



COMMUNITY DEVELOPMENT AGENCY

TRANSPORTATION DIVISION

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

PLACERVILLE OFFICES:

MAIN OFFICE:

2850 Fairlane Court, Placerville, CA 95667
(530) 621-5900 / (530) 626-0387 Fax

CONSTRUCTION & MAINTENANCE:

2441 Headington Road, Placerville, CA 95667
(530) 642-4909 / (530) 642-0508 Fax

LAKE TAHOE OFFICES:

ENGINEERING:

924 B Emerald Bay Road, South Lake Tahoe, CA 96150
(530) 573-7900 / (530) 541-7049 Fax

MAINTENANCE:

1121 Shakori Drive, South Lake Tahoe, CA 96150
(530) 573-3180 / (530) 577-8402 Fax

November 5, 2014

Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Agenda Title: 11/13/2014 Transportation Francisco Drive Right-Turn Pocket
Project
Award of Bid, Legistar #14-1161

Meeting Date: November 13, 2014

Dear Members of the Board:

Community Development Agency, Transportation Division, recommending the following pertaining to the Francisco Drive Right-Turn Pocket Project, Contract No. PW 14-31068, CIP No. 71358, P&C No. 096-C1599:

- 1) Award the Construction Contract to JD Pasquetti Engineering, Inc., who submitted the lowest responsive, responsible bid of \$507,777;
- 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.

Background

On September 9, 2014, the Board adopted and approved the Plans and Specifications and authorized advertisement for construction bids for the Project subject to authorization of federal funding for construction and minor modifications approved by County Counsel and Risk Management. Transportation received authorization to proceed with construction in September 2014.

Reason for Recommendation

On Wednesday, October 15, 2014, the Community Development Agency, Transportation Division (Transportation) opened bids for the Francisco Drive Right-Turn Pocket Project (Project). Six bids were received ranging from \$507,777 to \$619,949. The Engineer's Estimate, updated to reflect quantity revisions issued during the addenda process, is \$650,910.

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

The Disadvantaged Business Enterprise (DBE) goal for the Project is 7%. 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 October 21, 2014. JD Pasquetti Engineering, Inc. submitted its DBE Commitment form and Good Faith Efforts documentation on October 20, 2014. The DBE Commitment form shows that JD Pasquetti Engineering, Inc. has committed to a DBE goal of 8.08%. Transportation reviewed JD Pasquetti Engineering, Inc.'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 JD Pasquetti Engineering, Inc. provided sufficient written confirmation from each DBE firm that each is participating in the Contract; and, that JD Pasquetti Engineering, Inc. has committed to exceeding the contract goal.

Transportation issued the All Bidders Letter on Wednesday, October 22, 2014, 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, October 29, 2014 at 3:00 p.m., with no protests received.

JD Pasquetti Engineering, Inc. submitted the lowest bid in the amount of \$507,777. Transportation recommends award of the Construction Contract to JD Pasquetti Engineering, Inc. who submitted the lowest responsive, responsible bid.

The budget for this contract is \$594,964 broken into the following sections: \$507,777 for the award amount; \$50,777 for contingencies; and \$36,410 for supplemental items.

Authorize Community Development Agency Director to Sign Escrow Agreement:

Pursuant to Special Provisions Section 9-1.16 F, "Retentions," 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 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 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 \$19,860 and Flagging estimated at \$16,550, totaling \$36,410. 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 \$50,777. 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 \$37,888.

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,



Bard R. Lower, Transportation Division Director
Community Development Agency