



# COMMUNITY DEVELOPMENT AGENCY

## TRANSPORTATION DIVISION

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

### PLACERVILLE OFFICES:

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February 2, 2016

Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

**Agenda Title: 2/9/2016 Class II Bikeway – Green Valley Road from Loch Way to Pleasant Grove Middle School Project  
Award of Bid, Legistar #15-1271**

**Meeting Date: February 9, 2016**

Dear Members of the Board:

Community Development Agency, Transportation Division, is recommending the following pertaining to the Class II Bikeway – Green Valley Road from Loch Way to Pleasant Grove Middle School Project, Contract No. PW 15-31099, CIP No. 72309, P&C No. 039-C1699:

- 1) Award the Construction Contract to Vintage Paving Co., Inc., who submitted the lowest responsive, responsible bid of \$214,309.15;
- 2) Approve and 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 Community Development Agency 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.

### **Funding**

Bicycle Transportation Account (71%), Regional Surface Transportation Program Exchange Funds (22%), Transportation Development Act (7%). (No Federal Funds)

The estimate for the construction phase of the Class II Bikeway – Green Valley Road from Loch Way to Pleasant Grove Middle School Project (Project) is \$302,176.00, which includes a bid of \$214,309.15; supplemental items of work totaling \$12,858.55; construction management, surveying, materials testing, and design support during construction totaling approximately \$53,577.38; and a contingency of \$21,430.92.

### **Department Recommendation**

On January 25, 2016, the Community Development Agency, Transportation Division (Transportation) opened bids for the Project. Three bids were received ranging from \$214,309.15 to \$255,212.40.



The Project is included in Transportation's 2015 Capital Improvement Program (CIP) with a Direct Construction Costs budget of \$280,000.00 and a Construction/Engineering and Admin budget of \$30,835.00 for a total construction budget of \$310,835.00. Due to an anticipated increase in the amount of construction management needed for this Project, it is necessary to increase the Construction/Engineering and Admin budget by \$22,742.38 for a total of \$53,577.38. The increase to the Construction/Engineering and Admin budget does not require an increase to the overall Project CIP budget.

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

Transportation issued the All Bidders Letter on Tuesday, January 26, 2016, notifying bidders of the recommendation to the Board for award and initiating the five-day bid protest period. The bid protest period ended at 3:00 p.m. on Tuesday, February 2, 2016 with no protests filed.

Vintage Paving Co., Inc. (Vintage) submitted the lowest responsive, responsible bid in the amount of \$214,309.15. Transportation recommends award of the Construction Contract to Vintage who submitted the lowest responsive, responsible bid.

Authorize Community Development Agency Director to Sign Escrow Agreement:

Pursuant to Special Provisions Section 9-1.16F, "Retentions", of the Special Provisions, 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 Community Development Agency Director to execute the Escrow Agreement. Upon satisfactory completion of portions of the Contract and upon written notification from the Community Development Agency 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. After this time, upon written notification from the Community Development Agency Director, these funds will be released to the Contractor.

Contract Change Orders (CCOs):

In any contract there is a need to be able to make changes and the CCO process facilitates the ability to make necessary changes when needed within a contract.

Supplemental CCOs:

Certain types of work are necessary to complete the Project which cannot be estimated accurately because they require a variable effort to complete. These items are referred to as Supplemental items and are identified in the Contract Documents as CCO work to be performed and paid for on a time and material basis, using California Department of Transportation standard force account billing procedures. The work is authorized by



issuance of a CCO, which also encumbers the funds anticipated to be needed for the planned supplemental items of work and is billed against as the work progresses. The amount of each CCO is based on an evaluation by Transportation staff of the Project components, area, and time frame. Supplemental items in this contract include Water Pollution Control, Dust Control, and Unsuitable Material for an estimated total of \$12,858.55. This work is anticipated and budgeted for separately. Therefore, supplemental CCOs are not included in the 10% cap normally associated with contingency CCOs.

#### Contingency CCOs:

In construction contracts there is expectation that unanticipated changes will be encountered once construction begins. To prepare for this, a 10% contingency budget is set aside. The budget for contingencies on this contract is \$21,430.92. PCC Section 20142 and Resolution 102-2012 authorize the Community Development Agency Director to execute individual CCOs, the maximum value of which is based on the original Contract amount with a not-to-exceed limit of \$21,430.92 for this Contract. This authority is also for a cumulative total of contingency CCOs not to exceed 10% of the original Contract value.

#### Discussion / Background

The Project consists of installing Class II bike lane striping, widening and repairing shoulders with hot mix asphalt, and installing bike lane signs on Green Valley Road from Loch Way to the entrance of Pleasant Grove Middle School.

All required environmental approvals have been obtained for the Project. A Notice of Determination for California Environmental Quality Act was filed on March 11, 2011. Due to the nature of the Project, no environmental permits or right of way are required.

On December 8, 2015 (Item No. 15), the Board adopted and approved the Plans and Specifications and authorized advertisement for construction bids for the Project.

#### Clerk of the Board Follow Up Actions

- 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 for the Chair's signature.
- 2) The Clerk will forward the fully executed Construction Contract to Matthew Smeltzer in the Community Development Agency, Transportation Division for further processing.

Sincerely,



Bard R. Lower  
Transportation Division Director  
Community Development Agency