



Legislation Text

File #: 18-0404, **Version:** 1

Community Development Services, Department of Transportation, recommending the Board consider the following pertaining to the 2018 Elks Club Drive Emergency Road Repair Project, Contract PW 17-31191, CIP 78725, Contract 2455:

- 1) Award the Construction Contract to the lowest responsive, responsible bidder, said bidder to be determined after the bid opening on March 29, 2018;
- 2) Approve and authorize the Chair to sign the Construction Contract, subject to review and approval by County Counsel and Risk Management; and
- 3) Authorize the Director of Transportation to sign an Escrow Agreement, if requested by the Contractor and in accordance with Public Contract Code Section 22300, for the purpose of holding Contract retention funds.

FUNDING: Federal Highway Administration (88.53% - Federal), California Disaster Assistance Act (8.60% - State), and Local Discretionary Funds. (2.87% - Local, Road Fund).

DEPARTMENT RECOMMENDATION

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

On March 29, 2018, the Community Development Services, Department of Transportation (Transportation) opened bids for the 218 Elks Club Drive Emergency Road Repair Project (Project). Four bids were received ranging from \$355,000.00 to \$498,828.00. West Coast Paving, Inc. was determined to be the lowest responsive, responsible bidder, with a bid of \$355,000.00. Transportation recommends awarding the Contract to the lowest, responsive, responsible bidder, West Coast Paving, Inc.

Transportation issued the All Bidders Letter on Friday, March 30, 2018, notifying bidders of the recommendation to the Board for award and initiating the five-day bid protest period. The bid protest period ended at 5:00 p.m. on Friday, April 6, 2018, with no protests filed. At Addendum, the protest period had not ended so the title above does not reflect the award.

Authorize the Director of Transportation (Director), or Successor, to Sign Escrow Agreement:

Pursuant to Special Provisions Section 9-1.16F, "Retentions," Transportation will retain 5% of the value of work done from each Contractor payment (excluding mobilization payments) as security for the fulfillment of the Contract. Alternatively, Public Contract Code (PCC) Section 22300 provides that the Contractor may request that payment of retentions held be made directly to an Escrow Agent. The Contractor will receive the interest earned on the investment.

In accordance with these provisions, the Contractor may request in writing that the County make payment of retention funds directly into an escrow account, which would necessitate an Escrow Agreement. To help expedite this process, if requested by the Contractor, Transportation requests that the Board authorize the Director, or successor, to execute the Escrow Agreement. Upon satisfactory completion of portions of the Contract and upon written notification from the Director, the Contractor will receive incremental releases from the Escrow Agent paid into the Escrow Account and

any interest earned thereon. A portion of the retention and interest will be retained in the Escrow Account until 35 days after the recordation of the Notice of Acceptance of the Contract at which time, upon written notification from the Director, these funds will be released to the Contractor.

Contract Change Orders (CCOs):

In any contract there is a need to be able to make changes and the CCO process facilitates the ability to make necessary changes when needed within a contract.

Supplemental CCOs

Certain types of work are necessary to complete the Project which cannot be estimated accurately because they require a variable effort to complete. These items are referred to as Supplemental items and are identified in the Contract Documents as CCO work to be performed and paid for on a time and material basis, using the California Department of Transportation (Caltrans) standard force account billing procedures. The work is authorized by issuance of a CCO, which also encumbers the funds anticipated to be needed for each of the planned supplemental items of work and is billed against as the work progresses. The amount of each CCO is based on an evaluation by Transportation staff of the Project components, area, and time frame. Supplemental items in this contract include rock excavation and unsuitable material items totaling 1% of the original Contract value. Because this work is anticipated and budgeted for separately, Supplemental CCOs are not included in the 10% cap normally associated with Contingency CCOs.

Contingency CCOs

With construction contracts, there is an expectation that unanticipated changes will be encountered once construction begins. To prepare for this, a 10% contingency budget is set aside. PCC Section 20142 and County Resolution 102-2012 authorize the Director to execute individual CCOs, the maximum value of which is based on the original contract amount with a not-to-exceed limit. This authority is also for a cumulative total of Contingency CCOs not to exceed 10% of the original Contract value.

DISCUSSION / BACKGROUND

The Work to be performed includes roadway and drainage improvements to repair failed roadway sections and failed drainages that includes: 3-inch grind of existing hot mix asphalt (HMA) and replace with 3-inch HMA (Type A) overlay, Class 2 aggregate base for roadway reconstruction and shoulder backing, removal and replacement of an existing 18-inch plastic pipe, and re-establishment of existing drainage ditches. Temporary traffic control will be used throughout the duration of this Project. Other items or details not mentioned above, that are required by the Plans, Standard Plans, Standard Specifications, or these Special Provisions must be performed, constructed, or installed.

In order to perform road section construction activities, Contractor will be allowed full closure of Elks Club Drive between U.S. Highway 50 to Waverly Drive. The exact dates of the closure will be determined once weather conditions permit the start of construction activities.

Detour notifications will be posted a minimum of one week in advance of the closure. Access for local residents and visitors, as well as emergency personnel and law enforcement, will be through a detour utilizing Tam O Shanter Drive and Meadow Vale Drive. Transportation will notify the public of this road closure via the County website, a press release, and changeable message signs at the site. A copy of the Project Detour Plan is included for your reference (Attachment D).

Transportation has coordinated with local emergency agencies regarding the detour and will notify these agencies once the dates of the closure are set. Transportation has also obtained a Caltrans Encroachment Permit for the placement of changeable message signs on US Highway 50. A County Special Event Permit for the road closures has been fully executed by the Director.

As a federally funded project, the Contract Documents incorporate the current federal Disadvantaged Business Enterprise (DBE) requirements. The DBE goal is 11%.

ALTERNATIVES

- 1) Do not award contract and direct Transportation to re-advertise for construction bids.
- 2) Cancel the Project. Note: The CAO and Director have previously approved the Project and the County would not be reimbursed with Federal Highway Administration (FHWA) and California Disaster Assistance Act (CDAA) funds for the Project work completed to date.

OTHER DEPARTMENT / AGENCY INVOLVEMENT

County Counsel and Risk Management

CAO RECOMMENDATION / COMMENTS

It is recommended that the Board approve this item.

FINANCIAL IMPACT

The Project was authorized by the Board on March 6, 2018 (Item 22) with an estimated total Project cost of \$927,750.

The estimate for the construction phase of the Project is \$701,330, which includes an estimated bid of \$531,300; construction management, survey, materials testing and design support during construction totaling \$116,900; and a contingency of \$53,130.

The estimated construction cost is included in the Project budget, which is funded by FHWA, CDAA, and local discretionary Road Funds.

CLERK OF THE BOARD FOLLOW UP ACTIONS

- 1) Upon approval by County Counsel and Risk Management, Transportation will forward two (2) originals of the Construction Contract, together with the required bonds and insurance, and the approved Contract Routing Sheet, to the Clerk for securing the Chair's signature.
- 2) Clerk will forward one (1) fully executed Construction Contract to CDS Transportation, attention of Brian Franklin, Office Engineer, for further processing.

STRATEGIC PLAN COMPONENT

Infrastructure

CONTACT

Rafael Martinez, Director
Community Development Services, Department of Transportation