

AGENDA ITEM 1 D
Consent Item

MEMORANDUM

DATE: August 2, 2018

TO: El Dorado County Transit Authority

FROM: Brian James, Planning and Marketing Manager

SUBJECT: Approve Agreement between the City of Placerville (City) and the El Dorado County Transit Authority allowing the pass-through of funding to the City for Construction of a Bus Stop in the City's Upper Broadway Bike Lanes and Pedestrian Connection Project

REQUESTED ACTION:
BY MOTION,

- 1. Approve Revised Capital Improvement Plan Project Number 17-03 Bus Stop Improvements with new Shelter and Amenities on Upper Broadway, Placerville**
- 2. Approve Final Draft Agreement for Construction of a Bus Stop that allows the pass-through of State Transit Assistance funding for costs related to the bus stop project that will be included in the Upper Broadway Bike Lanes and Pedestrian Connection project**
- 3. Authorize the Executive Director or his/her designee to approve minor revisions to the Final Draft Agreement for Construction of a Bus Stop and any related documents necessary to manage the project within the adopted Capital Improvement Plan Project #17-03 with legal counsel review and approval**

BACKGROUND

The Upper Broadway Bike Lanes and Pedestrian Connection project is an active Placerville (City) capital project that includes the El Dorado County Transit Authority (El Dorado Transit) Capital Improvement Project #17-03 for the build-out of a bus stop. See Exhibit #1 for the project location.

El Dorado Transit and City staff incorporated tasks associated with the bus stop and sidewalk build-out into construction packages that are under development. El Dorado Transit staff worked with City staff to prepare a final draft Agreement between the City of Placerville and the El Dorado County Transit Authority to facilitate the pass-through of El Dorado Transit State Transit

Assistance funds to the City for the build-out of a planned bus stop. The draft agreement is included as Exhibit #2.

DISCUSSION

The City of Placerville proposes to include a bus stop and sidewalk as part of the complete construction package for the Upper Broadway Bike Lanes and Pedestrian Connection project. The bus stop will be located on Broadway near the Grocery Outlet at 1426 Broadway. By including the bus stop and sidewalk in the construction package for the project, El Dorado Transit will realize an economy of scale and reduced overall costs related to right-of-way acquisition, physical construction, design, processing, permitting and related matters. Information regarding the project is available on the City of Placerville website at <https://www.cityofplacerville.org/upper-broadway-bike-lanes>.

The Capital Improvement Plan (CIP) 17-03 revision in Exhibit #3 is the result of the addition of a sidewalk that will connect the bus stop to the existing sidewalk on Broadway at Schnell School Road for ADA accessibility, and the projected increase in construction costs.

City and El Dorado Transit staff developed the attached Final Draft Agreement for Construction of a bus stop that allows the pass-through of State Transit Assistance (STA) funding to cover overall costs related to the bus stop project that will be included in the Upper Broadway Bike Lanes and Pedestrian Connection project. The final draft agreement presented for approval was approved as to form by Mike Tucker, Legal Counsel for El Dorado Transit.

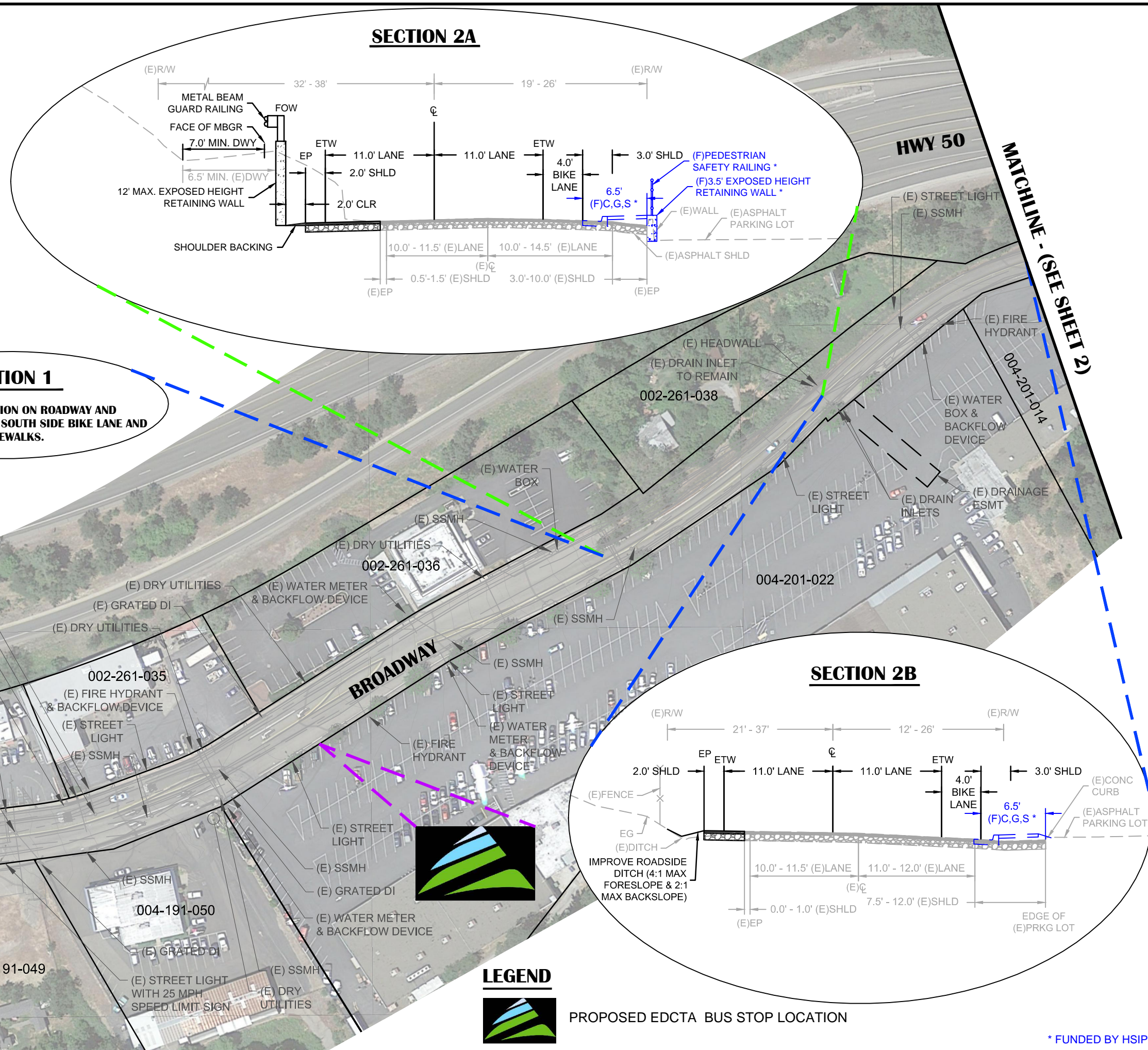
FISCAL IMPACT

COST SUMMARY (ESTIMATE)

	<u>Proposed 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>

[illegible]

**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**

CITY OF PLACERVILLE

Date: _____

Date: _____

By: _____

**Mindy Jackson
Executive Director**

By: _____

**M. Cleve Morris
City Manager**

Bus Stop Improvements with new Shelter and Amenities on Upper Broadway, Placerville

Project No. 17-03 (1)

The El Dorado County Transit Authority (El Dorado Transit) operates a local fixed route service in the City of Placerville that includes stops on Broadway. Currently one (1) stop meets design standards on the south side.

El Dorado Transit recommends an advertising shelter with a schedule holder. This would meet El Dorado Transit design standards. The advertising program managed by El Dorado Transit provides shelter and bus stop maintenance and miscellaneous revenue. The shelter maintenance is performed by the third party advertising contractor saving the El Dorado Transit resources (staff time and funding).

Project will include the build-out of a bus turnout and the acquisition and installation of bus shelter, waste receptacle, wall schedule, tax, delivery and solar power if required.

<i>COST SUMMARY (ESTIMATE)</i>	<u>Adopted Budget</u>	<u>Proposed Budget</u>
Bus Stop Improvements	\$150,509	\$356,864
Contingency 10%	\$ 15,505	\$ 35,686
<i>Total Project Cost</i>	\$166,014	\$392,550

FUNDING SOURCE

State Transit Assistance (STA)	\$166,014	\$392,550
<i>Total Revenue</i>	\$166,014	\$392,550