

CITY OF YUBA CITY  
STAFF REPORT

**Date:** July 16, 2019  
**To:** Honorable Mayor & Members of the City Council  
**From:** Public Works Department  
**Presentation by:** Benjamin K. Moody, Interim Assistant Public Works Director

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**Summary**

**Subject:** Feather River Parkway Phase II (Award)

**Recommendation:** Adopt a Resolution awarding a construction contract to R&R Horn, Inc. of Chico, CA and authorizing the City Manager to execute an agreement for the Feather River Parkway Phase II Project in the total bid amount of \$1,119,270.00. (Contract No. 13-05)

**Fiscal Impact:** \$1,287,160.50 – CIP Account No. 1166 (Feather River Parkway Project Phase II). Project will be funded through the Proposition 84 River Parkways Grant with a City Match of \$106,000.

\$1,013,270.00 – Account No. 941166-65501 (Construction – Grant)  
 \$106,000.00 – Account No. 931166-65501 (Construction – City Match)  
 \$167,890.50 – Account No. 941166-65504 (Contingency)

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**Purpose:**

Enhance the City's Feather River Parkway by providing additional public access to the Feather River and promoting walking, biking, picnicking, and outdoor recreation.

**Background:**

In 2002, the City completed the Feather River Parkway Strategic Plan in an effort to utilize approximately 172 acres of City property along the Feather River north of State Route 20. In 2013, Phase I of the Feather River Parkway Project was completed. The project was constructed utilizing a \$1,400,000 grant from the State of California Natural Resources Agency's California River Parkways Grant Program (Proposition 50).

In April 2013, City Council accepted a \$1,743,000 Natural Resources Agency grant through the "Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006," also known as Proposition 84, for Phase II of the Feather River Parkway Project. Under the Grant Agreement, the City must pledge \$106,000 in construction funds. The Phase II Project includes creation of two miles of new public bicycle and pedestrian trails, picnic areas, an overlook on the Feather River, improved access to the pond located in the Phase I project area, interpretive signage, restoration of two acres of wetlands, a restroom, and preservation of 10 acres of riparian woodlands (Attachment 2).

In May 2013, City Council awarded Domenichelli & Associates of El Dorado Hills, CA a Professional Services Agreement for the design of Phase II. Design work was completed for the project by Domenichelli & Associates and all construction and environmental permitting has been obtained through the State. The permitting process was very lengthy and only recently completed.

On June 18, 2019, Council approved the plans and specifications and authorized the Public Works Department to bid the project. The project is ready for construction with a grant deadline to construct the improvements by December 2019.

**Analysis:**

The project was advertised for bid in June and July 2019. Plans and specifications were provided to local builder/contractor exchanges and purchased by contractors/suppliers. On July 10, 2019, two bids were received and opened in the City Clerk's office. A list of the bids received and the engineer's estimate are shown below:

<u>Company</u>	<u>Base Bid</u>	<u>Base + Bid Alternate</u>
R&R Horn, Inc.	\$909,480.00	\$1,119,270.00
Hanford Applied Restoration and Conservation	\$1,289,651.00	\$1,599,341.00
Engineer's Estimate		\$1,000,000.00

R&R Horn of Chico, CA is the low, responsive bidder.

Contract administration and inspection of the project will be performed by City staff. Project construction is expected to begin in August and be completed by October 2019.

**Fiscal Impact:**

The total estimated construction cost is \$1,287,160.50. This estimate includes 15% contingency, which will provide the ability, if necessary, to mitigate unknown environmental and cultural factors and maximize the use of grant funding for construction of the improvements. The project will be funded through the Proposition 84 River Parkways Grant programmed in CIP Account Nos. 931166 and 941166 (Feather River Parkway Project Phase II) with a required City Match of \$106,000.

**Alternatives:**

1. Do not award the contract and reject all bids. Rejecting bids will lead to project delays and could jeopardize the grant funding received for the project.
2. Modify the project scope within the terms of the grant agreement and applicable requirements.

**Recommendation:**

Adopt a Resolution awarding a construction contract to R&R Horn, Inc. of Chico, CA and authorizing the City Manager to execute an agreement for the Feather River Parkway Phase II Project in the total bid amount of \$1,119,270.00. (Contract No. 13-05)

Attachments:

1. Resolution
  - a. Contract Agreement
2. Project Map

Prepared by:

*Nick Menezes*  
Nick Menezes  
Assistant Engineer

Submitted by:

*Diana Langley*  
Diana Langley  
Interim City Manager

Reviewed by:

Department Head

BM

Finance

RB

City Attorney

SLC by email

# ATTACHMENT 1

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
AWARDING A CONSTRUCTION CONTRACT TO R&R HORN, INC. OF  
CHICO, CA AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN  
AGREEMENT FOR THE FEATHER RIVER PARKWAY PHASE II PROJECT**

WHEREAS, the City of Yuba City advertised for bids for the City of Yuba City's Feather River Parkway Phase II Project; and

WHEREAS, in response to the advertisement, the City received two bids for the Feather River Parkway Phase II Project in the following total bid amounts:

R&R Horn, Inc.	\$1,119,270.00
Hanford Applied Restoration and Conservation	\$1,599,341.00; and

WHEREAS, the City Public Works Department has reviewed the two bids, and examined R&R Horn, Inc. and its bid response, found it to be both the lowest qualified responsive and responsible bidder, and has recommended it for award of this project; and

WHEREAS, the City desires to award the bid to and enter into an agreement with R&R Horn to construct the Feather River Parkway Phase II Project.

NOW, THEREFORE, be it resolved by the City Council of Yuba City as follows that the City Council of the City of Yuba City does hereby accept the two bids received as noted above, finds that R&R Horn, Inc. is the lowest responsive and responsible bidder, and awards the construction contract to R&R Horn, Inc. in the total bid amount of \$1,119,270.00 for the Feather River Parkway Phase II Project. Said agreement shall substantially comply with the terms and conditions presented in the draft agreement attached to this Resolution, shall be subjected to review and approval as to legal form by the City Attorney, and the City Manager shall be authorized to execute the same on behalf of the City of Yuba City.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 16<sup>th</sup> day of July 2019.

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Shon Harris, Mayor

ATTEST:

\_\_\_\_\_  
Patricia Buckland, City Clerk

APPROVED AS TO FORM  
COUNSEL FOR YUBA CITY:

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Shannon Chaffin, City Attorney  
Aleshire & Wynder, LLP

Attachment(s):

(Draft) Agreement – Contract 13-05

ATTACHMENT

**CITY OF YUBA CITY  
DEPARTMENT OF PUBLIC WORKS**

**CONTRACT AGREEMENT**

**FEATHER RIVER PARKWAY PHASE II PROJECT  
CONTRACT NO. 13-05**

THIS AGREEMENT, made and concluded this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between the City of Yuba City, party of the first part, and \_\_\_\_\_, Contractor, party of the second part.

ARTICLE I. – WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the said party of the first part under the conditions expressed in the two bonds bearing even date with these presents and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Department of Public Works, construction on various roads, all in accordance with the Special Provisions hereto annexed and also in accordance with the Standard Specifications of the State of California Department of Transportation dated May 2010, the Standard Plans dated May 2010, the “Labor Surcharge” and “Equipment Rental Rates” in effect on the date the work is accomplished, and the “General Prevailing Wage Rates” of the State of California Department of Transportation, which said Special Provisions, Standard Plans, Standard Specifications are hereby specially referred to and by such reference made a part hereof.

The Special Provisions and the project plans for the work to be done are entitled:

**FEATHER RIVER PARKWAY PHASE II PROJECT**

Which are hereby made part of this contract.

ARTICLE II. – The said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Yuba City and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications and the requirements of the Engineer under them, to wit.

ARTICLE III. – The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.



ARTICLE IV. – By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires 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 of this contract.

ARTICLE V. – It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VI. – The City of Yuba City hereby employs Contractor to provide material and to do the work according to the terms and conditions herein contained and referred to for the following prices to be paid at the time, in the manner and upon the conditions hereinafter set forth.

ARTICLE VII. – The improvement contemplated in the performance of this contract is an improvement over which the City of Yuba City shall exercise general supervision.

ARTICLE VIII. – The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed, by and between the terms of this instrument and the bid or proposal of said Contractor, that this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

**FEATHER RIVER PARKWAY PHASE II PROJECT  
CONTRACT NO. 13-05**

<b>Bid Item</b>	<b>Item Description</b>	<b>Unit of Measure</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Total Amount</b>
1	Mobilization/Demobilization	LS	1	\$195,000.00	\$195,000.00
2	Worker Protection and Safety/Shoring	LS	1	\$3,000.00	\$3,000.00
3	Berm Removal Excavation	CY	4,200	\$16.00	\$67,200.00
4	AB Bike Paths	LF	5,700	\$30.00	\$171,000.00
5	Pedestrian Trails	LF	5,000	\$20.00	\$100,000.00
6	Benches (6), Picnic Tables (10), Garbage Cans (4)	LS	1	\$50,000.00	\$50,000.00
7	Pavilion	LS	1	\$90,000.00	\$90,000.00
8	Precast Concrete Vault Toilet	LS	1	\$55,000.00	\$55,000.00
9	Misc Signage and Reflectors	LS	1	\$5,000.00	\$5,000.00
10	Rock Slope Protection (DIP)	SF	5,040	\$7.00	\$35,280.00
11	18" RCP Pipe, 40 LF (DIP)	EA	6	10,000.00	\$60,000.00

12	Rock Slope Protection at Turf Block Path	SF	5,500	\$7.00	\$38,500.00
13	Interpretive Signs	EA	7	\$2,500.00	\$17,500.00
14	Large Info Sign	EA	1	\$10,000.00	\$10,000.00
15	Traffic & Safety Signage	EA	1	\$1,000.00	\$1,000.00
16	Path Direction/Information Signs	EA	30	\$200.00	\$6,000.00
17	Erosion Control (Hydro-Seed)	LS	1	\$5,000.00	\$5,000.00

<b>BID ALTERNATE A – (STAMPED CONCRETE PATH)</b>					
18	8 FT. Wide Stamped Concrete Path	LF	1,665	\$126.00	\$209,790.00
Add Alternate A Total: \$209,790.00					
<b>Base Bid + Add Alternate A Total: \$1,119,270.00</b>					

Approved as to form:

\_\_\_\_\_  
City Attorney  
City of Yuba City

CITY OF YUBA CITY

\_\_\_\_\_  
Diana Langley  
Interim City Manager

\_\_\_\_\_  
Date

CONTRACTOR

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
By and Title (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_

By and Title (printed)

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Address

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Telephone Number

## ATTACHMENT 2

