

CITY OF YUBA CITY
STAFF REPORT

Date: December 21, 2021
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Brad McIntire, Community Services Director

Summary

Subject: Harter Parkway Park Project Award

Recommendation: Adopt a Resolution which makes the following actions:

1. Awards a construction contract to Marina Landscape, Inc. of Orange, CA in the amount of their total bid \$2,507,985.49 and authorizes 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
2. Awards a construction contract to American Ramp Company, Inc. in the amount of \$227,401.57 through Sourcewell Contract No. 112420-ARC, with the finding that it is in the best interest of the City; and authorizes the City Manager to execute an agreement for the Bike Park project
3. Awards a contract for construction and inspection services to Coastland Civil Engineering, Inc. of Auburn, CA in the amount of \$141,850 and authorizes the City Manager to execute the contract on behalf of the City, subject to review and approval as to form by the City Attorney
4. Authorizes the Finance Director to make necessary appropriations from American Rescue Plan Act funds, in the amount of \$1,260,480.77 to CIP Account No. 941207-65501 (Harter Parkway Park and Bike Connection) in order to bridge the funding shortfall and ultimately fund the Park project

Fiscal Impact: \$3,257,029.77 – CIP Account No. 1207 (Harter Parkway Park and Bike Connection)

\$3,257,029.77 – Total Construction Cost
\$2,507,985.49 – Contract Award Amount
\$227,401.57 – Bike Park Contract
\$273,538.71 – (10%) Construction Contingency
\$248,104.00 – (9.1%) Construction Management

Purpose:

To construct a regional park along Harter Parkway, which will create more opportunity for recreation and exercise in the community.

Background:

In February of 2018, the City submitted a grant application to the Land and Water Conservation Fund (LWCF) for \$800,000 to construct the New Park Development on Harter Parkway Project (Project). In August of 2019, the City received notification that grant funds were awarded in the amount of \$800,000, with a required City-match of \$800,000. Since the award notification, City staff have been working diligently with designer Quadriga Landscape Architecture and Planning Inc. (Quadriga), to complete the park's final design.

The park is planned to include two pavilion areas with shade structures, picnic tables, benches, game areas, a bicycle park (Bike Park) featuring a pump track, and a low skills course for younger ages, an open turf field, playgrounds, a fitness area/challenge course, disc golf goals, a basketball court, a continuous perimeter concrete walking path, restrooms, and a parking lot. The park will also serve as a main staging area for the Sutter Bike Path. The Sutter Bike Path Gap Closure Project, which will connect the existing bike path at Hooper Road to Harter Parkway, is scheduled to be constructed in 2022.

Through the design process, it was determined that the City could incur cost savings on the Project by removing the Bike Park from the scope of the Project, and contracting directly with American Ramp Company, Inc. (ARC) in a design-build contract for the Bike Park. The Bike Park would be constructed concurrently with the Project.

Analysis:

Bike Park

ARC is a member of the Sourcewell Cooperative Program (Sourcewell). Sourcewell gathers nationwide bids for products and services resulting in time and cost efficiencies through the procurement process, and better purchasing leverage due to the nationwide scope. Utilizing Sourcewell for the Bike Park construction allows the City to receive a 7% (approximately \$15,920) Sourcewell discount on the construction cost for the Bike Park, while also potentially avoiding subcontractor markups that are typical on construction projects. Additionally, if the work is subcontracted out through the main Project, design fees may also be added to the subcontractor markups.

The City has utilized Sourcewell on various occasions in recent years for the purchase of Public Works equipment and playground equipment. The City has also used Sourcewell for the Blackburn Talley Field Lighting Replacement Project, in which the Sourcewell contractor designed and constructed the project with great results.

The Bike Park project will be constructed concurrently with the Park project. Additionally, provisions have been made in the Park contractor's contract such that the two contractors will work together to avoid any conflicts.

New Park Development on Harter Parkway

The Project, excluding the Bike Park, was advertised for bids beginning October 14, 2021. Plans and specifications were provided to local builder/contractor exchanges. On November 17, 2021, six (6) bids were received and opened by the City Clerk. A list of the bids received and the Engineer's Estimate are shown below:

<u>Company</u>	<u>Total Bid</u>
Marina Landscape, Inc.	\$2,507,985.49
PBM Construction, Inc.	\$2,621,781.00
All-American Construction, Inc.	\$2,701,085.13

Gabe Mendez, Inc.	\$2,743,108.81
North Star Construction and Engineering, Inc.	\$2,988,450.00
Santos Excavating, Inc.	\$3,008,806.31
<i>Engineer's Estimate</i>	<i>\$2,050,000.00</i>

Marina Landscape, Inc. is the low, responsible, and responsive bidder.

Contract administration will be performed by Public Works Department staff. Additionally, the City will be contracting with The Solis Group (Solis) for labor compliance services, and Coastland Civil Engineering, Inc. (Coastland) for Construction Management and Quality Assurance Inspection. Utilizing Solis and Coastland will ensure that the park is built within all funding guidelines, and will allow Engineering staff to focus on design for upcoming time-sensitive priority projects. Project construction is expected to begin in January 2022, weather permitting, and continue through June 2022.

Fiscal Impact:

The estimated total construction cost for the project is approximately \$3,257,029.77, which consists of the following components:

Construction Contract:	\$ 2,507,985.49
Bike Park Contract:	\$ 227,401.57
Construction Contingency:	\$ 273,538.71
<u>Construction Management:</u>	<u>\$ 248,104.00</u>
Total:	\$ 3,257,029.77

Materials prices are currently high and volatile due to inconsistencies with the supply chain. Additionally, through the construction of the new park, unpredictable constructability variables may arise which may necessitate additional work and therefore additional funds to complete the park. Staff is requesting a construction contingency of \$273,538.71 which equates to 10% of the construction cost, to ensure that the project will have all funds necessary to complete construction.

Additionally, staff is requesting \$248,104.00 in construction management funds. The construction management funds include the \$141,850.00 Coastland construction management and quality assurance inspection contract, the \$16,254 Solis labor compliance contract, \$65,000 in staff time for project management and coordination, and \$25,000 in contingency for any additional construction management services that may become necessary through the project duration. This equates to approximately 9.1% construction management funds.

The project will be funded through CIP Account No. 1207 (Harter Parkway Park and Bike Connection). Currently Account No. 1207 has a balance of \$1,996,549.

Though Account No. 1207 has a balance \$1,260,480.77 less than what is needed to construct the Project, Council may be able to bridge the budget shortfall through the utilization of American Rescue Plan Act (ARPA) funds. Staff recommends that Council authorize the Finance Director to make necessary appropriations from American Rescue Plan Act (ARPA) funds to Account No. 1207 for the amount necessary to fund the project.

Once the project is completed, staff will coordinate with LWCF in order to have \$800,000 in grant funds reimbursed to the City. Lastly, any ARPA funds that are not utilized throughout the project may be transferred back to the City's ARPA funding account, so that the funds may be expended elsewhere, as deemed necessary by the City.

Environmental:

A mitigated negative declaration was prepared and adopted for the Harter Park and Sutter Bike Path project which assessed potential environmental impacts of the entire project as required by the California Environmental Quality Act (CEQA). There has not been any substantial new information acquired nor changes to the project since it was evaluated, and no further evaluation for this portion of the project is required under CEQA.

Alternatives:

1. Reject the bids and direct staff to modify the project for re-bidding.
2. Delay/cancel the project. This will result in a loss of available LWCF funds.
3. Authorize the use of funds other than ARPA funds to fund the project.

Recommendation:

Adopt a Resolution which makes the following actions:

1. Awards a construction contract to Marina Landscape, Inc. of Orange, CA in the amount of their total bid \$2,507,985.49 and authorizes the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal from by the City Attorney.
2. Awards a construction contract to American Ramp Company, Inc. in the amount of \$227,401.57 through Sourcewell Contract No. 112420-ARC, with the finding that it is in the best interest of the City; and authorizes the City Manager to execute an agreement for the Bike Park project.
3. Awards a contract for construction and inspection services to Coastland Civil Engineering, Inc. of Auburn, CA in the amount of \$141,850 and authorizes the City Manager to execute the contract on behalf of the City, subject to review and approval as to form by the City Attorney.
4. Authorizes the Finance Director to make necessary appropriations from American Rescue Plan Act funds, in the amount of \$1,260,480.77 to CIP Account No. 941207-65501 (Harter Parkway Park and Bike Connection) in order to bridge the funding shortfall and ultimately fund the Park project.

Attachments:

1. Resolution
2. Exhibit A - (Draft) Agreement - Contract 17-10
3. Exhibit B - ARC Quote
4. Exhibit C - (Draft) Coastland Professional Services Agreement
5. Park Project Exhibit
6. Bike Park Exhibit

Prepared By:

Josh Wolffe
Associate Civil Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING A CONSTRUCTION CONTRACT TO MARINA LANDSCAPE, INC. IN
THE AMOUNT OF THEIR TOTAL BID \$2,507,985.49, 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,
AWARDING A CONSTRUCTION CONTRACT TO AMERICAN RAMP COMPANY,
INC. IN THE AMOUNT OF \$227,401.57, THROUGH SOURCEWELL CONTRACT NO.
112420-ARC, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT
FOR THE BIKE PARK PROJECT, AWARDING A PROFESSIONAL SERVICES
AGREEMENT FOR CONSTRUCTION AND INSPECTION SERVICES TO
COASTLAND CIVIL ENGINEERING, INC. IN THE AMOUNT OF \$141,850.00,
AUTHORIZING THE CITY MANAGER TO EXECUT THE AGREEMENT ON BEHALF
OF THE CITY, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE
NECESSARY APPROPRIATIONS FROM AMERICAN RESCUE PLAN ACT FUNDS
TO FUND THE HARTER PARKWAY PARK PROJECT**

WHEREAS, the City of Yuba City advertised for bids for the City of Yuba City's Harter Parkway Park Project; and

WHEREAS, in response to the advertisement, the City received six (6) bids for the Harter Parkway Park Project in the following bid amounts:

Marina Landscape, Inc.	\$2,507,985.49
PBM Construction, Inc.	\$2,621,781.00
All-American Construction, Inc.	\$2,701,085.13
Gabe Mendez, Inc.	\$2,743,108.81
North Star Construction and Engineering, Inc.	\$2,988,450.00
Santos Excavating, Inc.	\$3,008,806.31; and

WHEREAS, the City Public Works Department has reviewed the six (6) bids, and examined Marina Landscape, 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, a mitigated negative declaration was prepared and adopted for the Harter Park and Sutter Bike Path project which assessed potential environmental impacts of the entire project as required by the California Environmental Quality Act (CEQA). There has not been any substantial new information acquired nor changes to the project since it was evaluated, and no further evaluation for this portion of the project is required under CEQA; and

WHEREAS, the City desires to award the bid to Marina Landscape, Inc. of Orange, CA and enter into an agreement with Marina Landscape, Inc. to construct the Harter Parkway Park Project; and

WHEREAS, the City of Yuba City also desires to utilize Sourcewell Cooperative Contract No. 112420-ARC for the procurement of Harter Parkway Park's Bike Park construction contract at a competitively bid, negotiated price; and

WHEREAS, Sourcewell Cooperative awarded Contract No. 112420-ARC to American Ramp Company, Inc. of Joplin, MO following a nationwide competitive Request for Quotation process; and

WHEREAS, the City desires to award the Bike Park bid to American Ramp Company, Inc. of Joplin, MO through utilizing the Sourcewell Cooperative Contract No. 112420-ARC negotiated price of \$227,401.57; and

WHEREAS, the City desires to award a contract for construction and inspection services to Coastland Civil Engineering, Inc. of Auburn, CA in the amount of \$141,850.00 to ensure construction that is in compliance with funding requirements and project specifications.

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 six (6) bids received as noted above, finds that Marina Landscape, Inc. is the lowest responsive and responsible bidder, and awards the construction contract to Marina Landscape, Inc. in the total amount bid of \$2,507,985.49 for the Harter Parkway Park Project. Said contract 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.
- Section 2. The City Council of the City of Yuba City awards the construction contract for the Bike Park to American Ramp Company, Inc. of Joplin MO through utilizing Sourcewell Cooperative Contract No. 112420-ARC negotiated price of \$227,401.57, with the finding that it is in the best interest of the City. The City Manager is authorized to execute any agreement or other document required for the purchase subject to approval as to legal form by the City Attorney.
- Section 3. The City Council of the City of Yuba City awards a professional services agreement for construction and inspection services to Coastland Civil Engineering, Inc. of Auburn, CA in the amount of \$141,850.00. 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.
- Section 3. The City Council of the City of Yuba City authorizes the Finance Director to make necessary appropriations from American Rescue Plan Act funds, in the amount of \$1,260,480.77 to CIP Account No.

941207-65501 (Harter Parkway Park and Bike Connection) in order to bridge the funding shortfall and ultimately fund the Park project.

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 21st day of December, 2021.

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

- A. Exhibit A – (Draft) Agreement – Contract 17-10
- B. Exhibit B – ARC Quote
- C. Exhibit C – (Draft) Coastland Professional Services Agreement

EXHIBIT A

**CITY OF YUBA CITY
PUBLIC WORKS DEPARTMENT**

CONTRACT AGREEMENT

**HARTER PARKWAY PARK
CONTRACT NO. 17-10**

THIS AGREEMENT, made and concluded this ____ day of _____, 20____, between the City of Yuba City, party of the first part, and **Marina Landscapes, 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 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:

HARTER PARKWAY PARK

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.

**HARTER PARKWAY PARK
CONTRACT NO. 17-10**

Bid Item	Item Description	Estimated Quantity	Unit of Measure	Item Price	Total Amount
1	Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00
2	Mobilization/Demobilization	1	LS	\$ 125,000.00	\$ 125,000.00
3	Construction Area Signs	1	LS	\$ 1,500.00	\$ 1,500.00
4	Clearing and Grubbing	1	LS	\$ 24,000.00	\$ 24,000.00
5	Fine Grading	40,719	SF	\$ 0.75	\$ 30,539.25
6	Excavation/Grading	1	LS	\$ 188,000.00	\$ 188,000.00

7	Prepare SWPPP, File NOI, File NOT, and SMARTS database reporting for the project	1	LS	\$ 9,800.00	\$ 9,800.00
8	Erosion & Sediment Control BMPs	1	LS	\$ 36,000.00	\$ 36,000.00
9	Bioretention Basins	3,833	SF	\$ 13.00	\$ 49,829.00
10	Connect to Existing Storm Drain Manhole	1	EA	\$ 6,800.00	\$ 6,800.00
11	Storm Drain Inlet	5	EA	\$ 3,700.00	\$ 18,500.00
12	12" PVC (SDR-35) Storm Drain Pipe	1,243	LF	\$ 74.00	\$ 91,982.00
13	Storm Drain Culvert	51	LF	\$ 92.00	\$ 4,692.00
14	Storm Drain Cleanout	11	EA	\$ 525.00	\$ 5,775.00
15	Storm Drain Manhole (YC DR1 and DR2)	2	EA	\$ 10,500.00	\$ 21,000.00
16	4" PVC (SDR-35) Perforated Pipe	315	LF	\$ 6.30	\$ 1,984.50
17	French Drain with 4" PVC (SDR-35) Perforated Pipe	147	LF	\$ 16.75	\$ 2,462.25
18	4" PVC (SDR-35) Solid Pipe	9	LF	\$ 120.00	\$ 1,080.00
19	1" Tap Connection to Existing Water Main	1	EA	\$ 1,200.00	\$ 1,200.00
20	1" Water Service Pipe for Domestic Water	690	LF	\$ 28.00	\$ 19,320.00
21	4" Sanitary Sewer Pipe	30	LF	\$ 32.00	\$ 960.00
22	Sanitary Sewer Cleanout	1	EA	\$ 1,390.00	\$ 1,390.00
23	Point of Service Sanitary Sewer Cleanout (YC SS4)	1	EA	\$ 558.00	\$ 558.00
24	Driveway (YC ST23)	4	EA	\$ -	\$ -
25	Concrete Paving	24,613	SF	\$ 10.50	\$ 258,436.50
26	Stabilized Decomposed Granite Paving	1,762	SF	\$ 5.00	\$ 8,810.00
27	Gravel Surface at Maintenance Paths	840	SF	\$ 2.00	\$ 1,680.00
28	Metal Header	372	LF	\$ 9.00	\$ 3,348.00
29	Concrete Header, 9" Wide	383	LF	\$ 47.00	\$ 18,001.00
30	Concrete Mow Band, 12" Wide	237	LF	\$ 49.00	\$ 11,613.00
31	LWCF Signs (1 Temporary, 1 Permanent, 2 Total)	1	LS	\$ 875.00	\$ 875.00
32	Park Monument Signs	2	EA	\$ 10,000.00	\$ 20,000.00
33	Parking Lot – Asphalt Concrete Paving	16,815	SF	\$ 6.50	\$ 109,297.50
34	Parking Lot – Metal Header at Parking Lot	896	LF	\$ 6.00	\$ 5,376.00
35	Parking Lot – Removable Bollard	1	EA	\$ 1,570.00	\$ 1,570.00

36	Parking Lot – Non-Stabilized Decomposed Granite Paving	1,326	SF	\$ 3.50	\$ 4,641.00
37	Parking Lot – Decorative Rock Mulch at Bioretention Edge	378	SF	\$ 1.65	\$ 623.70
38	Parking Lot – Landscape Boulder (3-4' Diameter)	9	EA	\$ 1,000.00	\$ 9,000.00
39	Parking Lot – Detectable Warning Tile	28	SF	\$ 56.00	\$ 1,568.00
40	Parking Lot – Striping and Signage	1	LS	\$ 7,000.00	\$ 7,000.00
41	Parking Lot – Concrete Wheelstop	42	EA	\$ 182.00	\$ 7,644.00
42	Fabric Shade Shelter, 30' x 30'	1	LS	\$ 55,500.00	\$ 55,500.00
43	Fabric Shade Shelter, 30' x 40'	1	LS	\$ 58,000.00	\$ 58,000.00
44	Picnic Tables (92" Pre-Cast Concrete, Standard)	8	EA	\$ 1,300.00	\$ 10,400.00
45	Picnic Tables (92" Pre-Cast Concrete, ADA)	4	EA	\$ 1,420.00	\$ 5,680.00
46	Waste Receptacle (Pre-Cast Concrete w/ Access Door)	6	EA	\$ 1,700.00	\$ 10,200.00
47	Bicycle Rack	9	EA	\$ 780.00	\$ 7,020.00
48	Bicycle Fix Station	2	EA	\$ 2,970.00	\$ 5,940.00
49	Drinking Fountain	2	EA	\$ 9,800.00	\$ 19,600.00
50	Barbeque Grill	4	EA	\$ 900.00	\$ 3,600.00
51	Disc Golf Goal	3	EA	\$ 1,000.00	\$ 3,000.00
52	Bench (6' Length, Steel Strap)	8	EA	\$ 2,500.00	\$ 20,000.00
53	4'-0" High Ornamental Fence	284	LF	\$ 330.00	\$ 93,720.00
54	6'-0" High Chain Link Fence at Irrigation Enclosure	50	LF	\$ 495.00	\$ 24,750.00
55	10'-0" Wide Chain Link Double Gate	1	EA	\$ 12,000.00	\$ 12,000.00
56	Play Area – Equipment and Installation	1	LS	\$ 128,000.00	\$ 128,000.00
57	Play Area – Engineered Wood Fiber Surfacing (12" Depth)	206	CY	\$ 54.00	\$ 11,124.00
58	Play Area – Drain Rock (3" Depth)	52	CY	\$ 30.00	\$ 1,560.00
59	Play Area – Concrete Play Curb	311	LF	\$ 57.00	\$ 17,727.00
60	Play Area – Ramp	1	LS	\$ 2,925.00	\$ 2,925.00
61	Fitness Area – Equipment and Installation	1	LS	\$ 165,000.00	\$ 165,000.00
62	Fitness Area – Engineered Wood Fiber Surfacing (12" Depth)	150	CY	\$ 56.00	\$ 8,400.00
63	Fitness Area – Drain Rock (3" Depth)	38	CY	\$ 30.00	\$ 1,140.00

64	Fitness Area – Concrete Play Curb	232	LF	\$ 57.00	\$ 13,224.00
65	Fitness Area – Ramp	1	LS	\$ 2,950.00	\$ 2,950.00
66	Custom Bike Park Gateway Sign	1	LS	\$ 29,000.00	\$ 29,000.00
67	Cornhole Boards (2 Board Per Set)	2	EA	\$ 3,100.00	\$ 6,200.00
68	Ping Pong Table	1	EA	\$ 6,700.00	\$ 6,700.00
69	Basketball Court – Hoop (Pole, Backboard, Rim, Net)	1	LS	\$ 9,100.00	\$ 9,100.00
70	Basketball Court – Striping	1	LS	\$ 2,125.00	\$ 2,125.00
71	Restroom Building – Site Prep (Including but not limited to excavation, leveling and stabilization of receiving soils)	1	LS	\$ 1,000.00	\$ 1,000.00
72	Restroom Building – Installation and Utility Connections (City to Furnish and Deliver Building; Crane rental through Green Flush paid by City; Green Flush representative to provide on-site direction and assistance with install)	1	LS	\$ 4,200.00	\$ 4,200.00
73	Restroom Building – Baserock 8" Depth	6.5	CY	\$ 190.00	\$ 1,235.00
74	Landscape – Soil Amendment Prep	150,453	SF	\$ 0.52	\$ 78,235.56
75	Landscape – Bark Mulch (3" Depth)	502	CY	\$ 68.00	\$ 34,136.00
76	Landscape – Turf, Hydroseed	96,209	SF	\$ 0.11	\$ 10,582.99
77	Landscape – Shrubs (1 Gallon)	2,443	EA	\$ 8.65	\$ 21,131.95
78	Landscape – Shrubs (5 Gallon)	603	EA	\$ 30.00	\$ 18,090.00
79	Landscape – Trees (24" Box)	137	EA	\$ 480.00	\$ 65,760.00
80	Landscape – Irrigation Controller	1	LS	\$ 21,000.00	\$ 21,000.00
81	Landscape – Irrigation Mainline	1,313	LF	\$ 12.50	\$ 16,412.50
82	Landscape – Irrigation RCV Valves	42	EA	\$ 350.00	\$ 14,700.00
83	Landscape – Rotor Irrigation	96,209	SF	\$ 0.21	\$ 20,203.89
84	Landscape – Pop-Up Spray Irrigation	19,256	SF	\$ 1.50	\$ 28,884.00
85	Landscape – Drip Irrigation	3,774	SF	\$ 1.35	\$ 5,094.90
86	Landscape – Tree Bubbler Irrigation	137	EA	\$ 180.00	\$ 24,660.00
87	Landscape – Irrigation Audit	1	LS	\$ 5,500.00	\$ 5,500.00
88	Landscape – 90 Day Maintenance	1	LS	\$ 21,000.00	\$ 21,000.00

89	Lighting – Solar Pedestrian Path Lights (12'-0" Pole)	17	EA	\$ 4,000.00	\$ 68,000.00
90	Lighting – Solar Parking Lot Lights (20'-0" Pole)	8	EA	\$ 5,800.00	\$ 46,400.00
91	Lighting – Concrete Anchor Bases	25	EA	\$ 1,800.00	\$ 45,000.00
92	Electrical – Well and Electrical Service Installation (Includes Service Pedestal, VFD Controller, Motor, Filter Assembly, Concrete Pad, Etc.)	1	LS	\$ 68,000.00	\$ 68,000.00
93	Electrical – Electrical Boxes	4	EA	\$ 1,500.00	\$ 6,000.00
94	Electrical – Pedestal Mounted Receptacles	4	EA	\$ 1,600.00	\$ 6,400.00
95	Electrical – Conduit and Conductor	846	LF	\$ 33.00	\$ 27,918.00
TOTAL AMOUNT BID = \$2,507,985.49					

Approved as to legal 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)

EXHIBIT B

601 McKinley, Joplin, MO 64801
 Local 417-206-6816
 Fax 417-206-6888
sales@americanrampcompany.com



Quote #	Design #	FOB
Q25595	7242a	Yuba City, CA

Item #	Equipment	Height	Width	Length
1	Rock Garden (RW)	0.5'	8.0'	31.0'
2	Split Decision w/ Log Stack	2'	2.5'	48.8'
3	Rock Garden (RW)	0.5'	8.0'	31.0'
4	Roller	2'	2.5'	18.7'
5	Roller Corner (90 Deg) w/ Rock Pivot (RW)	1'	2.5'	20.6'
6	A-Frame (11 Deg)	2'	8"	19.7'
7	Zig Zag Short (30 Deg)	2'	2.5'	24'
8	Rock Garden w/ Log Trail (RW)	0.5'	8.0'	31.0'
9	90 Deg Turn	10"	3'	12.8'
10	Snake Ladder	1'	3'	57.5'
11	Zig Zag 90 Deg Corner	2'	3'	21.8'
12	Roller	1'	3'	15.7'
13	Ring Pack	5'	8'	N/A
14	Double Roller (2'P, 0'V)	2'	2.5'	34.7'
15	Cone (Concrete)	3'	1'	1'
16	Cone (Concrete)	3'	1'	1'
17	Cone (Concrete)	3'	1'	1'
18	A-Frame (11 Deg)	2'	2.5'	19'
19	Tunnel	8'	8'	11'
20	Concrete Pumptrack	3'	106.5'	116'

Equipment	\$166,855.43
Trail Work/Natural Features	\$10,000.00
Freight	\$14,779.10
Installation	\$50,383.29
Informational & Directional Signage	\$2,500.00

Subtotal \$244,517.82

Sourcewell Discount - \$17,116.25

TOTAL \$227,401.57

Notes:

- Prevailing wage included. Taxes & bonding extra. Quote valid 30 days.
- Owner will provide dirt material while contractor is on site placed in location desired by contractor. Owner will provide additional material if & as needed.

**Purchase through our competitively bid government Sourcewell contract.
 City of Yuba City is already a member (ID# 84769).
 American Ramp Company is an approved vendor (ID# 112420-ARC).**

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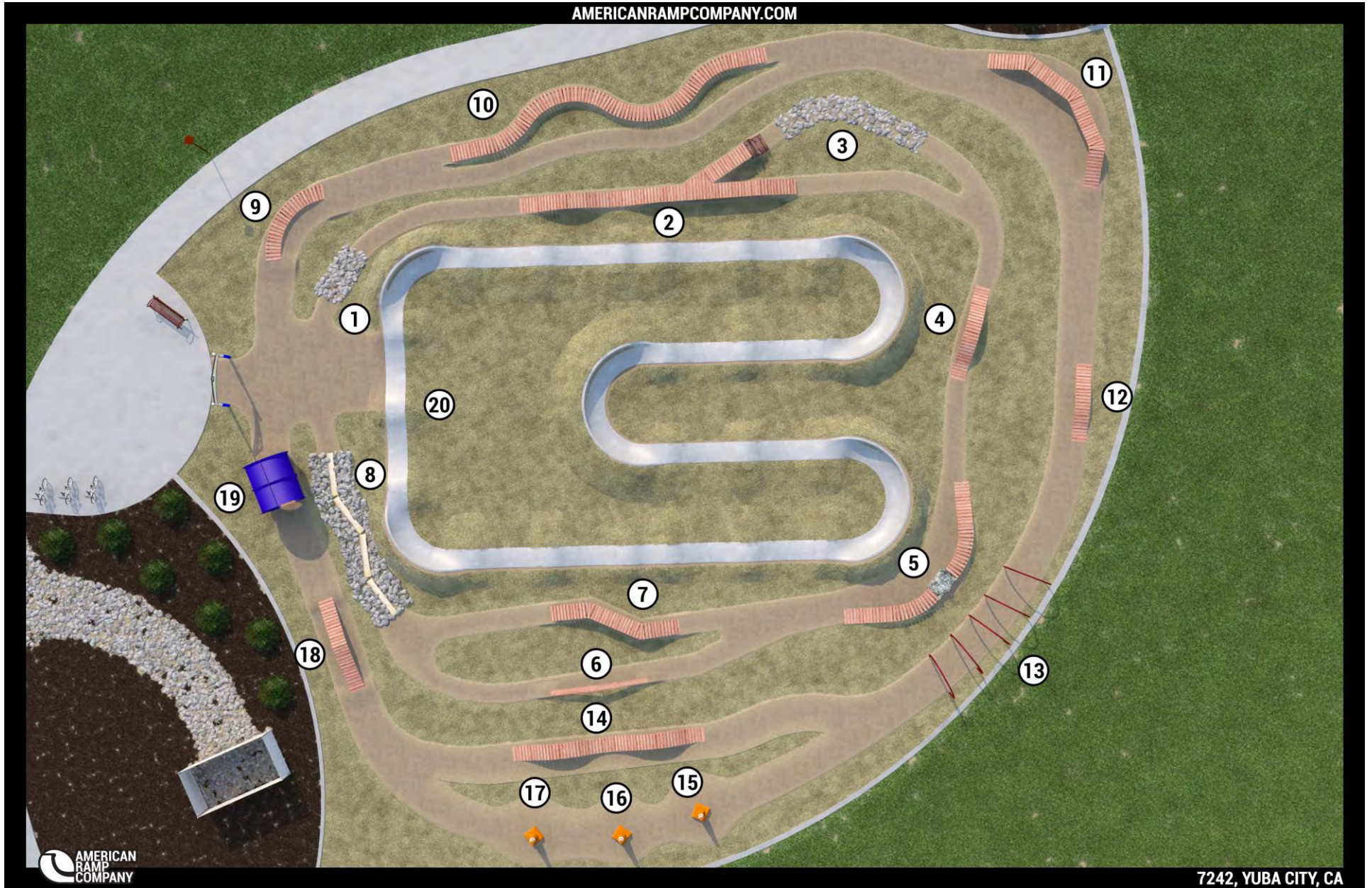




EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of December 23, 2021, by and between the City of Yuba City, a municipal corporation ("City") and Coastland Civil Engineering, Inc. ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner:

**See Attached Scope of Services
(Exhibit 1)**

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit 1, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed One Hundred Forty-One Thousand, Eight Hundred Fifty Dollars (\$141,850.00) without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenses. City shall pay Consultant not later than 30 days after approval of the monthly invoice by City staff. When payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further

payments shall be made until the final work under this Agreement has been accepted by City.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination. Such compensation is subject to the conditions of Section 4 of this agreement.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon request.
- * Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regards to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written

consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records:

- a. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrated performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which

accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(B)(2).)

10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Yuba City business license.

14. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs, including attorney fees and expenses in connection therein), arising out of the performance of this Agreement in whole or in part by any negligent act or omission of the Consultant, or anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
15. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, necessary insurance policies as described in Exhibit 2.
16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City Josh Wolffe
Associate Civil Engineer
Public Works
City of Yuba City
1201 Civic Center Blvd
Yuba City, CA 95993
(530) 822-3288

If to Consultant: Andrew Kellen
Construction Manager
Coastland Civil Engineering, Inc.
11641 Blocker Drive, Suite 170
Auburn, CA 95603
(530) 888-9929

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under the Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.
23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding

upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

26. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. Prohibited Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.
28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non- discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF YUBA CITY:

CONSULTANT:

By: _____

**Diana Langley
City Manager
City of Yuba City**

By: _____

**John Wagner
CEO
Coastland Civil Engineering, Inc.**

By: _____

**Paul Wade
CFO
Coastland Civil Engineering, Inc.**

Attachments: Exhibit 1 – Scope of Services
 Exhibit 2 – Insurance Requirements

Exhibit 1
Scope of Services



COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

December 15, 2021

Joshua Wolffe
Associate Civil Engineer
City of Yuba City
1201 Civic Center Blvd
Yuba City, CA 95993

Re: Construction Management and Inspection Services for the Harter Parkway Park Project,
Contract No. 17-10

Dear Josh,

In response to your request, please accept this letter proposal for providing construction management and inspection services for the subject project.

Project Understanding

The Harter Parkway Park Project involves the construction of a 5-acre park along Harter Parkway in Yuba City. The scope of construction generally includes:

- Site prep and grading
- Installation of storm drain infrastructure
- Installation of water services
- Re-establishment of an existing well for irrigation
- Installation of electrical pedestals and associated items
- Installation of playground, challenge course, basketball court, grass field, and related components
- Installation of pavilion areas and associated items
- Installation of solar lighting
- Construction of a parking lot and perimeter walking path
- Installation of landscaping
- Installation of a pre-fabricated restroom building
- Coordination with Bike Park contractor

SCOPE OF WORK

TASK 1 – CONSTRUCTION MANAGEMENT AND INSPECTION

Coastland's overall approach to performing Construction Management and Inspection focuses on teaming with City forces to produce a high quality, cost effective project. Our Construction Manager and Inspector will keep the City informed regarding costs, changes, public relations, and construction progress. We will coordinate closely with the City and the property owners for the entire project duration. From the onset of the project, we will establish the lines of communication and decision-making roles with all project stakeholders. Based on our understanding of the project our scope of services is as follows:

Santa Rosa
1400 Neotomas Avenue
Santa Rosa, CA 95405
Tel: 707.571.8005

Auburn
11641 Blocker Drive, Ste. 170
Auburn, CA 95603
Tel: 530.888.9929

Pleasant Hill
3478 Buskirk Avenue, Ste. 1000
Pleasant Hill, CA 94523
Tel: 925.233.5333

Fairfield
324 Campus Lane, Ste. A
Fairfield, CA 94534
Tel: 707.702.1962

Pre-Construction Meeting

Immediately following the Notice to Proceed, our Construction Manager will schedule and administer the pre-construction meeting. During this meeting we will establish lines of communication and decision-making roles with all project stakeholders. We will also discuss safety requirements, responsibilities of the project team members, working hours, quality control procedures, submittal requirements, project schedule, change order and potential claim procedures, and safety procedures.

Coastland will be responsible for generating pre-construction meeting invitations including the meeting agenda. Agenda items include lines of communication, public relations, safety, submittals, change procedures, payments, progress schedules, contract time, requests for information, and other applicable items. Coastland will prepare and distribute meeting minutes to all parties.

Following the pre-construction meeting, Coastland will continue to work with the City team, contractor, landscape architect and the project's design team to ensure that all project issues are addressed promptly and that the City's best interests are considered at all times.

Pre-Construction Site Visit and Documentation

Coastland will take pre-construction digital photos of the construction site with special attention given to sensitive areas including any City facilities and private residences adjacent to the project. Documenting the site prior to construction will help mitigate possible disputes between the City, contractor and property owners within or adjacent to the project limits. These photos will be logged and filed with the project files.

Project Start-Up

Coastland will assemble project files in accordance with the City's standard format. Coastland utilizes a centralized system for document control to create, store, organize, track, and link all project information. Our digital record-keeping will ensure the constant flow of documentation to a form that quickly and easily identifies trends and critical issues and will help keep the project moving as it helps document the work.

Daily Field Inspections and Documentation – Part Time

A critical aspect of our services is maintaining close communication with City staff to ensure scheduling goals are met. To help maintain close communication, Coastland's inspector will be accessible to the City at all times at the project site and through the use of email and cellular phones. While on-site, Coastland's inspector will examine all construction activities to ensure that the contract work adheres to the contract documents, City standards and the established schedule.

We will maintain records and provide documentation of the work in the form of daily reports, weekly summary of construction activities, deficiency lists, and progress photographs of construction activities. Daily reports will describe the contractor's level of effort, specific work being done, started, or finished, and relevant points raised by the contractor that may require consideration and response. We also document proposed change orders and claims, important conversations, safety issues or accidents, extra work in progress, materials testing performed, information for "as-built" drawings, quantities for progress payments, environmental concerns and hazardous materials.



Coastland will provide a digital photo logbook of construction activities, progress, and areas of concern or interest. The photo log will be compiled on compact discs and will identify the location and date of each photo. The log will be maintained through the duration of the project to assure continuity from one week to the next and will be submitted to the City at the close of the project.

Coastland will continually review the specifications and plans to ensure the work is of good quality and meets the requirements of the contract documents. Coastland will immediately report any deviation from the approved contract documents.

Our inspector will identify actual and potential problems and provide solutions. We will maintain daily documentation and resolve issues by proposing field changes to help avoid any delays.

Our inspector will review the Contractor's traffic control plan to make certain that access is maintained during construction.

In summary, our Inspector's responsibilities include:

- Represent the City in ensuring that the terms of the construction contract are followed throughout the term of the project.
- Participate in regular meetings called by the Construction Manager.
- Protect the interest of the City.
- Part time inspection of the contractor's work for conformance to the contract documents, codes, regulations, and City standards.
- Prepare and submit daily inspection reports that document all job site activities when present.
- Serve as a daily contact for the contractor as to performance of the construction.
- Respond promptly to City requests.
- Verify construction material quantities.
- Monitor traffic control procedures.
- Distribute notifications to impacted public regarding the status of construction.
- Document construction activities with photographs and maintain a photo log.
- Respond to calls from the public promptly and log any complaints in a timely manner.
- Document and maintain complete field files containing construction period correspondences, changes, discussions with contractor, memos, reports, and other pertinent items.

Progress Meetings

Coastland will conduct weekly coordination and progress meetings to focus on completed and upcoming work, any construction delays, schedule updates, proposed changes, change orders, contractor's questions, public relations, safety and other concerns that are identified by a project team member. We will work to foster honest, open communication at these weekly meetings which will help in timely resolution of any disputes and/or potential claims.

Status Reports and Documentation

- *Reports*

Complete and accurate record keeping will be an essential component of this project. We will ensure project documents and certified payroll are complete and correct sub-contractors are used. We will keep the City informed and document all construction issues with the following:

- Weekly Statement of Working Days
- Progress Meeting Minutes
- Field Directive Log
- Change order tracking



- Regular phone calls and e-mails

- *Submittal Management*

Coastland will coordinate all submittals and monitor the status of the submittals to assure the contractor provides timely response. At the pre-construction conference, we will provide the contractor with a log of all required submittals and due dates. Submittals will be stamped, logged and distributed to the designer for complete review and approval. Submittals will be filed numerically, and approved copies will be distributed to the City, project members, and the contractor.

- *Requests for Information (RFI)*

Coastland will receive and log all Requests for Information (RFI's) from the contractor and forward the RFI to the designer. Coastland will track the status of all RFI's by generating a weekly RFI log that lists the "Ball-in-court" status, description, and if an RFI results in a potential change order.

- *Change Order Management*

In the event that a change order is required, Coastland will negotiate the changes with the contractor and provide the requested information to the City for document preparation. All changes will be approved by the contractor, Coastland and the City prior to starting work on the change. With the City's approval, Coastland can negotiate with the contractor to produce the best construction method for the change at the lowest cost. If a change order requires input from the design engineer, our Construction Manager will coordinate with them to ensure it is reviewed. A Change Order Log will be created that will show Change Order number, description, status, approved date, start and completion dates and cost.

Project Closeout

Coastland will verify completion of punch list items, issue notice of completion, prepare recommendations for final acceptance of the project, review as-builts for accuracy and completeness, prepare and recommend final payment, and transmit all construction documentation to the City. At the completion of the project, we will provide the City with the following:

- All contract files and records (hard & electronic files)
- Annotated journal of photos and CD of digital photos
- As-built project schedule

Optional Tasks

If requested by the City, conflict resolution & claim management can be added under an amendment on a Time & Materials basis.

Schedule

The anticipated schedule for construction is shown in Table 1 below.

Table 1. Anticipated Schedule	
Milestone	Date
Bids Received	November 2021
Notice to Proceed	January 2022
Construction complete	July 2022



Estimated cost

Role	Name	Hourly Rate	Hours	Total
Principal In Charge	Travis Williams	\$ 170	50	\$8,500.00
Construction Manager	Andrew Kellen	\$ 155	270	\$41,850.00
Construction Inspector	Luke Miller	\$ 150	540	\$81,000.00
Vehicle		\$ 15	700	\$10,500.00
Total Anticipated Costs NTE				\$141,850.00

The amount quoted is assuming that all the work for this project will fall under the scope of work as described above. There are no anticipated overtime hours included in the estimate above. If additional work is necessary that falls outside of this scope of work, we can either re-negotiate a new scope of work or provide these services on a time and materials basis per our schedule of hourly rates.

We appreciate the opportunity the City of Yuba City has provided us with this project and these services. Please let us know if you have any questions. We look forward to working with the City to complete this important project.

Regards,
COASTLAND CIVIL ENGINEERING, INC.



Travis Williams, PE
Assoc. Principal/Construction Manager



Exhibit 2
Agreement for Professional Services
Insurance Requirements

- I. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance for his/her employees in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. For all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement.

- II. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- III. **Automobile Liability Coverage.** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

- IV. **Professional Liability Coverage.** Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

- V. **Endorsements.** Each general liability and automobile liability insurance policy shall be with insurers possessing a current A.M. Best's rating of no less than A:VII and shall be endorsed with the following specific language or equivalent:
- A. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. Conforms to ISO CG 2009 and CG 2037 10 01. Both are required.
 - B. This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
 - C. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - D. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
 - E. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
 - F. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage except after thirty (30) days written notice has been received by the City.
- VI. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retention's.
- VII. **Certificates of Insurance.** Consultant shall provide certificates of insurance with original endorsements to City, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before

commencement of performance of this agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

ATTACHMENT 2

LEGEND

- 1 **Age 2-12 Playground:** (1) Custom 2-5 structure and (1) Custom 5-12 structure, both with bike-themed panels, (1) 3-bay swing set with belt swings, tot seats, a generation swing, and an inclusive seat, (1) inclusive spinner, (1) climbing wall. Area surfaced with wood fiber. (5,546 s.f.)
- 2 **Picnic area:** (1) 30'x30' Shade sail with 4 posts, (3) pre-cast concrete picnic tables (2) ADA tables, (2) metal pedestal bar-b-ques, (1) trash receptacle, (1) metal bench, (1) drinking fountain with bottle filler, (3) Ground Control Systems varsity style bike racks to accommodate 6 bikes. (2,036 s.f.)
- 3 **Bike Park:** A bike park by American Ramp Company with central pump track, beginner and intermediate outer dirt circuits with pre-cast concrete and wood track elements. (18,097 s.f.)
- 4 **Bike Park Gateway:** A steel entry archway with the bike park name and laser cut logo, (3) Ground Control Systems varsity style bike racks to accommodate 6 bikes, (1) metal bench. (728 s.f.)
- 5 **Restroom:** GreenFlush "Durango II" restroom, double unisex, with solar power, interior and exterior lights, underground waste vault, domestic water hook-up, maintenance room, and two outdoor sinks. (144 s.f.)
- 6 **Parking Lot:** 42-stall parking lot, including (2) ADA stalls, a Low Impact Development planted swale edge for capturing runoff, flush curbs, solar-powered light standards. (15,412 s.f. paved area, including entry drive)
- 7 **Recreational / Sport field:** Turf programmed for organized recreational sports such as soccer, baseball, and for general play and recreational use. (96,209 s.f.)
- 8 **Disc golf goal:** (3) Steel DGA "Mach" disc golf basket goals.
- 9 **Connection to future bike trail along Jefferson Ave**
- 10 **Basketball Court:** Full court with concrete surfacing and (4) player's benches. (5,196 s.f.)
- 11 **Fitness Area:** Equipment by Greenfields Outdoor Fitness and TrekFit. Area surfaced with wood fiber. (4,050 s.f.)
- 12 **Pavilion Area:** (1) 30'x40' Shade sail with 4 posts, (4) pre-cast concrete picnic tables (2) ADA tables, (2) metal pedestal bar-b-ques, (1) trash receptacle, (1) drinking fountain with bottle filler, (1) pre-cast concrete ping pong table, (2) pairs of pre-cast concrete cornhole boards, (3) Ground Control Systems varsity style bike racks to accommodate 6 bikes. (3,160 s.f.)

P/A: Planting Area - low water use plantings that are low maintenance and durable, maximum 30" in height at maturity

M: Bark mulch groundcover



ATTACHMENT 3

