



COMMUNITY DEVELOPMENT AGENCY

TRANSPORTATION DIVISION

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November 26, 2014

Board of Supervisors
330 Fair Lane
Placerville, CA 95667

**Agenda Title: 12/2/2014 Transportation Green Valley Road at Weber Creek
Bridge Replacement Project
Award of Bid, Legistar #14-1320**

Meeting Date: December 2, 2014

Dear Members of the Board:

Community Development Agency, Transportation Division, recommending the following pertaining to the Green Valley Road at Weber Creek Bridge Replacement Project, Contract No. PW 13-30685, CIP No. 77114, P&C No. 213-C1599:

- 1) Award the Construction Contract to Viking Construction Company, Inc., who submitted the lowest responsive, responsible bid of \$6,898,983.75;
- 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.
- 4) Authorize the Transportation Division Director to sign the Dispute Resolution Advisor Agreement with the Contractor, the County, and the Dispute Resolution Advisor for the purpose of assisting in the resolution of disputes and/or potential claims.

Funding

Funding for the Project will be provided by Highway Bridge Program (HBP) funds and Regional Surface Transportation Program (RSTP) Exchange Funds (Federal Funds).

BUDGET SUMMARY:	
Total Estimated Cost.....	\$ 9,027,974
Budget - Current FY.....	\$ 1,865,000
Budget - Future FY.....	\$ 6,030,000
New Funding.....	
Savings.....	
Other*.....	\$ 1,132,974
Total Funding Available.....	\$ 9,027,974
Change To Net County Cost.....	\$ 0

*To be included in future fiscal year budgets

The estimate for the construction phase of the Green Valley Road at Weber Creek Bridge Replacement Project (Project) is \$9,027,974, which includes a bid of \$6,898,983.75; supplemental items of work totaling \$404,244; construction management, surveying, materials testing, and design support during construction totaling approximately \$1,034,848; and a contingency of \$689,898.

Background

The Project will replace the existing functionally obsolete bridge across Weber Creek with a new prestressed concrete bridge that meets current standards. The Project will include new retaining walls at each end of the bridge approaches, as well as drainage system improvements and minor utility relocations.

On October 14, 2014, the Board adopted and approved the Plans and Specifications and authorized advertisement for construction bids for the Project with the bid opening scheduled for November 12, 2014.

Reason for Recommendation

On November 12, 2014, the Community Development Agency, Transportation Division (Transportation) opened bids for the Project. Five bids were received ranging from \$6,898,983.75 to \$8,244,350.00. Accounting for revisions during the bid process, the updated Engineer’s Estimate is \$6,524,831.51.

The Project is included in Transportation’s 2014 Capital Improvement Program (CIP) with a construction phase budget of \$7,895,000. An additional \$1,132,974 will be added in the 2015 CIP update and will be included in future fiscal year budgets to account for the estimated construction phase cost of \$9,027,974. The HBP cost increase has been submitted and approved by Caltrans Local Assistance as eligible for federal reimbursement at a rate of 88.53%, or \$1,003,021. The County’s local match of the additional cost is 11.47% or \$129,953, funded with RSTP Exchange Funds. Additionally, Transportation anticipates increasing the amount budgeted for the current fiscal year during the upcoming mid-year CIP adjustment, as a result of the increased construction phase costs.

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

The Disadvantaged Business Enterprise (DBE) goal for the Project is 3.5%. 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 p.m. the fourth business day after the bid opening, which for this Project was November 18, 2014. Viking Construction Company, Inc. (VCC) submitted a DBE Commitment form and Good Faith Efforts documentation on November 18, 2014. The DBE Commitment form shows that VCC has committed to a DBE goal of 3.52%. Transportation has reviewed VCC's 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 VCC provided sufficient written confirmation from each DBE firm that each is participating in the Contract; and, that VCC has committed to exceeding the contract goal.

Transportation issued the All Bidders Letter on Wednesday, November 19, 2014, notifying bidders of the recommendation to the Board for award and initiating the five-day bid protest period. The bid protest period ended at 9:30 a.m. on Wednesday, November 26, 2014, with no protests filed.

VCC submitted the lowest bid in the amount of \$6,898,983.75. Transportation recommends award of the Construction Contract to VCC who submitted the lowest responsive, responsible bid.

Authorize Community Development Agency Director to Sign Escrow Agreement:

Pursuant to Special Provisions Section 5-1.23, "Retention of Funds and Release of Retained Funds," of the Contract Documents, Transportation will retain ten percent (10%) 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 at which 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 each of 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 estimated at \$206,970; Flagging estimated at \$172,474; Trainees at \$4,800; and Dispute Review Board at \$20,000; totaling \$404,244. Because this work is anticipated and budgeted for separately, 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 \$689,898. 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. This authority is also for a cumulative total of contingency CCOs not to exceed 10% of the original contract value. For this project, the Community Development Agency Director's authority for an individual CCO is \$210,000.

Authorize the Transportation Division Director to sign the Dispute Resolution Advisor Agreement:

Pursuant to Section 5-1.07, "Dispute Resolution," of the Special Provisions, a Dispute Resolution Advisor (DRA) shall be established by the Engineer and the Contractor cooperatively within thirty (30) days of Contract approval. The DRA will assist in the resolution of disputes or potential claims when dispute or potential claim resolution at the project level is unsuccessful. Although not binding to the parties in dispute, the DRA considers disputes and/or potential claims referred to it, and furnishes written reports with findings and recommendations to the parties to aid in the resolution of their differences.

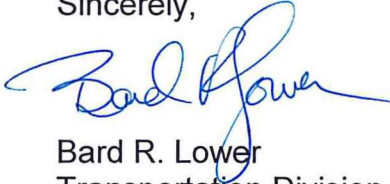
The DRA is comprised of one member selected by the Contractor and County.

A copy of the DRA Agreement to be executed by the County, the Contractor, and the DRA is included in Section 5-1.07 of the Contract Documents. County Counsel has reviewed and approved these provisions as part of their Contract Document approval. The DRA Agreement provides for the participation in dispute meetings of Transportation Division's Deputy Director of Engineering, Fairlane Unit, the Resident Engineer or Structures Representative for the Project, or the Senior Bridge Engineer for the Project. To help expedite this process, Transportation requests that the Board authorize the Transportation Division Director to execute the DRA Agreement.

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 Transportation for further processing.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bard R. Lower". The signature is fluid and cursive, with a long horizontal stroke at the end.

Bard R. Lower
Transportation Division Director
Community Development Agency