



COMMUNITY DEVELOPMENT AGENCY

TRANSPORTATION DIVISION

<http://www.edcgov.us/DOT/>

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May 15, 2013

Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Agenda Title: 5/21/13 DOT Rubicon Trail at Ellis Creek –
Bridge Replacement Project Award of Bid, Legistar #13-0278

Meeting Date: May 21, 2013

Dear Members of the Board:

Transportation recommending the following pertaining to the Rubicon Trail at Ellis Creek - Bridge Replacement Project, Contract No. PW 11-30572, CIP No. 77117, P&C No. 515-C1375:

- 1) Award the Construction Contract to Cunningham & Sons, Inc., who submitted the lowest responsive, responsible bid of \$624,606.50;
- 2) Authorize the Chair to sign the Construction Contract, subject to review and approval of the final Contract Documents by County Counsel and Risk Management; and
- 3) Authorize the Transportation Division Director to sign an Escrow Agreement, if requested by the Contractor and in accordance with Public Contract Code Section 22300, for the purpose of holding Contract retention funds. (Est. Time: 5 Min.)

Reason for Recommendation:

On Monday, May 6, 2013, Transportation opened bids for the Project. Five bids were received ranging from \$624,606.50 to \$985,490. The Engineer's Estimate is \$753,405.

Award and Sign Construction Contract with Lowest Responsive, Responsible Bidder:

The Disadvantaged Business Enterprise (DBE) goal for the Project is 13%. Per the Contract Documents, if the top three bidders did not submit their DBE information with their bid, they were required to submit this information by 4:00 pm the fourth business day after the bid opening, which for this Project was May 10, 2013. Cunningham & Sons, Inc. submitted a DBE Commitment form with its bid which shows that Cunningham & Sons, Inc. has committed to a DBE goal of 14.74%. On May 8, 2013 Cunningham & Sons, Inc. submitted written confirmation from each DBE that is participating in the Contract. Transportation reviewed Cunningham & Sons, Inc. DBE

Commitment form submittal and finds that the firms listed are certified DBEs under the California Unified Certification Program and meet the criteria for a DBE; that Cunningham & Sons, Inc. provided sufficient written confirmation from each DBE firm that each is participating in the Contract; and, that Cunningham & Sons, Inc. has exceeded the Contract goal of 13%.

Transportation issued the All Bidders Letter on Wednesday, May 8, 2013, notifying bidders of the recommendation to the Board for award and initiating the five-day bid protest period. The bid protest period ended on Wednesday, May 15, 2013, with no protests received.

Cunningham & Sons, Inc. submitted the lowest bid in the amount of \$624,606.50. Transportation recommends award of the Construction Contract to Cunningham & Sons, Inc. who submitted the lowest responsive, responsible bid.

Authorize Interim Director to Sign Escrow Agreement:

Pursuant to Special Provisions Section 5-1.11, "Payment of Withheld Funds," of the Contract Documents, Transportation will retain five percent (5%) of the value of work done from each Contractor payment (excluding mobilization payments) as security for the fulfillment of the Contract. Alternatively, Public Contract Code (PCC) Section 22300 provides that the Contractor may request that payment of retentions earned be made directly to an Escrow Agent. The Contractor will receive the interest earned on the investment.

In accordance with these provisions, the Contractor may request in writing that the County make payment of retention funds directly into an escrow account, which would necessitate an Escrow Agreement. To help expedite this process if requested by the Contractor, Transportation requests that the Board authorize the Transportation Division Director to execute the Escrow Agreement. Upon satisfactory completion of portions of the Contract and upon written notification from the Transportation Division Director, the Contractor will receive incremental releases from the Escrow Agent of retention paid into the account and any interest earned thereon. A portion of the retention and interest will be retained in the escrow account until thirty-five (35) days after the recordation of the Notice of Acceptance of the Contract at which time these funds will be released to the Contractor.

Action(s) to be taken following Board approval

1. Upon approval by County Counsel and Risk Management, Transportation will forward the Construction Contract, together with the required bonds and insurance, and the approved Contract Routing Sheet to the Clerk of the Board for the Chair's signature.
2. The Clerk of the Board will forward the fully-executed Construction Contract to Transportation for further processing.

Sincerely,

for Kimberly A. Ken, COA Director (Interim)
Bard Lower,
Transportation Division Director