



## STAFF REPORT

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**DATE:** April 8, 2024  
**TO:** Sacramento Regional Transit Board of Directors  
**FROM:** Carmen Alba, VP, Operations  
**SUBJ:** CONDITIONALLY APPROVING THE CONTRACT FOR ASPHALT PAVING FOR LIGHT AND FREIGHT RAIL GRADE CROSSINGS WITH B&M BUILDERS, INC.

### RECOMMENDATION

Adopt the Attached Resolution.

### RESULT OF RECOMMENDED ACTION

Awarding this Contract will allow B&M Builders, Inc. to provide asphalt paving services for three light rail and freight rail grade crossings.

### FISCAL IMPACT

This contract has a total not to exceed amount of \$174,803.00. The cost of this contract is included in the approved FY 23/24 Operating Budget.

### DISCUSSION

Grade crossing surface repairs are required at three separate grade crossings to resolve roadway defects that have generated complaints from the public and California Public Utilities Commission (CPUC) recommendations to resolve.

The light rail and freight rail grade crossing locations include (1) 34th Street and Stockton Boulevard (two adjacent tracks – the paving work at this location includes the traffic island between the two streets as well as the two crossings), Sacramento, CA 95816; (2) Marketplace Lane (one freight track), Rancho Cordova, CA 95742; and (3) Mercantile Drive (one freight track), Rancho Cordova, CA 95742. Under the Shared Use Agreement entered into between the Sacramento-Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA) and Southern Pacific Railroad (as the predecessor in interest to Union Pacific Railroad) and the Reciprocal Use and Funding Agreement between the SPTC-JPA and SacRT, SacRT is responsible for maintaining both the freight rail and light rail grade crossings in the Folsom corridor on behalf of the SPTC-JPA.

On July 7, 2023, SacRT released an Invitation for Bids on PlanetBids e-Procurement system for Asphalt Paving for Light Rail and Freight Rail Grade Crossings. There were

256 vendors notified of the contracting opportunity. On February 9, 2024, SacRT received three bids as follows:

- |    |                                 |              |
|----|---------------------------------|--------------|
| 1. | Robert Burns Construction, Inc. | \$158,184.41 |
| 2. | B&M Builders, Inc               | \$174,803.00 |
| 3. | Dirt Dynasty, Inc.              | \$200,000.00 |

Robert Burns Construction, Inc. failed to sign and submit Form 15 (Federal Transit Administration (FTA) Buy America Certificate), which was added to the IFB through Addendum No. 8. Because submission of the certificate is a mandatory federal regulatory requirement, the bid from Robert Burns Construction, Inc. was deemed non-responsive and rejected.

After a thorough review of the bids, Staff determined that B&M Builders, Inc. was the lowest responsive and responsible bidder. Because SacRT is still awaiting the required payment and performance bonds from the Contractor, a conditional award is being requested.

RESOLUTION NO. 2024-04-029

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

April 8, 2024

**CONDITIONALLY APPROVING THE CONTRACT FOR ASPHALT PAVING FOR LIGHT AND FREIGHT RAIL GRADE CROSSINGS WITH B&M BUILDERS, INC.**

WHEREAS, grade crossing surface repairs are required at three separate freight and light rail grade crossings to resolve roadway defects that are significant enough to cause complaints and CPUC recommendations to resolve.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Contract for Asphalt Paving for Light and Freight Rail Grade Crossings by and between the Sacramento Regional Transit District (therein "SacRT") and B&M Builders, Inc. (therein "Contractor"), whereby Contractor agrees to provide labor and materials for asphalt paving at three locations for an amount not-to-exceed \$174,803, is hereby conditionally approved, contingent upon Contractor submitting the required payment and performance bonds.

THAT, the Chair and/or General Manager/CEO are authorized and directed to execute the foregoing contract upon satisfaction of the foregoing contingency.

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PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Tabetha Smith, Assistant Secretary