



## Legislation Text

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**File #:** 20-0572, **Version:** 1

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Department of Transportation recommending the Board take the following actions pertaining to the Clear Creek Road at Clear Creek PM 1.82 and PM 0.25 - Bridge Replacement Projects, CIP 77138/36105005 and 77139/36105006, Contract 4094:

- 1) Award the Construction Contract to Myers and Sons Construction, LLC, who was the lowest responsive, responsible bidder;
- 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:** Highway Bridge Program (100%). (Federal Funds)

### **DEPARTMENT RECOMMENDATION**

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

On Friday, April 17, 2020 at 1:30 p.m., Department of Transportation (Transportation) opened bids for Clear Creek Road Bridge Replacements Project (Project). Five (5) Bids were received ranging from \$3,585,185 to \$4,780,379.

Transportation issued the All Bidders Letter on Wednesday April 22, 2020, notifying the bidders of the recommendation to the Board for award of the contract to Myers and Sons Construction, LLC (Myers and Sons) and initiating the bid protest period. The bid protest period ended on Wednesday, April 29, 2020, with no protests filed.

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

Pursuant to Special Provisions Section 9-1.16F, "Retentions", Transportation will retain five percent (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 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 account and any interest earned thereon. A portion of the retention and interest will be retained in the escrow account until thirty-five (35) days after the recordation of the Notice of Acceptance of the Contract at which time, upon written notification, 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 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 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 Flagging, Water Pollution Control, and costs for using trainees, totaling 5% of the original Contract value. This work is anticipated and budgeted for separately and therefore 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 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 of \$191,759 for this Project. This authority is also for a cumulative total of contingency CCOs not to exceed 10% of the original Contract value.

## **DISCUSSION / BACKGROUND**

The purpose of the Project is to replace the existing bridges built in 1940 and 1957 that are Structurally Deficient by today's standards due to the conditions of their superstructures. Based on the Caltrans inspection reports, the bridges have sufficiency ratings of 44.8 and 44.9 out of 100 and are eligible for replacement per the Highway Bridge Program.

The Project will provide new cast-in-place concrete box girder bridges over Clear Creek on Clear Creek Road at PM 0.25 and PM 1.82. Additionally, the Project proposes to remove the existing structures; grading and paving for the new bridges approaches; drainage system improvements, and slope armoring for erosion control. The Project proposes to maintain traffic along Clear Creek Road during construction of the lower bridge (Clear Creek PM 0.25) and close the road during construction of the upper bridge (Clear Creek PM 1.82) for 90 calendar days. Outreach efforts have been performed to ensure conflicts associated with the upper road closure are minimized. The Road Closure Authorization package, including the detour plan, was circulated for review and comment to local schools, transit, emergency services, and associated County staff. One comment was received regarding Project time frames. The Road Closure Authorization was signed by the Director of Transportation on January 15, 2020. The Project duration is 110 working days and is anticipated to be complete within the 2020 construction season.

Due to federal funding, both California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance are required. A CEQA Negative Declaration was approved by the Board on July 28, 2015, Item 16, Legistar 15-0811 for Clear Creek PM 1.82. A CEQA Negative Declaration was approved by the Board on July 28, 2015, Item 17, Legistar 15-0812 for Clear Creek PM 0.25. A Caltrans NEPA Categorical Exclusion Determination was issued on

August 7, 2015 and a re-validation was approved on July 18, 2019. All environmental permits have been approved for this Project.

All required right of way has been acquired for the Project.

Transportation has received federal funding authorization (E-76) for construction phase activities on Clear Creek Bridge PM 0.25 and Clear Creek Bridge PM 1.82.

The Contract Documents include all required federal provisions and incorporate the current Caltrans DBE requirements. The DBE goal is 17%.

The Project was approved for advertisement on March 17, 2020, Item 13, Legistar 20-0290.

### **ALTERNATIVES**

- 1) The Board could choose to not award the contract and direct Transportation to re-advertise for construction bids.
- 2) The Board could choose to cancel the Project. Canceling the Project may include the consequence of reimbursing all federal funding received to date.

### **PRIOR BOARD ACTION**

See Discussion/Background section above.

### **OTHER DEPARTMENT / AGENCY INVOLVEMENT**

County Counsel and Risk Management reviewed and approved the Contract Documents on February 19, 2020.

### **CAO RECOMMENDATION / COMMENTS**

It is recommended that the Board approve this item.

### **FINANCIAL IMPACT**

The estimated cost for the construction phase of the Project is \$4,804,148, which includes the bid amount of \$3,585,185; construction management, survey, materials testing and design support during construction totaling \$681,185; supplemental items of work estimated at \$179,259; and contingency of \$358,519.

### **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 the Chair's signature.
- 2) The Clerk will forward one (1) fully executed Construction Contract to Transportation, attention of Brian Franklin, Office Engineer, for further processing.

### **STRATEGIC PLAN COMPONENT**

Infrastructure

### **CONTACT**

Rafael Martinez, Director  
Department of Transportation