

CITY OF YUBA CITY
STAFF REPORT

Date: May 18, 2021

To: Honorable Mayor & Members of the City Council

From: Public Works Department

Presented by: Diana Langley, Public Works Director

Summary

Subject: Feather River Parkway Phase 1 Repairs (Award Construction Contract)

Recommendation: Adopt a Resolution awarding a construction contract to R&R Horn Contractors, Inc. of Chico, CA in the amount of their total bid of \$550,550.00, authorizing the City Manager to execute the contract on behalf of the City, subject to review and approval to legal form by the City Attorney, and authorizing the Finance Director to record a supplemental appropriation in the amount of \$640,000.00 from Development Impact Fee funds to CIP Account No. 1273 for construction, contingency, and construction management costs.

Fiscal Impact: \$660,660.00– Total Construction Cost – Account No. 1273 (Feather River Parkway Storm Damage)

- \$550,550.00 - Contract Award Amount
- \$ 55,055.00 - (10%) Construction Contingency
- \$ 55,055.00 - (10%) Construction Management

Purpose:

To repair the damage to City park infrastructure resulting from the 2017 emergency storm event.

Background:

In 2008, the City received \$1,400,000 from the Natural Resources Agency's California River Parkway Grant Program to fund Phase I of the Feather River Parkway Project. Domenichelli and Associates, Inc. was the sub-consultant to the Conservation District for the design, while EN2 Resources, Inc. was a sub-consultant to Domenichelli and Associates, Inc. for the environmental review and permitting. Phase I of the project was completed in 2013.

The Phase I park improvements were severely damaged during the 2017 Oroville Spillway Incident. Feather River Parkway damage included damage to gravel roadways, storm-water culverts, walking trails, trees, sand/sediment deposits, and picnic areas, including concrete pads and benches.

The City applied for public assistance to Federal Emergency Management Agency (FEMA) through California Governor's Office of Emergency Services (CalOES) for the repairs and reconstruction of the facilities damaged in the 2017 Oroville Spillway Incident. FEMA inspected the damages and awarded the City \$789,567.26 to fund both the design and construction of the project.

On August 18, 2020, the City Council approved the plans and specifications for the Feather River Parkway Phase 1 Repairs Project and authorized advertisement for bids.

Analysis:

The Feather River Parkway Phase 1 Repairs Project was advertised for bids beginning April 4th, 2021. Plans and specifications were provided to local builder/contractor exchanges. On April 29th, 2021, five (5) bids were received and opened by the City Clerk Administrator. The bid opening list and Engineer's Estimate are shown below.

<i>Company</i>	<i>Total Bid</i>
R&R Horn Contractors, Inc.	\$550,550.00
PBM Construction, Inc.	\$658,682.00
Swierstok Enterprise Inc., dba Pro Builders	\$686,370.00
North Star Construction and Engineering Inc.	\$697,300.00
Santos Excavating Inc.	\$766,440.00
<i>Engineers Estimate:</i>	<i>\$558,000.00</i>

R&R Horn Contractors, Inc. is the low, responsible, and responsive bidder.

Construction management and inspection will be administered by the City's Public Works Department staff. Additionally, the City will be contracting with the Solis Group for labor compliance services, and MHM, Inc. for construction testing services.

Fiscal Impact:

The estimated total project cost is \$660,660.00, which consists of the following components:

Construction Contract:	\$ 550,550.00
Construction Contingency:	\$ 55,055.00
<u>Construction Management:</u>	<u>\$ 55,055.00</u>
Total:	\$ 660,660.00

Staff is requesting a contingency of \$55,055.00 and construction management of \$55,055.00. This equates to approximately 10% for both construction contingency and construction management funds. There are a number of potentially unpredictable variables associated with this project, such as unforeseen field conditions and in-field modifications that may be necessary for the roadway and culvert crossing. Additionally, the construction management will be higher than typical due to the City contracting with MHM Inc. for testing services and the Solis Group for labor compliance services.

Total FEMA/CalOES grant funding provided for the FEMA Feather River Parkway Repair Project was \$789,567.26, with FEMA contributing 75%, CalOES 18.75%, and the City 6.25%. Design and bidding costs were approximately \$76,000, which leaves approximately \$714,000 available for construction. The total estimated construction cost is \$660,660.

In order to fund the project in advance of reimbursement, staff is requesting a supplemental appropriation in the amount of \$640,000 to Account No 941273-65501 (Feather River Parkway Storm Damage). After project completion, CalOES and FEMA will reimburse their respective share of the construction costs.

Environmental:

The City's environmental consultant, EN2 Resources Inc., performed a preliminary environmental assessment of the project and determined that it falls within the Class 1 Categorical Exemption set forth in California Environmental Quality Act (CEQA) Guidelines Section 15301, Existing Facilities. The City adopted the Categorical Exemption and filed a CEQA Notice of Exemption for the project. As such, no further environmental assessment is required for this project under CEQA.

Alternatives:

Reject the bids and delay/cancel the project. This will result in a loss of available FEMA/CalOES funds.

Recommendation:

Adopt a Resolution awarding a construction contract to R&R Horn Contractors, Inc. of Chico, CA in the amount of their total bid of \$550,550.00, authorizing the City Manager to execute the contract on behalf of the City, subject to review and approval to legal form by the City Attorney, and authorizing the Finance Director to record a supplemental appropriation in the amount of \$640,000.00 from Development Impact Fee funds to CIP Account No. 1273 for construction, contingency, and construction management costs.

Attachments:

1. Resolution – Award of Construction Contract
 - Exhibit A: (Draft) Agreement – Contract 19-12
2. Project Location Map

Prepared by:

Submitted by:

/s/ Josh Wolffe

Josh Wolffe
Assistant Engineer

/s/ Dave Vaughn

Dave Vaughn
City Manager

Reviewed by:

Department Head

DL

Finance

SM

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 CONTRACTORS, INC. IN
THE AMOUNT OF THEIR TOTAL BID OF \$550,550.00, AUTHORIZING THE CITY MANAGER
TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY, SUBJECT TO REVIEW AND
APPROVAL AS TO LEGAL FORM BY THE CITY ATTORNEY, AND AUTHORIZING THE
FINANCE DIRECTOR TO RECORD A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT
OF \$640,000.00 FROM DEVELOPMENT IMPACT FEE FUNDS TO CIP ACCOUNT NO. 1273
FOR CONSTRUCTION, CONTINGENCY AND CONSTRUCTION MANAGEMENT COSTS**

WHEREAS, the City of Yuba City (City) advertised for bids for the City's Feather River Parkway Phase 1 Repairs Project (Project); and

WHEREAS, in response to the advertisement, the City received five (5) bids for the Project in the following bid amounts:

<u>Company</u>	<u>Total Bid</u>
R&R Horn Contractors, Inc.	\$550,550.00
PBM Construction, Inc.	\$658,682.00
Swierstok Enterprise Inc., dba Pro Builders	\$686,370.00
North Star Construction and Engineering Inc.	\$697,300.00
Santos Excavating Inc.	\$766,440.00; and

WHEREAS, the City Public Works Department has reviewed the five bids, and examined R&R Horn Contractors, Inc. (R&R Horn) 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, this project has already been environmentally assessed, with the adoption of categorical exemption for the same, and as such no further assessment is required under the California Environmental Quality Act (CEQA), and

WHEREAS, the City desires to award the bid to R&R Horn of Chico, CA and enter into an agreement with R&R Horn to construct the Project.

NOW, THEREFORE, be it resolved by the City Council of Yuba City as follows:

Section 1. The City Council of the City of Yuba City does hereby accept the five bids received as noted above, finds that R&R Horn is the lowest responsive and responsible bidder, and awards the construction contract to R&R Horn in the total amount bid of \$550,550.00 for the Project. Said contract agreement shall substantially comply with the terms and conditions presented in the draft agreement attached to this Resolution (Exhibit A), 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.

Section 2. The City Council of the City of Yuba City does hereby authorize the Finance Director to record a supplemental appropriation in the amount of \$640,000.00 from Development Impact Fee funds to CIP Account No. 1273 for construction, contingency, and construction management costs.

Section 3. This Resolution shall take effect immediately.

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 18th day of May 2021.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit(s):

- A. (Draft) Agreement – Contract 19-12

**CITY OF YUBA CITY
PUBLIC WORKS DEPARTMENT**

CONTRACT AGREEMENT

**FEATHER RIVER PARKWAY PHASE 1 REPAIRS
CONTRACT NO. 19-12**

THIS AGREEMENT, made and concluded this ____ day of _____ 2021, between the City of Yuba City, party of the first part, and **R&R Horn Contractors, Inc.**, 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 Public Works Department, 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 2018, the Standard Plans dated 2018, 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 1 REPAIRS

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 1 REPAIRS
CONTRACT NO. 19-12**

Bid Item	Item Description	Estimated Quantity	Unit of Measure	Item Price	Total Amount
1	Mobilization/Demobilization	1	LS	\$78,000.00	\$78,000.00
2	Worker Safety	1	LS	\$2,000.00	\$2,000.00
3	Erosion Control Plan	1	LS	\$2,500.00	\$2,500.00
4	Backfill Scoured Picnic Area	1,300	CY	\$25.00	\$32,500.00
5	AB Bike Path Repairs and Resurface	1,900	LF	\$35.00	\$66,500.00
6	AB Roadway Resurface	300	LF	\$35.00	\$10,500.00
7	Demolish Existing Picnic Table Slabs	3	EA	\$650.00	\$1,950.00
8	Construct New Picnic Table Slabs	3	EA	\$5,000.00	\$15,000.00
9	Re-install Existing Picnic tables (3), Garbage Cans (1)	1	LS	\$1,000.00	\$1,000.00
10	Demolish Existing Culvert Crossing	1	LS	\$6,000.00	\$6,000.00
11	Precast Concrete Box Culvert w/ headwalls & railing	1	LS	\$186,500.00	\$186,500.00
12	Concrete Roadway over Culvert	4,800	SF	\$11.25	\$54,000.00
13	Embankment Grouted Rock Slope Protection at Culvert	3,200	SF	\$13.00	\$41,600.00
14	Embankment Rock Slope Protection at Culvert	4,400	SF	\$10.00	\$44,000.00
15	Erosion Control (Hydro-Seed)	1	LS	\$8,500.00	\$8,500.00
TOTAL AMOUNT BID = \$550,550.00					

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY

Dave Vaughn
City Manager

Date

CONTRACTOR

Company Name

By and Title (signature)

Date

By and Title (printed)

Address

Telephone Number

ATTACHMENT 2

CITY OF YUBA CITY FEATHER RIVER PARKWAY PHASE 1 REPAIRS PROJECT LOCATION MAP



SCALE: 1" = 4,000'

