



# 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

August 4, 2014

Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

**Agenda Title: 08/05/14 CDA/TD Request to Award - Lake Tahoe Blvd Enhancement Project, Legistar #14-0660**

**Meeting Date: August 5, 2014**

Dear Members of the Board:

Community Development Agency, Transportation Division, recommending the following pertaining to the Lake Tahoe Enhancement Project, Contract No. PW 12-30672, CIP No. 95186, P&C No. 585-C1499:

- 1) Award the Construction Contract to V&C Construction, Inc. who submitted the lowest responsive, responsible bid of \$707,964;
- 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 06/24/14, Item 18)

### **Reason for Recommendation**

On Monday, July 28, 2014, the Community Development Agency, Transportation Division (Transportation) opened bids for the Lake Tahoe Blvd Enhancement Project (Project). Five (5) bids were received ranging from \$707,694 to \$1,004,820. The Engineer's Estimate is \$812,706.

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

The Disadvantaged Business Enterprise (DBE) goal for the Project is 0%. 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 August 1, 2014. V&C Construction, Inc. submitted its DBE Commitment form and Good Faith Efforts documentation as part of their bid proposal on July 28, 2014. Transportation reviewed V&C Construction, Inc. DBE Commitment form submittal and Good Faith Efforts documentation and that V&C Construction, Inc. demonstrated and made adequate good faith efforts for DBE participation for the project.

Transportation issued the All Bidders Letter on Monday, July 28, 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 Monday, August 4, 2014, with no protests received.

V&C Construction, Inc. submitted the lowest bid in the amount of \$707,694.00. Transportation recommends award of the Construction Contract to V&C Construction, Inc. who submitted the lowest responsive, responsible bid.

Authorize Director Community Development Agency to Sign Escrow Agreement:  
Pursuant to Special Provisions Section 5-1.19, "Payments," 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 Section 22300 provides that the Contractor may request that payment of retentions earned be made directly to an Escrow Agent.

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 Director of the Community Development Agency, the Contractor will receive incremental releases from the Escrow Agent 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 Director of the Community Development Agency, these funds will be released to the Contractor.

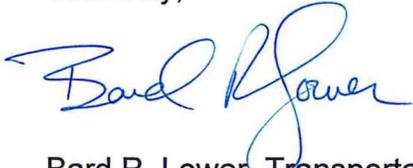
#### **Actions to be taken by Transportation following Board Approval**

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.

#### **Clerk of the Board Follow Up Actions**

1. The Clerk of the Board will forward the fully executed Construction Contract to Transportation for further processing.

Sincerely,

A handwritten signature in blue ink that reads "Bard R. Lower". The signature is fluid and cursive, with the first name "Bard" being more prominent than the last name "Lower".

Bard R. Lower, Transportation Division Director  
Community Development Agency