

## PUBLIC IMPROVEMENT AGREEMENT

THIS AGREEMENT made at the City of Reedley, by and between MYERS & SONS CONSTRUCTION LP, hereinafter called the Contractor and the CITY OF REEDLEY, hereinafter called the Owner.

WITNESSETH: That the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

### SECTION A

The Contractor agrees to furnish all labor and materials, including tools, implements, and appurtenances required, and to perform all work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, Subcontractors, artisans, machinists, teamsters, draymen, and laborers, required for: **FEDERAL-AID PROJECT No. BHLS-5216(028), MANNING AVENUE BRIDGE REPLACEMENT** in the City of Reedley, including all appurtenances thereto, in strict compliance with the Bid and Contract Documents and the Special Provisions dated May 28, 2013.

### SECTION B

The Contractor and the Owner agree that the Bid and Contract Documents, as completed by the Contractor and including, but not limited to, the Notice to Bidders, Bid Form, Bid Bond, Bidder's Statement (Worker's Compensation Insurance, the Prevailing Wage Rate Determination as determined by the State Director of Industrial Relations, or Federal Wage Rate Determination as determined by the Secretary of Labor (Davis-Bacon Determination No. CA130029, Modification No. 11, incorporated herein by reference), whichever is higher, the Standard Specifications dated May 2006, of the State of California, Department of Transportation, and any supplementary specifications referenced therein, the Standard Plans dated May 2006 and supplementary details referenced therein, the Special Provisions including the General Provisions (Sections 1 through 15 inclusive), as completed by the contractor and including, but not limited to, Performance Bond, Payment Bond, Certificates of Insurance and Endorsements (Worker's Compensation [Employer's Liability], Comprehensive General Liability, and Automobile Liability), the Federal-aid Construction Contract Provisions (Form 1273) incorporated herein by reference, the Plans and Drawings, Exhibits, Appendices, and also addenda thereto and supplemental agreements, together with this Agreement, form the contract, and they are as fully a part of this contract as if herein repeated. No part of said Specifications which is in conflict with any portion of this agreement shall be considered as any part of this agreement, but shall be utterly null and void.

### SECTION C

The Owner agrees to pay the Contractor in current funds for the Performance of the contract, **FOURTEEN MILLION NINE HUNDRED SEVENTY FIVE THOUSAND SEVEN HUNDRED FOUR DOLLARS AND FIFTEEN CENTS (\$14,975,704.15)**, it being understood that said price is based upon the estimated quantities of materials to be used as set forth in the Proposal, and upon completion of the project the final contract price shall be revised, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Proposal hereto attached.

## **SECTION D**

If the Contractor shall be adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his Subcontractors should persistently or repeatedly refuse or should fail, except in cases of materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregard laws, ordinances, or the instructions of the City Engineer of the City of Reedley, hereinafter referred to as Engineer, then the Owner may upon certificate of the Engineer when sufficient cause exists to justify such action, serve written notice upon the Contractor and his surety of its intention to terminate the contract, and unless within five (5) days after service of such notice, such violations shall cease and satisfactory arrangement for correction thereof be made, the contract shall, upon the expiration of said five (5) days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within ten (10) days after the serving upon it of notice of termination does not give Owner written notice of its intention to take over and perform the contract or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety will be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner, may without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administration services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided, and damage incurred through the Contractor's default, shall be certified by the Engineer.

## **SECTION E**

With respect to any work required to be done under this contract, the Contractor shall indemnify and hold harmless the Owner (City of Reedley), the State of California, the United States of America, and all other participating public agencies whether or not said agencies are named herein who have jurisdiction within the areas under which the work is to be performed and all officers, officials, volunteers and employees of the Owner, the State of California, the United States of America and said other participating agencies against any and all claims, demands, causes of action, damages, (including damages to the Owner's property or property of any participating agencies) costs, or liabilities (including costs, or liabilities of the Owner, or the participating agencies with respect to its employees) in law or in equity of every kind and nature whatsoever, directly or proximately resulting from or caused by the performance of the contract whether such performance by the Contractor, his Subcontractor, or anyone directly or indirectly employed by him; and the Contractor shall, at his sole risk and expense, defend any and all suits, actions, or other legal proceedings, which may be brought or instituted by third persons against the Owner, their participating agencies, their officers and employees on any such claim, demand, or cause of action and the Contractor shall pay and satisfy any judgment or decree which may be rendered against the Owner, their participating agencies, their officers and employees and any such suit, action, or other legal proceedings.

The Contractor shall furnish the Owner with a Certificate of Insurance, indicating insurance coverage with respect to the liability assumed by the Contractor under the provisions of this article, and shall further indicate insurance coverage with minimum limits as shown in the project specifications.

The Certificate of Insurance shall further provide that a minimum thirty (30) days notice of cancellation or reduction in coverage shall be given the Owner.

An Additional Insured Endorsement to the Contractor's Liability Insurance policy naming the City of Reedley, its officers, officials, employees and volunteers, and other participating public agencies (if applicable) and all officers and employees of the above shall also be furnished.

## **SECTION F**

Contractor represents that he has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during performance of the work contemplated herein will continue so to comply with said provisions of said Code. Contractor shall supply the Owner with the insurance data and certificates as set forth in the specifications. The Certificates of Insurance evidence that Worker's Compensation Insurance is in effect as well as employer's liability insurance with limits of \$1,000,000 per accident and providing that the Owner will receive thirty (30) days notice of cancellation. If the Contractor self-insures Worker's Compensation, Certificate of Consent to Self-insure shall be provided the Owner.

## **SECTION G**

Contractor shall forthwith furnish in triplicate a faithful performance bond in an amount equal to One-Hundred (100%) percent of the contract price and a payment (labor and materials) bond in an amount equal to One-Hundred (100%) percent of the contract price, both bonds to be written by a surety company acceptable to the Owner and in the form prescribed by law.

The payment bond shall include a provision that if the Contractor or his Subcontractors shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the contract or (b) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of the employees of the Contractor and Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these amounts. In case suit is brought upon the payment bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

## **SECTION H**

Should either party to the contract bring an arbitration or mediation proceeding or other action to enforce any provisions of the contract, including an action pursuant to Public Contract Code Section 20104.4, the prevailing party shall be entitled to recover reasonable attorney's fees and all costs in connection therewith. The term "prevail" as used in this section shall include any action at law, in equity, or pursuant to arbitration in which either party has been successful.

**SECTION I**

Time is of the essence. The improvement and work contemplated in the performance of this contract is predicated on suitable weather conditions as determined by the City Engineer. In the event the City Engineer determines that suitable conditions are not experienced during the contract period (after the notice to proceed) it is agreed that the contract may be delayed by weather and will be credited additional days as provided in the specifications, but no additional monetary compensation. Any such delay shall be documented and processed on the standard change order form.

IN WITNESS WHERE OF, they have executed this agreement the 16<sup>th</sup> day of September, 2013.

**CONTRACTOR,**  
MYERS & SONS CONSTRUCTION LP

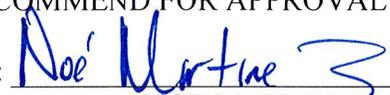
BY:   
CLINTON W. MYERS

*(Print Name Below Signature Line)*

**OWNER,**  
CITY OF REEDLEY

BY:   
NICOLE R. ZIEBA  
CITY MANAGER

RECOMMEND FOR APPROVAL

BY:   
NOE MARTINEZ, P.E.  
CITY ENGINEER

**RESOLUTION NO. 2013-079**

**A RESOLUTION TO THE CITY COUNCIL OF THE CITY OF REEDLEY AWARDING A  
CONSTRUCTION CONTRACT TO MYERS & SONS CONSTRUCTION LP FOR  
THE MANNING BRIDGE REPLACEMENT, FEDERAL-AID PROJECT NO. BHLS-5216(028)**

**WHEREAS**, the City of Reedley issued a Notice to Contractors for Manning Bridge Replacement, Federal-Aid Project No. BHLS-5216(028); and

**WHEREAS**, the City received, opened and read aloud six (6) bids that ranged from \$14,975,704.15 to \$20,576,378.88; and

**WHEREAS**, the lowest, most responsive and responsible bid was submitted by Myers & Sons Construction LP in the amount of \$14,975,704.15

**WHEREAS**, the City desires to award a construction contract for the low bid to be financed with Federal and Local funds via grants and regular allocations.

**WHEREAS**, the City set a Disadvantage Business Enterprise (DBE) participation goal of 9% for this Manning Bridge Replacement Project and contractors were required to meet the goal or otherwise demonstrate adequate good faith efforts in meeting the goal.

**WHEREAS**, the three lowest bidders proposed the following DBE participation with their bids for the project.

Company	DBE Participation
Myers & Sons	5.24%
Granite Construction	2.10%
Viking Construction	16.48%

**WHEREAS**, the City has performed an extensive review of all contractor DBE submittals and upon thorough evaluation of the DBE participation and good faith efforts in meeting the goal has determined that Myers & Sons have met the DBE requirements.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Reedley as follows:

1. That the bid from Myers & Sons Construction LP is determined the lowest, responsive and responsible construction bid for the Manning Bridge Replacement Project.
2. That the contract for Manning Bridge Replacement, Federal-Aid Project No. BHLS-5216(028) is awarded to Myers & Sons Construction LP for the unit and lump sum prices as bid, the total amount of the contract being \$14,975,704.15.
3. That the City Manager is authorized and directed to promptly execute the contract for the subject work with Myers & Sons Construction LP subject to the submittal of the necessary bonds, insurance certificates and other necessary documents required by the specifications and special provisions for this project, all for the approval by and to the satisfaction of the City Engineer and the City Attorney.
4. The City Manager and/or her designee, is hereby authorized to execute contract change orders to the contract for this project and shall not exceed 10% of the total bid or \$1,497,570.41 without prior approval of this City Council.
5. The total construction budget for this project, including the construction contract, contingency and construction engineering costs shall not exceed \$18,719,630 and shall be funded from the federal Highway Bridge Program (HBP) Grant, Streets and Traffic DIFs and FCTA Local Measure C funding.

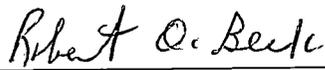
This foregoing resolution is hereby approved this 3<sup>rd</sup> day of September, 2013, by the following vote:

AYES: Soleno, Rodriguez, Betancourt, Fast, Beck.

NOES: None.

ABSTAIN: None.

ABSENT: None.

  
\_\_\_\_\_  
Robert O. Beck, Mayor

ATTEST:

  
\_\_\_\_\_  
Sylvia B. Plata, City Clerk

**BUDGET AMENDMENT  
RESOLUTION 2013-080**

The City Council of the City of Reedley does hereby amend the 2013-14 Adopted Budget as follows:

**Section I - Additions:**

FUND-DEPT.OBJECT	AMOUNT
101-4271.5880	\$511,862

Purpose: To fund anticipated project construction costs.

**Section II - Source of Funding:**

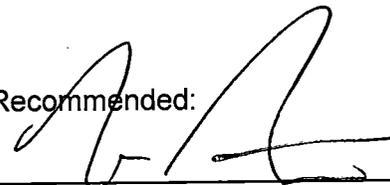
FUND BALANCE	AMOUNT
101-2710	\$511,862

Impact: Reduces fund balance by same amount for 101-2710.

Reviewed:

  
\_\_\_\_\_  
Director of Finance & Administrative Services

Recommended:

  
\_\_\_\_\_  
City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on September 3, 2013, by the following vote:

AYES: Soleno, Rodriguez, Betancourt, Fast, Beck.

NOES: None.

ABSENT: None.

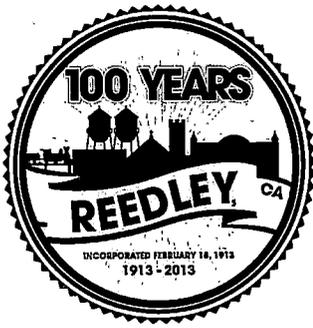
ABSTAIN: None.

APPROVED:

  
\_\_\_\_\_  
Robert O. Beck, Mayor

ATTEST:

  
\_\_\_\_\_  
Sylvia B. Plata, City Clerk



# REEDLEY CITY COUNCIL

- Consent
- Regular Item
- Workshop
- Closed Session
- Public Hearing

ITEM NO: \_\_\_\_\_

DATE: 9/3/2013

TITLE: CONSIDER THE FOLLOWING ITEMS (A) AND (B) FOR THE MANNING BRIDGE REPLACEMENT, FEDERAL-AID PROJECT NO. BHLS-5216(028):

- A) ADOPT RESOLUTION 2013-079 AWARDDING A CONSTRUCTION CONTRACT TO MYERS & SONS CONSTRUCTION LP
- B) ADOPT RESOLUTION 2013-080 AMENDING THE 2013-14 ADOPTED BUDGET PROVIDING NEW APPROPRIATIONS TO THE PROJECT FROM THE TRAFFIC DEVELOPMENT IMPACT FEES FUND BALANCE

SUBMITTED: Noé Martinez, P.E.  
City Engineer

APPROVED: Nicole Zieba  
City Manager

## RECOMMENDATION

That the City Council adopt Resolution No. 2013-079, awarding a construction contract for the Manning Bridge Replacement, Federal-Aid Project No. BHLS-5216(028) to the lowest responsive, responsible bidder, Myers & Sons Construction LP, in the amount of \$14,975,704.15. Adopt Resolution No. 2013-080 amending the 2013-2014 Adopted Budget providing additional funds to the project from the Traffic Development Impact Fees (DIF) Fund Balance.

## EXECUTIVE SUMMARY

Staff is requesting that the City Manager be authorized to execute the agreement for the Manning Bridge Replacement Project with Myers & Sons, subject to the submittal of the necessary bonds, insurance certificates and other necessary documents as required by the specifications and special provisions for this project, all for the approval by and to the satisfaction of the City Engineer and City Attorney, and to approve the proposed budget amendment to fully fund this project.

## BACKGROUND

The work for this project consists in general of the replacement of the Manning Avenue Bridge

over the Kings River and construction of roadway approach including but not limited to, removal and disposal of existing bridge and foundations, improvements for new 4-lane bridge, asphalt concrete pavement, curb, gutter, meandering and monolithic sidewalks, raised concrete medians, landscaping, street lighting, signing/stripping, traffic signal retrofits, storm drain treatment system and outfall, wet and dry utility relocations. Work will also include earthwork grading for a future trail undercrossing on the east side of bridge.

On June 4, 2013, a Notice to Bidders for the Manning Bridge Replacement Project was published in the Fresno Bee for an advertisement period of approximately six (6) weeks. During the bidding period, a total of (21) contractors/subcontractors requested bid documents from the City for this project. Seven addendums were issued during the project bidding period to address the 10-day wage check as required by the Federal funding program for Davis-Bacon Act prevailing wage compliance and to answer other miscellaneous bidder questions.

On July 18, 2013, City staff conducted the bid opening for this Manning Bridge Replacement Project. A total of six (6) bids were received, opened and read aloud. The bids received ranged from \$14,975,704.15 to \$20,576,378.88, as shown in the attached bid tabulation and summarized below.

1	2	3	4	5	6
Myers & Sons	Granite	Viking	Lee's Paving	Flatiron	Emmetts
\$14,975,704.15	\$15,576,110.64	\$16,112,045.70	\$17,396,929.71	\$17,595,871.10	\$20,576,378.88

The Engineer's Estimate of probable construction costs was \$15,635,851.39. As a result of this significant bidder turnout, the City received favorable bid prices, including two bids below the project estimate. City staff has reviewed and determined that the low bidder's proposal is both responsive and responsible per the construction documents for this project. Staff recommends that the City Council award a construction contract to Myers & Sons Construction, for the amount of \$14,975,704.15.

Staff anticipates this project commencing in late October, 2013, with a construction period of 360 working days or approximately 30 months. City staff will work with the contractor to plan this work efficiently while maintaining safety for the public and businesses at all times and access in and around the construction zone as required.

Construction costs for this project will be partly funded with a federal grant from the Highway Bridge Program. Local match funding sources include Measure C, Streets DIF and Traffic DIF funds.

**FEDERAL DISADVANTAGE BUSINESS ENTERPRISE REQUIREMENTS**

City staff set a Disadvantage Business Enterprise (DBE) participation goal for this Manning Bridge Replacement Project of 9 percent using the Caltrans' standard formula. The project special provisions and federal law required that all bidders meet this DBE goal or show adequate good faith efforts in meeting the goal. Pursuant to the specifications, City staff requested and received the proposed DBE participation from the three lowest bidders as follows:

Company	DBE Participation
Myers & Sons	5.24%
Granite Construction	2.10%
Viking Construction	16.48%

Viking Construction met the goal as the third highest bidder. Although Myers & Sons achieved only 5.24% DBE participation, City staff has determined, after an extensive review and analysis, that Myers & Sons demonstrated adequate good faith efforts to meet the goal. The City's findings supporting this final determination are documented on the attached Good Faith Efforts Evaluation Memo.

Upon initial review of Myers & Sons DBE submittals, City staff's preliminary finding was that Myers & Sons had not met the good faith effort requirement. City staff notified Myers & Sons of this initial determination, and provided them an opportunity to submit additional documentation and argument to demonstrate that they had met the Good Faith Efforts requirements. Myers & Sons responded to this initial determination with additional justification for why their bid should be accepted and requested an administrative reconsideration meeting as allowed by the U.S. Code of Federal Regulations (CFR) governing the federal funds for this project.

On August 20, 2013, City staff held the reconsideration meeting to consider Myers & Sons' arguments that it had satisfied the DBE good faith efforts requirement for this project. The City Manager was the reconsideration officer for this meeting with support from other committee members from outside agencies representing Caltrans and the County of Tulare.

Based on the information and arguments provided during the administrative reconsideration process, the City Manager and City staff have concluded Myers & Sons has demonstrated it conducted adequate good faith efforts to meet the DBE goal. Accordingly, City staff recommends that Myers & Sons bid be determined responsive, and the project contract be awarded to Myers & Sons. The post-reconsideration findings concluded that Myers & Sons had met all but one of the eight (8) good faith efforts criteria outlined by the CFRs as outlined in the evaluation memo.

#### **CONTRACT AWARD OPTIONS**

Per City staff's recommendation, the Council may determine Myers & Sons as the lowest, responsive and responsible bidder for having met all project requirements, including demonstrating good faith efforts in meeting the project's DBE participation goal.

The Council could determine that it wants to review the DBE documentation on its own and reach its own conclusion before determining Myers & Sons met the DBE good faith efforts requirement. This is not recommended. City staff has followed the CFRs in conducting the DBE documentation review and administrative reconsideration. A separate review by the Council is not required, and would detrimentally delay the award of the project contract as more fully described below. Depending on Council's findings after conducting such a review, the Council may need to determine who is the next most lowest, responsive and responsible bidder for award of the contract. City staff has preliminarily determined that the apparent second lowest bidder failed to comply with the DBE good faith efforts and therefore would not be eligible for award of this contract. The City Council would need to consider Viking Construction as the next most lowest and qualified bidder. This option would, however, not only result in a delay in awarding the contract, but would also result in a bid price difference of more than \$1.15 million for the project. Most of this price increase would be funded with the federal grant with the City's local match being approximately \$50,000 higher than currently budgeted for this project.

The other option is the Council could determine to reject bids and re-advertise the project. However, this option would detrimentally impact the project schedule for start of work in this current construction season. Re-bidding the project would result in approximately a 4 month delay of start of construction to late December, 2013. This delay would not allow the contractor to complete the first phase of the work by March, 2014, when river flows traditionally began to increase and prevent any access to the river bed. With work starting this year, missing the March, 2014, target date for completing work within the river bed could result in suspension of the project and lead to significant change order costs and traffic flow restrictions across the bridge for an extended time duration until the following construction season in August/September of 2014.

Another concern to consider with the re-bidding the project is the funding deadlines for start of construction and submittal of a construction invoice to Caltrans, the funding agency. If the project is re-bid, City staff suggests postponing the re-bid until June, 2014, rather than immediately re-bidding and awarding a contract in the next few months and then have immediately suspend work during the rapidly closing window for constructing this year. In order to avoid a project inactive status and risk forfeiting the funds from the federal grant, the City would need to submit the first construction invoice for the project in May, 2014.

City staff does not recommend this option, as re-bidding the project could lead to excessive and preventable change orders and adverse traffic impacts and possible loss of funding if postponed until next construction season.

#### **FISCAL IMPACT**

It is estimated that the construction cost for the Manning Bridge Replacement Project, including the construction contract plus contingencies and construction engineering expenses shall not exceed \$18,719,630, with a federal share amount of \$16,572,488 and local match of \$2,147,142.

To fully fund this project, City staff recommends providing new appropriations to this project of \$511,862, from the Traffic DIF Fund Balance. This appropriation would reduce the Traffic DIF projected fund balance for fiscal year 2013-2014 from approximately \$519,000 to \$7,000. Prior to the dissolution of the Redevelopment Agency (RDA), staff had planned to use RDA funds to partly fund construction costs for the Manning Bridge Replacement Project. The current funding deficit for this project represents the funds that were previously budgeted but are no longer available from the City's RDA account.

#### **COMMITTEE/COMMISSION REVIEW/ACTIONS: N/A**

#### **PRIOR COUNCIL ACTIONS:**

The CEQA Mitigated Negative Declaration for this project was approved by the City Council on August 25, 2009, by Resolution No. 2009-060 and subsequently recorded with the County of Fresno. The current FY 2013-2014 appropriations for this project were budgeted and approved by City Council on June 25, 2013.

#### **ATTACHMENTS**

1. Bid Tabulation (3 Pages)
2. Good Faith Efforts Evaluation Memo for Final Decision per Reconsideration Findings
3. Resolution No. 2013-079, Myers & Sons Contract Award
4. Resolution No. 2013-080, Manning Bridge Budget Amendment

Manning Avenue Bridge Replacement  
 Federal Aid Project No. BIL5-S216(028)  
 Bid Opening July 18, 2013  
 Summary of Bids

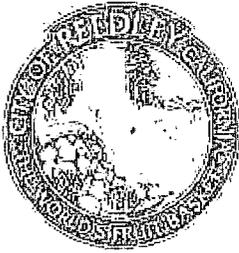
Item No.	Item Description	Unit	Qty	Engineers Estimate		Myers and Sons		Granite		Viking		Lee's Paving		Flatiron		Emmetts			
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total				
<b>SCHEDULE A - HBP Participating Bridge Work</b>																			
1	FURNISH FIELD OFFICE	LS	15	\$ 50,000.00	\$ 50,000.00	\$ 40,000.00	\$ 40,000.00	\$ 55,000.00	\$ 55,000.00	\$ 50,000.00	\$ 50,000.00	\$ 100,000.00	\$ 100,000.00	\$ 90,000.00	\$ 90,000.00	\$ 71,000.00	\$ 71,000.00		
2	TEMPORARY FENCE (TYPE ESA)	LF	4459	\$ 5.00	\$ 22,295.00	\$ 3.00	\$ 13,377.00	\$ 8.00	\$ 35,673.00	\$ 5.00	\$ 22,295.00	\$ 5.00	\$ 22,295.00	\$ 3.50	\$ 15,606.50	\$ 3.50	\$ 15,606.50		
3	STORM WATER POLLUTION CONTROL	LS	15	\$ 57,000.00	\$ 57,000.00	\$ 20,000.00	\$ 20,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 50,000.00	\$ 50,000.00	\$ 275,000.00	\$ 275,000.00	\$ 80,000.00	\$ 80,000.00		
4	BIRD PROTECTION AND EXCLUSION	LS	15	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 17,000.00	\$ 17,000.00		
5	BAT PROTECTION AND EXCLUSION	LS	15	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 17,000.00	\$ 17,000.00		
6	ALTERNATIVE STORMWATER BOX	EA	2	\$ 16,000.00	\$ 32,000.00	\$ 15,000.00	\$ 30,000.00	\$ 18,000.00	\$ 36,000.00	\$ 15,000.00	\$ 30,000.00	\$ 14,900.00	\$ 29,800.00	\$ 20,000.00	\$ 40,000.00	\$ 17,000.00	\$ 34,000.00		
7	CONSTRUCTION AREA SIGNS	LS	15	\$ 25,000.00	\$ 25,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,650.00	\$ 4,650.00	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00		
8	TRAFFIC CONTROL SYSTEM	LS	15	\$ 55,250.00	\$ 55,250.00	\$ 85,000.00	\$ 85,000.00	\$ 350,000.00	\$ 350,000.00	\$ 120,000.00	\$ 120,000.00	\$ 250,000.00	\$ 250,000.00	\$ 150,000.00	\$ 150,000.00	\$ 30,000.00	\$ 30,000.00		
9	TYPE III BARRICADE	EA	12	\$ 80.00	\$ 960.00	\$ 50.00	\$ 600.00	\$ 55.00	\$ 660.00	\$ 150.00	\$ 1,800.00	\$ 55.00	\$ 660.00	\$ 25.00	\$ 300.00	\$ 120.00	\$ 1,440.00		
10	TEMPORARY PAVEMENT MARKING (PAINT)	SQFT	228	\$ 3.00	\$ 684.00	\$ 3.00	\$ 684.00	\$ 10.00	\$ 2,280.00	\$ 25.00	\$ 5,700.00	\$ 30.00	\$ 6,840.00	\$ 25.00	\$ 5,700.00	\$ 27.00	\$ 6,156.00		
11	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	10081	\$ 0.50	\$ 5,040.50	\$ 0.50	\$ 5,040.50	\$ 0.70	\$ 7,056.70	\$ 2.00	\$ 20,162.00	\$ 0.70	\$ 7,056.70	\$ 0.70	\$ 7,056.70	\$ 0.75	\$ 7,567.75		
12	CHANNELIZER (SURFACE MOUNTED)	EA	157	\$ 40.00	\$ 6,280.00	\$ 30.00	\$ 4,710.00	\$ 30.00	\$ 4,710.00	\$ 100.00	\$ 15,700.00	\$ 30.00	\$ 4,710.00	\$ 40.00	\$ 6,280.00	\$ 35.00	\$ 5,497.50		
13	TEMPORARY PAVEMENT MARKER	EA	33	\$ 4.00	\$ 132.00	\$ 6.00	\$ 198.00	\$ 5.00	\$ 165.00	\$ 25.00	\$ 825.00	\$ 50.00	\$ 1,650.00	\$ 25.00	\$ 825.00	\$ 25.00	\$ 825.00		
14	TEMPORARY RAILING (TYPE K)	LF	5560	\$ 20.00	\$ 111,200.00	\$ 15.00	\$ 83,400.00	\$ 18.00	\$ 100,800.00	\$ 20.00	\$ 111,200.00	\$ 146.00	\$ 81,172.00	\$ 20.00	\$ 111,200.00	\$ 90.00	\$ 500.00		
15	TEMPORARY CRASH CUSHION MODULE	EA	126	\$ 300.00	\$ 37,800.00	\$ 150.00	\$ 18,900.00	\$ 145.00	\$ 18,270.00	\$ 150.00	\$ 19,200.00	\$ 10.00	\$ 1,260.00	\$ 4.00	\$ 504.00	\$ 8.00	\$ 1,008.00		
16	TEMPORARY TRAFFIC SCREEN	LF	1200	\$ 6.00	\$ 7,200.00	\$ 4.00	\$ 4,800.00	\$ 16.00	\$ 19,200.00	\$ 10.00	\$ 12,000.00	\$ 50.00	\$ 60,000.00	\$ 45,000.00	\$ 45,000.00	\$ 95,000.00	\$ 44,000.00		
17	CONTRACTOR SUPPLIED BIOLOGIST (LS)	LS	15	\$ 60,000.00	\$ 60,000.00	\$ 50,000.00	\$ 50,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00		
18	REMOVE FENCE	LF	1801	\$ 4.00	\$ 7,204.00	\$ 4.00	\$ 7,204.00	\$ 3.75	\$ 6,750.00	\$ 10.00	\$ 18,010.00	\$ 3.75	\$ 6,750.00	\$ 3.75	\$ 6,750.00	\$ 3.75	\$ 6,750.00		
19	REMOVE METAL BEAM/GUARD RAILING	LF	5392	\$ 1.00	\$ 5,392.00	\$ 1.00	\$ 5,392.00	\$ 0.75	\$ 4,044.00	\$ 1.50	\$ 8,088.00	\$ 0.77	\$ 4,154.84	\$ 0.75	\$ 4,044.00	\$ 0.75	\$ 4,044.00		
21	REMOVE PAVEMENT MARKING	SQFT	30	\$ 150.00	\$ 4,500.00	\$ 3.00	\$ 90.00	\$ 7.25	\$ 217.50	\$ 35.00	\$ 1,050.00	\$ 7.25	\$ 217.50	\$ 115.00	\$ 3,450.00	\$ 150.00	\$ 4,500.00		
22	REMOVE ROADSIDE SIGN	EA	6	\$ 100.00	\$ 600.00	\$ 125.00	\$ 750.00	\$ 115.00	\$ 690.00	\$ 150.00	\$ 900.00	\$ 5.00	\$ 30.00	\$ 14,010.00	\$ 5.15	\$ 30.90	\$ 2,218.00	\$ 2,248.90	
23	REMOVE CURB	LF	2802	\$ 10.00	\$ 28,020.00	\$ 7.00	\$ 19,614.00	\$ 10.00	\$ 28,020.00	\$ 10.00	\$ 28,020.00	\$ 1.00	\$ 2,802.00	\$ 1,800.00	\$ 5,040.00	\$ 1,500.00	\$ 4,200.00	\$ 350.00	\$ 700.00
24	REMOVE OVERSIDE DRAIN	EA	2	\$ 800.00	\$ 1,600.00	\$ 1,500.00	\$ 3,000.00	\$ 350.00	\$ 700.00	\$ 1,000.00	\$ 2,000.00	\$ 60.00	\$ 120.00	\$ 2,460.00	\$ 12.00	\$ 24.00	\$ 25.00	\$ 50.00	
25	REMOVE CULVERT	EA	205	\$ 80.00	\$ 16,400.00	\$ 16.00	\$ 3,280.00	\$ 19.00	\$ 3,895.00	\$ 75.00	\$ 15,375.00	\$ 60.00	\$ 12,300.00	\$ 1,200.00	\$ 2,400.00	\$ 1,000.00	\$ 2,000.00	\$ 1,645.00	\$ 3,290.00
26	REMOVE INLET	EA	5	\$ 950.00	\$ 4,750.00	\$ 725.00	\$ 3,625.00	\$ 800.00	\$ 4,000.00	\$ 1,100.00	\$ 5,500.00	\$ 1,000.00	\$ 5,000.00	\$ 1,200.00	\$ 6,000.00	\$ 1,200.00	\$ 6,000.00	\$ 1.20	\$ 6.00
27	REMOVE HOT MIX ASPHALT SURFACING	SQFT	2975	\$ 1.50	\$ 4,462.50	\$ 0.50	\$ 1,487.50	\$ 0.36	\$ 1,071.00	\$ 1.00	\$ 2,975.00	\$ 3.00	\$ 8,925.00	\$ 4.00	\$ 11,900.00	\$ 5.00	\$ 14,925.00	\$ 6,000.00	\$ 17,925.00
28	SALVAGE SIGN STRUCTURE	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,100.00	\$ 1,100.00	\$ 5,000.00	\$ 5,000.00	\$ 2,750.00	\$ 2,750.00	\$ 1,500.00	\$ 1,500.00	\$ 2,850.00	\$ 2,850.00	\$ 3,800.00	
29	RELOCATE ROADSIDE SIGN	EA	19	\$ 200.00	\$ 3,800.00	\$ 225.00	\$ 4,275.00	\$ 210.00	\$ 3,990.00	\$ 150.00	\$ 2,850.00	\$ 10.00	\$ 190.00	\$ 210.00	\$ 3,990.00	\$ 150.00	\$ 2,850.00	\$ 6,000.00	\$ 6,000.00
30	REMOVE CONCRETE SIDEWALK	LF	901	\$ 15.00	\$ 13,515.00	\$ 6.00	\$ 5,406.00	\$ 10.00	\$ 9,010.00	\$ 12.00	\$ 10,812.00	\$ 6.25	\$ 5,631.25	\$ 7.00	\$ 6,307.00	\$ 6.00	\$ 5,406.00	\$ 15.00	\$ 13,515.00
31	REMOVE RAISED ISLAND	CY	472	\$ 30.00	\$ 14,160.00	\$ 35.00	\$ 16,520.00	\$ 35.00	\$ 16,520.00	\$ 40.00	\$ 19,280.00	\$ 20.00	\$ 9,440.00	\$ 12.00	\$ 5,664.00	\$ 10.00	\$ 4,720.00	\$ 15.00	\$ 7,080.00
32	BRIDGE REMOVAL - LOCATION A	LS	15	\$ 750,000.00	\$ 750,000.00	\$ 600,000.00	\$ 600,000.00	\$ 470,000.00	\$ 470,000.00	\$ 925,000.00	\$ 925,000.00	\$ 1,363,000.00	\$ 1,363,000.00	\$ 1,950,000.00	\$ 1,950,000.00	\$ 500,000.00	\$ 500,000.00		
33	BRIDGE REMOVAL - LOCATION B	LS	15	\$ 50,000.00	\$ 50,000.00	\$ 60,000.00	\$ 60,000.00	\$ 70,000.00	\$ 70,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 1,093,000.00	\$ 1,093,000.00	\$ 500,000.00	\$ 500,000.00		
34	REMOVE EXISTING PILES (PIERS)	LS	15	\$ 210,000.00	\$ 210,000.00	\$ 85,000.00	\$ 85,000.00	\$ 29,000.00	\$ 29,000.00	\$ 40,000.00	\$ 40,000.00	\$ 172,000.00	\$ 172,000.00	\$ 172,000.00	\$ 172,000.00	\$ 140,000.00	\$ 140,000.00		
35	REMOVE EXISTING PILES (ABUTMENT)	LS	15	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 15,400.00	\$ 15,400.00	\$ 10,000.00	\$ 10,000.00	\$ 158,000.00	\$ 158,000.00	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00		
36	CLEARING AND GRUBBING	LS	15	\$ 10,000.00	\$ 10,000.00	\$ 75,000.00	\$ 75,000.00	\$ 390,000.00	\$ 390,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 157,000.00	\$ 157,000.00	\$ 25,000.00	\$ 25,000.00		
37	ROADWAY EXCAVATION (F)	CY	15671	\$ 20.00	\$ 313,420.00	\$ 50.00	\$ 783,500.00	\$ 70.00	\$ 1,097,200.00	\$ 60.00	\$ 940,260.00	\$ 200.00	\$ 3,134,220.00	\$ 35.00	\$ 548,485.00	\$ 14.00	\$ 219,394.00	\$ 35.00	\$ 548,485.00
38	STRUCTURE EXCAVATION (BRIDGE) (F)	CY	1400	\$ 100.00	\$ 140,000.00	\$ 100.00	\$ 140,000.00	\$ 200.00	\$ 280,000.00	\$ 250.00	\$ 350,000.00	\$ 1,000.00	\$ 1,400,000.00	\$ 250.00	\$ 350,000.00	\$ 250.00	\$ 350,000.00	\$ 46.00	\$ 64,600.00
39	STRUCTURE EXCAVATION (TYPE D) (F)	CY	150	\$ 350.00	\$ 52,500.00	\$ 275.00	\$ 41,250.00	\$ 1,000.00	\$ 150,000.00	\$ 250.00	\$ 37,500.00	\$ 1,000.00	\$ 150,000.00	\$ 250.00	\$ 37,500.00	\$ 250.00	\$ 37,500.00	\$ 310.00	\$ 46,500.00
40	STRUCTURE BACKFILL (BRIDGE) (F)	CY	550	\$ 350.00	\$ 192,500.00	\$ 500.00	\$ 275,000.00	\$ 200.00	\$ 110,000.00	\$ 75.00	\$ 41,250.00	\$ 700.00	\$ 385,000.00	\$ 150.00	\$ 82,500.00	\$ 1.00	\$ 550.00	\$ 14.00	\$ 7,700.00
41	IMPORTED BORROW	CY	5800	\$ 1.50	\$ 8,700.00	\$ 1.00	\$ 5,800.00	\$ 1.00	\$ 5,800.00	\$ 21.00	\$ 121,800.00	\$ 12.00	\$ 69,600.00	\$ 63,000.00	\$ 63,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	
42	RESTORATION PLANTING AND IRRIGATION SYSTEM	LS	15	\$ 78,887.00	\$ 78,887.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	
43	EROSION CONTROL (HYDROSEED)	SQFT	162091	\$ 0.30	\$ 48,627.30	\$ 0.15	\$ 24,313.65	\$ 0.08	\$ 12,156.82	\$ 0.05	\$ 8,104.55	\$ 0.07	\$ 11,347.37	\$ 0.05	\$ 4,552.65	\$ 0.05	\$ 4,552.65	\$ 0.10	\$ 16,209.10
44	CLASS 2 AGGREGATE BASE (F)	CY	10380	\$ 55.00	\$ 570,900.00	\$ 45.00	\$ 467,100.00	\$ 45.00	\$ 467,100.00	\$ 50.00	\$ 519,000.00	\$ 60.00	\$ 622,800.00	\$ 45.00	\$ 467,100.00	\$ 43.00	\$ 450,000.00	\$ 43.00	\$ 450,000.00
45	TEMPORARY AGGREGATE BASE	CY	743	\$ 75.00	\$ 55,725.00	\$ 75.00	\$ 55,725.00	\$ 75.00	\$ 55,725.00	\$ 50.00	\$ 37,150.00	\$ 60.00	\$ 44,580.00	\$ 85.00	\$ 63,150.00	\$ 60.00	\$ 44,580.00	\$ 85.00	\$ 63,150.00
46	HOT MIX ASPHALT (TYPE B) (F)	TON	6840	\$ 103.00	\$ 704,520.00	\$ 110.00	\$ 752,400.00	\$ 120.00	\$ 820,800.00	\$ 115.00	\$ 786,600.00	\$ 85.00	\$ 581,400.00	\$ 100.00	\$ 684,000.00	\$ 100.00	\$ 684,000.00	\$ 86.00	\$ 588,240.00
47	TEMPORARY HOT MIX ASPHALT	TON	405	\$ 130.00	\$ 52,650.00	\$ 140.00	\$ 56,700.00	\$ 130.00	\$ 52,650.00	\$ 100.00	\$ 40,500.00	\$ 125.00	\$ 50,625.00	\$ 250.00	\$ 101,250.00	\$ 100.00	\$ 40,500.00	\$ 100.00	\$ 40,500.00
48	PLACE HOT MIX ASPHALT DIKE (TYPE C)	LF																	

Manning Avenue Bridge Replacement  
Federal Aid Project No. BH15-521(028)  
Bid Opening July 18, 2013  
Summary of Bids

Item No.	Item Description	Unit	Qty	Engineers Estimate		Myers and Sons		Granite		Viking		Lee's Paving		Flatiron		Emmetts	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
77	MINOR CONCRETE (ISLAND PAVING)	CY	95	\$ 600.00	\$ 57,000.00	\$ 500.00	\$ 47,500.00	\$ 640.00	\$ 60,800.00	\$ 525.00	\$ 49,875.00	\$ 490.00	\$ 46,550.00	\$ 500.00	\$ 47,500.00	\$ 562.00	\$ 53,390.00
78	MINOR CONCRETE (DRIVEWAY)	CY	46	\$ 800.00	\$ 36,800.00	\$ 350.00	\$ 16,100.00	\$ 625.00	\$ 28,750.00	\$ 375.00	\$ 17,250.00	\$ 330.00	\$ 15,180.00	\$ 350.00	\$ 16,100.00	\$ 320.00	\$ 14,720.00
79	MINOR CONCRETE (SIDEWALK)	CY	282	\$ 700.00	\$ 197,400.00	\$ 420.00	\$ 117,840.00	\$ 615.00	\$ 173,820.00	\$ 400.00	\$ 112,800.00	\$ 370.00	\$ 104,340.00	\$ 380.00	\$ 107,160.00	\$ 304.00	\$ 85,728.00
80	MINOR CONCRETE (WEDG. PAVING) (F)	CY	68	\$ 1,400.00	\$ 95,200.00	\$ 500.00	\$ 34,000.00	\$ 600.00	\$ 40,800.00	\$ 500.00	\$ 34,000.00	\$ 480.00	\$ 32,640.00	\$ 650.00	\$ 44,200.00	\$ 686.00	\$ 46,648.00
81	MISCELLANEOUS IRON AND STEEL (F)	LB	5381	\$ 3.00	\$ 16,143.00	\$ 3.00	\$ 16,143.00	\$ 6.00	\$ 32,286.00	\$ 3.00	\$ 16,143.00	\$ 3.00	\$ 16,143.00	\$ 3.00	\$ 16,143.00	\$ 2.80	\$ 15,066.80
82	BRIDGE DECK DRAINAGE SYSTEM (F)	LB	17850	\$ 7.50	\$ 133,875.00	\$ 10.00	\$ 178,500.00	\$ 12.00	\$ 214,200.00	\$ 7.00	\$ 124,950.00	\$ 17.00	\$ 302,550.00	\$ 9.00	\$ 160,650.00	\$ 6.25	\$ 111,562.50
83	CHAIN LINK FENCE (TYPE CL-6)	LF	1258	\$ 25.00	\$ 31,450.00	\$ 20.00	\$ 25,160.00	\$ 10.75	\$ 13,523.50	\$ 15.00	\$ 18,870.00	\$ 30.75	\$ 38,523.50	\$ 11.00	\$ 13,785.00	\$ 11.00	\$ 13,830.00
84	CHAIN LINK GATE	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 2,500.00	\$ 5,000.00	\$ 880.00	\$ 1,760.00	\$ 1,500.00	\$ 3,000.00	\$ 880.00	\$ 1,760.00	\$ 800.00	\$ 1,600.00	\$ 1,900.00	\$ 3,800.00
85	OBJECT MARKER	EA	30	\$ 80.00	\$ 2,400.00	\$ 50.00	\$ 1,500.00	\$ 47.00	\$ 1,410.00	\$ 55.00	\$ 1,650.00	\$ 47.00	\$ 1,410.00	\$ 55.00	\$ 1,650.00	\$ 45.00	\$ 1,350.00
86	TRANSITION RAILING (TYPE WB)	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 6,000.00	\$ 6,000.00	\$ 4,500.00	\$ 4,500.00	\$ 6,000.00	\$ 4,900.00	\$ 4,900.00	
87	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 4,300.00	\$ 4,300.00	
88	ALTERNATIVE CRASH CUSHION	EA	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,500.00	\$ 20,500.00	\$ 25,000.00	\$ 25,000.00	\$ 20,500.00	\$ 20,500.00	\$ 25,000.00	\$ 22,000.00	\$ 22,000.00	
89	DECORATIVE PEDESTRIAN RAILING (F)	LF	977	\$ 275.00	\$ 268,675.00	\$ 175.00	\$ 171,225.00	\$ 225.00	\$ 219,225.00	\$ 185.00	\$ 180,745.00	\$ 190.00	\$ 185,630.00	\$ 215.00	\$ 210,955.00	\$ 300.00	\$ 293,100.00
90	CONCRETE BARRIER (TYPE 80 MOD) (F)	LF	1024	\$ 250.00	\$ 256,000.00	\$ 185.00	\$ 189,440.00	\$ 225.00	\$ 230,400.00	\$ 250.00	\$ 256,000.00	\$ 225.00	\$ 230,400.00	\$ 235.00	\$ 240,640.00	\$ 320.00	\$ 327,680.00
91	THERMOPLASTIC TRAFFIC STRIPE	LF	15477	\$ 1.00	\$ 15,477.00	\$ 1.00	\$ 15,477.00	\$ 0.50	\$ 7,738.50	\$ 1.00	\$ 15,477.00	\$ 0.50	\$ 7,738.50	\$ 0.50	\$ 7,738.50	\$ 0.55	\$ 8,512.35
92	THERMOPLASTIC PAVEMENT MARKING	SQFT	364	\$ 7.00	\$ 2,548.00	\$ 5.00	\$ 1,820.00	\$ 6.00	\$ 2,184.00	\$ 7.00	\$ 2,548.00	\$ 6.00	\$ 2,184.00	\$ 6.00	\$ 2,184.00	\$ 5.00	\$ 1,820.00
93	PAVEMENT MARKER (RETROREFLECTIVE)	EA	103	\$ 4.00	\$ 412.00	\$ 10.00	\$ 1,030.00	\$ 18.00	\$ 1,854.00	\$ 10.00	\$ 1,030.00	\$ 18.00	\$ 1,854.00	\$ 10.00	\$ 1,030.00	\$ 20.00	\$ 2,060.00
94	STREET LIGHTING	LS	15	\$ 82,500.00	\$ 1,237,500.00	\$ 85,000.00	\$ 1,275,000.00	\$ 85,000.00	\$ 1,275,000.00	\$ 85,000.00	\$ 1,275,000.00	\$ 118,100.00	\$ 1,771,500.00	\$ 85,000.00	\$ 1,275,000.00	\$ 125,000.00	\$ 1,875,000.00
95	LIGHTING (BRIDGE)	LS	15	\$ 70,000.00	\$ 1,050,000.00	\$ 100,000.00	\$ 1,500,000.00	\$ 97,000.00	\$ 1,455,000.00	\$ 100,000.00	\$ 1,500,000.00	\$ 100,000.00	\$ 1,500,000.00	\$ 100,000.00	\$ 1,500,000.00	\$ 135,000.00	\$ 2,025,000.00
96	MOBILIZATION (SCHEDULE A and B)	LS	15	\$ 1,343,924.48	\$ 20,158,867.20	\$ 1,240,000.00	\$ 18,600,000.00	\$ 1,320,000.00	\$ 19,800,000.00	\$ 1,300,000.00	\$ 19,500,000.00	\$ 1,300,000.00	\$ 19,500,000.00	\$ 1,280,000.00	\$ 19,200,000.00	\$ 1,600,000.00	\$ 24,000,000.00
96A	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	15	\$ 25,000.00	\$ 375,000.00	\$ 50,000.00	\$ 750,000.00	\$ 20,000.00	\$ 300,000.00	\$ 10,000.00	\$ 150,000.00	\$ 20,000.00	\$ 300,000.00	\$ 5,000.00	\$ 75,000.00	\$ 30,000.00	\$ 450,000.00
SUBTOTAL FOR SCHEDULE A					\$ 14,415,779.28		\$ 13,767,497.65		\$ 13,959,177.01		\$ 14,551,095.35		\$ 15,927,268.81		\$ 15,780,630.50		\$ 19,238,732.18
<b>SCHEDULE B - HBP Participating Utility Relocation Work</b>																	
97	RELOCATE SEWER	LS	15	\$ 251,290.00	\$ 3,769,350.00	\$ 85,000.00	\$ 1,275,000.00	\$ 260,000.00	\$ 3,900,000.00	\$ 250,000.00	\$ 3,750,000.00	\$ 250,000.00	\$ 3,750,000.00	\$ 265,000.00	\$ 3,975,000.00	\$ 216,000.00	\$ 3,240,000.00
98	RELOCATE DRAIN	EA	2	\$ 8,000.00	\$ 16,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00	\$ 4,000.00	
99	RELOCATE WATERLINE	LS	15	\$ 118,700.00	\$ 1,780,500.00	\$ 225,000.00	\$ 3,375,000.00	\$ 400,000.00	\$ 6,000,000.00	\$ 350,000.00	\$ 5,250,000.00	\$ 350,000.00	\$ 5,250,000.00	\$ 350,000.00	\$ 5,250,000.00	\$ 262,000.00	\$ 3,930,000.00
100	ADJUST MANHOLE TO GRADE	EA	4	\$ 900.00	\$ 3,600.00	\$ 3,600.00	\$ 14,400.00	\$ 1,000.00	\$ 4,000.00	\$ 1,000.00	\$ 4,000.00	\$ 900.00	\$ 3,600.00	\$ 3,600.00	\$ 14,400.00	\$ 500.00	\$ 2,000.00
101	ADJUST WATER VALVE COVER	EA	7	\$ 400.00	\$ 2,800.00	\$ 1,200.00	\$ 8,400.00	\$ 1,000.00	\$ 7,000.00	\$ 500.00	\$ 3,500.00	\$ 500.00	\$ 3,500.00	\$ 2,400.00	\$ 16,800.00	\$ 350.00	\$ 2,450.00
SUBTOTAL FOR SCHEDULE B					\$ 392,390.00		\$ 327,000.00		\$ 676,000.00		\$ 612,500.00		\$ 627,100.00		\$ 796,800.00		\$ 486,450.00
<b>SCHEDULE C - Non-Participating Work</b>																	
102	TEMPORARY FENCE (TYPE ESA)	LF	892	\$ 5.00	\$ 4,460.00	\$ 3.00	\$ 2,676.00	\$ 15.00	\$ 13,380.00	\$ 5.00	\$ 4,460.00	\$ 5.00	\$ 4,460.00	\$ 3.50	\$ 3,122.00	\$ 3.50	\$ 3,122.00
103	STORM WATER POLLUTION CONTROL	LS	15	\$ 3,000.00	\$ 45,000.00	\$ 10,000.00	\$ 150,000.00	\$ 3,000.00	\$ 45,000.00	\$ 15,000.00	\$ 225,000.00	\$ 5,000.00	\$ 75,000.00	\$ 12,000.00	\$ 180,000.00	\$ 3,000.00	\$ 45,000.00
104	TRAFFIC CONTROL SYSTEM	LS	15	\$ 9,750.00	\$ 146,250.00	\$ 2,500.00	\$ 37,500.00	\$ 4,000.00	\$ 60,000.00	\$ 10,000.00	\$ 150,000.00	\$ 18,000.00	\$ 270,000.00	\$ 25,000.00	\$ 375,000.00	\$ 12,000.00	\$ 180,000.00
105	REMOVE FENCE	LF	472	\$ 4.00	\$ 1,888.00	\$ 5.00	\$ 2,360.00	\$ 3.75	\$ 1,755.00	\$ 10.00	\$ 4,720.00	\$ 3.75	\$ 1,755.00	\$ 3.75	\$ 1,755.00	\$ 2.00	\$ 944.00
106	REMOVE PAVEMENT MARKING	SQFT	174	\$ 5.00	\$ 870.00	\$ 7.50	\$ 1,305.00	\$ 7.25	\$ 1,261.50	\$ 35.00	\$ 6,075.00	\$ 7.25	\$ 1,261.50	\$ 7.25	\$ 1,261.50	\$ 6.00	\$ 1,044.00
107	REMOVE CURB	EA	1	\$ 10.00	\$ 10.00	\$ 6.00	\$ 6.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
108	RELOCATE ROADSIDE SIGN	EA	1	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 210.00	\$ 210.00	\$ 150.00	\$ 150.00	\$ 210.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 200.00	
109	ADJUST MANHOLE TO GRADE	EA	1	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	
110	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	1322	\$ 17.78	\$ 23,497.16	\$ 6.00	\$ 7,932.00	\$ 3.00	\$ 3,966.00	\$ 5.00	\$ 6,615.00	\$ 7.35	\$ 9,712.50	\$ 17.00	\$ 22,474.00	\$ 4.00	\$ 5,288.00
111	REMOVE CONCRETE SIDEWALK	LF	577	\$ 15.00	\$ 8,655.00	\$ 6.00	\$ 3,462.00	\$ 10.00	\$ 5,770.00	\$ 12.00	\$ 6,924.00	\$ 6.25	\$ 3,606.25	\$ 9.00	\$ 5,193.00	\$ 6.00	\$ 3,462.00
112	ROADWAY EXCAVATION (F)	CY	1531	\$ 20.00	\$ 30,620.00	\$ 25.00	\$ 38,275.00	\$ 23.00	\$ 35,213.00	\$ 30.00	\$ 45,930.00	\$ 39.00	\$ 59,709.00	\$ 40.00	\$ 61,240.00	\$ 20.00	\$ 30,620.00
113	STREETSCAPE PLANTING AND IRRIGATION SYSTEM	LS	15	\$ 230,021.00	\$ 3,450,315.00	\$ 320,000.00	\$ 4,800,000.00	\$ 290,000.00	\$ 4,350,000.00	\$ 320,000.00	\$ 4,800,000.00	\$ 286,966.00	\$ 4,304,490.00	\$ 310,000.00	\$ 4,650,000.00	\$ 310,000.00	\$ 4,650,000.00
114	EROSION CONTROL (HYDROSEED)	SQFT	4407	\$ 0.30	\$ 1,322.10	\$ 0.50	\$ 2,203.50	\$ 0.29	\$ 1,278.03	\$ 0.45	\$ 1,593.15	\$ 0.50	\$ 2,203.50	\$ 0.30	\$ 1,322.10	\$ 0.10	\$ 440.70
115	CLASS 2 AGGREGATE BASE (F)	CY	1132	\$ 95.00	\$ 107,540.00	\$ 45.00	\$ 50,940.00	\$ 50.00	\$ 56,600.00	\$ 50.00	\$ 56,600.00	\$ 51.00	\$ 57,732.00	\$ 75.00	\$ 84,900.00	\$ 41.00	\$ 46,412.00
116	HOT MIX ASPHALT (TYPE B) (F)	TON	846	\$ 103.00	\$ 87,138.00	\$ 110.00	\$ 93,060.00	\$ 120.00	\$ 101,520.00	\$ 125.00	\$ 105,750.00	\$ 81.55	\$ 68,991.30	\$ 160.00	\$ 135,360.00	\$ 83.00	\$ 70,218.00
117	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	55	\$ 150.00	\$ 8,250.00	\$ 95.00	\$ 5,225.00	\$ 100.00	\$ 5,500.00	\$ 100.00	\$ 5,500.00	\$ 144.00	\$ 7,920.00	\$ 65.00	\$ 3,575.00	\$ 50.00	\$ 2,750.00
118	TACK COAT	TON	1	\$ 900.00	\$ 900.00	\$ 650.00	\$ 650.00	\$ 600.00	\$ 600.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,215.00	\$ 1,215.00	
119	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SQFT	5	\$ 20.00	\$ 100.00	\$ 14.00	\$ 70.00	\$ 14.00	\$ 70.00	\$ 25.00	\$ 125.00	\$ 14.00	\$ 70.00	\$ 15.00	\$ 75.00	\$ 17.00	\$ 85.00
120	ROADSIDE SIGN - ONE POST	EA	1	\$ 350.00	\$ 350.00	\$ 125.00	\$ 125.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	
121	MINOR CONCRETE (CURB)	CY	57	\$ 350.00	\$ 19,950.00	\$ 350.00	\$ 19,950.00	\$ 650.00	\$ 37,050.00	\$ 350.00	\$ 19,950.00	\$ 325.00	\$ 18,525.00	\$ 330.00	\$ 18,810.00	\$ 349.00	\$ 19,930.00
122	MINOR CONCRETE (SIDEWALK)	CY	1111	\$ 700.00													

Manning Avenue Bridge Replacement  
 Federal Aid Project No. BHLS-5216(028)  
 Bid Opening July 18, 2013  
 Summary of Bids

Item No.	Item Description	Unit	Qty	Engineers Estimate		Myers and Sons		Granite		Viking		Lee's Paving		Flatiron		Emmetts		
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
	Biologist Service																	
	Erosion Control																	
	HMA Testing																	
	Eq. Rental																	
	Surveying																	
	AC Dike																	
	Wildlife Control																	
	(F) Final Pay Quantity																	
	Deletions/Omissions																	
	* Correction Done to Mathematical Error																	
	** Revised estimate from originally advertised amount per addenda changes																	



## City of Reedley

City Hall  
1717 Ninth Street  
Reedley, CA 93654  
(559) 637-4200  
FAX (559) 638-5059

### Memorandum

To: **PROJECT FILE**

Date: August 23, 2013

Project Number: BHLS-5216(028)

Project Name: Manning Bridge Replacement Project

Advertisement Date: June 4, 2013

Bid Opening Date: July 18, 2013

Bidder: Myers & Sons Construction LP

Type of Work: Replace 4-lane bridge including approach roadway improvements

Bid Amount: \$14,975,704.15

From: **City of Reedley**

Subject: Evaluation of Good Faith Effort to Meet DBE Participation Goal for Manning Bridge Replacement Project – **Written Decision Following Administrative Reconsideration**

#### INTRODUCTION

The City of Reedley ("City") established a Disadvantaged Business Enterprise (DBE) goal of 9.15 percent for this project. Myers & Sons Construction ("Myers") was the apparent low bidder, but achieved only 5.24 percent DBE participation in its bid.

If a bidder does not satisfy the DBE participation goal, its bid must demonstrate that it undertook good faith efforts to meet the goal to be eligible for award of the contract. The City of Reedley's evaluation of Myers' good faith efforts is based on the "*Guidance Concerning Good Faith Efforts*" contained in *49 CFR Part 26, Appendix A*. Myers' efforts to meet the DBE participation goal were reviewed by the City from the information provided in the DBE Information – Good Faith Efforts documentation submitted by Myers.

Based upon the initial review and evaluation of Myer's good faith efforts, the City sent Myers a Notice of Finding of Non-Responsive Bid on August 12, 2013. Said Notice informed Myers that the City had initially determined Myers had failed to demonstrate good faith efforts to meet the DBE participation goal for this project. The City also provided Myers with a copy of the City's evaluation of good faith efforts memo prepared by the City Engineer and dated August 8, 2013. As a result of this initial determination, the City provided Myers an opportunity for administrative reconsideration in accordance with 49 CFR §26.53.

Myers and its legal counsel submitted written documentation and argument to support the position that Myers made adequate good faith efforts to meet the DBE goal. Myers and its legal counsel also

attended a reconsideration meeting with the City's reconsideration official (City Manager) on August 20, 2013. Following the reconsideration meeting, Myers submitted additional written documentation to support its position. The following written documentation submitted by Myers during the reconsideration process is referenced herein, and was considered by the City's reconsideration officer, and shall be considered as exhibits to this decision:

- August 15, 2013 letter and attachments from Erin K. McDonough to Noe Martinez.
- August 19, 2013 letter and attachments from Erin K. McDonough to Nicole Zieba.
- August 20, 2013 letter from David S. J. Wightman of AON to Noe Martinez.
- August 21, 2013 letter from Clinton Myers to Nicole Zieba.

As a result of the reconsideration process authorized by 49 CFR §26.53 and further review and evaluation of Myers' good faith efforts and consideration of the written documentation and legal arguments provided by Myers and its legal counsel, the City has now determined that Myers has demonstrated a good faith effort to meet the DBE participation goal for this project.

This memo contains the basis for finding that Myers made adequate good faith efforts to meet the DBE participation goal for this project, and shall constitute the City's written decision on reconsideration as required by 49 CFR §26.53(d).

## EVALUATION

### A. Items of work the bidder made available to DBE firms

Per the good faith effort (GFE) documentation and supporting information, Myers made approximately \$7,376,380 of work available to both DBE and non-DBE subcontractors. The work available to DBEs was work not normally performed by Myers. Myers also noted that even on self-performed work, it still provides opportunities for DBE firms, primarily for trucking and material suppliers. Myers' request for quotes (RFQ) indicated that most of the non-self-performed work was available to DBE firms as subcontractors, and Myers subsequently received DBE proposals totaling \$5,096,291.94. The value of the work made available and the value of the DBE proposals received by Myers substantially exceeds the goal amount of \$1,370,276.93 required for this contract.

Myers advertised the following project items to candidate subcontractors including DBE and non-DBE firms.

- |                        |                           |                         |
|------------------------|---------------------------|-------------------------|
| 1)Furnish Field Office | 2)Fencing                 | 3)SWPPP Plan            |
| 4)Bird Protection      | 5)Construction Area Signs | 6)Traffic Control       |
| 7)Striping and Markers | 8)K-Rail                  | 9)Biologist             |
| 10)Demolition          | 11)Site work              | 12)Signs                |
| 13)Clear and Grub      | 14)Roadway Excavation     | 15)Structure Excavation |
| 16)Backfill            | 17)Import Borrow          | 18)Erosion Control      |
| 19)AB                  | 20)AC                     | 21)AC Dike              |
| 22)Tack Coat           | 23)CIDH Pile              | 24)Minor Concrete       |

25)Rebar	26)Underground	27)Rock Slope Protection
28)Bridge Deck Drainage	29)Guard Rail	30)Electrical

In addition to specifying the work available to DBE firms, Myers' RFQ clearly identified the name of the project, project owner, bid date, and bidder contact information.

Based on the amount of work made available and the DBE proposal turnout discussed above, the City determines these efforts were sufficient to demonstrate good faith effort.

#### **B. Solicitation effort documentation**

Myers performed a search of the California Unified Certification Program (CUCP) DBE Database for qualified DBE firms available to perform work on the project using the NAICS codes:

237110-Water and Sewer Line and Related Structures Construction  
237210-Land Subdivision  
237310-Highway, Street, and Bridge Construction  
237990-Other Heavy and Civil Engineering Construction

Based on the Manning Bridge Replacement scope of work and that made available per Item A, there were other DBE firms that Myers did not contact directly for opportunities on the project based on the solicitation method used for this contract. Although it was advertised, a search of the following NAICS codes and subsequent direct contact may have increased the availability of DBE firms with possibly more competitive and strategic bids to help meet the DBE project goal.

238210-Electrical Contractors  
238990-All Other Specialty Trade Contractors  
541620-Environmental Consulting Services  
561730-Landscaping Services

Distinct solicitation to the DBE firms listed under these omitted NAICS codes could have resulted in receiving DBE proposals for work items 3, 4, 5, 6, 8, 9, 12, 29 and 30 identified in Section A above. Nevertheless, Myers' publication efforts resulted in receiving DBE proposals for items 3, 8, 9, 12, and 29.

Myers' query for DBE firms encompassed the market area within Caltrans' District 6 and returned a total of 229 records. District 6 encompasses several counties in the Central Valley including the County of Fresno. Myers used the returned list of DBE firms (CUCP List) as the basis for solicitation efforts for the Manning Bridge Replacement Project. Myers began contact with all the DBE firms in the CUCP List through mass email distribution on June 20 and 25, 2013. Myers also faxed its RFQ to those firms whose email transmission had failed. Many of the contacted DBE firms responded with a yes or no interest as shown on the GFE documentation. Myers then followed up with mass contact through phone calls on June 26 and July 3, 2013. Other outreach efforts were conducted in between and shortly after these mass contact efforts.

Based on the GFE documentation and supporting information, the City determines Myers' efforts in soliciting DBE proposals were sufficient to demonstrate good faith effort.

### **C. Rejected DBE documentation**

Myers received a total of 15 proposals from DBE firms including subcontractors, vendors and suppliers. A total of 8 proposals, with a total value of \$784,120.45, were accepted, and consisted of 2 subcontractors, 2 service companies, 3 material suppliers and 1 trucking company. Myers' reasons for rejecting DBE proposals included excessive and unreasonable price(s), good business judgment, competing DBE proposals for the same work, incomplete submittals, and proposals that duplicated self-performed work. The rejected DBE quotes based on price had a premium of as much as 40%. In two instances, DBE bids were rejected in favor of a non-DBE bid because of differences in the scope of work offered by the non-DBE, and the overall value of the work to be provided and the significant bid savings for the overall project. To better illustrate, a non-DBE firm was qualified for and offered Myers a wider scope of work for the project at a significantly lower price when compared to the rejected DBE firm's scope of work plus the additional direct costs for other work needed to be subcontracted out and self-performed by the low bidder. The price disparity between the rejected DBE bids and the non-DBE bid is even greater when the indirect costs (additional project management and supervision, and increased risk premium due to the higher bond rating for the DBE firm) to Myers in selecting either DBE bid were considered.

Myers rejected proposals from two DBE firms that were both lower (Cal Valley) and higher (Mass X) than the selected non-DBE (Granite) proposal for roadway work. Acceptance of either of these rejected DBE proposals would have allowed Myers to exceed the project's DBE goal. However, a bidder's good faith efforts must be placed in context, and evaluated and scrutinized based on the information available prior to bid opening. In particular, Granite's proposal was for roadway and related underground work. The Cal Valley and Mass X proposals were each for roadway work only. To be adequately compared to Granite's proposal requires a more detailed review than price for the roadway work alone. The City received a letter dated August 21, 2013 from Clinton Myers, in which Mr. Myers addressed questions that arose during the reconsideration meeting about the Cal Valley, Mass X, and Granite proposals he received.

Although Myers had the opportunity to accept goal-meeting DBE proposals, the rejection of these DBE proposals was explained by Myers in its August 21st letter.

- 1) Myers attempted to separate Granite's bid proposal package to allow the participation of either Cal Valley or Mass X as a DBE firm for the roadway work, while still using Granite for the underground work in Granite's proposal package. However, Granite's proposal package was contingent upon acceptance of their overall scope. Selecting either DBE proposal for roadway work would have required Myers to also select a non-DBE bid from Bill Nelson for the underground work.
- 2) Acceptance of either Cal Valley's or Mass X's proposal and also Bill Nelson's underground work bid would have added more direct and indirect costs to the project beyond just their proposal prices as a result of higher bond rates, increased risk of default as evidenced from the higher bond ratings, less project efficiency, and impacts to the schedule resulting from more

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- subcontractors on the project. Myers' project bid would have been significantly higher as a result of having to account for the additional direct and indirect costs in its bid.
- 3) Acceptance of either Cal Valley's or Mass X's proposal would have added \$285,228 and \$751,114, respectively, in direct costs to Myers' bid as a result of the price difference in proposal packages for common work, supplemental work offered with the Granite package only, and increased bond premiums.
  - 4) Acceptance of either Cal Valley's or Mass X's proposal would have also added approximately \$360,000 of indirect costs to Myers' bid. These indirect costs would have resulted from having to budget for subcontractor default risk premiums, additional supervision to mitigate possible schedule delays caused by potential conflicts between trades from different companies, and additional costs due to the extended work duration schedules provided in the proposals from Cal Valley and Mass X.
  - 5) All told, accepting Cal Valley's bid would have resulted in an additional \$591,000 (a 21.4% increase when compared to Granite's proposal package) cost to Myers, and more than that when placed in Myers' final project bid. Accepting Mass X's bid would have resulted in a \$1,080,000 (a 39% increase when compared to Granite's proposal package) cost to Myers, and more than that when placed in Myers' final project bid. Myers considered these price differences to be excessive and unreasonable.

49 CFR 26, Appendix A (IV) (D) (2) provides as follows:

"A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable."

It is important to note that Myers' did not reject Cal Valley and Mass X in order to perform the roadway work itself. Rather, Myers' decision to reject Cal Valley's and Mass X's bids was based on reasonable business judgment given its experience, including being involved in recent bids where less than \$100,000 was the difference between the low bidder and second bidder. In this context, Myers could not be required to accept either the Cal Valley bid or the Mass X bid because the price difference between those bids and Granite's bid package (\$591,000 – 21.4% and \$1,080,000 – 39%) was excessive and unreasonable. Based on the totality of circumstances, the City determines that Myers exhibited good business judgment in the rejection of the Cal Valley and Mass X bids.

Demonstration of good faith efforts on this particular point was a close call. Based on the GFE documentation and supporting information, and additional information and argument presented during the reconsideration process, the City determines that Myers' efforts in rejecting DBE proposals were sufficient to demonstrate good faith effort. To find otherwise would be tantamount

to requiring Myers to have accepted higher DBE bids when the price difference was excessive or unreasonable. This would be contrary to the specific language in 49 CFR Part 26, Appendix A (IV) (D) (2).

**D. Publication effort made to advertise the projects to include DBE participation**

In addition to the written and oral solicitations, Myers also advertised its desire for DBE participation on this project through the Northern California Daily Construction Service (6-11-13 through 7-18-13), Ebidboard.com (6-10-13 through 7-18-13), bidders website at Myers-sons.com (6-10-13 through 7-18-13) and the bidder's accounts for LinkedIn (6-18-13 through 7-18-13) and Twitter (6-10-13 through 7-18-13). Myers also contacted all subcontractors on the City of Reedley's plan holders list to target those DBE firms specifically interested on this project.

Based on the GFE documentation and supporting information, the City determines that Myers' efforts in this regard were sufficient to demonstrate good faith effort.

**E. Agencies, organizations, or groups contacted to provide assistance in contacting, recruiting and using DBEs**

Myers indicated using Reed Construction Data for assistance in soliciting DBE firms. However, no documentation was provided for proof. Myers submitted written documentation as part of the reconsideration process again claiming to have used this resource. However, the documentation provided was a print out of the post-bid project status, and Myers failed to demonstrate that this recourse was used prior to bid opening.

Based on the GFE documentation and supporting information, the City determines that Myers' efforts in this regard were not sufficient to demonstrate good faith effort.

**F. Efforts to provide information about the plans, specifications, and contract requirements**

Myers' RFQ for DBE firms clearly identified that the plans and specs were available for review and discussion at its office of business. No requests for assistance were received.

Based on the GFE documentation and supporting information, the City determines that Myers' efforts in this regard were sufficient to demonstrate good faith effort.

**G. Assistance with bonding, lines of credit, insurance, equipment, supplies, materials, and/or services**

Myers' RFQ for DBE firms clearly identified that the company offered assistance with bonding, insurance, equipment, materials and/or supplies. No requests for assistance were received.

Based on the GFE documentation and supporting information, the City determines that Myers' efforts in this regard were sufficient to demonstrate good faith effort.

#### **H. Additional data/information to support a demonstration of good faith effort**

As part of the reconsideration process, Myers provided additional documentation that both enhanced and clarified its original GFE documentation submittal. The four letters submitted by Myers and considered by the City are identified in the Introduction section.

#### **I. Comparison of DBE participation achieved by other bidders**

It appears that all bidders solicited DBE participation for this project in similar intensity and quality. All bidders received proposals from DBE firms of sufficient value to meet the project's DBE goal. The second low bidder (Bidder #2) committed only 2.1% (\$334,055.65) while the third low bidder (Bidder #3) committed 16.48% (\$2,654,518.00). Compared to Myers, Bidder #2 and Bidder #3 each offered DBE participation to only 3 firms on this project even though all three bidders received proposals from many of the same DBE firms.

The bids solicitation efforts from all bidders resulted in relatively similar proposal turnouts from DBE firms.

Both Myers and Bidder #3 had the option to accept similar proposals from the same DBE firm. This DBE proposal would have allowed both of them to meet the DBE goal for this project. Bidder #3 accepted the goal-meeting DBE proposal and Myers did not. The reason Myers chose not to accept the DBE proposal is discussed in Section C (Rejected DBE documentation) above. Although Myers elected not to accept the goal-meeting DBE proposal, it accepted more than twice as many DBE proposals than either Bidder #2 or Bidder #3.

49 CFR 26, Appendix A (V) provides as follows:

“In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.”

Although Myers' DBE participation of 5.24% is less than the average of the three lowest bidders at 7.94%, Myers' selection of 8 DBE firms when compared to the 3 DBE firms selected by Bidder #2 and Bidder #3 is relevant in demonstrating that Myers actively and aggressively attempted to obtain sufficient DBE participation to meet the goal.

Moreover, the fact that Myers did not meet the goal and Bidder #3 did meet the goal does not establish that Myers did not make good faith effort. Rather, it merely requires further inquiry. The City inquired of Myers about the fact that Bidder #3 met the goal, and whether Myers, “with additional reasonable efforts” could have also met the goal. Myers demonstrated during the

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Manning Bridge Replacement, BHLS-5216(028)

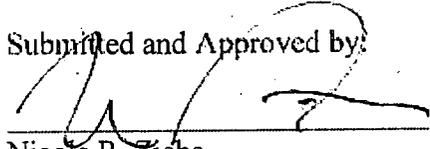
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reconsideration process that it could only have met the DBE goal by accepting either Cal Valley's proposal or Mass X's proposal, and both of those proposals were shown to be excessive and unreasonable. So, only by accepting an excessive or unreasonable DBE proposal could Myers have achieved the DBE goal. Doing so would not have been "additional reasonable efforts," and penalizing Myers for not doing so is not authorized by 49 CFR, Part 26.

**FINDING OF THE CITY OF REEDLEY**

Upon reconsideration in accordance with 49 CFR §26.53, the City of Reedley hereby determines that Myers has demonstrated a good faith effort to meet the DBE participation goal for this project.

Submitted and Approved by:



Nicole R. Zieba

City Manager and Reconsideration Officer