



# COMMUNITY DEVELOPMENT AGENCY

## TRANSPORTATION DIVISION

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

### PLACERVILLE OFFICES:

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March 13, 2014

Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

**Agenda Title: 3/18/14 DOT Northside School Class I Bike Path –  
Phases 1 and 2 Project  
Award of Bid, Legistar #13-0449**

**Meeting Date: March 18, 2014**

Dear Members of the Board:

Community Development Agency, Transportation Division, recommending the following pertaining to the Northside School Class I Bike Path - Phases 1 and 2 Project, Contract No. PW 11-30628, CIP No. 72304 (Phase 1, SR193) and CIP No. 72306 (Phase 2, SR49), P&C No. 108-C1499:

- 1) Award the Construction Contract to Sierra Nevada Construction, Inc., who submitted the lowest responsive, responsible bid of \$1,495,007.00;
- 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. (Est. Time: 5 Min.) (Refer 05/21/13, Item 17)

### **Reason for Recommendation**

On Friday, February 28, 2014, the Community Development Agency - Transportation Division (Transportation) opened bids for the Northside School Class I Bike Path - Phases 1 and 2 Project (Project). Nine bids were received ranging from \$1,495,007.00 to \$1,950,597.93. The Engineer's Estimate, updated to reflect quantity revisions issued during the addenda process, is \$1,703,166.50.

### 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 March 6, 2014. Sierra Nevada Construction, Inc. submitted its DBE Commitment form and Good Faith Efforts documentation on March 4, 2014. The DBE Commitment form shows that Sierra Nevada Construction, Inc. has committed to a DBE goal of 13.44%. Transportation reviewed Sierra Nevada Construction, 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 Sierra Nevada Construction, Inc. provided sufficient written confirmation from each DBE firm that each is participating in the Contract; and, that Sierra Nevada Construction, Inc. has committed to exceeding the contract goal.

Transportation issued the All Bidders Letter on Thursday, March 6, 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 Thursday, March 13 2014, with no protests received.

Sierra Nevada Construction, Inc. submitted the lowest bid in the amount of \$1,495,007.00. Transportation recommends award of the Construction Contract to Sierra Nevada Construction, Inc. who submitted the lowest responsive, responsible bid.

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.

**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,

*for Kimberly Allen CDA Agency Director*  
Bard R. Lower, Transportation Division Director  
Community Development Agency