

AGENDA ITEM 2 A  
Action Item

**MEMORANDUM**

**DATE:** October 3, 2019

**TO:** El Dorado County Transit Authority

**FROM:** Matthew Mauk, Executive Director

**SUBJECT:** Upper Broadway Bus Stop Improvements Capital Improvement Plan Project No. 17-03

**REQUESTED ACTION:**  
**BY MOTION,**

- 1. Direct Staff to Continue with the Upper Broadway Bus Stop Improvements Project as Currently Proposed**
- 2. Direct Staff to Prepare an Amended Agreement with the City of Placerville for Construction and Draft Revisions to Capital Improvement Plan (CIP) Project No. 17-03 per Final Design**

**BACKGROUND**

The Upper Broadway Bike Lanes and Pedestrian Connection project is an active City of Placerville (City) project that spans from the intersection of Schnell School Road to Point View Drive on Broadway. The project includes pedestrian improvements, bike lanes and the El Dorado County Transit Authority (El Dorado Transit) Capital Improvement Project #17-03 for the build-out of a bus stop turnout east of the Schnell School Road intersection. The project implements a portion of the City's adopted Non-Motorized Transportation Plan for the Broadway Corridor. That plan also includes construction of a new transit stop near the Grocery Outlet at 1426 Broadway and maintains the current stop located adjacent to the Upper Room near Point View Drive.

On April 10, 2018, Placerville City Council adopted the environmental document in the form of an Initial Study/Mitigated Negative Declaration (IS/MND) as well as a cooperative agreement with El Dorado Transit to initiate design and right of way to secure the two transit stop locations. The coop agreement was presented to the El Dorado Transit Board at their May 3, 2018 meeting. Over the last year, design and right of way advanced quickly to keep the project in compliance with the funding delivery requirements.

Per Board direction, El Dorado Transit staff executed an agreement with the City in August 2018 to facilitate the pass-through of State Transit Assistance (STA) funds to the City for the build-out of the planned bus stops. In the same action, the Board authorized revisions to the project scope and preliminary budget to an estimated \$356,864 plus a 10% contingency, to provide for

construction of a sidewalk to connect the bus stop to the existing intersection of Broadway and Schnell School Road. The Agreement is included as Exhibit #1.

Per the CIP project description and the Agreement with the City, the bus stop was to be located on Broadway in front of the commercial parcel containing Grocery Outlet at 1426 Broadway. The original design included a bus turnout per El Dorado Transit design standards and a concrete pad suitable for placement of an advertising shelter. El Dorado Transit's advertising shelter program provides a source of added miscellaneous revenue. Maintenance of ad shelter bus stops is performed by the third party contractor, saving El Dorado Transit resources.

In order to construct the new bus stop adjacent to Grocery Outlet, acquiring right of way would be needed to support the improvements which included construction of a retaining wall at the property. These improvements would have impacted parking at the Grocery Outlet property. After attempting to coordinate with the property owner at Grocery Outlet, City staff and the design team attended a field meeting with the owner on August 8, 2018 where it became evident that he had no intention of allowing a transit stop to be placed on his property and was unwilling to sell any portion of his property to support the transit stop. At the conclusion of that meeting, City staff identified another site approximately 300' to the west within City right of way that could serve as an alternative bus stop location. This location requires repurposing an existing turn lane/driveway as the bus turnout. At the project development team meeting on September 18, 2018, Transit staff gave the approval to move forward with the alternative location. Since that time, the City has proceeded with design of a transit stop at the alternative location.

While in design, it was determined that the replacement of the transit stop at the Upper Room to bring it to El Dorado Transit design standards would also need to include acquisition of additional right of way and construction of a sidewalk and retaining wall that were cost prohibitive to the project. It was then mutually agreed that the existing stop at the Upper Room would be replaced in like kind over upgrading to a bus stop similar to that of the recently constructed stop near the Tractor Supply on Broadway.

Design on the project has progressed and is now complete. It is anticipated that the Placerville City Council will approve the release of the construction contract for bidding at its regular meeting on September 24, 2019. The project is scheduled to be released for bidding on October 24th, bid opening on November 14, and award of the construction contract in December. Transit related costs are still projected to be on budget with the original cooperative agreement with the City.

## **DISCUSSION**

The current construction documents include the transit stop at the alternative location, west of the previously proposed Grocery Outlet location, as shown in Exhibit #2 (attached). City staff and the design team recently met with the owner of the alternative site regarding construction of the relocated Broadway at Schnell School stop. While the owner was generally agreeable to the stop location, he was unwilling to support the placement of a full shelter. City staff negotiated and secured a verbal approval for installation of an uncovered bench at the stop.

The current design of the transit stop is not exactly as discussed in the original cooperative agreement with the City. While operationally viable, the stop as currently proposed lacks a standard pullout and a shelter. There is potential in the future for the developer/property owner of the Grocery Outlet parcel to construct that stop as a condition of approval for a future project. If El Dorado Transit still desires a stop at the original location, one could be constructed and possibly funded privately as part of required street frontage improvements per City code, 8-9-3.

At this time, staff is recommending El Dorado Transit continue with the Upper Broadway Bus Stop Improvements Project as currently proposed. If so directed, staff will work with the City to draft a new agreement or amend the existing agreement and will make corresponding revisions to Capital Improvement Plan (CIP) Project No. 17-03, per the final project design. Any new agreements will be reviewed by legal counsel and brought back to the Board at a later date for approval and/or direction to staff.

Alternatively, staff will continue to work with the City of Placerville on a different approach to the proposed transit improvements in the Upper Broadway corridor. If construction of the new bus stop 300' west of the originally proposed location is omitted from the project, El Dorado Transit would forfeit approximately \$36,400 for completed design work, but would not be committed to construction of the transit stop as part of the overall project. If so directed, Transit staff will notify the City staff as soon as possible to remove those improvements from the construction documents.

## **FISCAL IMPACT**

### *COST SUMMARY (ESTIMATE)*

	Approved <u>Budget</u>
Bus Stop Improvements	\$356,864
Contingency 10%	<u>\$ 35,686</u>
<i>Total Project Cost</i>	<i>\$392,550</i>

### *FUNDING SOURCES*

State Transit Assistance (STA)	<u>\$392,550</u>
<i>Total Revenue</i>	<i>\$392,550</i>

## **AGREEMENT FOR CONSTRUCTION OF A BUS TURNOUT FOR A TRANSIT FACILITY**

This Agreement for the construction of a bus turnout for a transit facility (transit facility) is entered into by and between the El Dorado County Transit Authority ("Transit") and the City of Placerville ("City") (collectively the "Parties").

### **RECITALS**

A. The City is planning to widen the roadway on Broadway to construct bicycle and pedestrian facilities from Schnell School Road to Point View Drive, known as the Upper Broadway Bike Lanes and Pedestrian Connection Project ("Project").

B. The Parties propose to include the design, right-of-way acquisition, and construction costs of a new transit facility in front of Grocery Outlet in the Upper Broadway Bike Lanes and Pedestrian Connection Project.

C. Overall costs related to right-of-way acquisition, physical construction, design, processing, permitting and all related matters will be reduced if the transit facility is included in the Upper Broadway Bike Lanes and Pedestrian Connection Project.

D. R.E.Y. Engineers, Inc. has prepared preliminary plans and engineer's estimates for the proposed transit facility and has determined their relative costs.

E. Transit will provide State Transit Assistance funds in the amount of \$356,864 to fund the design, right-of-way, and construction of the new transit facility in front of Grocery Outlet.

F. The funding Transit has obtained for the transit facility in front of Grocery Outlet will pass through to the City, which has completed preliminary engineering and environmental documentation, and is moving into the next phases of final design, right of way acquisition, and construction of the Upper Broadway Bike Lanes and Pedestrian Connection Project. Upon execution of this agreement, the City will bill actual costs to Transit for the completed preliminary engineering and environmental documentation work.

**NOW THEREFORE**, the Parties hereto agree as follows:

### **1. City Completion of the Transit Facility**

City shall, in a workmanlike manner, faithfully and fully construct or cause to be constructed a bus turnout for a transit facility, in accordance with mutually agreed upon plans and specifications prepared by R.E.Y. Engineers, Inc. All construction and installation work shall be in accordance with all applicable state and local rules, regulations, and ordinances, including but not limited to, applicable Public Contract Code sections, City bidding requirements, Labor Code requirements inclusive of

prevailing wage, and State licensing regulations. The transit facility will be inspected by Transit, or its designee. It will be rejected if it is not in conformity with the plans and specifications. Rejected work shall immediately be corrected by City or its contractor. When the work is substantially completed, City must notify Transit in writing that the work will be ready for final inspection on a definite date, at least five (5) business days thereafter. Prior to award, City and Transit shall mutually agree to proceed following verification of funding to construct the project. City is under no obligation to build the transit turnout facility if the roadway project does not proceed.

## **2. Payment for the Transit Facility**

A. Transit's share of costs for the transit facilities will be determined by actual costs for services, bidding, and construction contract award. R.E.Y. Engineers, Inc. has prepared a preliminary cost estimate for the transit facility in the amount of \$356,864. The City will not charge Transit local planning or permitting fees for construction of the transit facility.

B. Transit shall pay to the City actual costs in an estimated amount to the sum of \$356,864 for preliminary engineering, environmental documentation, final design, right of way acquisition, bidding, construction support, construction management, and construction of the transit facility in front of Grocery Outlet. Upon payment, the City will be fully responsible for construction of the transit facility during the Upper Broadway Bike Lanes and Pedestrian Connection Project pursuant to R.E.Y. Engineer's plans and specifications, including securing right-of-way, permitting and mitigation, bid process, construction, supervision of contractors and subcontractors, and inspection and approval of materials and work. Payment by Transit to City shall be based upon invoices submitted to Transit by City for work that has been completed and approved by City. The invoice shall designate the work completed and the allocation of costs in relation to the total amount to be paid by Transit. Work for construction shall be based upon invoices submitted by Contractor and approved by City.

C. In the event the lowest responsible bid exceeds the construction cost estimate, the City will determine the portion of the increased cost to be attributed to Transit for the transit facility, based on actual costs from service providers, as provided for in paragraph 1. Time is of the essence in making this determination. Prior to City awarding the bid with an increased cost that will obligate additional Transit funds, City will consult with and obtain Transit's approval for the additional Transit costs. If the amount exceeds Transit's available funding, that portion of the project shall not be completed and Transit shall be responsible for completing the transit turnout in front of Grocery Outlet at a later date.

D. In the event the lowest responsible bid is less than the construction cost estimate, the City will determine the portion of the decreased cost to be attributed to Transit for the transit facility, based on actual costs from service providers. In such event, Transit's financial obligation under paragraph 2 shall be reduced.

E. In the event the contractor submits a change order request during construction that would increase Transit's financial obligation to the Project, the City will determine the portion of the increased cost to be attributed to Transit as a result of the change order, based on actual costs from service providers, as provided for in paragraph 1. Time is of the essence in making this determination. Prior to City issuing the change order that would obligate additional Transit funds, City will consult with and obtain Transit's approval for the additional Transit costs.

### **3. Warranty**

City shall ensure that the contractor awarded the work warrants the materials and workmanship utilized on the Project for a period of one (1) year and shall make such replacements and repairs during such one (1) year period, at the contractor's sole cost and expense, as are necessary due to defects.

### **4. Performance and Payment Bonds**

City shall ensure that the contractor awarded the work provides Performance and Payment Bonds that name Transit as an additional obligee, and that include a one (1) year warranty provision in the Performance Bond against defects in materials and workmanship.

### **5. Insurance**

City shall require each and every contractor and subcontractor that performs work on the Project to include Transit as an additional named insured in the insurance provided by the Contractor to the City on the Project and that all insurance provisions provided to protect City are also provided to Transit. City shall ensure that contractor's insurance coverage shall be primary insurance as respects Transit and City, their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Transit or City, their officers, officials, employees, or volunteers shall be in excess of contractor's insurance and shall not contribute with it.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year written below.

**EL DORADO COUNTY  
TRANSIT AUTHORITY**

Date: 8/2/18

By: 

**Mindy Jackson  
Executive Director**

**CITY OF PLACERVILLE**

Date: 8/16/18

By: 

**M. Cleve Morris  
City Manager**





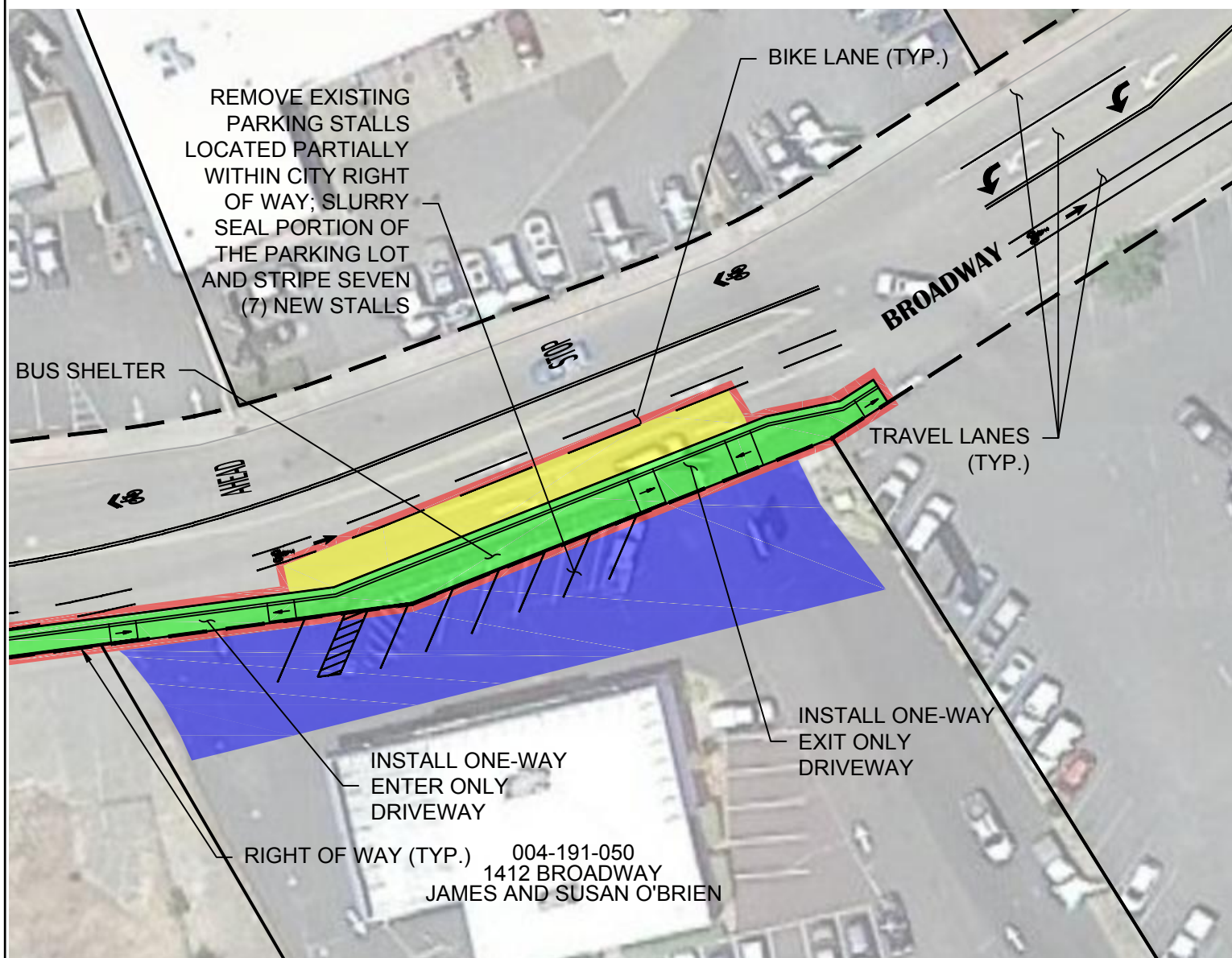
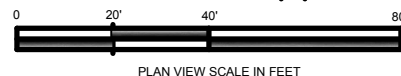
# UPPER BROADWAY BIKE LANES PROJECT

## AFFECTED PARCELS EXHIBIT

**004-191-050**

**FEBRUARY 15, 2019**

PROJECT NO.  
**CIP# 41508**



NOTE: DESIGN IS PRELIMINARY  
AND IMPROVEMENTS ARE  
SUBJECT TO CHANGE

### LEGEND

	EXISTING RIGHT-OF-WAY		PARCEL LINES
	PROPOSED SLURRY SEAL		PROPOSED SIDEWALK RAMP
	PROPOSED FULL DEPTH REMOVE AND REPLACE ASPHALT		PROPOSED DOWNWARD SLOPE
	PROPOSED CONCRETE CURB, GUTTER, AND SIDEWALK		
	PROPOSED BUS PAD		

R.E.Y. ENGINEERS, INC.

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