the bidder's intent. The Grand Total Amount is \$ 19,190,000. Base Bid B is \$ 271,700. We have already confirmed the reliability of these two figures. Subtracting Base Bid B from the Grand Total Amount should reveal the expected Base Bid A:

Grand Total Amount: \$ 19,190,000
 Base Bid B: - \$ 271,700
 Expected Base Bid A: \$ 18,918,300

This expected Base Bid A does not exactly correspond with either the numerical or the written version of Base Bid A; however, it is relatively close to (only \$ 700 less than) the numerical version and relatively distant from (\$ 917,381 greater than) the written version. The first discrepancy is minor compared to the second. It can safely be said that Harris did not use the written version of Base Bid [*21] A (\$ 18,000,919), or any number close to it, to calculate the Grand Total Amount if it had, the Grand Total Amount would be more than \$ 900,000 less than it is. The numerical version of Base Bid A, however, is fairly consistent with the Grand Total Amount, and, in light of Harris's admission it had discounted the Grand Total Amount by \$ 700, the numerical version becomes entirely consistent. Furthermore, when evaluating the opened bids, the District apparently determined that the intended amount was \$ 18,919,000. We thus believe the erroneous omission of the word "thousand" is made obvious by reference to the rest of the bid, is easily resolved, and is supported by Harris's statements during the hearing. This mistake is therefore not material.

D. Alternate # 1

The error in Alternate # 1 is nearly identical to that in Base Bid A the omission of the word "thousand" but in this case, the word should have been inserted into, rather than added onto the end of, the phrase. The numerical version states "\$ 153, 059" while the written version reads "One hundred fifty three and fifty nine" dollars. Comparison of the numerical and written versions, and Harris's admitted [*22] omission of "thousand," and its previous omission from Base Bid A, renders the error obvious, immaterial, and waivable.

E. Conclusion

In sum, Harris's typographical and arithmetical deviations are, in our estimation, immaterial and inconsequential. As such, the District's decision to waive these deviations is supported by substantial evidence.

IV. ERRORS IN DVBE PARTICIPATION DOCUMENTATION

KH also contends Harris failed to comply with the DVBE (Disabled Veterans Business Enterprise) requirements and therefore its bid was materially nonresponsive. Harris again maintains the defects are minor and inconsequential and the District did not act arbitrarily or capriciously when it waived them.

A construction bidder is required to meet, or make a good faith effort to meet, the goal of hiring DVBE subcontractors to perform three percent of the bid's dollar amount. (§ 10115.13) The purpose of the state's DVBE participation goal is to encourage greater economic opportunities for DVBEs and to promote competition among state agencies to enhance long-term economic efficiency in the procurement of construction contracts. (§ 10115, subd. (b).)

In awarding [*23] the contract, the contracting entity must consider each bidder's efforts to reach this goal. (§ 10115.2, subd. (a).) A bidder who does not meet the three percent goal is not disqualified if it is deemed to have made a good faith effort by showing it (1) contacted the contracting entity to identify DVBE subcontractors; (2) contacted other state and federal agencies and with DVBE organizations to identify DVBE subcontractors; (3) published advertising in trade papers and DVBE-focused papers; (4) invited bids from DVBE subcontractors; and (5) considered DVBE subcontractors. (§ 10115.2, subd. (b).)

In response to these requirements, the District's bid solicitation package included a DVBE policy stating the bidders were required to meet the three percent goal or to demonstrate a good faith effort had been made to do so. The four statutory requirements were stated, followed by a warning that failure to meet or make a good faith effort to meet the goal would render the bid nonresponsive. The bid included several pages of DVBE documentation.

A. Failure to Contact District to Identify DVBE Subcontractors

KH asserts that Harris failed to perform the first DVBE [*24] bid requirement--to contact the District for the purpose of identifying potential DVBE subcontractors. KH left blank the spaces in the DVBE documentation requesting the District's telephone number, date contacted, and person contacted. Harris responds that it did in fact engage in "numerous conversations with school district staff concerning DVBE subcontractors" during both the initial bid and the re-bid periods. Harris points out it "included a list of the numerous qualified DVBE subcontractors solicited for its bid as an attachment to its Good Faith Effort worksheet, an extra step that was not required."

We find nothing in the record to support Harris's assertion that it engaged in several conversations with the District staff regarding DVBE subcontractors. At the hearing, Harris's attorney did not explain that Harris had in fact contacted the District but then had mistakenly failed to fill out the form completely. Instead, counsel pointed to Harris's otherwise extensive efforts to locate and employ DVBE subcontractors. The question, therefore, is whether Harris's failure to contact the District amounted to a substantial deviation from the bid requirements in light of [*25] Harris's other efforts to contact DVBE subcontractors.

First, we acknowledge that Harris's obligation to contact the District was a statutory requirement under section 10115.2. As already mentioned, the failure to comply with a statutory requirement in matters of substance is fatal to a bid, but a minor or inconsequential deviation from statutory requirements is not. (*Gil-Bern Construction Corp. v. City of Brockton, supra*, 353 Mass. 503, 505-506 [233 N.E.2d 197].) The apparent purpose of the requirement to contact the District was to provide the bidder with names of DVBE subcontractors, possibly local, which the bidder could contact and potentially hire for the construction contract. (§ 10115.2, subd. (b)(1) ["to identify ... disabled veteran business enterprises" (italics added)].) We conclude the requirement that the bidder contact various entities in order to obtain the identities of DVBE subcontractors is a matter of substance, but the specific requirement that the bidder contact the District for that purpose is not in itself a matter of substance if the bidder shows it did in fact obtain the required information through other sources.

[*26] Here, Harris presented documentary evidence that it contacted the Office of Small and Minority Business by phone and by Internet, contacted a DVBE organization and the DVBE Network by phone, and utilized a list it had compiled from previous contacts and current Web site searches (see post). From those sources, Harris was able to contact about 64 potential DVBE subcontractors.³ We find this to be substantial evidence that Harris substantially complied with the DVBE requirement to identify potential DVBE subcontractors. Harris's failure to contact the District was therefore waivable.

FOOTNOTES

³ We note that one subcontractor contacted was apparently not a DVBE, but either a small disadvantaged or woman owned business.

B. Failure to List Appropriate Dates

KH next argues that Harris listed dates for its communications with DVBE contacts which were outside the proper window of time that is, before the re-bid was advertised on March 18, 1999, and March 25, 1999.

Harris's bid indicates [*27] It contacted the Office of Small and Minority Business five days before the initial bid was advertised and again during the re-bid period; it contacted a DVBE organization and the DVBE Network by phone during the initial bid period; and it also utilized a list it had compiled from previous contacts and current Web site searches. We do not believe Harris was required to re-contact the entities it contacted during the initial bid period again during the re-bid period, a mere three to four months later. The purpose of the contacts was simply to obtain names of potential DVBE subcontractors which Harris could then contact regarding the precise nature of the specific job. The record shows Harris did indeed send bid solicitation letters to approximately 64 DVBE subcontractors on April 5, 1999, during the re-bid period. It is the timing of this event which we find most significant. Again, KH has presented no evidence suggesting the District's waiver of the deviation, if any, was an abuse of discretion.

C. Failure to Describe Disposition of Particular DVBE Subcontractor

KH states that Harris failed to list all the DVBE subcontractors it had considered [*28] for participation in its bid by excluding the result of its contact with Savco Electric.

Harris explains it reported generally in its bid that none of its DVBE contacts expressed an interest in the project, and it included in its bid package copies of 63 of the 64 solicitation letters (one was accidentally omitted) it sent to DVBE subcontractors. Inclusion of these letters, Harris contends, was more documentation than required, and KH cannot legitimately complain that Harris did not fulfill the DVBE requirements because it mistakenly did not report on its efforts to recruit one particular subcontractor. 4

FOOTNOTES

4 As far as we can ascertain, the record shows Harris included the letter to Savco in the bid, but omitted Savco's name from the compiled list of DVBE subcontractors contacted.

From our examination of the record, it appears that Harris included in its bid a list of some 65 DVBE subcontractors it had contacted and noted on the list each subcontractor's response to the invitation to [*29] bid on the project. It also appears that Harris included some 62 copies of the actual bid invitation letters it sent to the subcontractors. Regardless of the exact counts, we agree with Harris that inclusion of the letters was not required by the bid specifications and Harris's failure to include one, or even three, of them is a trivial irregularity. Furthermore, the bid specifications did not require contact with a particular number of subcontractors and the fact that a few contacts out of over 60 were not properly recorded therefore is inconsequential.

D. Failure to Complete DVBE Dollar Participation Form

Lastly, KH asserts that Harris's bid was nonresponsive because Harris failed to complete the DVBE Dollar Participation form as required. Instead, Harris typed on the form, "NOT APPLICABLE."

The form at issue was intended to show the bid dollar amounts to be performed by DVBE subcontractors the bidder planned to utilize, and the bid dollar amounts to be performed by non-DVBE subcontractors. In Harris's case, where the entire bid was to be performed by non-DVBE subcontractors, the first amount would be \$ 0 and the second amount would be \$ 19,190,000, the [*30] total bid amount. The fact that Harris failed to enter these two numbers did not demonstrate that it failed to substantially comply with the DVBE requirements. These two missing entries are entirely obvious, as is the reason for Harris's conclusion that the form was not applicable; there simply was no DVBE participation and therefore no information to itemize. Although Harris could have entered zeros in the spaces to officially reiterate the lack of DVBE participation, its failure to do so is inconsequential.

E. Conclusion

We again conclude Harris's deviations from the bid DVBE specifications are minor and inconsequential such that their waiver by the District is supported by substantial evidence and was not an abuse of discretion. *

FOOTNOTES

s We need not address KH's issues regarding its evidentiary objections to the declaration of Timothy Marsh (Harris's president and bidder) because we came to our conclusions without reliance on such declaration.

DISPOSITION

Levy, [*31] J.

WE CONCUR:

Vartabedian, Acting P.J.

Buckley, J.

Source: [My Sources](#) > [California](#) > [Filed Cases](#) > [CA Cases, Administrative Decisions & Attorney General Opinions, Combined](#)
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LDW

2:00 AM 22-Jun-10
 Route 238 Corridor Improvements Project #5117
 City of Hayward

ITEM	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
3	Mobilization " our Scope "	LS	1	\$ 200,000.00	\$ 200,000.00
35	Relocate Parking Lot Sign	EA	5	\$ 1,000.00	\$ 5,000.00
36	Relocate Parking Lot Light	EA	14	\$ 2,600.00	\$ 36,000.00
37	Relocate Commercial Sign	EA	2	\$ 1,900.00	\$ 3,800.00
142	Traffic Signal (Location 1 - Mission Blvd @ Industrial Ave)	LS	1	\$ 72,470.00	\$ 72,470.00
143	Traffic Signal (Location 2 - Mission Blvd @ Valle Vista Ave)	LS	1	\$ 170,115.00	\$ 170,115.00
144	Traffic Signal (Location 3 - Mission Blvd @ La Vista Quarry Entrance)	LS	1	\$ 5,765.00	\$ 5,765.00
145	Traffic Signal (Location 4 - Mission Blvd @ Tennaon Road)	LS	1	\$ 243,330.00	\$ 243,330.00
146	Traffic Signal (Location 5 - Mission Blvd @ Hancock St)	LS	1	\$ 144,930.00	\$ 144,930.00
147	Traffic Signal (Location 6 - Mission Blvd @ Calhoun St / Jefferson St)	LS	1	\$ 183,295.00	\$ 183,295.00
148	Traffic Signal (Location 7 - Mission Blvd @ Moreau School access)	LS	1	\$ 141,755.00	\$ 141,755.00
149	Traffic Signal (Location 8 - Mission Blvd @ Sorenson Rd)	LS	1	\$ 183,180.00	\$ 183,180.00
150	Traffic Signal (Location 9 - Mission Blvd @ Harder Rd)	LS	1	\$ 233,990.00	\$ 233,990.00
161	Traffic Signal (Location 10 - Mission Blvd @ Torrance Rd)	LS	1	\$ 71,320.00	\$ 71,320.00
162	Traffic Signal (Location 11 - Mission Blvd @ Berry Ave)	LS	1	\$ 190,040.00	\$ 190,040.00
153	Traffic Signal (Location 12 - Mission Blvd @ Carlos Bee Blvd / Orchard Ave)	LS	1	\$ 246,810.00	\$ 246,810.00
154	Traffic Signal (Location 13 - Mission Blvd @ Highland Blvd / Sycamore Ave)	LS	1	\$ 178,880.00	\$ 178,880.00
155	Traffic Signal (Location 14 - Mission Blvd @ Fletcher Ln)	LS	1	\$ 201,850.00	\$ 201,850.00
156	Traffic Signal (Location 15 - Mission Blvd @ Foothill Blvd - Jackson Blvd)	LS	1	\$ 199,500.00	\$ 199,500.00
157	Traffic Signal (Location 16 - Mission Blvd @ D St)	LS	1	\$ 196,385.00	\$ 196,385.00
158	Traffic Signal (Location 17 - Mission Blvd @ C St)	LS	1	\$ 169,740.00	\$ 169,740.00
159	Traffic Signal (Location 18 - Mission Blvd @ B St)	LS	1	\$ 161,820.00	\$ 161,820.00
160	Traffic Signal Modification (Location 19 - Mission Blvd @ A St)	LS	1	\$ 172,790.00	\$ 172,790.00
161	Traffic Signal (Location 20 - Jackson St @ Watkins Way)	LS	1	\$ 201,390.00	\$ 201,390.00
162	Traffic Signal (Location 21 - Watkins @ D St)	LS	1	\$ 87,590.00	\$ 87,590.00
163	Traffic Signal (Location 22 - Foothill Blvd @ D St)	LS	1	\$ 213,185.00	\$ 213,185.00
164	Traffic Signal (Location 23 - Foothill Blvd @ C St)	LS	1	\$ 158,380.00	\$ 158,380.00
165	Traffic Signal (Location 24 - Foothill Blvd @ B St)	LS	1	\$ 180,445.00	\$ 180,445.00
166	Traffic Signal (Location 25 - Foothill Blvd @ A St)	LS	1	\$ 194,420.00	\$ 194,420.00
167	Traffic Signal (Location 26 - Foothill Blvd @ Russell Way)	LS	1	\$ 5,765.00	\$ 5,765.00
168	Traffic Signal (Location 27 - Foothill Blvd @ City Center Drive (south intersection))	LS	1	\$ 224,045.00	\$ 224,045.00
169	Traffic Signal (Location 28 - Foothill Blvd @ City Center / Hazel Cr)	LS	1	\$ 209,440.00	\$ 209,440.00
170	Traffic Signal (Location 29 - Foothill Blvd @ Grove Way)	LS	1	\$ 201,600.00	\$ 201,600.00
171	Traffic Signal (Location 30 - A St @ Main St)	LS	1	\$ 184,620.00	\$ 184,620.00

172	Traffic Signal (Location 31 - B St @ 2nd St)	LS	1	\$	187,235.00	\$	187,235.00
173	Signal Interconnect (Fiber Optic)	LS	1	\$	654,825.00	\$	654,825.00
174	Temporary Signals and Lighting	LS	1	\$	9,705.00	\$	9,705.00
175	Street Lighting	LS	1	\$	5,687,806.00	\$	5,687,806.00
176	Street Lighting control system	LS	1	\$	659,035.00	\$	659,035.00
Subtotal of Traffic Signals and electrical							\$ 12,390,831.00
176	18" X 36" Joint Trench Excavation & Backfill	LF	7813	\$	66.16	\$	503,699.85
177	18" X 42" Joint Trench Excavation & Backfill	LF	1339	\$	77.16	\$	103,337.33
178	18" X 48" Joint Trench Excavation & Backfill	LF	277	\$	86.20	\$	24,431.40
179	18" X 54" Joint Trench Excavation & Backfill	LF	14856	\$	99.23	\$	1,473,987.38
180	18" X 60" Joint Trench Excavation & Backfill	LF	344	\$	110.25	\$	37,928.00
181	20" X 36" Joint Trench Excavation & Backfill	LF	98	\$	86.20	\$	8,643.60
182	20" X 42" Joint Trench Excavation & Backfill	LF	122	\$	102.80	\$	12,553.60
183	20" X 54" Joint Trench Excavation & Backfill	LF	508	\$	132.30	\$	67,208.40
184	20" X 60" Joint Trench Excavation & Backfill	LF	263	\$	147.00	\$	41,801.00
185	22" X 54" Joint Trench Excavation & Backfill	LF	148	\$	132.30	\$	19,560.40
186	22" X 60" Joint Trench Excavation & Backfill	LF	81	\$	147.00	\$	11,907.00
187	24" X 42" Joint Trench Excavation & Backfill	LF	96	\$	102.80	\$	9,775.50
188	24" X 54" Joint Trench Excavation & Backfill	LF	3164	\$	132.30	\$	418,597.20
189	24" X 60" Joint Trench Excavation & Backfill	LF	1195	\$	147.00	\$	175,665.00
190	26" X 42" Joint Trench Excavation & Backfill	LF	345	\$	128.63	\$	44,375.63
191	26" X 60" Joint Trench Excavation & Backfill	LF	154	\$	183.75	\$	28,297.50
192	30" X 42" Joint Trench Excavation & Backfill	LF	281	\$	128.63	\$	36,143.63
193	30" X 54" Joint Trench Excavation & Backfill	LF	693	\$	135.38	\$	93,667.38
194	30" X 60" Joint Trench Excavation & Backfill	LF	270	\$	183.75	\$	49,612.50
195	Sawcut HMA Pavement for Joint Trench	LF	26038	\$	5.50	\$	137,709.00
196	Sawcut HMA and Concrete Pavement for Joint Trench	LF	8121	\$	6.00	\$	48,988.00
197	2" Conduit (Sch 40 PVC)	LF	833	\$	2.30	\$	1,915.90
198	3" Conduit (Sch 40 PVC)	LF	3288	\$	4.25	\$	14,016.50
199	4" Conduit (Sch 40 PVC)	LF	4882	\$	3.25	\$	16,218.00
200	5" Conduit (Sch 40 PVC)	LF	4109	\$	4.00	\$	16,676.00
201	6" Conduit (Sch 40 PVC)	LF	24882	\$	5.25	\$	130,630.50



CITY OF
HAYWARD

HEART OF THE BAY

July 7, 2010

Marlo Manqueros
Bay Cities Paving & Grading, Inc.
5029 Forni Drive
Concord, CA 94520

VIA U.S. MAIL & FACSIMILE
(925) 687-2122

Re: *Response to Letter Requesting Waiver of Bidding Error*

Dear Mr. Manqueros:

This letter is sent on behalf of the City of Hayward ("City") in response to your correspondence dated June 28, 2010, regarding a bid error by Bay Cities Paving & Grading, Inc. ("Bay Cities") on the Route 238 Project ("Project").

In your letter, you contend that the arithmetical errors in the Bay Cities bid were inconsequential. You further contend the City has discretion to waive the errors and deem Bay Cities the lowest apparent bidder.

We have carefully reviewed your correspondence and relevant case law, and consulted with Public Works staff. We have determined that Bay Cities' errors were material and hereby reject your request to waive the bid deviation. Specifically, we find that your arithmetical mistakes gave Bay Cities the capacity to withdraw its bid without forfeiting the bid bond, thus providing Bay Cities with an unfair competitive advantage over other bidders whose bids contain no mistakes and cannot be withdrawn. (See *Valley Crest Landscape, Inc. v. City Council* (1996) 41 Cal.App.4th 1432, 1438; *Menefee v County of Fresno* (1985) 163 Cal.App.3d 1175, 1181 ["A material typographical or arithmetical mistake justifies relief, and regardless of whether the bidder resorts to relief, the mistake cannot be waived as inconsequential by the contracting entity."].)

Moreover, even if the City could waive Bay Cities' bid irregularity, there is no rule that where the City can waive a deviation, it must do so. (*MCM Construction, Inc. v. City and County of San Francisco* (1998) 66 Cal.App.4th 359, 375.) The court used permissive language to describe an agency's power to waive immaterial deviations:

[A] bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders, or in other words, if the variance is inconsequential.

Attachment IV

Page 16 of 17

OFFICE OF THE CITY ATTORNEY

777 B STREET, HAYWARD, CA 94541-8007

TEL: 510/563-4450 • FAX: 510/563-3860 • TDD: 510/247-3340

Bay Cities
July 7, 2010
Page 2

(*MCM, supra*, citing 47 Ops.Cal.Atty.Gen. 129, 130 (1966), quoted with approval in *Ghilotti Construction Co. v. City of Richmond* (1996) 45 Cal.App.4th 897, 904-905, *Valley Crest, supra*, at pp. 1440-1441; *Konica Business Machines USA, Inc. v. Regents of University of California* (1988) 206 Cal.App.3d 449, 454; and *National Identification Systems, Inc. v. State Bd. of Control* (1992) 11 Cal.App.4th 1446, 1453.)

We have taken your bid and waiver request seriously. The City is committed to providing all bidders a fair opportunity to bid on and be awarded its numerous projects. It is in the City's best interest to have a robust bidding environment. To that end, staff has worked and continues to work diligently towards making sure all bids are handled consistently and fairly.

Very truly yours
Michael Lawson, City Attorney

By:



Cynthia Wang, Deputy City Attorney

CC: Robert Bauman, Public Works Director
Morad Fahkrai, Deputy Director of Public Works

SMITH & BROCKHAGE, LLP

3480 BUSKIRK AVENUE, SUITE 200
PLEASANT HILL, CALIFORNIA 94523

Telephone: (925) 296-0636
Facsimile: (925) 296-0640

RANDALL M. SMITH
rms@smithbrock.com

July 1, 2010

VIA FACSIMILE TRANSMISSION - (510) 583-3610 AND U.S. MAIL

City of Hayward
City Hall Building
777 "B" Street
Hayward, CA 94541-5007

Re: Route 238 Corridor Improvements - Industrial Parkway to Apple Avenue
City of Hayward Project No. 5117
Our File No.: 7560.1

Ladies and Gentlemen:

We represent Gallagher & Burk, Inc. ("G&B"), one of the bidders for the above-referenced contract.

On behalf of G&B, we are hereby protesting the bid submitted by Top Grade Construction, Inc. ("Top Grade") for the above-referenced contract. Please consider this a formal bid protest by G&B.

Preliminarily, we note that, despite G&B's requests, the City of Hayward (the "City") has not yet provided G&B a copy of Top Grade's bid proposal or Top Grade's Good Faith Efforts Report. Accordingly, G&B reserves the right to supplement this protest.

The City did allow one of G&B's representatives to review Top Grade's bid. From this quick initial review, it is readily apparent that Top Grade's bid must be rejected as nonresponsive.

City of Hayward
July 1, 2010
Page 2

TOP GRADE'S BID IS NONRESPONSIVE BECAUSE TOP GRADE FAILED TO SET FORTH A TOTAL PRICE FOR 103 BID ITEMS.

The City's INSTRUCTIONS TO BIDDERS (on page P-3) stated:

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose.

Similarly, Section 2-1.05 of the Caltrans Standard Specifications (which the City stated in Section 2-1.01 (Addendum No. 1) contain "requirements and conditions which [a bidder] must observe in the preparation of the proposal form and the submission of the bid") provides:

The proposal shall set forth the item prices and totals, in clearly legible figures, in the respective spaces provided. . .

Top Grade failed to comply with the City's requirement that bidders set forth the total price for each bid item on the bid proposal form. Specifically, Top Grade failed to put a total price for Bid Item Nos. 151 through 252. Accordingly, in direct violation of the City's explicit requirements, Top Grade failed to put a total price for 103 of the bid items.

Section 3-1.04 (in Addendum No. 1) of the City's specifications provides, in two places:

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

Accordingly, because Top Grade failed to comply with the prescribed requirement that bidders set forth total prices for each bid item, the City must reject Top Grade's bid as nonresponsive.

City of Hayward
July 1, 2010
Page 3

In *Konica Business Machines v. Regents of the University of California*, 206 Cal.App.3d 449, 457 (1988), the Court held that a bid that deviated from the bid requirements had to be rejected as nonresponsive, stating that bidders "were entitled to expect bids which did not meet the specifications would be rejected in favor of those which did or the contract would be rebid." The Court further stated:

The purpose of requiring governmental entities to open the contracts process to public bidding is to eliminate favoritism, fraud and corruption; avoid misuse of public funds; and stimulate advantageous market place competition. Because of the potential for abuse arising from deviations from strict adherence to standards which promote these public benefits, the letting of public contracts universally receives close judicial scrutiny and contracts awarded without strict compliance with bidding requirements will be set aside. This preventative approach is applied even where it is certain there was in fact no corruption or adverse effect upon the bidding process, and the deviations would save the entity money. The importance of maintaining integrity in government and the ease with which policy goals underlying the requirement for open competitive bidding may be surreptitiously undercut, mandate strict compliance with bidding requirements. *Id.* at 456-457. [Citations omitted].

In *Pozar v. Department of Transportation*, 145 Cal.App.3d 269 (1983), the Court held that, in awarding a public works construction contract, a public entity is legally required to make the award in accordance with the terms of its bidding documents.

Here, the City's bid solicitation documents provide that the contract will be awarded "to the lowest responsible bidder whose proposal complies with all the requirements prescribed." Accordingly, the City cannot award the contract to Top Grade because Top Grade's proposal clearly failed to comply with the prescribed requirement that bidders set forth a total price for each bid item.

City of Hayward
July 1, 2010
Page 4

Indeed, because of Top Grade's failure to comply with the City's requirement, Top Grade obtained a competitive advantage over other bidders. Other bidders, such as G&B, who complied with the City's requirement, had to "close" their bids earlier, in order to calculate and write in all of the bid item totals. As a result, they had substantially less time to obtain, analyze and determine the best prices for work, materials and services which were bid upon by subcontractors and suppliers than they would have had if they had completed the bid form like Top Grade did (without putting total bid prices for 103 of the bid items).

Top Grade's bid must be rejected because of Top Grade's failure to fill out its bid form as required by the City's bid solicitation documents.

**TOP GRADE'S BID SHOULD BE REJECTED BECAUSE IT IS
OBVIOUSLY UNBALANCED**

Section 2-1.01 of the City's specifications (in Addendum No. 1) provides:

Proposals in which the prices obviously are unbalanced may be rejected.

Top Grade's bid is obviously grossly unbalanced. For example, Top Grade's price for Bid Item No. 63, HOT MIX ASPHALT (DRIVEWAY CONFORMS) is only \$1 per ton. This price includes the surface preparation (including prime and tack costs), spreading, rolling, compacting, and furnishing all labor, materials (including the asphalt), tools, equipment and incidentals for performing that work. (See, Specification Section 10-1.31). Obviously, this work cannot be performed for \$1 per ton, or anything close to that amount. The Engineer's Estimate for the Bid Item No. 63 work is \$125 per ton, and the average price of the other bidders for that work is \$101.42 per ton. Therefore, although the average total price of the other bidders for Bid Item No. 63 is \$365,112, and the total price for Bid Item No. 63 based on the Engineer's Estimate is \$450,000, Top Grade bid a total price of only \$3,600 for Bid Item No. 63. Accordingly, Top Grade's bid is obviously grossly unbalanced.

City of Hayward
July 1, 2010
Page 5

Another example is the joint trench work (Bid Item Nos. 176 through 218). On the form entitled LIST OF SUBCONTRACTORS AND LBE/SLBE/VSLBE UTILIZATION which Top Grade submitted with its bid, Top Grade listed Valley Utilities for the joint trench work, and stated that the dollar amount of that work was \$2,028,008. Yet, Top Grade's prices for that work total \$4,594,638, which is \$2,566,630 more than its subcontractor's price for the work. Thus, again, it is obvious that Top Grade unbalanced its bid.

The unbalancing is also evident when specific joint trench bid items are examined. For example, the average of the Engineer's Estimate and the bid prices of the other bidders for Bid Item No. 179 is \$56.47 per linear foot, while Top Grade bid \$100.50 per linear foot for that bid item. Similarly, the average of the Engineer's Estimate and the bid prices of the other bidders for Bid Item No. 188 is \$66.94 per linear foot, while Top Grade bid \$134 per linear foot for that bid item.

The City included separate bid items for the work – such as the bid items for asphalt and joint trench work – so that bidders would specifically price those items of work. If bidders, such as Top Grade, were allowed to submit grossly unbalanced bids, where bid prices which the City requires to be broken out bear no reasonable relationship to the cost of the work performed under those bid items, the whole purpose of requiring bidders to break out their bids into various bid items would be defeated. Moreover, there would be an obvious detrimental impairment to the competitive bidding system, and bidders who do not follow the rules set by the City, such as Top Grade, would be given a competitive advantage over bidders who follow the rules.

A good example is Bid Item No. 63, HOT MIX ASPHALT (DRIVEWAY CONFORMS). Top Grade bid this work for the nominal amount of only \$1 per ton. By bidding only a nominal amount for this bid item, Top Grade's bid exploits an estimating error in the quantity set forth on the bid sheet for that bid item. The bid sheet reflects a quantity of 3,600 tons for Bid Item No. 63. This quantity is more than ten times the actual quantity of the Bid Item No. 63 work shown in the plans. Because the City pays the contractor for the Bid Item No. 63 work based upon the actual tons of asphalt installed (rather than the erroneous estimated quantity set forth on the City's

City of Hayward
July 1, 2010
Page 6

bid form), the underrun in quantities would greatly reduce the amount the City would pay other bidders, while having only a negligible effect on Top Grade's total contract price. Accordingly, because Top Grade artificially skewed its pricing to bid some of the work below cost, where the estimated quantities are too high, it is highly questionable whether award to Top Grade would result in the lowest cost to the City.

Another example of Top Grade's unbalanced bidding is the joint trench work. The joint trench work is one of the first orders of work, which will commence at the beginning of the project. As discussed above, Top Grade's prices for this work are obviously far in excess of the actual cost of the work (Top Grade's bid is \$2,566,630 more than its subcontractor's price for the work). Moreover, the Bid Item No. 63 work for which Top Grade bid only the token amount of \$1 per ton is work which is to be performed toward the end of the project. Accordingly, Top Grade has "front loaded" its bid, so that it can obtain payments from the City early in the job which would be far above the actual cost of the work. Accordingly, by unbalancing its bid, Top Grade would be able to obtain an advantage not enjoyed by other bidders who did not unbalance their bids: the use of interest-free money from the City for a substantial period of time. Just considering Top Grade's unbalancing of the joint trench work and the Bid Item No. 63 work, the value of this competitive advantage, based upon the legal rate of interest of 10 percent per annum, would be almost \$300,000 per year.

Top Grade's bid should be rejected because it is obviously unbalanced.

OTHER GROUNDS FOR REJECTION OF TOP GRADE'S BID

Based upon G&B's limited review of Top Grade's bid, it appears that Top Grade may have failed to meet the goal for LBE participation. G&B will defer discussion of this issue and other possible grounds for protesting Top Grade's bid until after the City has provided G&B with copies of Top Grade's bid proposal and Top Grade's Good Faith Efforts Report, and G&B has had a chance to thoroughly evaluate these documents. G&B again requests that the City promptly provide copies of these documents to G&B.

City of Hayward
July 1, 2010
Page 7

CONCLUSION

For the reasons set forth above, G&B respectfully requests that the City reject Top Grade's bid, and that award of the above-referenced contract be awarded to G&B, the low responsive, responsible bidder.

Very truly yours,

SMITH & BROCKHAGE, LLP



Randall M. Smith

RMS/mt

7560.1/City of Hayward Route 238 Bid Protest.doc



CITY OF
HAYWARD

HEART OF THE BAY

July 8, 2010

Randall Smith
Smith & Brockhage, LLP
3480 Duskirk Ave. Suite 200
Pleasant Hill, CA 94523

VIA US MAIL

Re: *Response to Bid Protest for Route 238 Corridor Improvements – Industrial Parkway to Apple Avenue, City of Hayward Project No. 5117*

Dear Mr. Smith:

This letter responds to your correspondence dated July 1, 2010, making a bid protest on behalf of Gallagher & Burk, Inc. on the above-referenced project ("Project").

In your letter, you contend that the lowest apparent bidder, Top Grade Construction, Inc. ("Top Grade"), submitted a non-responsive bid on the following bases: (1) that Top Grade's bid was incomplete absent a total price for multiple bid items; (2) that Top Grade's bid was obviously unbalanced; and (3) that Top Grade failed to meet the goal for LBE participation.

We have carefully reviewed your bid protest and consulted with the Hayward Public Works staff. We have determined that the apparent low bidder's bid is responsive and hereby reject your bid protest. While it is true that Top Grade listed unit prices and did not list total prices for bid item Nos. 151 through 252, the omission does not render the bid unresponsive. We find the omission immaterial, because it does not facilitate favoritism or corruption, and does not endow Top Grade with a competitive advantage. This is particularly true in light of the Directions to Bidders, which provides: "In the case of a discrepancy between the item price and the total set forth for the item, the item price shall prevail ..."

We have also determined that the balancing on Top Grade's bid does not constitute a material variation. By entering its bid, Top Grade attests that it will be able to perform the contract work required by the specifications at the costs they have set forth. Whether a bidder can perform at its bid price is a matter of bidder responsibility. It is the bidder's obligation at the time of performance to deliver according to the project specifications; the City leaves the means and methods for delivery of the project to the contractor. Additionally, the City has conducted a risk analysis and found that an award to Top Grade will not result in the City's payment above the bid price or otherwise present an unacceptable level of risk to the City.

Lastly, staff concluded that Top Grade indeed meets the Local Business and Small Local Business goals of 60% and 20%, respectively, as required for the Project.

OFFICE OF THE CITY ATTORNEY

777 B STREET, HAYWARD, CA 94541-5007
TEL: 510/883-4450 • FAX: 510/883-3660 • TDD: 510/247-3340
Attachment V

Page 8 of 9

While we do not agree that there is a bid irregularity here, to the extent that it may exist, public entities have some discretion in interpreting and enforcing their bidding rules, including the right to waive inconsequential bid irregularities. The court in *McM Construction, Inc. v. City and County of San Francisco* ("*McM*") (1998) 66 Cal.App.4th 359 at 369, held that the rule of strict compliance with bidding requirements does not preclude a contracting entity from waiving inconsequential deviations, providing: "... [T]he deviation must be capable of facilitating corruption or extravagance, or likely to affect the amount of bids ..." *Id.* at 370. This affirms the court's analysis two years earlier in *Ghilotti Construction Co. v. City of Richmond* (1996), 45 Cal.App.4th 897, 209:

[I]t is further well established that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential.

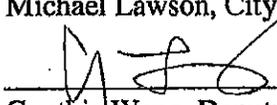
Please be advised that our office takes your bid and bid protest seriously. The City is committed to providing all bidders a fair opportunity to bid on and be awarded its numerous projects. It is in the City's best interest to have a robust bidding environment. To that end, staff has worked and continues to work diligently towards making sure all bids are handled consistently and fairly.

The City reiterates its position that your bid protest on the Route 238 Corridor Improvements Project is rejected, but encourages Gallagher & Burk, Inc. to consider bidding on future projects.

Please contact me if you have any questions.

Very truly yours,
Michael Lawson, City Attorney

By:


Cynthia Wang, Deputy City Attorney

CC: Robert Bauman, Public Works Director
Morad Fakhrai, Deputy Public Works Director

SMITH & BROCKHAGE, LLP
3480 BUSKIRK AVENUE, SUITE 200
PLASANT HILL, CALIFORNIA 94523
Telephones: (925) 296-0636
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CC: ENGINEERING -
Morad
RANDALL M. SMITH
rm@smithbrock.com

July 9, 2010

VIA FACSIMILE TRANSMISSION - (510) 583-3610 AND U.S. MAIL

City of Hayward
City Hall Building
777 "B" Street
Hayward, CA 94541-5007

Re: Route 238 Corridor Improvements - Industrial Parkway to Apple Avenue
City of Hayward Project No. 5117
Our File No.: 7560.1

Ladies and Gentlemen:

As you know, we represent Gallagher & Burk, Inc. ("G&B"), one of the bidders for the above-referenced contract.

On behalf of G&B, we previously sent the City of Hayward (the "City") a letter dated July 1, 2010, protesting the bid submitted by Top Grade Construction, Inc. ("Top Grade") for the above-referenced contract.

Since sending you our letter dated July 1, 2010, the City has provided us copies of Top Grade's bid proposal and Top Grade's Good Faith Efforts Package. Based on our review of these documents, we are writing to supplement our prior protest letter.

TOP GRADE'S BID IS NONRESPONSIVE BECAUSE TOP GRADE FAILED TO SET FORTH A TOTAL PRICE FOR 103 BID ITEMS.

As stated in our prior letter, because Top Grade failed to comply with the City's requirement that bidders set forth total prices for each bid item (and, indeed, failed to put a total price for 103 of the bid items), the City must reject Top Grade's bid as nonresponsive.

City of Hayward

July 9, 2010

Page 2

In our prior letter, we pointed out, among other things, that because of Top Grade's failure to comply with the City's requirement, Top Grade obtained a competitive advantage over other bidders. Other bidders, such as G&B, who complied with the City's requirement, had to "close" their bids earlier, in order to calculate and write in all of the bid item totals. As a result, they had substantially less time to obtain, analyze and determine the best prices for work, materials and services which were bid upon by subcontractors and suppliers than they would have had if they had completed the bid form like Top Grade did (without putting total bid prices for 103 of the bid items).

A good example of this is the electrical work. Columbia Electrical ("Columbia") submitted a very late subcontract bid for the electrical work. G&B received Columbia's bid at 1:51 p.m. on bid day - nine minutes before bidding closed. Even though Columbia's bid was substantially lower than any other electrical bid received by G&B, G&B was unable to use Columbia's lower price (which it would have done), because it had to close its bid before receiving that price in order to calculate and write in the bid item totals, as required by the City. If G&B had violated the City's requirement that bid item totals be listed, as Top Grade did, and not calculated and written in the bid item totals for 103 of the bid items, G&B would have had time to and would have included Columbia's price for the electrical work, which would have reduced the amount of G&B's bid.

Top Grade, on the other hand, was able to use Columbia's lower bid price. The first entry on Top Grade's LIST OF SUBCONTRACTORS AND LBE/SLBE/VSLBE UTILIZATION is the listing of Saint Francis for the electrical work in the amount of \$12,510,739. This listing was crossed out by Top Grade, and replaced with the last listing on the form: the listing of Columbia for the electrical work in the amount of \$11,945,200. Accordingly, Top Grade was able to reduce its bid by \$573,789 by listing Columbia instead of St. Francis. However, Top Grade did not thereafter have time to put in the total bid item prices for 103 of the bid items, including bid items for the electrical work (Bid Item Nos. 151-175).

As this example illustrates, Top Grade obtained a clear competitive advantage over other bidders by its failure to comply with the City's requirement that bidders put total prices for each of the bid items.

City of Hayward
July 9, 2010
Page 3

TOP GRADE'S BID IS NON-RESPONSIVE BECAUSE OF ITS MISTAKES IN LISTING SUBCONTRACTORS

Top Grade made mistakes in stating the dollar amount of its subcontractor work for three of its listed subcontractors on the LIST OF SUBCONTRACTORS AND LBE/SLBE/VSLBE UTILIZATION (the "Subcontractor Listing Form") which was a part of Top Grade's bid. On the select/reject listing which Top Grade submitted, after bid opening, as part of the Good Faith Efforts documentation, Top Grade states that the dollar amount of Valley Utility's work is \$2,411,717. Yet, on the Subcontractor Listing Form that Top Grade submitted as part of its bid, Top Grade stated that the dollar amount of Valley Utility's work was only \$2,028,008 – a difference of almost \$400,000. Similarly, in Top Grade's select/reject listing, Top Grade states that the dollar amount of Linear Options' work is \$454,577, while Top Grade listed Linear Options for \$544,577 on its Subcontractor Listing Form – a difference of almost \$100,000. In addition, in Top Grade's select/reject listing, Top Grade states that the dollar amount of Valley Crest's work is \$3,348,675, while Top Grade listed Valley Crest for only \$2,328,175 on its Subcontractor Listing Form – a difference of over a million dollars.

Because Top Grade misstated the dollar amounts of the work to be performed by listed subcontractors in its bid, the City is legally required to reject Top Grade's defective bid.

In *Valley Crest Landscape, Inc. v. City Council of the City of Davis*, 41 Cal.App.4th 1432 (1996), the court held that where a bidder makes a mistake in stating the percentage of work to be done by a subcontractor in its bid, a public entity has no choice except to reject the bid. The court reasoned, in part, as follows:

[W]e conclude North Bay had an unfair advantage because it could have withdrawn its bid. Misstating the correct percentage of work to be done by a subcontractor is in the nature of a typographical or arithmetical error. It makes the bid materially different and is a mistake in filling out the bid. As such, under Public Contract Code section 5102, North Bay could have sought relief by giving the City notice of the mistake within five days of the opening of the bid. That

City of Hayward
July 9, 2010
Page 4

North Bay did not seek out such relief is of no moment. The key point is that such relief was available. Thus, North Bay had a benefit not available to the other bidders; it could have backed out. Its mistake, therefore, could not be corrected by waiving an irregularity.® (*Id.* at 1442).

Similarly, in *MCM Construction, Inc. v. City and County of San Francisco*, 66 Cal.App.4th 359 (1988), the Court held that the City of San Francisco was required to reject a contractor's bid because the bidder had failed to comply with a bid solicitation requirement that it state on its List of Subcontractors, the dollar amounts of work to be performed by several subcontractors, even though there was no statutory requirement that such amounts be provided. The Court reasoned in part as follows:

City and Myers do not contend the failure to list the dollar amount of work to be performed by each subcontractor could have affected the amount of the bid. Rather, they contend that MCM received an advantage or benefit not allowed other bidders in that it was given the opportunity to withdraw its bid. Several cases have concluded that A[w]aiver of an irregularity in a bid should be allowed if it would not give the bidder an unfair advantage by allowing the bidder to withdraw its bid without forfeiting its bid bond. [Citation.]® (*Valley Crest, supra*, at p. 1442, 49 Cal.Rptr.2d 184, citing *Menefee v. County of Fresno, supra*, 163 Cal.App.3d 1175, 1178-1181, 210 Cal.Rptr. 99.)

In *Valley Crest*, the court found the bidder had an unfair advantage where it could have withdrawn its bid under Public Contract Code section 5103. A misstating the correct percentage of work to be done by a subcontractor is in the nature of a typographical or arithmetical error. It makes the bid materially different and is a mistake in filling out the bid. As such, under Public Contract Code section 5103, North Bay [the low bidder] could have sought relief by giving the City notice of the mistake within five days of opening the bid. That North Bay did not seek such relief is of no moment. The key point is that such relief was

City of Hayward
July 9, 2010
Page 5

available. Thus, North Bay had a benefit not available to the other bidders; it could have backed out. Its mistake, therefore, could not be corrected by waiving an irregularity. (Id. at p. 1442, 49 Cal.Rptr.2d 184.)

Valley Crest held that misstating the correct percentage of work to be done by a subcontractor was in the nature of a typographical or arithmetical error. It makes the bid materially different and is a mistake in filling out the bid. As such, the contractor could have sought relief under section 5103. Consequently, the contractor's ability to withdraw its bid without forfeiting its bond constituted an unfair advantage and the city could not waive the irregularity. (Valley Crest, supra, 41 Cal.App.4th 1432, 1442, 49 Cal.Rptr.2d 184.)

We believe the failure to state dollar amounts of work to be performed by seven of nine subcontractors is, like the misstatement of the correct percentage of work to be done by subcontractors in Valley Crest, in the nature of a typographical or arithmetical error. As such, MCM could have sought relief under the statute and had an advantage not available to other bidders. The City was without power to waive the deviation. [Id. at 375-377.]

Thus, in *MCM Construction, Inc. v. City and County of San Francisco, supra*, and *Valley Crest Landscape, Inc. v. City Council of the City of Davis*, 41 Cal.App.4th 1432 (1996), it was held that a bid must be rejected if a bidder makes mistakes on its subcontractor listing form or fails to provide the information which the public entity has stated must be included on that form. In both of these decisions, the court held that a public entity had no choice except to reject bids which did not accurately provide the information which the public entity had stated was to be included on the subcontractor listing form – even though the incorrect or missing information was not required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et. seq.).

City of Hayward
July 9, 2010
Page 6

Accordingly, the City is legally required to reject Top Grade's bid because of the mistakes Top Grade made on its subcontractor listing form.

**TOP GRADE FAILED TO MEET THE LBE GOAL AND FAILED TO MAKE A
GOOD FAITH EFFORT TO MEET THE GOAL**

In the worksheet which Top Grade submitted with its Good Faith Efforts Package, Top Grade claims that it is performing \$16,747,534 for "GC, Grading, Paving, Site Work." Yet, if one adds up all of the work items which may be included in this description, the total is only \$15,203,192, as set forth in the attached listing. Moreover, Top Grade has listed Carter's Trucking for \$1,870,000 of the work to be performed under these bid items, so the amount performed by Top Grade would need to be reduced by \$1,870,000 to \$13,333,192. Furthermore, this \$13,333,192 amount assumes that 100 percent of the \$4,000,000 Mobilization bid item is for Top Grade's work alone, and none of that bid item is for subcontractor work.

Also, on Top Grade's worksheet, Top Grade claims that its Non-LBE/SLBE/VSLBE Subcontractors will be performing \$14,531,794.55 of work. Yet, if one adds up the amounts just for Top Grade's listed Non-LBE/SLBE/VSLBE Subcontractors, the total is \$15,161,922, as shown on the enclosed sheet. This total does not include any amounts for subcontractors which Top Grade did not list (i.e., subcontractors performing less than one half of one percent of the bid total).

In addition, it is our understanding that Top Grade received a bid from an LBE, Granite's Construction, for the furnishing of asphalt. Yet, in Top Grade's Good Faith Efforts Package, there is no mention of this bid. Even though Top Grade does not have an asphalt plant and therefore cannot furnish the asphalt itself, it is claiming credit toward the LBE goal for the furnishing of asphalt, which has a price of approximately \$6,000,000. Moreover, Top Grade has failed to explain why it failed to utilize an LBE to furnish the asphalt.

We also note that, in Top Grade's Good Faith Efforts Package, Top Grade failed to provide the City with any of the subcontractor or supplier quotes it received, making it impossible for the City to verify the representations contained in Top Grade's accept/reject listing.

City of Hayward
July 9, 2010
Page 7

Top Grade's bid should be rejected because of Top Grade's failure to meet the LBE goal for the project, and failure to make a good faith effort to meet that goal.

**TOP GRADE MISTAKENLY LISTED M.F. MAHER FOR WORK
MAHER DID NOT BID**

On its Subcontractor Listing Form, Top Grade listed M.F. Maher ("Maher") for "Misc. Concrete" in the amount of \$3,621,194. On its select/reject list, Top Grade stated that it did not use Bay Area Concrete, Inc., an LBE, for this work, because Bay Area Concrete, Inc. did not submit a complete package for the Misc. Concrete work, but instead only bid a portion of the work.

It is our understanding that Maher's bid did not include the ASB cushion work, which is approximately \$900,000 of the Misc. Concrete work (ASB cushion work is included as part of the work in each of the bid items for Misc. Concrete). Yet, Top Grade listed Maher for all of the Misc. Concrete work.

Accordingly, it appears that Top Grade made yet another mistake in its bid, which would have allowed it to claim a mistake in bid pursuant to Public Contract Code section 5102. Thus, pursuant to the California case law discussed above, Top Grade's bid must be rejected as non-responsive.

Moreover, since it appears that Maher did not submit a bid for the complete package of Misc. Concrete work, Top Grade's excuse for rejecting the bid of an LBE appears questionable.

**TOP GRADE'S BID SHOULD BE REJECTED BECAUSE IT IS
OBVIOUSLY UNBALANCED**

As set forth in our letter dated July 1, 2010, Top Grade's bid should also be rejected because it is obviously unbalanced. Our further review of Top Grade's bid does not change the analyses and conclusions in our prior letter.

City of Hayward
July 9, 2010
Page 8.

CONCLUSION

For the reasons set forth above, G&B respectfully requests that the City reject Top Grade's bid, and that award of the above-referenced contract be awarded to G&B, the low responsive, responsible bidder.

Very truly yours,

SMITH & BROCKHAGE, LLP



Randall M. Smith

RMS/mt
7560.1/City of Hayward Route 238 Letter 2.doc

Topgrade Items		
2	WATER POLLUTION CONTROL	100,000.00
3	MOBILIZATION	4,000,000.00
5	TRAFFIC MANAGEMENT PLAN	2,500.00
6	TRAFFIC CONTROL SYSTEM	150,000.00
9	REMOVE NEWS STAND	3,258.00
12	RELOCATE BENCH	300.00
13	RESET TRASH RECEPTICAL	2,430.00
14	RESET NEWSSTAND	3,900.00
15	RESET BENCH	1,590.00
16	RESET BIKE RACK	585.00
17	RESET PAY TELEPHONE	300.00
18	REMOVE PEDESTRIAN BARRICADE	480.00
19	REMOVE BIKE RACK	100.00
20	REMOVE ASPHALT CONCRETE DIKE	60.00
22	REMOVE BASE AND SURFACING	67,620.00
23	COLD PLANE AC PAVEMENT (2" MIN)	260,370.00
24	REMOVE CONCRETE (MEDIAN CURB)	15,295.00
25	REMOVE CONCRETE (CURB AND GUTTER)	81,040.00
26	REMOVE CONCRETE (SIDEWALK AND MEDIAN PAVING)	270,000.00
27	REMOVE CONCRETE (RETAINING WALL)	860.00
28	REMOVE BRICK WALL	1,050.00
29	REMOVE CONCRETE PAVEMENT	94,160.00
35	RELOCATE PARKING LOT SIGN	5,000.00
38	REMOVE TRASH ENCLOSURE	475.00
39	REMOVE BOLLARD	2,821.00
58	DEVELOP WATER SUPPLY	10,000.00
59	ROADWAY EXCAVATION	1,786,800.00
60	IMPORTED BORROW	1,760.00
61	AGGREGATE SUBBASE (CLASS #)	267,600.00
62	HOT MIX ASPHALT (TYPE A)	6,630,000.00
63	HOT MIX ASPHALT (DRIVEWAY CONFORMS)	3,600.00
64	HOT MIX ASPHALT (FULL DEPTH SPOT REPAIRS)	1,300,600.00
128	MUNICIPAL PARKING LOT SIGN (TYPE F1)	20,400.00
127	INSTALL NEWS STAND AND BOXES	2,760.00
234	MANUFACTURED STONE VENEER (DE ANZA PARK)	28,000.00
238	PRECAST CONCRETE COLUMN AND CAP (SAN LORENZO CREEK BRIDGE)	25,500.00
238	PRECAST CONCRETE COLUMN AND CAP (TALL) (FOOTHILL/MAPLE GATEWAY)	10,200.00
237	PRECAST CONCRETE COLUMN AND CAP (SHORT) (FOOTHILL/MAPLE GATEWAY)	18,300.00
238	PRECAST CONCRETE PLANTER WALL CAP (FOOTHILL/MAPLE GATEWAY)	7,600.00
239	PRECAST CONCRETE MONUMENT SIGN BASE (DE ANZA PARK)	11,000.00
240	PRECAST CONCRETE FASCIA AND WALL CAP (MISSION/A STREET GATEWAY)	11,000.00
Total		15,203,182.00

TOP GRADE'S LISTED NON-LBE SUBCONTRACTORS¹

Valley Utility	\$2,411,717.00
M.F. Maher	\$3,621,194.00
Valley Crest	\$3,349,675.00
Flouresco	\$787,410.00
Linear Options	\$454,577.00
Telfor	\$497,424.00
Riley's	\$518,015.00
Sonco	\$3,521,940.00
TOTAL	\$18,161,952.00²

¹ This does NOT include any amounts for subcontractors which Top Grade did not list (i.e., subcontractors performing less than one-half of one percent of the bid total).

² The amounts for Valley Utility, Valley Crest and Linear Options are as set forth on the select/reject listing Top Grade submitted with its good faith efforts package, which the other dollar amounts are set forth on Top Grade's Subcontractor listing.



CITY OF
HAYWARD
HEART OF THE BAY

July 14, 2010

Randall Smith, Esq.
Smith & Brockhage, LLP
3480 Duskirk Ave. Suite 200
Pleasant Hill, CA 94523
rms@smithbrock.com

VIA E-MAIL AND US MAIL

Marlo Manqueros, Esq.
Bay Cities Paving & Grading, Inc.
5029 Forni Drive
Concord, CA 94520
MManqueros@BayCities.US

Re: *Response to Supplemental Bid Protest and Bid Protest for Route 238 Corridor Improvements – Industrial Parkway to Apple Avenue, City of Hayward Project No. 5117*

Dear Mr. Smith and Mr. Manqueros:

This letter responds to correspondence dated July 9, 2010 and July 12, 2010, making a supplemental bid protest and a bid protest on behalf of Gallagher & Burk, Inc. ("G&B") and Bay Cities Paving & Grading, Inc. ("Bay Cities"), respectively, on the above-referenced project ("Project"). Since you have made similar arguments in support of your bid protests, we are responding to you jointly.

We have carefully reviewed both your bid protests and consulted with the Hayward Public Works staff. We conclude that the bid of Top Grade Construction, Inc. ("Top Grade"), the apparent low bidder, is responsive, and hereby reject your bid protests.

We further note that G&B raised only one new argument in its supplemental bid protest, and that this office addressed its prior arguments in our July 8, 2010 letter rejecting G&B's original bid protest. Nonetheless, this correspondence contains additional explanation of the City's basis for finding Top Grade's bid responsive and also addresses the arguments raised by Bay Cities.

OFFICE OF THE CITY ATTORNEY

777 B STREET, HAYWARD, CA 94541-5007
Attachment VI
TEL: 510/583-4450 • FAX: 510/583-3660 • TDD: 510/247-3340

Page 12 of 17

Top Grade's Omission of Some Total Prices Neither Renders the Bid Unresponsive Nor Provides a Competitive Advantage

Top Grade indeed listed only unit prices and omitted total prices for bid item nos. 151 through 252. However, we have found that this omission does not render the bid unresponsive. As we previously indicated, the Directions to Bidders for this Project supplied by the City contains the following language regarding discrepancies between per-unit and unit price totals:

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the 'Total' column, then the amount set forth in the 'Total' column shall prevail in accordance with the following.

The bidding instructions control the City's response to bid discrepancies. In *Pozar v. Department of Transportation* (1983) 145 Cal.App.3d 269, the court held that a contracting agency has a ministerial duty to follow its own bidding directions. There, the bidder mistakenly filled out the bid item's total price but correctly inserted the item price. Caltrans' legal department concluded the bid was unresponsive due to the discrepancy. However, the court disagreed and held that Caltrans had a duty to follow its own bidding directions, requiring Caltrans to recalculate the bid using the listed unit price. Despite the fact that Top Grade failed to list a significantly larger number of total calculations than the bidder in *Pozar*, as Bay Cities pointed out, *Pozar* authorizes the City to resolve bidding discrepancies in compliance with the bidding instructions.

G&B also alleged that by listing only unit prices for certain items, Top Grade gained a competitive advantage (e.g., G&B was unable to use Columbia Electric). As Top Grade noted in its response to the supplemental bid protest, Columbia Electric is a certified Local Small Business Enterprise. The bid documents supplied by the City instructed all bidders to make good faith efforts to include subcontractor bids from LBE/SLBE/VSLBE firms. All of the bidders had the same opportunity to incorporate Columbia Electric's unit prices into their bids. Additionally, Top Grade did calculate the sum total of all the items. The total listed is equivalent to the sum of all of its bid items, meaning that Top Grade expended the time to properly calculate the unit price totals. The Directions for Bidders cited above similarly applied equally to all bidders. As a result, we do not find that the omissions endowed Top Grade with any advantage not conferred to other bidders.

Top Grade Did Not Misstate The Dollar Amount Of Work To Be Performed By Its Subcontractors

G&B also claimed that Top Grade erroneously listed the amount of work to be performed by subcontractors, citing *MCM Construction, Inc. v. City and County of San Francisco* (1998) 66 Cal.App.4th 359 (“MCM”), and *Valley Crest Landscape, Inc. v. City Council of the City of Davis* (1996) 41 Cal.App.4th 1432 (“Valley Crest”). Both of the cited cases are inapposite for the point asserted. In the former case, MCM failed to list prices to be paid to seven out of nine subcontractors on its bid despite being specifically required to do so by the bid documents. As such, failure to state dollar amounts for work to be performed by the subcontractors constituted an error allowing MCM to withdraw its bid under Public Contract Code §5103. The public agency therefore was precluded from waiving the error under State law. In *Valley Crest*, the bid specifications required the bidder to perform at least 50 percent of the work itself and to set forth in the bid the percentage of work to be performed by each subcontractor. The low bidder listed subcontractor work as comprising 83 percent of its bid, also resulting in a Public Contract Code §5103 mistake. Both these cases are distinguishable for the facts at hand. Each involved a bidder making a typographical or arithmetical error related to a material element of the bid, as specifically directed in the bid specifications, that allowed the bidder to withdraw its bid without penalty pursuant to Public Contract Code § 5103. The current facts are distinguishable. The City’s bid specifications do not require the listing of any subcontractor prices or percentages outside of proof of meeting LBE/SLBE/VSLBE goals (See instructions on sheet P-8).

Moreover, the argument that Top Grade made a subcontractor listing error is based solely on the rejected LBD/SLBE/VSLBE form, which was not a required component of Top Grade’s bid because Top Grade met the required LBE and SLBE goals. The rejected LBD/SLBE/VSLBE form does not require the listing of any dollar amounts unless the reason for rejection was a higher bid, and the amounts have no relationship to Top Grade’s bid documents. As such, to the extent there was an error, it was not related to a material element of the bid.

Top Grade Met The LBE Goal

As stated in the City’s prior correspondence to G&B, we concluded that Top Grade indeed met the Local Business and Small Local Business goals of 60% and 20%, respectively, as required for the Project. Please see the attached LBE/SLBE/VSLBE Utilization form provided by Top Grade, which demonstrates the fulfillment of the required goals. Though you have alleged that Top Grade’s calculations are not justified, bid item pricing alone generally does not accurately reflect subcontractor participation. As an example, staff could not discern a relationship relationship between what St. Frances Electric submitted to all bidders and the numbers listed for electrical work in G&B’s bid, which reports to be based on using St. Frances. Absent additional information, it is virtually impossible to apportion responsibility for items between contractors and subcontractors. The City thus reasonably relies on the LBE/SLBE/VSLBE information provided in Top Grade’s bid.

Top Grade Did Not List M. F. Maher For Work M. F. Maher Did Not Bid

G&B alleges that Top Grade should have accepted Bay Area Concrete's bid and that it listed M.F. Maher for work it did not bid. Top Grade has responded that it did not accept Bay Area Concrete's bid because it entered an incomplete bid for the Miscellaneous Concrete work. Meanwhile, M.F. Maher provided pricing for the complete scope of work for Miscellaneous Concrete, with the exception of the preparation of Aggregate Subbase, which Top Grade is self-performing.

The Balancing in Top Grade's Bid Did not Render it Unresponsive

Despite arguments that Top Grade's bid is unbalanced, neither G&B nor Bay Cities identified any case law or statutory authority that renders Top Grade's bid unresponsive based on balancing issues. Unless the City finds that an award to the bidder would cause the project cost to exceed the bid price, the question of whether a bidder can perform at its bid price is a matter of bidder responsibility. If a bidder lists a price lower than the engineer's estimate, that bidder is assuming the risk of incurring a loss in profit. As we have stated before, it is the bidder's obligation at the time of performance to deliver according to the project specifications; the City leaves the means and methods for delivery of the project to the contractor.

Conclusion

While we do not agree that there are any bid irregularities here, to the extent that they may exist, public entities have some discretion in interpreting and enforcing their bidding rules, including the right to waive inconsequential bid irregularities. The court in *McM, supra*, at 369, stands for the proposition that the rule of strict compliance with bidding requirements does not preclude a contracting entity from waiving inconsequential deviations, providing: "... [T]he deviation must be capable of facilitating corruption or extravagance, or likely to affect the amount of bids ..." *Id.* at 370. This affirms the court's analysis two years earlier in *Ghilotti Construction Co. v. City of Richmond* (1996), 45 Cal.App.4th 897, 209:

[I]t is further well established that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential.

Please be advised that our office takes your bids and bid protests seriously. The City is committed to providing all bidders a fair opportunity to bid on and be awarded its numerous projects. It is in the City's best interest to have a robust bidding environment. To that end, staff has worked and continues to work diligently towards making sure all bids are handled consistently and fairly.

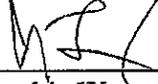
Response to Bid Protest from G&B and Bay Cities
July 14, 2010
Page 5

The City reiterates its position that your bid protests on the Route 238 Corridor Improvements Project are rejected, but encourages Gallagher & Burk, Inc., and Bay Cities Paving & Grading, Inc., to consider bidding on future projects.

Please contact me if you have any questions.

Very truly yours,
Michael Lawson, City Attorney

By:


Cynthia Wang, Deputy City Attorney

Attachment: Top Grade LBE/SLBE/VSLBE Utilization Sheet

CC: Robert Bauman, Public Works Director
Morad Fakhrai, Deputy Public Works Director
Brian Gates, Top Grade Construction (briangates@topgradeconstruction.com)

TOP GRADE CONSTRUCTION, INC.

**LBE / SLBE / VSLBE UTILIZATION
ROUTE 238 CORRIDOR IMPROVEMENTS BID**

COPY

Top Grade Bid Amount	\$50,297,424.10
Administrative Contract Change	
Order Allowance	<u>-5,000,000.00</u>
	\$45,297,424.10

LISTED SLBE/VSLBE SUBCONTRACTORS

Columbia Electric	SLBE	\$11,945,200.00
DeKey Demolition	SLBE / VSLBE	\$202,895.00
Carter's Trucking	SLBE / VSLBE	<u>\$1,870,000.00</u>
	Total	\$14,018,095.00

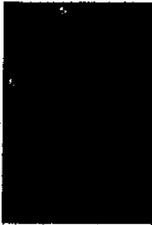
30.95% SLBE

NON LBE / SLBE / VSLBE SUBCONTRACTORS \$14,531,794.55

LBE / SLBE / VSLBE TO PERFORM

Top Grade Self Performed Work	LBE	\$16,747,534.55
SLBE/VSLBE Sub's Listed		<u>\$14,018,095.00</u>
	Total	\$30,765,629.55

67.92% LBE



BAY CITIES PAVING & GRADING INC.

Bus: 5029 Forni Drive, Concord, CA 94520
(925) 687-6666
Fax (925) 687-2122

Mall: Post Office Box 6227, Concord, CA 94524-1227

ROUTE TO	DATE	INITIAL
	DIV PUBLIC WORKS	
	CITY ENGR.	
	FILE	

July 12, 2010

City of Hayward
777 B Street
Hayward, CA 94541-5007

Attn: Robert A. Bauman, Deputy Director of Public Works

Re: Route 238 Corridor Improvements, Industrial Parkway to Apple Avenue

Dear Mr. Bauman,

Top Grade Construction ("Top Grade") was the apparent low bidder on the above-referenced Project. Bay Cities hereby protests Top Grade's bid for discrepancies in Top Grade's bid that provided it with advantages over other bidders.

THE CITY SHOULD REJECT TOP GRADE'S BID BECAUSE RECEIVED AN ADVANTAGE NOT ALLOWED TO OTHER BIDDERS

TOP GRADE'S BID FAILURE TO LIST 103 TOTAL PRICES GAVE TOP GRADE A TIME ADVANTAGE OVER OTHER BIDDERS

A primary obligation for any bidder is to submit a bid which conforms to the call for bids. For instance, the City's Instructions to Bidders states:

"The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in respective spaces provided for this purpose."

Furthermore, the City's specifications incorporate State of California's Standard Specification and these specifications require that:

"The proposal shall set forth the item prices and totals, in clearly legible figures, in the respective spaces provided, and shall be signed by the bidder, who shall fill out all the blanks in the proposal form as therein required."

Standard Specification Section 2-1.06 further provides that:

"Proposals may be rejected if they have been transferred to another bidder, or if they show alterations of form, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind."

A review of Top Grade's bid makes it clear that Top Grade's bid fails to conform to the call of bids because Top Grade failed to list more than 100 total prices in its bid.

Top Grade's decision to forego listing its total prices provided it an advantage over all other

RECEIVED
JUL 13 2010
Dept. of Public Works

"It is the policy of Bay Cities, all employees are treated during employment without regard to race, color, religion, sex, national origin, age, marital or veteran status, medical condition or handicap, or any other legally protected status. This will acknowledge that Bay Cities Paving and Grading Inc. is an Equal Opportunity Employer, and bound by the clauses and conditions identified in Executive order 11246, as amended, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, 38 usc 2012 and section 503 of the Rehabilitation Act of 1973, as amended, and their implementing regulations and which by this clause are incorporated herein."

bidders since it had more time to prepare its bid than any other bidder. If a bid is submitted even one second after the bid opening, it is rejected as nonresponsive since it would provide one bidder with a time advantage over another bidder. It is doubtful that even Top Grade would argue that seconds and minutes gained or lost in submitting a bid are invaluable. In fact, in the rush to submit bids on-time, Bay Cities erred in writing down the number of "\$6,720,000" for Item No. 175A rather than "\$672,000." If Bay Cities gained an extra 10 or 15 minutes to review its bid (like Top Grade did by choosing to omit item totals), then Bay Cities would have undoubtedly discovered and corrected the error in its bid. Bay Cities also listed St. Francis Electric to perform electrical work although Columbia Electric providing a lower quote for identical work because Bay Cities ran out of time to compare the two bids. If Bay Cities had another 10 or 15 minutes to review electrical quotes and compare pricing, Bay Cities would have listed Columbia Electric and thereby lowered its bid price. If any bidder has any time advantage over other bidders, then that bidder enjoys an unfair advantage over other bidders.

California courts have continued to hold that a variance that provides a bidder with an advantage over other bidders renders the bid nonresponsive. The leading case on bid responsiveness is *Menefee v. County of Fresno* (1985) 163 Cal.App.3d 1175. *Menefee* is progenitor of almost all the bid cases issued within the past quarter-century. In *Menefee*, a bidder (Brewer-Kalar) submitted a bid that was signed in all locations but one. In analyzing whether the mistake could be waived, the court mirrored the California Attorney General's analysis [47 Ops.Cal.Attny.Gen. 129, 130 (1960)] in asking whether the variance provided a benefit to the bidder not allowed to other bidders. Subsequent to the decision in *Menefee*, courts have sought to determine whether individual variances have provided bidders with advantages over their competitors.

"A basic rule of competitive bidding is that bids must conform to specifications, and that if a bid does not so conform, it may not be accepted [Citations]. However, it is further well established that a bid which substantially conforms to a call for bids, may though it is not strictly responsive, be accepted if the variance cannot have affected the price of the bid or given a bidder an advantage or benefit not allowed other bidders, or, in other words, if the variance is inconsequential." *Valley Crest Landscape Inc. v. City Council of the City of Davis* (1996), 41 Cal.App.4th 1432, 1440-1441 and *Konica Business Machines U.S.A., Inc. v. Regents of University of California* (1988) 206 Cal.App.3d 449,454 quoting 47 Ops.Cal.Attny.Gen. 129, 130 (1960). [emphasis added].

Therefore, to determine if a bid is responsive, the threshold question is whether the variance can have affected the price of the bid or given the bidder an advantage not allowed other bidders. Top Grade's failure to list more than 100 items of information gave it a time advantage not allowed other bidders, therefore Top Grade's bid is nonresponsive.

In more recent cases, courts have continued to hold that public entities cannot waive variances which provide a bidder with some sort of advantage not allowed to other bidders. *MCM Construction, Inc. v. City and County of San Francisco* (1998) 66 Cal.App.4th 359. Like the low bidders in *Valley Crest* and *MCM Construction*, Top Grade had an advantage not allowed to

other bidders which renders its bid nonresponsive.

It is possible that Top Grade will argue that *Pozar v. Dept. of Transportation* (1983) 145 Cal.App.3d 269 is relevant to its failure to list prices for over 100 items. In *Pozar*, the court addressed a situation when a bidder inadvertently listed a unit price which was at odds with its unit price total. The court held that the Department had a ministerial duty to adhere to its own rules and accept the unit price to resolve the discrepancy. *Pozar* did not address the situation where a bidder consciously decided to omit listing the totals of over 100 items to gain a time advantage over other bidders. Since the low bid in *Pozar* only involved one unintentional bidding irregularity rather than more than 100 intentional bidding irregularities, *Pozar* does not support a proposition that the requirement to fill-in unit totals is immaterial. If there is no requirement or reason for the City to ask for bidders to write down item totals, then all bidders on future City projects can blatantly disregard bid instructions and simply write down unit prices to allow themselves additional time to prepare their bids and review sub-bids.

**THE DISTRICT SHOULD REJECT TOP GRADE'S BID BECAUSE IT IS
MATHEMATICALLY UNBALANCED**

The City has listed a summary of bidder's item prices and it is clear that Top Grade's bid is unbalanced. Specifically, Top Grade has listed Valley Utility to perform "Joint Trench" work with a value of \$2,028,008.00 yet priced its joint-trench work (Bid Items No. 176-218) at a total price of \$4,594,638, a mark-up of Valley Utility's pricing of more than \$2.5 million. If it is Top Grade's position that its bid of \$50,297,424 fairly represents its total costs for the bid, then it is clear that Top Grade has overpriced its joint-trench pricing by over \$2.5 million and underpriced portions of its other work by \$2.5 million.

The effect of Top Grade's machinations was to provide it with a bid advantage not only over other bidders but over the City itself. For instance, Top Grade priced driveway conforms as follows as follows:

		QTY	Unit	Price	Total
63	10-1.31 HOT MIX ASPHALT (DRIVEWAY CONFORMS)	3,600	TON	\$1.00	\$3,600

Whereas Top Grade bid \$85.00 per ton for Item 64 (Full Depth Spot Repairs) and \$65 per ton for item 62 (Hot Mix Asphalt), it is clear that its price of \$1.00 per ton for Item No. 63 does not even cover the cost of the material let alone the labor and materials of performing the work.

In comparing the plans versus the bid sheets, the City made an error in listing the quantity for Bid Item No. 63; the listed bid quantity exceeds the actual quantity required by more than ten-fold. Assuming that Top Grade's intents are not charitable, then by pricing Item No. 63 for \$1.00 per ton, Top Grade has placed the costs of hundreds of thousands of dollars worth of work elsewhere in its bid such as in the joint-trench work. A review of Valley Utility Services' sub-quote for joint-trench work (see attached quote) shows the substantial unbalancing of Top Grade's quote.

For instance, Valley Utility provided a unit price of \$37.60 per linear foot for Item No. 179 (18" x 54" Joint Trench Excavation and Backfill) for a total price of \$558,548. Nevertheless, Top Grade listed its price of Item No. 179 as \$100.50 per lineal foot for a total price of \$1,492,927.50, nearly an increase of \$1,000,000 in this one item alone.

Under Standard Specification section 2-1.06, Rejection of Bidders, the City may reject an proposal that show irregularities of any kind. The use of "may" provides for the City's discretion and exercise of sound judgment. California courts routinely turn to Federal public contract law for guidance and legal authority in dealing with public contract law issues because it is more fully developed than State law.¹ In the federal arena, courts have commonly upheld board decisions rejecting unbalanced bids. In analyzing bid responsiveness, a mathematically unbalanced bid may be rejected when there is reasonable doubt that the bid will result in the lowest ultimate cost to the government. Integrity Management International, Inc., Comp. Gen. Dec. B-217016, December 11, 1984, 84-2 CPD at 654. Award cannot be made on a materially unbalanced bid. E-Z Copy, Inc. and Hawaii Copico, P.S. Protest Nos. 86-48, 86-50, August 1, 1986. Though Top Grade may argue that unit price differences are common in construction industry bids, there is nothing common about Top Grade's listing \$1.00 per ton for the costs and labor of installing Hot Mix Asphalt nor for its marking-up one subcontractor's prices by more than \$2.5 million.

The detriment to the City of Top Grade's unbalanced bid is readily apparent by considering what would happen if the Contract were awarded to Top Grade. The average price provided by bidders for Item No. 63 was \$101.42 per ton. If 360 tons are installed under Item 63, the City would expect to enjoy an average savings of \$328,536 (3,240 tons x \$101.42 per ton). If Top Grade is awarded the Contract, then the City would instead save only \$3,240. By unbalancing its bid, Top Grade would enjoy an advantage in excess of \$300,000 over the City from the error of the estimated quantity. In the same manner, Top Grade would gain an advantage if the quantities of joint trench items installed exceed the bid estimate. For example, Valley Utility provided a unit price of \$37.60 per linear foot for Item No. 179 (the Engineer's Estimate was \$39 per l.f.) yet Top Grade listed its price for Item No. 179 as \$100.50 per linear foot. If Item No. 179 were to over-run the estimate by 20% (17,826 lf instead of 14,855 lf), then the City would owe Top Grade an additional \$298,585.50 (2,971 lf. x \$100.50). If Top Grade's had even limited its mark-up of Valley Utility's prices to 10%, then the cost to the City from the overrun would be the more reasonable cost of \$122,880.56 (2,971 lf x \$41.36). Due to Top Grade's unbalancing, the City would bear the risk and added expense for overruns to the joint trench items. Under this

¹*Amelco Electric v. City of Thousand Oaks* (2002) 27 Cal.4th 228, 244-246; *State of California v. Guy F. Atkinson Co.* (1986) 18727 Cal.3rd 25, 33-34; *C. Norman Peterson v. Container Corp.* (1985) 172 Cal.App.3d 628, 647-648; *Pacific Architects v. State of California* (1979) 100 Cal.App.3d 100, 126, 166; *Jasper Const. v. Foothill Junior College Dist.* (1979) 153 Cal.Rptr. 767, 771-772. As stated by the Court in *Pacific Architects v. State of California*, supra: "We are strongly persuaded by decisions relating to the federal procurement bidding."

Robert A. Bauman
July 12, 2010
Page 5

example alone, the City would pay an additional cost of \$175,000 to Top Grade.

Aside from the added risk to the City of awarding an unbalanced bid described above, the City would also pay a hidden cost from Top Grade's front-loaded bid. Since the joint-trench work will occur toward the beginning of the Project, the City will effectively pay Top Grade, in advance, for work that Top Grade has not yet performed. Top Grade's frontloading is sufficient reason alone for the City to reject Top Grade's bid. In reviewing the nature of unbalanced bids, the General Services Board of Contract Appeals, made the following observation:

"A bidder does not inadvertently submit an unbalanced bid. The bidder purposefully bundles its costs so as to overstate the price for some bid items and to understate the prices for others. The bidder does so for a reason(s) as various as the procurements, but all are bottomed on the bidder's desire to obtain a windfall, or a competitive advantage over bidders who do not submit unbalanced bids."

Protest of *Severn Cos.* GSBCA No. 9353-P 88-3 B.C.A. (CCH) 20, 850 (1988).

By front-loading its bid, Top Grade has essentially demanded that the City provide it with a no-cost loan for work yet to be performed.

CONCLUSION

Top Grade submitted a bid to the City which is patently unbalanced. By manipulating its items pricing, Top Grade has sought to gain an advantage not only of the City but of other bidders. Top Grade's decision to front load over \$2.5 million into the joint trench items runs directly counter to the rules and regulations established for fair bidding. For all the reasons stated above, Top Grade's bid must be rejected. Bay Cities respectfully requests that the City reject all the bids and re-bid the Project on an expedited basis. Should the City have any questions concerning this matter, please call me.

Sincerely,



Marlo Manqueros
General Counsel

6/22/2010

**REVISED BID SHEET
(per Addendum No. 3)**

Joint Trench Bid

City of Hayward

Project Title: Route 238 Corridor Improvements

Project No. 5117



Item No.	Spec Section	Item Description	Approximate Quantity	Unit	Unit Price	Total Price (In Figures)
176	10-4	18" x 36" Joint Trench Excavation and Backfill	7,613	lf	\$ 17.60	\$ 286,248.80
177	10-5	18" x 42" Joint Trench Excavation and Backfill	1,339	lf	\$ 17.60	50,346.40
178	10-6	18" x 48" Joint Trench Excavation and Backfill	277	lf	\$ 17.60	10,415.20
179	10-7	18" x 54" Joint Trench Excavation and Backfill	14,855	lf	\$ 17.60	558,548.00
180	10-8	18" x 60" Joint Trench Excavation and Backfill	344	lf	\$ 17.60	12,934.40
181	10-9	20" x 36" Joint Trench Excavation and Backfill	98	lf	\$ 17.60	3,684.80
182	10-10	20" x 42" Joint Trench Excavation and Backfill	122	lf	\$ 17.60	4,587.20
183	10-11	20" x 54" Joint Trench Excavation and Backfill	508	lf	\$ 17.60	19,100.80
184	10-12	20" x 60" Joint Trench Excavation and Backfill	283	lf	\$ 17.60	10,640.80
185	10-13	22" x 54" Joint Trench Excavation and Backfill	148	lf	\$ 17.60	5,564.80
186	10-14	22" x 60" Joint Trench Excavation and Backfill	81	lf	\$ 17.60	3,045.60
187	10-16	24" x 42" Joint Trench Excavation and Backfill	95	lf	\$ 17.60	3,572.00
188	10-16	24" x 54" Joint Trench Excavation and Backfill	3,164	lf	\$ 17.60	118,966.40
189	10-17	24" x 60" Joint Trench Excavation and Backfill	1,195	lf	\$ 17.60	44,932.00
190	10-18	25" x 42" Joint Trench Excavation and Backfill	345	lf	\$ 17.60	12,972.00
191	10-19	26" x 60" Joint Trench Excavation and Backfill	154	lf	\$ 17.60	5,790.40
192	10-20	30" x 42" Joint Trench Excavation and Backfill	281	lf	\$ 17.60	10,565.60
193	10-21	30" x 54" Joint Trench Excavation and Backfill	593	lf	\$ 17.60	22,296.80
194	10-22	30" x 60" Joint Trench Excavation and Backfill	270	lf	\$ 17.60	10,152.00
195	10-23	Sawcut HMA Pymt for Joint Trench	25,038	lf	\$ 1.30	32,549.40
196	10-24	Sawcut HMA & Concr Pymt for Joint Trench	6,121	lf	\$ 4.00	24,484.00
197	10-25	2" Conduit (Sch 40 PVC)	833	lf	\$ 2.60	2,165.80
198	10-26	3" Conduit (Sch 40 PVC)	6,298	lf	\$ 3.70	19,602.60
199	10-27	4" Conduit (Sch 40 PVC)	44,792	lf	\$ 3.80	170,209.60
200	10-28	5" Conduit (Sch 40 PVC)	2,569	lf	\$ 4.60	11,817.40
201	10-29	6" Conduit (Sch 40 PVC)	24,882	lf	\$ 4.80	119,433.60
202	10-30	#2 box (PG&E)	39	ea	\$ 18.00	24,102.00
203	10-31	#3A box (PG&E)	33	ea	\$ 60.00	28,380.00
204	10-32	#6 vault (PG&E)	39	ea	\$ 3,80.00	135,720.00
205	10-33	#5A vault (PG&E)	4	ea	\$ 3,25.00	14,100.00
206	10-34	#5 vault traffic (PG&E)	5	ea	\$ 5,62.00	25,310.00
207	10-35	#7 vault (PG&E)	32	ea	\$ 6,00.00	220,800.00
208	10-36	#7 traffic rated (PG&E)	4	ea	\$ 7,50.00	35,000.00
209	10-37	50x52 Transformer Pad (PG&E)	15	ea	\$ 800.00	12,000.00
210	10-38	106x90 Transformer Pad (PG&E)	2	ea	\$ 1,34.00	3,288.00
211	10-39	82x72 Transformer Pad (PG&E)	1	ea	\$ 1,460.00	1,460.00
212	10-40	61x80 Transformer Pad (PG&E)	1	ea	\$ 1,310.00	1,310.00
213	10-41	17" x 30" x 24" Splice Box (AT&T)	21	ea	\$ 700.00	15,540.00
214	10-42	30" x 48" x 36" Splice Box (AT&T)	24	ea	\$ 1,470.00	35,280.00
215	10-43	PTS 3660 Vault (AT&T)	4	ea	\$ 3,820.00	15,280.00
216	10-44	PTS 4878 Vault (AT&T)	1	ea	\$ 5,390.00	5,390.00
217	10-45	Exc & Backfill 17x30 Splice Box (Comcast)	45	ea	\$ 50.00	2,250.00
218	10-46	Exc & Backfill 24" x 48" Splice Box (Comcast)	47	ea	\$ 80.00	3,760.00
Total Joint Trench Bid (see Exhibit "A" for conditions)						\$ 2,153,576.40

VALLEY UTILITY SERVICES, INC.
1779 TRIBUTE RD., SUITE B
SACRAMENTO, CA 95815
(916) 924-9113

David Vest (Estimator)
dpvest@valleyutility.com



CITY OF
HAYWARD
HEART OF THE BAY

July 14, 2010

Randall Smith, Esq.
Smith & Brockhage, LLP
3480 Duskirk Ave. Suite 200
Pleasant Hill, CA 94523
rms@smithbrock.com

VIA E-MAIL AND US MAIL

Marlo Manqueros, Esq.
Bay Cities Paving & Grading, Inc.
5029 Forni Drive
Concord, CA 94520
MManqueros@BayCities.US

Re: *Response to Supplemental Bid Protest and Bid Protest for Route 238 Corridor Improvements – Industrial Parkway to Apple Avenue, City of Hayward Project No. 5117*

Dear Mr. Smith and Mr. Manqueros:

This letter responds to correspondence dated July 9, 2010 and July 12, 2010, making a supplemental bid protest and a bid protest on behalf of Gallagher & Burk, Inc. ("G&B") and Bay Cities Paving & Grading, Inc. ("Bay Cities"), respectively, on the above-referenced project ("Project"). Since you have made similar arguments in support of your bid protests, we are responding to you jointly.

We have carefully reviewed both your bid protests and consulted with the Hayward Public Works staff. We conclude that the bid of Top Grade Construction, Inc. ("Top Grade"), the apparent low bidder, is responsive, and hereby reject your bid protests.

We further note that G&B raised only one new argument in its supplemental bid protest, and that this office addressed its prior arguments in our July 8, 2010 letter rejecting G&B's original bid protest. Nonetheless, this correspondence contains additional explanation of the City's basis for finding Top Grade's bid responsive and also addresses the arguments raised by Bay Cities.

OFFICE OF THE CITY ATTORNEY

777 B STREET, HAYWARD, CA 94541-5007

TEL: 510/583-4450 • FAX: 510/583-3660 • TDD: 510/247-3340

Attachment VII

Page 7 of 12

Top Grade's Omission of Some Total Prices Neither Renders the Bid Unresponsive Nor Provides a Competitive Advantage

Top Grade indeed listed only unit prices and omitted total prices for bid item nos. 151 through 252. However, we have found that this omission does not render the bid unresponsive. As we previously indicated, the Directions to Bidders for this Project supplied by the City contains the following language regarding discrepancies between per-unit and unit price totals:

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the 'Total' column, then the amount set forth in the 'Total' column shall prevail in accordance with the following.

The bidding instructions control the City's response to bid discrepancies. In *Pozar v. Department of Transportation* (1983) 145 Cal.App.3d 269, the court held that a contracting agency has a ministerial duty to follow its own bidding directions. There, the bidder mistakenly filled out the bid item's total price but correctly inserted the item price. Caltrans' legal department concluded the bid was unresponsive due to the discrepancy. However, the court disagreed and held that Caltrans had a duty to follow its own bidding directions, requiring Caltrans to recalculate the bid using the listed unit price. Despite the fact that Top Grade failed to list a significantly larger number of total calculations than the bidder in *Pozar*, as Bay Cities pointed out, *Pozar* authorizes the City to resolve bidding discrepancies in compliance with the bidding instructions.

G&B also alleged that by listing only unit prices for certain items, Top Grade gained a competitive advantage (e.g., G&B was unable to use Columbia Electric). As Top Grade noted in its response to the supplemental bid protest, Columbia Electric is a certified Local Small Business Enterprise. The bid documents supplied by the City instructed all bidders to make good faith efforts to include subcontractor bids from LBE/SLBE/VSLBE firms. All of the bidders had the same opportunity to incorporate Columbia Electric's unit prices into their bids. Additionally, Top Grade did calculate the sum total of all the items. The total listed is equivalent to the sum of all of its bid items, meaning that Top Grade expended the time to properly calculate the unit price totals. The Directions for Bidders cited above similarly applied equally to all bidders. As a result, we do not find that the omissions endowed Top Grade with any advantage not conferred to other bidders.

Top Grade Did Not Misstate The Dollar Amount Of Work To Be Performed By Its Subcontractors

G&B also claimed that Top Grade erroneously listed the amount of work to be performed by subcontractors, citing *MCM Construction, Inc. v. City and County of San Francisco* (1998) 66 Cal.App.4th 359 ("MCM"), and *Valley Crest Landscape, Inc. v. City Council of the City of Davis* (1996) 41 Cal.App.4th 1432 ("Valley Crest"). Both of the cited cases are inapposite for the point asserted. In the former case, MCM failed to list prices to be paid to seven out of nine subcontractors on its bid despite being specifically required to do so by the bid documents. As such, failure to state dollar amounts for work to be performed by the subcontractors constituted an error allowing MCM to withdraw its bid under Public Contract Code §5103. The public agency therefore was precluded from waiving the error under State law. In *Valley Crest*, the bid specifications required the bidder to perform at least 50 percent of the work itself and to set forth in the bid the percentage of work to be performed by each subcontractor. The low bidder listed subcontractor work as comprising 83 percent of its bid, also resulting in a Public Contract Code §5103 mistake. Both these cases are distinguishable for the facts at hand. Each involved a bidder making a typographical or arithmetical error related to a material element of the bid, as specifically directed in the bid specifications, that allowed the bidder to withdraw its bid without penalty pursuant to Public Contract Code § 5103. The current facts are distinguishable. The City's bid specifications do not require the listing of any subcontractor prices or percentages outside of proof of meeting LBE/SLBE/VSLBE goals (See instructions on sheet P-8).

Moreover, the argument that Top Grade made a subcontractor listing error is based solely on the rejected LBD/SLBE/VSLBE form, which was not a required component of Top Grade's bid because Top Grade met the required LBE and SLBE goals. The rejected LBD/SLBE/VSLBE form does not require the listing of any dollar amounts unless the reason for rejection was a higher bid, and the amounts have no relationship to Top Grade's bid documents. As such, to the extent there was an error, it was not related to a material element of the bid.

Top Grade Met The LBE Goal

As stated in the City's prior correspondence to G&B, we concluded that Top Grade indeed met the Local Business and Small Local Business goals of 60% and 20%, respectively, as required for the Project. Please see the attached LBE/SLBE/VSLBE Utilization form provided by Top Grade, which demonstrates the fulfillment of the required goals. Though you have alleged that Top Grade's calculations are not justified, bid item pricing alone generally does not accurately reflect subcontractor participation. As an example, staff could not discern a relationship between what St. Frances Electric submitted to all bidders and the numbers listed for electrical work in G&B's bid, which reports to be based on using St. Frances. Absent additional information, it is virtually impossible to apportion responsibility for items between contractors and subcontractors. The City thus reasonably relies on the LBE/SLBE/VSLBE information provided in Top Grade's bid.

Top Grade Did Not List M. F. Maher For Work M. F. Maher Did Not Bid

G&B alleges that Top Grade should have accepted Bay Area Concrete's bid and that it listed M.F. Maher for work it did not bid. Top Grade has responded that it did not accept Bay Area Concrete's bid because it entered an incomplete bid for the Miscellaneous Concrete work. Meanwhile, M.F. Maher provided pricing for the complete scope of work for Miscellaneous Concrete, with the exception of the preparation of Aggregate Subbase, which Top Grade is self-performing.

The Balancing in Top Grade's Bid Did not Render it Unresponsive

Despite arguments that Top Grade's bid is unbalanced, neither G&B nor Bay Cities identified any case law or statutory authority that renders Top Grade's bid unresponsive based on balancing issues. Unless the City finds that an award to the bidder would cause the project cost to exceed the bid price, the question of whether a bidder can perform at its bid price is a matter of bidder responsibility. If a bidder lists a price lower than the engineer's estimate, that bidder is assuming the risk of incurring a loss in profit. As we have stated before, it is the bidder's obligation at the time of performance to deliver according to the project specifications; the City leaves the means and methods for delivery of the project to the contractor.

Conclusion

While we do not agree that there are any bid irregularities here, to the extent that they may exist, public entities have some discretion in interpreting and enforcing their bidding rules, including the right to waive inconsequential bid irregularities. The court in *McM, supra*, at 369, stands for the proposition that the rule of strict compliance with bidding requirements does not preclude a contracting entity from waiving inconsequential deviations, providing: "... [T]he deviation must be capable of facilitating corruption or extravagance, or likely to affect the amount of bids ..." *Id.* at 370. This affirms the court's analysis two years earlier in *Ghilotti Construction Co. v. City of Richmond* (1996), 45 Cal.App.4th 897, 209:

[I]t is further well established that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential.

Please be advised that our office takes your bids and bid protests seriously. The City is committed to providing all bidders a fair opportunity to bid on and be awarded its numerous projects. It is in the City's best interest to have a robust bidding environment. To that end, staff has worked and continues to work diligently towards making sure all bids are handled consistently and fairly.

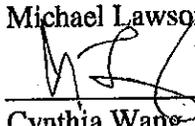
Response to Bid Protest from G&B and Bay Cities
July 14, 2010
Page 5

The City reiterates its position that your bid protests on the Route 238 Corridor Improvements Project are rejected, but encourages Gallagher & Burk, Inc., and Bay Cities Paving & Grading, Inc., to consider bidding on future projects.

Please contact me if you have any questions.

Very truly yours,
Michael Lawson, City Attorney

By:


Cynthia Wang, Deputy City Attorney

Attachment: Top Grade LBE/SLBE/VSLBE Utilization Sheet

CC: Robert Bauman, Public Works Director
Morad Fakhrai, Deputy Public Works Director
Brian Gates, Top Grade Construction (briangates@topgradeconstruction.com)

TOP GRADE CONSTRUCTION, INC.

**LBE / SLBE / VSLBE UTILIZATION
ROUTE 238 CORRIDOR IMPROVEMENTS BID**

COPY

Top Grade Bid Amount	\$50,297,424.10
Administrative Contract Change	
Order Allowance	<u>- \$5,000,000.00</u>
	<u>\$45,297,424.10</u>

LISTED SLBE/VSLBE SUBCONTRACTORS

Columbia Electric	SLBE	\$11,945,200.00
DeKay Demolition	SLBE / VSLBE	\$202,895.00
Carter's Trucking	SLBE / VSLBE	<u>\$1,870,000.00</u>
	Total	\$14,018,095.00

30.95% SLBE

NON LBE / SLBE / VSLBE SUBCONTRACTORS \$14,531,794.55

LBE / SLBE / VSLBE TO PERFORM

Top Grade Self Performed Work	LBE	\$16,747,534.55
SLBE/VSLBE Sub's Listed		<u>\$14,018,095.00</u>
	Total	\$30,765,629.55

67.92% LBE