San Francisquito Creek Bridge

Emergency North Bank Restoration

JPB Finance Committee August 28, 2023





San Francisquito Creek Bridge

Emergency North Bank Restoration

Project Location



Previous Board Action

On August 3, 2023, Resolution 2023-46 renewed the previous Board's findings that:

- An emergency, as defined by Section 1102 of the California Public Contract Code, existed at the north channel embankment at the San Francisquito Creek Bridge due to erosion that threatened the integrity of the structure supporting the JPB's tracks; and
- The emergency **did not permit a delay** resulting from a formal solicitation for bids, and the JPB must continue to act expeditiously to repair necessary facilities; and
- Authorized emergency repairs without adopting plans and specifications or giving notice to potential bidders; and



Previous Board Action

- Delegated to the Executive Director, or designee, the authority: to approve all plans and/or designs; to execute a contract with Walsh Construction II, LLC, to undertake emergency repairs of the north channel embankment at the San Francisquito Creek Bridge at a price that staff has determined is fair and reasonable; and
- To take all other actions required to respond to said emergency, provided that the Executive Director reports such actions to the Board at each monthly Board meeting until the emergency situation is resolved, with a final report to be made at the first Board meeting after the emergency is resolved.
- Requesting renewal of these previous Board Actions pursuant to California Public Contract Code section 22050(c)
 Califait

Geographic Location Overview





San Francisquito Creek North Bank Scour

Erosion threatens to undermine (from left to right):

- Rail bridge owned by JPB
- Drain outfall owned by City of Menlo Park
- Alma Street Bicycle Bridge owned by City of Palo Alto



Recap and Current Status

JPB is advancing the design of the creek bank restoration based on:

- Confirmation from the **Cities of Menlo Park and Palo Alto** that the project should include scope to address erosion around the Cities' assets;
- **Coordination meetings** with the Cities of Menlo Park and Palo Alto, the San Francisquito Creek Joint Powers Authority (SFCJPA) and Stanford University;
- Feedback received from **regulatory agencies**; and
- Topographic surveys, site observations, hydraulic modeling; and
- Feedback received on 35% and 65% designs for the project.



65% Design Concept



Schedule



Cost and Funding

- **Total project cost estimates** for the project cost include survey, design, permitting, outreach, construction, construction management, and all other directly related agency costs, to derive a total estimated project cost at completion.
- The total project cost estimate is currently **\$6.4 million**.
- JPB staff anticipates the **cost of the project will be shared** between the JPB, the City of Menlo Park, and the City of Palo Alto.



Consultant Contracting

- **AECOM** is actively **advancing the design** through a Work Directive under our existing On-Call GEC Design Services contract.
- WSP is actively supporting with permitting and environmental clearances through a Work Directive under our existing On-Call Environmental Planning, Permitting and Support Services contract.
- **TRC** has been engaged to perform **construction management** through a Work Directive under our existing On-Call Construction Management Services contract.



Construction Contracting

- Walsh Construction Company II, LLC ("Walsh") is constructing riverbank stabilization measures on the JPB's Guadalupe River Bridge Replacement Project.
- Walsh is being engaged to construct **similar creekbank stabilization measures** under similar permits for the San Francisquito Creek bank stabilization.



Construction Contracting

- The construction contract will **use time-and-materials** payment terms
 - The **timing of regulatory approvals** and available construction duration is not sufficiently known to support advanced lump-sum pricing
 - Scope of work and schedule must remain flexible to adapt to future permits requirements
 - In the absence of a competitive bidding environment, time-and-materials terms will provide a basis for fair and reasonable compensation based on actual costs.



Construction Contracting (continued)

- As the design progresses
 - JPB and Walsh are preparing **iterative**, **independent cost opinions**
 - To promote **consistent** cost expectations and
 - To establish a **reasonable not-to-exceed budget** for the work.
- A **financial incentive of \$1,500 per day** has been established for completion of all construction within the creek banks before October 15, 2023.



Requested Board Actions

JPB staff recommends that the Board **renew i**ts previous August 3, 2023, findings that:

- An emergency, as defined by Section 1102 of the California Public Contract Code, existed at the north channel embankment at the San Francisquito Creek Bridge due to erosion that threatened the integrity of the structure supporting the JPB's tracks; and
- The emergency **did not permit a delay** resulting from a formal solicitation for bids, and the JPB must continue to act expeditiously to repair necessary facilities; and
- Authorized emergency repairs without adopting plans and specifications or giving notice to potential bidders; and



Requested Board Actions

- Delegated to the Executive Director, or designee, the authority: to approve all plans and/or designs; to execute a contract with Walsh Construction II, LLC, to undertake emergency repairs of the north channel embankment at the San Francisquito Creek Bridge at a price that staff has determined is fair and reasonable; and
- To take all other actions required to respond to said emergency, provided that the Executive Director reports such actions to the Board at each monthly Board meeting until the emergency situation is resolved, with a final report to be made at the first Board meeting after the emergency is resolved.



Questions



