



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin,
Director of Public Works

City Manager Approval: 

TOPIC: SOUTHERN HEIGHTS BRIDGE REPLACEMENT

SUBJECT: A RESOLUTION AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT FOR THE SOUTHERN HEIGHTS BRIDGE REPLACEMENT PROJECT, CITY PROJECT NO. 11282, TO DISNEY CONSTRUCTION, INC., IN THE AMOUNT OF \$2,733,333, AND AUTHORIZING CONTINGENCY FUNDS IN THE AMOUNT OF \$466,667, FOR A TOTAL APPROPRIATED AMOUNT OF \$3,200,000. REIMBURSABLE BRIDGE-RELATED WORK WILL BE FUNDED UTILIZING \$3,110,000 OF CALTRANS HIGHWAY BRIDGE PROGRAM GRANT FUNDS WITH \$90,000 OF OTHER FUNDS FOR THE REMAINING BALANCE.

RECOMMENDATION: Adopt the resolution awarding and authorizing the City Manager to execute a construction agreement with Disney Construction, Inc. in the amount of \$2,733,333, and authorizing contingency funds in the amount of \$466,667 for a total appropriated amount of \$3,200,000.

BACKGROUND: The California Department of Transportation (Caltrans) routinely inspects bridges across the state to ensure the public’s safety. Through this process, the Southern Heights Bridge was identified as needing to be reconstructed to meet current design, structural, and safety standards. In [June 2016](#), the City retained Mark Thomas to begin preliminary design and public outreach. In [February 2017](#), with City Council and community input, a preferred design alternative was selected. On December 28, 2017, Caltrans inspectors made a regularly scheduled site visit to the bridge and determined that the bridge should be immediately closed to all vehicle and pedestrian traffic due to safety concerns.

Since that time, the City has diligently worked to perform bridge design, obtain environmental clearance ([February 2019](#)), ascertain legal rights to utilize private property through temporary construction easements, and obtain a right of way certification in January 2020 approving the City’s coordination efforts with utility companies and private property owners. In July 2020, PG&E, Comcast, and AT&T completed the relocation of overhead utility lines away from the bridge to provide the City’s bridge contractor working space without having heavy equipment interfere with the utility lines.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

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ANALYSIS: On August 4, 2020, the project was advertised in accordance with San Rafael's Municipal Code. On September 25, 2020, the following bids were received and read aloud:

NAME OF BIDDER	Amount
Disney Construction, Inc.	\$2,733,333.00
Thompson Builders Corporation	\$2,905,088.00
Granite Construction Company	\$3,205,863.00
Gordon N. Ball, Inc.	\$3,238,311.00
Bridgeway Civil Constructors, Inc.	\$3,900,315.00
Valentine Corporation	\$4,649,369.00

The construction bids have been reviewed by Public Works staff and our construction management consultant. The low bid of \$2,733,333 from Disney Construction, Inc., was found to be responsive, responsible, and within available funding. The recommended Resolution awards the construction contract to Disney Construction, Inc.

PUBLIC OUTREACH: If the City Council approves this project to proceed, Public Works will perform outreach using various social media channels, the City website, and changeable message signs located at various intersections near the jobsite.

Over the past four years, City staff have gone to great efforts to keep residents informed of the progress of this project either through public meetings, such as the ten prior City Council meetings related to this project, or through messages spread via residents, homeowner's association, or Nextdoor.

Most recently, the City's construction management firm, Substrate, Inc., hosted a small meet-and-greet session with property owners closest to the bridge. Over the next several weeks, additional opportunities will be given to the community to attend a virtual public meeting to discuss the project and learn of its impacts and construction schedule before the contractor begins work. Staff plans to send out mailers to residents on Southern Heights Blvd and Meyer Rd.

FISCAL IMPACT: In addition to the \$2,733,333 contract amount, staff recommends the City Council approve a contingency amount of \$466,667 for a total of project budget of \$3,200,000. This \$3,200,000 budget consists of \$3,110,000 funded by a Caltrans Highway Bridge Program grant with the balance of \$90,000 from the City's Gas Tax Fund (Fund #206) as further set forth below.

As part of the City's project, a small portion of Meyer Rd near the intersection of Southern Heights Blvd will be resurfaced. This pavement rehabilitation will be performed at the same time as pavement rehabilitation on the approaches to the bridge, however, the Caltrans grant will not reimburse the City for this additional paving as it is unrelated to the bridge itself. Staff proposes to fund this pavement rehabilitation utilizing \$70,000 of the City's Gas Tax fund.

Lastly, following installation of the new bridge, the Marin Municipal Water District (MMWD) will install a new main and attach it to the bridge. To facilitate this work, the City's bridge contractor will install support brackets to the bridge at the time the bridge is constructed. MMWD will reimburse the City for this expense, which is approximately \$20,000, per our reimbursement agreement approved by the City Council on [April 16, 2018](#). Staff proposes to temporarily fund this MMWD work utilizing \$20,000 of the City's Gas Tax fund until reimbursement is received.

OPTIONS: The City Council has the following options to consider relating to this matter:

1. Adopt the resolution as presented.

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2. Do not award the contract and direct staff to rebid the project. If this option is chosen, rebidding will delay construction until winter/spring 2021 without jeopardizing the availability of grant funds.
3. Do not award the contract and provide direction to staff.

ATTACHMENT:

1. Resolution Awarding Construction Agreement to Disney Construction, Inc.
2. Draft Construction Agreement with Disney Construction, Inc.

RESOLUTION NO.

RESOLUTION AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT FOR THE SOUTHERN HEIGHTS BRIDGE REPLACEMENT PROJECT, CITY PROJECT NO. 11282, TO DISNEY CONSTRUCTION, INC., IN THE AMOUNT OF \$2,733,333, AND AUTHORIZING CONTINGENCY FUNDS IN THE AMOUNT OF \$466,667, FOR A TOTAL APPROPRIATED AMOUNT OF \$3,200,000. REIMBURSABLE BRIDGE-RELATED WORK WILL BE FUNDED UTILIZING \$3,110,000 OF CALTRANS HIGHWAY BRIDGE PROGRAM GRANT FUNDS WITH \$90,000 OF OTHER FUNDS FOR THE REMAINING BALANCE.

WHEREAS, the State Department of Transportation (Caltrans) determined that the Southern Heights Bridge needed to be reconstructed to meet current design, structural, and safety standards, and since that time, the City has diligently worked on the project to reconstruct the bridge, including preparing bridge design, obtaining environmental clearance, and other tasks preliminary to construction of the new bridge; and

WHEREAS, on May 27, 2020, City staff obtained its approval from Caltrans to solicit contractor bids and commence construction; and

WHEREAS, having advertised and solicited construction bids in accordance with the City's Municipal Code, sealed bids were received on the 25th day of September, 2020 for the following project entitled "SOUTHERN HEIGHTS BLVD BRIDGE REPLACEMENT PROJECT" City Project Number 11282 in accordance with the plans and specifications therefore on file in the office of the Department of Public Works; and

WHEREAS, the bid of \$2,733,333 from Disney Construction, Inc. at the unit prices stated in its bid, was and is the lowest bid for said work and said bidder is the lowest responsible bidder; and

WHEREAS, City staff has apportioned an additional 17% of the bid price for contingencies in the amount of \$466,667;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES as follows:

1. The bid of Disney Construction, Inc. is hereby accepted at the unit prices stated in its bid, and the contract for said work and improvements is hereby awarded to Disney Construction, Inc., at the stated unit prices.

2. The City Manager is authorized and directed to execute the contract for the project with Disney Construction, Inc. at the bid amount, subject to final approval as to form by the City Attorney, and to return the bidder's bond upon the execution of the contract.
3. Funds totaling \$3,110,000 will be appropriated for Project 11282 from the Caltrans Highway Bridge Program.
4. Funds totaling \$90,000 from Gas Tax Fund 206 will be appropriated for Project 11282 for non-bridge-related work that is not eligible for federal reimbursement.
5. The Public Works Director is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on the 5th day of October 2020, by the following vote, to wit:

AYES: **COUNCILMEMBERS:**

NOES: **COUNCILMEMBERS:**

ABSENT: **COUNCILMEMBERS:**

LINDSAY LARA, City Clerk

File No.: 16.01.266

Contract

This public works contract ("Contract") is entered into by and between the City of San Rafael ("City") and _____ ("Contractor"), for work on the Southern Heights Boulevard Bridge Replacement Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On _____, 2020, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment and Performance Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Plans and Specifications;
 - 2.10 Change Orders, if any;
 - 2.11 Notice of Award;
 - 2.12 Notice to Proceed;
 - 2.13 Uniform Standards All Cities and County of Marin (available online at: <https://www.marincounty.org/-/media/files/departments/pw/engineering/2018-ucs-complete-set.pdf?la=en>); and
 - 2.14 The following:
 - Appendix A – Federal Bidding Requirements
 - Appendix B – Federal Contract Requirements
3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and in full compliance with Laws.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor \$_____ ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.

5. **Time for Completion.** Contractor will fully complete the Work for the Project within 190 calendar days from the commencement date given in the Notice to Proceed (“Contract Time”). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of \$2,500 per day for each day of unexcused delay in completion, and such liquidated damages may be deducted from City’s payments due or to become due to Contractor under this Contract.
7. **Labor Code Compliance.**
 - 7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers’ compensation insurance, as further specified in Article 9 of the General Conditions.
 - 7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
 - 7.3 **DIR Registration.** City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
8. **Workers’ Compensation Certification.** Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: “I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract.”
9. **Conflicts of Interest.** Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

11. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

City:

City Clerk's Office
1400 Fifth Avenue, Room 209
San Rafael, CA 94901
Attn: City Clerk

Copy to: Director of Public Works
Email: Bill.Guerin@cityofsanrafael.org

Contractor:

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____
Attn: _____
Email: _____
Copy to: _____

12. **General Provisions.**

- 12.1 **Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.
- 12.2 **Third Party Beneficiaries.** There are no intended third-party beneficiaries to this Contract.
- 12.3 **Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Marin County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Marin County, California.
- 12.4 **Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 **Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- 12.6 **Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.

- 12.7 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the “Act”), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 12.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code § 313. If Contractor is a partnership, a signature from a general partner with authority to bind the partnership is required.

[Signatures are on the following page.]

The parties agree to this Contract as witnessed by the signatures below:

CITY:

Approved as to form:

s/ _____

s/ _____

Jim Schutz, City Manager
Name, Title

Rob Epstein, City Attorney
Name, Title

Date: _____

Date: _____

Attest:

s/ _____

Lindsay Lara, City Clerk
Name, Title

Date: _____

CONTRACTOR: _____
Business Name

s/ _____

Seal:

Name, Title

Date: _____

Second Signature (See Section 12.8):

s/ _____

Name, Title

Date: _____

Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT