



Legislation Text

File #: 22-0113, **Version:** 1

Department of Transportation recommending the Board approve and authorize the Chair to sign the First Amendment to Agreement for Services 3562 with HDR Construction Control Corporation to provide on-call construction support services, extending the performance period an additional two (2) years to April 8, 2024, increasing the not-to-exceed by \$750,000 for a total not-to-exceed of \$1,650,000, and updating contract language per California Department of Transportation federal funding requirements.

FUNDING: Federal, State, and Local funding sources, including Traffic Impact Fee Program, Missouri Flat Area Master Circulation and Financing Plan, Road Fund, Tribe Funds, Accumulative Capital Outlay, Developer Advanced Funds, Sacramento Municipal Utility District, and/or General Fund.

DISCUSSION / BACKGROUND

The Board approved the Agreement for Services 3562 (Agreement) with HDR Construction Control Corporation (HDR) on April 9, 2019 (Legistar 18-1831, Item 17). The Agreement provides on-call construction support services for various Capital Improvement Program (CIP) projects, or other Department of Transportation (Transportation) construction inspection work related to utility or subdivision projects.

The timing of utility and subdivision projects are very volatile and hard to predict, which makes it challenging for Transportation to plan for staffing needs. Transportation has been informed that PG&E will be implementing several very large projects during the 2022 and 2023 construction seasons, including projects in El Dorado Hills, Gold Hill, Grizzly Flats (Caldor Fire restoration), and Pleasant Valley (fire hardening). Additionally, Comcast has submitted 50+ permit applications for work in 2022 on their facilities on the west slope. As of late February 2022, Transportation has been informed that developers will be constructing 3 subdivision units in Serrano, 5 subdivision units in the Malcom Dixon/Green Valley Road area, a large subdivision (Eastridge) and extension of Valley View Parkway, and 3 subdivision projects in Promontory. Any or all of these utility or subdivision projects could be canceled with very little notice. Alternatively, all of these projects could be constructed as their proponents have indicated, and other development or utility projects that are as yet unknown to Transportation could come forward at any time. In addition, these services will likely also be used for CIP project work. The additional funding proposed with the First Amendment (Amendment) will be used to pay for inspection staff on these projects, should the inspection staff be needed. All County inspection costs for utility and subdivision projects are reimbursed by the utility companies or developers that are advancing the projects requiring inspection.

The Amendment extends the contract an additional two (2) years and increases the not-to-exceed by \$750,000 for a total not-to-exceed of \$1,650,000. Additionally, the Amendment modifies the Agreement to update contract language per California Department of Transportation (Caltrans) federal funding requirements. Caltrans Exhibit 10-R, A&E Boilerplate Agreement Language, was updated in September 2020, and Caltrans recommends that agreements be updated to the most current boilerplate when possible. This is due to current Code of Federal Regulations (CFR) financial

reporting requirements, and these minor modifications do not significantly change the intent of the Agreement or County administrative processes. Updating these articles of the contract is necessary to retain the ability to utilize the contract on projects with state or federal funding. The following articles have been updated or added to match boilerplate language for the Amendment:

ARTICLE III, Progress Reports;
ARTICLE VI, Termination
ARTICLE VII, Cost Principles and Administrative Requirements
ARTICLE VIII, Retention of Records/Audit
ARTICLE IX, Audit Review Procedures;
ARTICLE X, Subcontracting;
ARTICLE XI, Equipment Purchase and Other Capital Expenditures;
ARTICLE XII, State Prevailing Wage Rates;
ARTICLE XIII, Conflict of Interest
ARTICLE XVI, Non-Discrimination Clause and Statement of Compliance;
ARTICLE XVII, Debarment and Suspension Certification;
ARTICLE XXII, Ownership of Data;
ARTICLE XXIV, Changes to Agreement;
ARTICLE XXVII, Notice to Parties;
ARTICLE XXXI, Indemnity;
ARTICLE XXXVIII, Compliance with Federal, State, and COUNTY Requirements;
ARTICLE XXXIX, FEMA Funding Acknowledgement;
ARTICLE XLVIII, Disadvantaged Business Enterprise (DBE) Participation;
ARTICLE LVII, Environmental Compliance;
ARTICLE LXIV, Force Majeure;
ARTICLE LXII, Waiver;
ARTICLE LXVI, Iran Contracting Act Certification;
ARTICLE LXVII, FEMA Provisions;
ARTICLE LXVIII, Electronic Signatures.

The disciplines required for the services to be performed include construction inspection, administration, engineering, and project closeout.

Some of the services to be performed under this Agreement are bargaining unit work; however, the need for services for the construction phases of the projects makes it necessary to supplement available resources during the dry season. The need for such services is sporadic and temporary and not applicable for all CIP or utility or subdivision projects. These services will be provided on an on-call basis, CIP projects, utility projects, and subdivision projects.

Caltrans consultant contracting procedures allow for a maximum term of five years for an on-call agreement. Prior to the expiration of this Amendment, Transportation will conduct a solicitation to get a new contract in place per Caltrans consultant selection procedures.

The El Dorado County Employees Association, Local #1, was informed of the proposed Amendment.

ALTERNATIVES

The Board could choose not to approve the Amendment. Transportation would be required to terminate the Agreement and issue a Request for Proposals to issue a new agreement. This would

add significant time and cost compared to amending the contract with HDR, and it would negatively impact Transportation's ability to inspect construction projects under Transportation's purview.

PRIOR BOARD ACTION

See Discussion / Background Section above.

OTHER DEPARTMENT / AGENCY INVOLVEMENT

County Counsel and Risk Management have reviewed and approved this Amendment.

CAO RECOMMENDATION / COMMENTS

Approve as recommended.

FINANCIAL IMPACT

Funding for the Agreement will be provided by various CIP, Land Development, and Right of Way project funding sources, including federal, state, and local funds. Local funding sources may include any combination of the following: Traffic Impact Fee Program, Missouri Flat Area Master Circulation and Financing Plan, Road Fund, Tribe Funds, Accumulative Capital Outlay, Developer Advanced Funds, Developer Reimbursement, Utility Reimbursement, Sacramento Municipal Utility District, and/or General Fund. The proposed action results in no change to net County cost and no material changes to Article V - Allowable Costs and Payments of the agreement.

CLERK OF THE BOARD FOLLOW UP ACTIONS

- 1) The Clerk of the Board will obtain the Chair's signature on two (2) originals of the First Amendment.
- 2) The Clerk of the Board will forward one (1) original of the Amendment to the County's Chief Administrative Office, Procurement and Contracts, for further processing.

STRATEGIC PLAN COMPONENT

Infrastructure

CONTACT

Rafael Martinez, Director
Department of Transportation