

City of Piedmont
COUNCIL AGENDA REPORT

DATE: September 22, 2026

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of the Award of a Contract for the Moraga Avenue Pedestrian Safety Project to Terocons, Inc. in the Amount of \$785,533, Approval of an Overall Construction Budget of \$864,086, and a Finding that the Project is Categorically Exempt Under CEQA Section 15301

RECOMMENDATION

By a single motion, take the following actions regarding the Moraga Avenue Pedestrian Safety Project:

1. Approve the award of the Contract for the Moraga Avenue Pedestrian Safety Project to Terocons, Inc. based on their submitted bid of \$785,533.
2. Approve the overall Estimated Construction Budget of \$864,086, which includes the construction cost and a 10% contingency.
3. Determine the project to be exempt under the California Environmental Quality Act (CEQA) Guideline 15301 (Class 1-Existing Facilities) .
4. Authorize the City Administrator to execute project related documents.

BACKGROUND

Pedestrian safety improvements along Moraga Avenue were proposed for a \$650,000 Alameda County Transportation Commission (ACTC) grant which includes pedestrian bulbouts, ADA ramps and traffic signal modifications at the intersections of Ramona, Highland, and Red Rock. The grant was part of the ACTC's 2026 Comprehensive Investment Plan, a competitive grant program that is intended to fund bike/pedestrian and transit-related improvements. The grant was submitted in October 2024 and funds were awarded to the City of Piedmont in May 2025.

The proposed improvements consist of safety improvements as recommended in the Piedmont Safer Streets Plan. The project was advertised for public bidding on July 29, 2026 with bids opened on August 25, 2026.

DISCUSSION

Bid documents were completed and the project was publicly bid in accordance with City Ordinances and the Public Contract Code. Bids were opened on August 25, 2026. Fifteen bids were received ranging from \$779,130 to \$1,200,842. The Engineer's Estimate for this project was \$1,096,269.

The summary of the bids received are presented in the following table:

Guerra Construction Group	\$ 779,130.00
Terocons Inc	\$ 785,533.00
Mission Constructors, Inc	\$ 850,732.76
Interstate Paving and Grading, Inc	\$ 875,235.00
Zara Construction	\$ 883,807.00
Grade Tech Inc	\$ 907,152.16
Spektren Engineering, Inc	\$ 917,214.16
FBD Vangaurd Construction, Inc	\$ 927,274.00
Sposeto Engineering Inc	\$ 939,506.50
Calico California Constructores Inc	\$ 960,086.98
S & H Construction Inc	\$ 1,113,387.00
Frontline General Engineering Const.	\$ 1,123,000.00
Kerex Engineering Inc	\$ 1,139,000.00
Redgwick Construction	\$ 1,166,308.00
Ram-Con Corp	\$ 1,200,842.49

The company submitting the low bid was Guerra Construction Group in the amount of \$779,130. Staff examined the bid submitted by Guerra Construction Group and it was found to not be in conformance with the requirements of the bid documents and therefore deemed by staff as non-responsive. Guerra Construction Group's bid did not include the signed acknowledgement page of Addendum No. 1.

Accordingly, staff reviewed the second lowest bid proposal from Terocons, Inc in the amount of \$785,533. The bid from Terocons, Inc. has been found to be mathematically correct and all information submitted with the bid is responsive to the requirements of the bid documents. Terocons, Inc. has a valid Class A contractor's license (#1097207) and a valid Department of Industrial Relations registration number (required for public works projects).

Based on the bid from Terocons, Inc being both complete and responsive, staff recommends award of the Moraga Avenue Pedestrian Safety Project to Terocons, Inc.

SCHEDULE OF CONSTRUCTION

If a contract is awarded at this Council meeting, it is anticipated that the work will begin in early October. The contract documents allow for eighty (80) working days (16 weeks) to complete the work. Subject to adjustments due to weather, the project is anticipated for completion in February.

ENVIRONMENTAL REVIEW

This project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines section 15301, which applies to the repair and maintenance of existing public facilities that involve negligible or no expansion of use. Because the project concerns the repair of existing

public facilities, this project is exempt under Section 15301.

FISCAL IMPACT

Based on the recommended award amount, staff is proposing the following overall budget:

Construction	\$ 785,533
Construction Contingency (10%)	<u>\$ 78,553</u>
Total Estimated Project Construction Budget	\$ 864,086

Sources of funding for the project are Measure BB (Local Streets and Roads), Vehicle Registration Fee (VRF), Senate Bill 1 (SB-1), and Alameda County Transportation Commission (ACTC).

CITY ATTORNEY REVIEW

The City Attorney has reviewed the staff report and the Agreement.

By: Rich Cunningham, Interim Public Works Director
Steve Van Saun, City Engineer

Attachments:

A. Agreement

AGREEMENT

The City of Piedmont, a California Municipal Corporation (“City”) enters into this Agreement, dated September 22, 2026 with Terocons, Inc. (“Contractor”).

RECITALS

- A. NOTICE INVITING BIDS. The City gave notice inviting bids to be submitted by 1:30 p.m., August 25, 2026 for the Moraga Avenue Pedestrian Safety Project by soliciting bids in accordance with the City of Piedmont City Code and other applicable law.
- B. BID OPENING. On August 25, 2026 at 2:00 p.m., City representatives opened the bids for the Moraga Avenue Pedestrian Safety Project and read the bids aloud.
- C. PROJECT AWARD. On September 22, 2026 the City Council awarded the **Moraga Avenue Pedestrian Safety Project** to the Contractor and directed City staff to send the Contractor written notice of award of the project.
- D. REQUIRED DOCUMENTS. The Contractor has provided the City executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award.

AGREEMENT TERMS

The City and the Contractor agree as follows:

- 1. THE WORK. The Contractor shall furnish all equipment, tools, apparatus, facilities, material labor, and skill necessary to perform and complete in a good and workmanlike manner the Moraga Avenue Pedestrian Safety Project (“Work”) as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.
- 2. LOCATION OF WORK. The Work will be performed at the following location:
Along Moraga Avenue between Ramona Ave and Red Rock Avenue in Piedmont, California
- 3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within **eighty (80) working days** from the date specified in the City’s Notice to Proceed (“Time for Completion”). The 80 days corresponds to approximately 4 calendar months.
- 4. REMEDIES FOR FAILURE TO TIMELY COMPLETE THE WORK. If the Contractor fails to fully perform the Work in accordance with the Contract Documents by the Time for Completion, as such time may be amended by change order or other modification to this Agreement in accordance with its terms, and/or if the Contractor fails, by the Time for Completion, to fully perform all of the Contractor’s obligations under this Agreement that have accrued by the Time for Completion, the Contractor will become liable to the City for all resulting loss and damage in accordance with the Contract Documents and applicable

law. The City's remedies for the Contractor's failure to perform include, but are not limited to, assessment of liquidated damages of **\$4,200 per day** in accordance with California Government Code Section 53069.85 and Section 5-1.02 of the General Provisions, and/or obtaining or providing for substitute performance in accordance with the Contract Documents.

5. CONTRACT PRICE AND PAYMENT. As full compensation in consideration of completion of the Work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor's obligations under the Contract Documents, the City will pay the Contractor in lawful money of the United States the total price of **\$785,533** (the "Contract Price") as specified in the Contractor's completed Bid Schedule dated August 25, 2026 and attached hereto and incorporated in this Agreement. Payment to the Contractor under this Agreement will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The City will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this Agreement is first modified in accordance with its terms. The City's obligation to pay the Contractor under this Agreement is subject to and may be offset by charges that may apply to the Contractor under this Agreement. Such charges include but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.

6. PREVAILING WAGES. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the City Public Works Department and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work.

7. THE CONTRACT DOCUMENTS. This Agreement consists of the following documents ("Contract Documents"), all of which are incorporated into and made a part of this Agreement as if set forth in full. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:
 - 7.1 This Agreement and change orders and other amendments to this Agreement signed by authorized representatives of the City and the Contractor.
 - 7.2 The General Provisions and change orders and other amendments to the General Conditions signed by authorized representatives of the City and the Contractor.

- 7.3 The Special Provisions, addenda to the Special Provisions signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor.
- 7.4 The Project Plans, addenda to the Project Plans signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor.
- 7.5 Notice Inviting Bids.
- 7.6 Instructions to Bidders.
- 7.7 The successful bidder's completed Proposal Form and Bidder's Sheet.
- 7.8 The successful bidder's completed Contractor License Information.
- 7.9 The successful bidder's completed List of Proposed Subcontractors.
- 7.10 The successful bidder's Workers Compensation Insurance Certification.
- 7.11 The successful bidder's completed Non-Collusion Declaration.
- 7.12 The successful bidder's Debarment Certification.
- 7.13 The successful bidder's completed Certificates of Insurance and Endorsements.
- 7.14 The successful bidder's executed Performance Bond.
- 7.15 The successful bidder's executed Payment Bond.
- 7.16 Executed Escrow for Deposit Agreement, if applicable.
- 7.17 Change Order Form.
- 7.18 The Maintenance Bond form included in the bid package that the Contractor must execute prior to release of final payment under the Contract.
- 7.19 The successful bidder's Qualification Statement, if any.
- 7.20 The successful bidder's signed Signature Form.
- 8. PROVISIONS INCORPORATED BY REFERENCE. Provisions or parts of provisions that are incorporated by reference and not set forth at length in any of the Contract Documents will only form a part of this Agreement to the extent the Contract Documents expressly make such provisions or parts of provisions a part of this Agreement. For

example, published public works agreement provisions, such as those of the State of California Department of Transportation Standard Specifications (known as the Standard Specifications) are only a part of this Agreement to the extent expressly incorporated in this Agreement by section number, and references in the Standard Specifications incorporated by reference to other Standard Specifications do not make such other Standard Specifications a part of this Agreement. When such published provisions are made a part of this Agreement, references in the published provisions to other entities, such as the State, the Agency, or similar references, will be deemed references to the City as the context of this Agreement may require.

9. INTERPRETATION OF CONTRACT DOCUMENTS. Any question concerning the intent or meaning of any provision of the Contract Documents, including, but not limited to, the Technical Specifications or Project Plans, must be submitted to the Public Works Department, for issuance of an interpretation and/or decision by an authorized Public Works Department representative in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other person concerning the Contract Documents will not be binding on the City. The decision of an authorized Public Works Department representative shall be final.
10. ASSIGNMENT PROHIBITED. The Contractor may not assign part or all of this Agreement, or any moneys due or to become under this Agreement, or any other right or interest of the Contractor under this Agreement, or delegate any obligation or duty of the Contractor under this Agreement without the prior written approval of an official authorized to bind the City and an authorized representative of Contractor's surety or sureties. Any such purported assignment or delegation without such written approval on behalf of the City and the Contractor's sureties will be void and a material breach of this agreement subject to all available remedies under this Agreement and at law and equity.
11. CERTIFICATION RE CONTRACTOR'S LICENSE. By signing this Agreement the Contractor certifies that the Contractor holds a valid Type A license issued by the California State Contractors Licensing Board, and that the Contractor understands that failure to maintain its license in good standing throughout the performance of the Work may result in discipline and/or other penalties pursuant to the California Business and Professions Code, and may constitute a material breach of this Agreement subject to all available remedies under this agreement and at law and equity.
12. SEVERABILITY. If any term or provision or portion of a term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.
13. DEFINITIONS. All words as used in the Agreement shall be subject to the Definitions set forth in Section 1 of the General Provisions of the Notice to Contractors, Special Provisions, Proposal and Contract for the Moraga Avenue Pedestrian Safety Project.
14. LAW AND VENUE. This Agreement and the Contract Documents shall be governed in all respects by California law (excluding choice of law rules). The exclusive venue for all

disputes or litigation hereunder shall be in the Superior Court for the County of Alameda, California.

IN WITNESS WHEREOF, the parties have executed this Contract at Piedmont, California, the day and year first above written.

CITY OF PIEDMONT

Name of Contractor

By: Rosanna Bayon Moore, City Administrator

Name of Signatory & Title

Attest:

Anna Brown, City Clerk

Approved as to Form and Legality:

Deepa Sharma, City Attorney

Moraga Avenue Pedestrian Safety Contract Locations Map

