

CITY OF YUBA CITY
STAFF REPORT

Date: March 1, 2022
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Kevin Bradford, Deputy Public Works Director - Engineering

Summary

Subject: Bridge Street Widening – Gray Avenue to Cooper Avenue Project (Award for Construction and Construction Management)

Recommendation: Adopt a Resolution which takes the following actions:

- A. Rejects bid protest submitted by All-American Construction and awards a construction contract to Baldwin Contracting Company, DBA Knife River Construction, of Chico, CA in the amount of their total bid of \$8,054,003.00 and authorize 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
- B. Awards a Professional Services Agreement to Knight CM Group of Gold River, CA for Construction Management and Inspection Services in the amount of \$814,441.82 and authorize the City Manager to execute the contract on behalf of the City, subject to material terms, subject to Caltrans Internal Office of Audits and Investigations approval, subject to review and approval as to legal form by the City Attorney, and with the finding that it is in the best interest of the City
- C. Awards a Professional Services Agreement to The Solis Group of Pasadena, CA for Labor Compliance Services in the amount of \$29,004.00, subject to material terms, with the finding that it is in the best interest of the City
- D. Authorizes Amendment No. 1 to the Professional Services Agreement with MHM Engineering of Marysville, CA for Engineering Services During Construction in the amount of \$59,337.00, subject to material terms, with the finding that it is in the best interest of the City
- E. Authorizes the Finance Director to make a supplemental appropriation in the amount of \$1,732,795.00 from unallocated Transportation Development Act funds to CIP Account No. 911187 (Bridge Street Widening)
- F. Authorizes the Finance Director to make a budget transfer in the amount of \$2,277,091.00 from CIP Account No. 921255 (Road Maintenance and Rehabilitation Account) to CIP Account No. 921187 (Bridge Street

Widening)

- G. Authorizes the Finance Director to make a budget transfer in the amount of \$98,000.00 from 981229 (Capitalization Fund) to CIP Account No. 981187 (Bridge Street Widening) for wastewater improvements
- H. Authorizes the Finance Director to make a budget transfer in the amount of \$677,000.00 from 971092 (Water Line Extension & Distribution Piping Enhancements) to CIP Account No. 971187 (Bridge Street Widening) for water improvements

Fiscal Impact: \$10,224,886 – Total Project Cost – Account No. 1187 (Bridge Street Widening)
 \$8,054,003.00 – Contract Award Amount
 \$1,208,100.00 – Construction Contingency (15%)
 \$ 962,783.00 – Construction Management (12%)

Purpose:

To facilitate the widening of Bridge Street to four lanes between State Route 99 east to the 5th Street Bridge in accordance with the General Plan.

Council’s Strategic Goal:

This project addresses the City Council’s Strategic Goal of improving the City’s infrastructure.

Background:

The City proposes to widen Bridge Street between Gray Avenue and Cooper Avenue from a two-lane roadway to a four-lane complete streets facility. This is the next segment of a multi-phased project to complete the entire Bridge Street corridor from State Route 99 to State Route 70, connecting Yuba City and Marysville. The project includes a bicycle pathway, raised landscape median, new synchronized traffic signals, and dedicated ADA-accessible sidewalks and crosswalks for pedestrians.

The project removes an extremely congested bottleneck and facilitates east-west movement of goods and people through the cities of Yuba City and Marysville. The project also provides new active transportation options for the residents of Yuba City, Marysville, Sutter County, and Yuba County.

In June 2020, the City applied for and was eventually awarded \$2.8 million in Local Partnership Program funding for the project through the California Transportation Commission (CTC).

Analysis:

Construction Contract

The Bridge Street Widening – Gray Avenue to Cooper Avenue project was advertised for bids beginning December 22, 2021. Plans and specifications were provided to local builder/contractor exchanges. On February 1, 2022, four (4) 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>
Knife River Construction, Chico	\$8,054,003.00
All-American Construction, Live Oak	\$8,114,302.50
Lamon Construction Co., Inc., Yuba City	\$8,446,306.65
McGuire and Hester, Sacramento	\$8,900,045.00
<i>Engineer's Estimate</i>	<i>\$6,443,765.00</i>

Baldwin Contracting Company, DBA Knife River Construction, of Chico, CA is the low, responsible, and responsive bidder.

The City received a bid protest from All-American Construction (Attachment 2). The protest asserts that Knife River Construction failed to list in the bid proposal a subcontractor that is performing work in the amount of more than one-half of one percent of the overall bid amount, as required by the bid documents and the Public Contract Code. Knife River Construction provided a response to the bid protest (Attachment 3) documenting that their subcontractor is not performing work in excess of the statutory amount that would require the subcontractor to be listed in the bid proposal. Staff has responded to All-American Construction advising that rejection of the bid protest will be recommended to Council at this meeting (Attachment 4). Therefore, staff recommends that the City Council reject the bid protest and award the contract to Knife River Construction since it remains the lowest responsible and responsive bidder.

Bids for the project came in over estimates by a significant amount (25%). From reviewing the bid information and discussions with contractors, the price was affected by a few main components:

- The project is not an easy project to build with temporary traffic signals being required and high traffic use adjacent to residences.
- The underground work has significant potential risks due to potential conflicts with existing utilities.
- Materials prices for traffic signals, street lights, piping, and block walls have increased dramatically.

The roadway improvements have been identified as a high priority by Council to repair the roadway and establish four lanes throughout the corridor between Yuba City and Marysville, now that the 5th Street Bridge has been completed.

Staff has analyzed the project bids. Due to the factors associated with the bid, staff feels that rejecting the bid and delaying the project may not yield a price reduction without drastically modifying the project scope. Additionally, due to the poor state of the roadway, traffic signals, and utilities, the work is very much intertwined, making it difficult to reduce the project scope without eliminating desired design enhancements.

To move the project forward with the current design, staff recommends that upon award the City work with the Contractor to value engineer the project to recover any potential costs that will not negatively

impact the theme of the project.

Construction Management, Inspection, and other Services During Construction

The Bridge Street Widening – Gray Avenue to Cooper Avenue project construction contract amount is over \$8 million. A project of this magnitude requires significant construction management and inspection staffing to oversee the construction process, assure that City, State, and Federal standards are adhered to, and to represent the City against potential construction claims. The construction management and inspection needs of this project exceed City staffing levels by a large margin, especially considering all of the other planned capital improvement, development projects, and encroachment permits.

On December 17, 2021, Public Works staff issued a Request for Proposals (RFP) for Construction Management and Inspection Services. On January 21, 2022, proposals were received from Knight CM Group of Gold River, CA and from Psomas of Roseville, CA. A team comprised of Engineering Division staff members from the City and the design engineer, MHM, Inc., evaluated the proposals. While both firms are highly qualified construction management and inspection companies, Knight CM Group was unanimously ranked as the most qualified consultant to perform the work. The team determined that interviews of the top-ranked consultants were not necessary in this case given Knight CM Group's consistent high rank amongst the panel, excellent reference check results, and past performance on the City's 5th Street Bridge Replacement Project.

Staff evaluated Knight CM Group's sealed cost proposal and determined that the direct costs, indirect costs, and profits were all reasonable and consistent with State requirements. Labor rates for key staff members proposed by Knight CM Group were found to be cost competitive. The City will be billed for actual costs. Caltrans' Independent Office of Audits and Investigations must review the cost proposal, along with other related contract documents, to issue a Conformance Letter for the proposed Professional Services Agreement. Staff is requesting Council approval of the Professional Services Agreement subject to Caltrans approval in order to expedite pre-construction related consultant activities. In accordance with Federal requirements, specifically 23 CFR Part 172, the City is not allowed to evaluate other consultant cost proposals unless an agreement cannot be reached with the top-ranked consultant.

Contract administration will be performed by Public Works Department staff. Staff recommends contracting with the City's approved professional labor compliance consultant, The Solis Group (Solis), for said services. Additionally, the City's design engineer, MHM, Inc., will need to respond to requests for information from the Contractor and Knight CM Group, as well as provide other similar services during construction. Staff is requesting an amendment to the Professional Services Agreement for MHM, Inc. to accommodate these services.

Project construction is expected to begin in Spring 2022, weather permitting, and continue through at least the end of 2022.

Fiscal Impact:

The estimated total construction cost for the project is approximately \$10,224,886, which consists of the following components:

Construction Contract:	\$8,054,003
Construction Contingency (15%):	\$1,208,100
Construction Management (12%):	\$962,783
Total:	\$10,224,886

The Construction Management subtotal consists of \$814,442 to Knight CM Group for construction management and inspection tasks, \$29,004 for The Solis Group to provide labor compliance services, and \$59,337 for MHM, Inc. to provide design services during construction, and \$80,000 for City staff to administer the overall construction activities.

The project will be funded through CIP Account No. 1187 (Bridge Street Widening). Currently Account No. 1187 has a balance of \$5.44 million, including \$2.81 million in Local Partnership Program grant funding from the California Transportation Commission with the balance consisting of Development Impact Fee funds. To facilitate funding of the project, staff recommends utilizing the following available funding sources to fund the project appropriately:

• Local Partnership Program grant	\$2,810,000
• Development Impact Fees	\$2,630,000
• Transportation Development Act	\$1,732,795
• Road Maintenance and Rehab Account	\$2,277,091
• Sewer	\$98,000
• Water	\$677,000

Staff is requesting authorization for the City Finance Department to make the necessary budget updates to fund CIP Account No. 1187 (Bridge Street Widening) to the total estimated project cost of \$10.2 million.

Environmental:

A mitigated negative declaration was prepared and adopted on April 6, 2021 for the Bridge Street Widening – Gray Avenue to Cooper Avenue 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. Do not award the contract and reject all bids. State grant funding requires the contract to be awarded by June 2022.
2. Modify the work scope to delete landscaping or other aesthetic items of work.
3. Utilize American Rescue Plan Act (ARPA) funds to cover the wastewater and water improvements.

Recommendation:

Adopt a Resolution which takes the following actions:

- A. Rejects bid protest submitted by All-American Construction and awards a construction contract to Baldwin Contracting Company, DBA Knife River Construction, of Chico, CA in the amount of their total bid of \$8,054,003.00 and authorize 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.
- B. Awards a Professional Services Agreement to Knight CM Group of Gold River, CA for Construction Management and Inspection Services in the amount of \$814,441.82 and authorize the City Manager to execute the contract on behalf of the City, subject to material terms, subject to Caltrans Internal Office of Audits and Investigations approval, subject to review and approval

as to legal from by the City Attorney, and with the finding that it is in the best interest of the City.

- C. Awards a Professional Services Agreement to The Solis Group of Pasadena, CA for Labor Compliance Services in the amount of \$29,004.00, subject to material terms, with the finding that it is in the best interest of the City.
- D. Authorizes Amendment No. 1 to the Professional Services Agreement with MHM Engineering of Marysville, CA for Engineering Services During Construction in the amount of \$59,337.00, subject to material terms, with the finding that it is in the best interest of the City.
- E. Authorizes the Finance Director to make a supplemental appropriation in the amount of \$1,732,795.00 from unallocated Transportation Development Act funds to CIP Account No. 911187 (Bridge Street Widening).
- F. Authorizes the Finance Director to make a budget transfer in the amount of \$2,277,091.00 from CIP Account No. 921255 (Road Maintenance and Rehabilitation Account) to CIP Account No. 921187 (Bridge Street Widening).
- G. Authorizes the Finance Director to make a budget transfer in the amount of \$98,000.00 from 981229 (Capitalization Fund) to CIP Account No. 981187 (Bridge Street Widening) for wastewater improvements.
- H. Authorizes the Finance Director to make a budget transfer in the amount of \$677,000.00 from 971092 (Water Line Extension & Distribution Piping Enhancements) to CIP Account No. 971187 (Bridge Street Widening) for water improvements.

Attachments:

- 1. Resolution - Bridge Street Widening – Gray Avenue to Cooper Avenue Project (Award)
- 2. Exhibit A – (Draft) Agreement – Contract 21-01
- 3. Exhibit B – Knight CM Group (Draft) Professional Services Agreement
- 4. Bid Protest - All-American Construction
- 5. Bid Protest Response - Knife River Construction
- 6. Bid Protest Response - City

Prepared By:
Kevin Bradford
Deputy Public Works Director - Engineering

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 BALDWIN CONTRACTING COMPANY, DBA
KNIFE RIVER CONSTRUCTION IN THE AMOUNT OF THEIR TOTAL BID \$8,054,003.00,
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,
AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES TO KNIGHT CM GROUP IN THE AMOUNT OF
\$814,441.82, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON
BEHALF OF THE CITY, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR LABOR
COMLIANCE SERVICES TO THE SOLIS GROUP IN THE AMOUNT OF \$29,004.00, AWARDING
AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MHM, INC. FOR
ENGINEERING SERVICES DURING CONSTRUCTION IN THE AMOUNT OF \$59,337.00, AND
AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY APPROPRIATIONS AND
BUDGET TRANSFERS FROM VARIOUS ACCOUNTS TO FUND THE BRIDGE STREET
WIDENING – GRAY AVENUE TO COOPER AVENUE PROJECT (21-01)**

WHEREAS, the City of Yuba City (City) advertised for bids for the City’s Bridge Street Widening – Gray Avenue to Cooper Avenue Project (Project); and

WHEREAS, in response to the advertisement, the City received four (4) bids for the Project in the following bid amounts:

Knife River Construction	\$8,054,003.00
All-American Construction, Inc.	\$8,114,302.50
Lamon Construction Co., Inc.	\$8,446,306.65
McGuire and Hester	\$8,900,045.00; and

WHEREAS, the City Public Works Department has reviewed the four (4) bids, and examined Knife River Construction 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 received a bid protest from All-American Construction challenging the responsiveness of Knife River Construction’s bid. The protest asserts that Knife River Construction failed to list in the bid proposal a subcontractor that is performing work in the amount of more than one-half of one percent of the overall bid amount, as required by the bid documents and the Public Contract Code. Knife River Construction provided a response to the bid protest documenting that their subcontractor is not performing work in excess of the statutory amount that would require the subcontractor to be listed in the bid proposal; and

WHEREAS, a mitigated negative declaration was prepared and adopted for the 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 Knife River Construction and enter into an agreement with Knife River Construction to construct the Project; and

WHEREAS, the City desires to award a contract for construction management and inspection services to Knight CM Group of Gold River, CA in the amount of \$814,441.82 to ensure construction complies with funding requirements and project specifications; and

WHEREAS, the City desires to award a contract for labor compliance services to The Solis Group of Pasadena, CA in the amount of \$29,004.00; and

WHEREAS, the City desires to amend the existing contract with MHM, Inc. of Marysville, CA in the amount of \$59,337.00 to provide engineering services during construction.

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

1. The City Council finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. The City Council of the City of Yuba City does hereby accept the four (4) bids received as noted above. In response to the bid protest filed by All-American Construction, the City Council makes the following findings:
 - (a) Knife River Construction has submitted the lowest bid;
 - (b) Knife River Construction has substantially complied with all bid requirements and the City Council is not aware of any evidence supporting the bid protest filed by All-American Construction; and
 - (c) Knife River Construction has the trustworthiness, quality, fitness, and capacity to satisfactorily perform the work.
3. On the basis of the findings in Section 2, the City Council further finds that Knife River Construction is the lowest responsive and responsible bidder, rejects the bid protest submitted by All-American Construction, and awards the construction contract to Knife River Construction in the total amount bid of \$8,054,003.00 for the Bridge Street Widening – Gray Avenue to Cooper Avenue 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.
4. The City Council of the City of Yuba City awards a professional services agreement for construction and inspection services to Knight CM Group of Gold River, CA in the amount of \$814,441.82. 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 subject to Caltrans Internal Office of Audits and Investigations approval.
5. The City Council of the City of Yuba City awards a professional services agreement for labor compliance services to The Solis Group of Pasadena, CA in the amount of \$29,004.00, with a finding that it is in the City's best interest.
6. The City Council of the City of Yuba City amends the professional services agreement with MHM, Inc. of Marysville, CA in the amount of \$59,337.00 to provide engineering services during

construction.

7. The City Council of the City of Yuba City authorizes the Finance Director to make a supplemental appropriation in the amount of \$1,732,795.00 from unallocated Transportation Development Act funds to CIP Account No. 911187.
8. The City Council of the City of Yuba City authorizes the Finance Director to make a budget transfer in the amount of \$2,277,091.00 from CIP Account No. 921255 (RMRA) to CIP Account No. 921187.
9. The City Council of the City of Yuba City authorizes the Finance Director to make budget transfer in the amount of \$98,000.00 from 981229 (Capitalization Fund) to CIP Account No. 981187.
10. The City Council of the City of Yuba City authorizes the Finance Director to make budget transfer in the amount of \$677,000.00 from 971092 (Water Line Extension & Distribution Piping Enhancements) to CIP Account No. 971187.
11. This Resolution shall become effective 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 1st day of March, 2022.

AYES:

NOES:

ABSENT:

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 21-01
- B. Exhibit B – (Draft) Knight CM Group Professional Services Agreement

EXHIBIT A

**CITY OF YUBA CITY
PUBLIC WORKS DEPARTMENT**

CONTRACT AGREEMENT

**BRIDGE STREET WIDENING - GRAY AVENUE TO COOPER AVENUE
CONTRACT NO. 21-01**

THIS AGREEMENT, made and concluded this ____ day of _____ 20____, between the City of Yuba City, party of the first part, and **Baldwin Contracting Company, dba Knife River Construction**, 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:

BRIDGE STREET WIDENING - GRAY AVENUE TO COOPER AVENUE

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.

**BRIDGE STREET WIDENING - GRAY AVENUE TO COOPER AVENUE
CONTRACT NO. 21-01**

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
1	Mobilization/Demobilization	1	LS	\$ 100,000.00	\$ 100,000.00
2	Traffic Control	1	LS	\$ 150,000.00	\$ 150,000.00
3	Construction Area Signs	1	LS	\$ 6,000.00	\$ 6,000.00
4	Roadway Excavation (Includes Concrete / Asphalt Removal, other than cold planing/grinding, and Subgrade Compaction)	9,685	CY	\$ 30.00	\$ 290,550.00
5	Roadway Subgrade Reinforcement TRIAX TX7 Geogrid	16,680	SY	\$ 7.00	\$ 116,760.00
6	Remove Concrete Sidewalk, Curb, & Gutter	24,850	SF	\$ 5.00	\$ 124,250.00

7	Class 2 Aggregate Base	12,110	TON	\$ 40.00	\$ 484,400.00
8	Asphalt Concrete (HMA Type A)	6,430	TON	\$ 118.00	\$ 758,740.00
9	Minor Concrete (Barrier Curb and Gutter, YC ST4)	3,750	LF	\$ 55.00	\$ 206,250.00
10	Minor Concrete (6 Inch Curb, YC ST5)	2,080	LF	\$ 40.00	\$ 83,200.00
11	Minor Concrete (Sidewalks 6.0' wide, YC ST9)	25,250	SF	\$ 11.00	\$ 277,750.00
12	Class 2 Aggregate Base (under sidewalk)	760	TON	\$ 85.00	\$ 64,600.00
13	Minor Concrete (Standard Driveway, YC ST10)	14	EA	\$ 3,500.00	\$ 49,000.00
14	Minor Concrete (Heavy Duty Driveway, YC ST11)	2	EA	\$ 5,000.00	\$ 10,000.00
15	Cold Plane Asphalt / Concrete (Depth Varies - for 0.15' min HMA Overlay)	53,160	SF	\$ 1.50	\$ 79,740.00
16	Adjust Existing Manhole / Valve Box to Grade	34	EA	\$ 1,800.00	\$ 61,200.00
17	24" Cast-in-Place Seat Wall with Steel Lettering	4	EA	\$ 15,000.00	\$ 60,000.00
18	Roadside Sign - One Post	14	EA	\$ 500.00	\$ 7,000.00
19	Survey Monument, YC ST14	4	EA	\$ 850.00	\$ 3,400.00
20	Benchmark, YC ST13	2	EA	\$ 1,750.00	\$ 3,500.00
21	Pavement Delineation	1	LS	\$ 20,000.00	\$ 20,000.00
22	Temporary Traffic Signals (Temporary signal modifications and signal detector loop installation to maintain traffic and accommodate construction phasing and signal replacement per Intersection)	3	EA	\$ 25,000.00	\$ 75,000.00
23	Traffic Signal System Replacement & Relocation (Clark Ave)	1	LS	\$ 215,000.00	\$ 215,000.00
24	Traffic Signal System Replacement & Relocation (Cooper Ave)	1	LS	\$ 180,000.00	\$ 180,000.00
25	Traffic Signal System Replacement & Relocation (Gray Ave)	1	LS	\$ 165,000.00	\$ 165,000.00
26	Traffic Signal Work (Replace Loops)	52	EA	\$ 2,000.00	\$ 104,000.00
27	Single Head Decorative Street Lights (includes all work from point of connection to street light)	24	EA	\$ 25,000.00	\$ 600,000.00
28	Double Head Decorative Street Lights (includes all work from point of connection to street light, and installation of banner brackets)	7	EA	\$ 30,000.00	\$ 210,000.00
29	Unmetered / metered electrical service with pedestal (includes necessary work from point of service to pedestal)	1	LS	\$ 5,500.00	\$ 5,500.00

30	Planter Excavate, Scarify & Backfill with Top Soil (Select material generated from excavation)	25,860	SF	\$ 5.00	\$ 129,300.00
31	3 Inch thick Decomposed Granite (Gold Colored)	26,400	SF	\$ 2.00	\$ 52,800.00
32	Cobble Set in Concrete	2,665	SF	\$ 6.00	\$ 15,990.00
33	6 Inch thick Decorative Concrete (Dark Grey Swirl Finish)	1,605	SF	\$ 15.00	\$ 24,075.00
34	Landscape Irrigation (Includes sleeves under private driveways and 6 Inch Irrigation Ductile Iron or C-900 Pipe sleeves in the street crossings)	1	LS	\$ 185,000.00	\$ 185,000.00
35	Landscape Installation	1	LS	\$ 350,000.00	\$ 350,000.00
36	Install 6' Masonry Block Sound Wall (Includes Foundation)	1,300	LF	\$ 250.00	\$ 325,000.00
37	18-Inch Storm Drain Pipe - Class 4 Reinforced Concrete Pipe	1,354	LF	\$ 125.00	\$ 169,250.00
38	12-Inch Storm Drain Pipe - Class 4 Reinforced Concrete Pipe	942	LF	\$ 100.00	\$ 94,200.00
39	Type YC DR 3 - Storm Drain Drop Inlet	21	EA	\$ 5,500.00	\$ 115,500.00
40	Type YC DR 1 - Storm Drain Manhole (Pipes < 30 in)	7	EA	\$ 17,000.00	\$ 119,000.00
41	Sanitary Sewer Cleanout	1	EA	\$ 1,600.00	\$ 1,600.00
42	8-Inch Sewer Pipe - Vitrified Clay Pipe or SDR 26 PVC	448	LF	\$ 80.00	\$ 35,840.00
43	Sanitary Sewer Service with cleanout at BW (YC SS3/SS5)	4	EA	\$ 2,200.00	\$ 8,800.00
44	Type YC W1 - Fire Hydrant Assembly	9	EA	\$ 1,400.00	\$ 12,600.00
45	8-Inch Water Pipe - Class 350 Ductile Iron Pipe	2,302	LF	\$ 85.00	\$ 195,670.00
46	Water Stub (W-8)	1	EA	\$ 2,300.00	\$ 2,300.00
47	Type YC W6 - 1 Inch Water Service	16	EA	\$ 3,500.00	\$ 56,000.00
48	Storm Water Control (Includes preparing SWPPP, Filing NOI, Filing NOT, installing, removing and monitoring all BMPs, and SMARTS database reporting for the project)	1	LS	\$ 40,000.00	\$ 40,000.00

Total Bid = \$8,054,003.00

Approved as to legal form:

City Attorney
City of Yuba City

CITY OF YUBA CITY

Diana Langley
City Manager

Date

CONTRACTOR

Company Name

By and Title (signature)

Date

By and Title (printed)

Address

Telephone Number

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of _____, by and between the City of Yuba City, a municipal corporation ("City") and **Knight CM Group** ("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 A)**

2. Time of Performance. This contract shall go into effect on _____, contingent upon approval by the City. The services of Consultant shall commence within 7 calendar days of Consultant receiving Notice to Proceed from the City and shall continue until all authorized work is completed and approved by the City. The contract shall end on _____, unless extended by contract amendment. Consultant is advised that any recommendation for contract award is not binding on the City until the contract is fully executed and approved by the City.
3. Method of Payment. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost

Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in this Section shall not be exceeded, unless authorized by AGREEMENT amendment.

The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

[Name]
[Department]
City of Yuba City
1201 Civic Center Blvd
Yuba City, CA 95993
[(530) 822-XXXX]

The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$(Amount).

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

4. 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.
5. Termination. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

6. 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. 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.

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.

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.

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. Conflict of Interest. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

12. 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.
13. 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.
14. State Prevailing Wage Rates. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.

Payroll Records

- a. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid

to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- i. The information contained in the payroll record is true and correct.
 - ii. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
- b. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - ii. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - iii. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
- c. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
- d. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
- e. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street

address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

- f. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

Penalty

- a. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
- b. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
- c. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

- d. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - i. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - ii. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - iii. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - iv. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
- e. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
- f. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

Hours of Labor – Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810

to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

Employment of Apprentices

- a. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
- b. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

15. 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.
16. 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.
17. 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 B.
18. 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 [Name]
[Department]
City of Yuba City
1201 Civic Center Blvd
Yuba City, CA 95993
[(530) 822-XXXX]

If to Consultant: [Name]
[Title]
[Organization, vendor name]
[Address]
[City, State, Zip code]
[Phone number]

19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.

25. 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.
26. Disputes. Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.
- a. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
 - b. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
 - c. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.
27. 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.
28. 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.
29. 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.

Exhibit A
Scope of Services

Services as described in Consultant proposal dated _____ . City is
contracting for _____ .

Exhibit B

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. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

- 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



LISA D. NICOLLS
(916) 446-2300 EXT. 3074
lnicolls@murphyaustin.com

February 4, 2022

VIA EMAIL AND MAIL

Josh Wolffe
City of Yuba City
1201 Civil Center Blvd.
Yuba City, CA 95993
jwolffe@yubacity.net

Re: Bridge Street Widening – Gray Avenue to Cooper Avenue, Contract No. 21-01
Project Bid
Bid Protest of All-American Construction, Inc.

Dear Mr. Wolffe:

We represent All American Construction, Inc. (“AACI”) with respect to the bid submitted by Baldwin Contracting, Inc. dba Knife River Construction (“Knife River”) for the above referenced Project. AACI hereby protests the bid of the apparent low bidder, Knife River for the Project, as well as any intended award to Knife River of the contract for the Project. As detailed below, AACI is informed and asserts that Knife River’s bid is non-responsive and Knife River is a non-responsible bidder for the Project, and that AACI is the lowest responsible, responsive bidder and should be awarded the contract for this Project.

The bid submitted by Knife River must be rejected because Knife River is not a responsible bidder. The concept of responsibility refers to trustworthiness and the quality, fitness and the capacity to perform the work. *City of Inglewood v. Superior Court* (1972) 7 Cal.3d 861. 867. Here, Knife River failed to list a subcontractor to performing the necessary grinding work for the Project (the value of which will well exceed the .05% listing threshold under the Subcontractor Listing Law) and therefore is *legally required* to perform said work itself. However, based upon our long history with Knife River, we are informed that Knife River neither owns a grinder nor has employees on staff that have any experience with grinding. Rather, we are informed that, on all prior projects that have been awarded to Knife River where grinding was required, Knife River hired a *subcontractor* to perform said work.

The City cannot trust that Knife River will have the capacity or fitness to properly construct the project when it does not have anyone on staff with the necessary expertise to perform the grinding work that it *must* self perform.

February 4, 2022
Page 2

In light of the present facts and circumstances, the bid of Knife River must be rejected and the Contract awarded to the lowest responsive, responsible bidder, AACI. If you require additional information or clarification of any of the information contained in this letter, please do not hesitate to contact the undersigned.

Sincerely,

MURPHY AUSTIN ADAMS SCHOENFELD LLP

A handwritten signature in blue ink that reads "Lisa Nicolls". The signature is written in a cursive, flowing style.

LISA D. NICOLLS

LDN

ATTACHMENT 3



NORTHERN CALIFORNIA DIVISION – CHICO

1764 Skyway
Chico, CA 95928
(530) 891-6555
(530) 894-6220 FAX

February 8, 2022

City of Yuba City
1201 Civic Center Blvd
Yuba City, California 95993

Attn: Kevin Bradford – Deputy Public Work Director - Engineering
Josh Wolffe – Associate Civil Engineer

RE: Bridge Street Widening – Gray Avenue to Cooper Avenue, Contract No. 21-01

SUBJ: Response to Bid Protest by All-American Construction, Inc

Dear Gentlemen,

We are in receipt of Bid Protest letter dated 2/4/2022 from Murphy Austin Attorneys. In response to our subcontractor listing for grinding work, we have 3 shifts of grinding (Bid Item # 15 Cold Plane Asphalt). Each shift is \$5,600 with mobilization included for a total of \$16,800 (Attached Anrak Quote). Included in that work is Knife River crew support of \$24,678, Off Haul trucking \$49,400, Sweeper \$6,000 plus markup equals our Bid Item total of \$106,320.

Per the Special Provision 4.10-Subcontracting .05% of our total bid of \$ 8,054,003 is \$ 40,270.15. We are well below the subcontractor listing requirement, and still the low responsive and responsible bidder.

If you have any questions, please feel free to call on us at 530-891-6555.

Sincerely,

BALDWIN CONTRACTING COMPANY, INC. DBA KNIFE RIVER CONSTRUCTION

A handwritten signature in black ink, appearing to read "Marc Madsen".

Marc Madsen
Estimator



ANRAK CORPORATION
 5820 MAYHEW ROAD, SACRAMENTO, CA 95827
 P 916.383.5030 | F 916.383.8090
 CA# 256390 | NV# 16211 | OR# 206159 | DIR 1000002952

Project Name: City of Yuba City - 21-01 - Bridge Street Widening - Gray Avenue to Cooper Avenue
Project Bid Date: February 1, 2022

ITEM NO.	DESCRIPTION	QUANTITY U/M	UNIT PRICE
	2', 3', 4' Milling Machine	1 DAY	\$3,800
	Overtime Per Hour	HR	\$510
	5' Milling Machine	1 DAY	\$4,300
	Overtime Per Hour	HR	\$575
	6.5'-7'3" Milling Machine	1 DAY	\$5,100
	Overtime Per Hour	HR	\$675
	6.5'-7'3" Micro Mill w/ 1/4"mm Tool Spacing Drum	1 DAY	\$6,300
	Overtime Per Hour	HR	\$825
	Mobilization	ROUND TRIP	\$500

\$5600

ADDITIONAL	QUANTITY U/M	UNIT PRICE
Multiplex Level Pro System – 7 Sensors	1 DAY	\$700
Drum Change	EACH	\$350
Night Differential	\$100 (2'-5')	\$200 (6'-7')
Saturday Differential	PER SHIFT	\$500
Sunday Differential	\$750 (2'-5')	\$1,000 (6'-7')
OCIP/CCIP		\$500
Labor Compliance		\$250

*SHIFTS USING ANRAK GRINDER AND PLUS SWEEPER COMBO WILL BE DISCOUNTED 3% TOTAL PER SHIFT
 *ANY COST INCURED FOR PERMITS OR PILOT CARS WILL BE BILLED IN ADDITION TO ABOVE DAILY RATES

SPECIAL PROJECT PROVISIONS

- Machine comes clean and ready to work. It will leave same way on contractor's time.
- Includes: CUT and LOAD Only (Daily Rental) PER 8 HOUR Shift.
- Excludes: Water Source, Traffic Control, PCC Mill, Any and All Hand Work, Ramping, Areas Not Accessible to Milling Machine, Dust/Debris Plan and Maintenance and/or Protection of Work.
- Includes: One set of teeth per shift.
- Production: Shifts as directed, O/T charged over 8 hour shift.
- Require: All Utilities within mill grade are to be located and marked by customer.
- Excludes: Underground Alert Notification.
- Anrak Corporation will NOT accept Back Charges of lost time.
- Contractor signs U.S.A. release before commencing of work.



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5820 MAYHEW ROAD, SACRAMENTO, CA 95827
P 916.383.5030 | F 916.383.8090
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GENERAL PROVISIONS

- Anrak Corporation will COLD PLANE asphalt concrete (or concrete) as directed by contractor, and LOAD grindings into trucks provided by Contractor
- Anrak Corporation will cold plane as safely as possible to existing manholes, water valves or other obstructions in cutting plane.
- No hand work or placing temporary asphalt tapers by Anrak Corporation around these objects or at pavement edge due to safety concerns. Layout, job limits and marking of obstacles (manholes, lids, metal objects, etc.) is the responsibility of the Contractor.
- Anrak Corporation will not remove asphalt concrete off gutter pan.
- Contractor to provide water into milling machine
- Contractor must provide an operated skip loader to assist with clean up
- Contractor to post streets with "No Parking" signs prior to Anrak Corporation's phase of work and provide traffic control during cold planing operation.
- Areas to be milled must be cleared of all obstructions and accessible to milling machine size
- Anrak Corporation takes no responsibility for dust control due to site conditions.
- Anrak Corporation cannot accept responsibility for any claims due to unraveling material after initial sweep and cones/traffic control are lifted.
- Anrak Corporation cannot guarantee planed surface will meet the surface smoothness specification 15-2.023.
- These prices are for asphalt concrete only, or concrete at above rates.
- Modifications to any work may require a change in price
- Anrak Corporation cannot guarantee that all asphalt concrete over PCC will be removed, nor that underlying PCC will be untouched.
- Anrak Corporation cannot grind native cobble rock that may damage milling machine.
- Contractor responsible for any cost that arise due to unsuitables or petromat in material.
- Contractor responsible for all tree trimming and refuse pick up and any other above grade obstacles. Anrak will not grind through any tree limbs
- Contractor to provide any required permits, notifications, or plans.
- Anrak Corporation will not accept back charges of lost time. It's contractor responsibility to manage project and have a representative on site
- Any damages to Anrak equipment due to unmarked obstacles, manhole lids, metal boxes, or poles, contractor will be billed for damages
- Sunday differential charge will apply regardless of shifts worked per week
- Contractor responsible for clearing USA prior to cold planing operation
- By accepting this Bid the customer accepts sole responsibility for, and all subsequent liabilities coincident with following the requirements of the California regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code
- Contractor to pay for bond cost if required
- All items not specifically included are excluded
- The prices & provisions of this quote prevail over any subcontract or purchase order stipulations.
- These prices are good for 30 days after bid date

If you have any questions regarding this quote please call our office directly 916-383-5030.
 Anrak Corporation greatly appreciates the opportunity to bid & fulfill your asphalt milling needs.

ACCEPTED BY*: *[Signature]* DATE: 2/2/22

**By signing this document, you accept general project provisions and special project provisions*



NORTHERN CALIFORNIA DIVISION – CHICO

1764 Skyway
Chico, CA 95928
(530) 891-6555
(530) 894-6220 FAX

February 9, 2022

City of Yuba City
1201 Civic Center Blvd
Yuba City, California 95993

Attn: Kevin Bradford – Deputy Public Work Director - Engineering
Josh Wolffe – Associate Civil Engineer
RE: Bridge Street Widening – Gray Avenue to Cooper Avenue, Contract No. 21-01
SUBJ: Supplement to Response to Bid Protest by All-American Construction, Inc

Dear Gentlemen,


We are writing this letter as a supplement to our response sent on February 8, 2022 to the Bid Protest letter dated 2/4/2022 from All American Construction, Inc. (“AACI”).

AACI is correct that Knife River does not own a grinder of the size required for this project and that operated grinders are considered subcontractors. They are incorrect in their statement that Knife River does not have any employees on staff that have experience with grinding. Knife River bids, manages and performs Cold Plane Asphalt Concrete Surfacing for State and Local Agencies in excess of millions of square feet every construction season. References are available on request.

Per section 4.10-Subcontracting in the Special Provisions and Section 2-1.10 Subcontractor List of the Standard Specifications the contractor is to list each subcontractor that will perform work in excess of ½ of 1 percent of the total bid or \$10,000, whichever is greater. ½ of 1 percent of Knife River’s total Bid of \$8,054,003 is \$40,270.15. This amount is greater than \$10,000. Knife River estimated that 3 shifts of an operated grinder would be needed for Bid Item #15 Cold Plane Asphalt Concrete Pavement on this project. At \$5,600 per shift X 3 shifts = \$16,800 we are well below the subcontractor listing requirement of \$40,270.15. As a matter of fact, Knife River could use an operated grinder for up to 7 shifts on this project before the listing as a subcontractor would be required.

The Bid Protest submitted by AACI holds no merit since Knife River is using an experienced operated grinder rental company to perform the grinding work. Knife River did not need to list any operated grinder rental company as a subcontractor as the amount to be subcontracted did not meet the threshold required for the listing of subcontractors.

Sincerely,
BALDWIN CONTRACTING COMPANY, INC. DBA KNIFE RIVER CONSTRUCTION


Marc Madsen
Estimator

ATTACHMENT 4



PUBLIC WORKS DEPARTMENT
1201 Civic Center Boulevard
Yuba City, California 95993

February 17, 2022

BY E-MAIL TO Inicolls@murphyaustin.com

Lisa D. Nicolls
Murphy Austin Adams Schoenfeld LLP
555 Capitol Mall, Suite 850
Sacramento, CA 95814

Re: Bridge Street Widening – Gray Avenue to Cooper Avenue, Contract No. 21-01
Project Bid
Bid Protest of All-American Construction, Inc.

Dear Ms. Nicolls:

Please be advised that the City of Yuba City (City) has received the enclosed response from Knife River Construction regarding the above-referenced bid protest. City staff have reviewed this response and will make a recommendation to our City Council at the March 1 meeting that the bid protest be rejected and the contract awarded to Knife River Construction (Knife River) since it remains the lowest responsible and responsive bidder.

As explained in the attached response from Knife River, Knife River was not required to list a subcontractor for the grinding work because the subcontracted grinding work will be less than 0.5% of the total bid. (See Public Contract Code Section 4104.) Consequently, Knife River's bid is responsive. Furthermore, because Knife River has validly subcontracted the grinding work, it will not be responsible for self-performing this work. Consequently, Knife River's ability to self-perform the grinding work is not relevant to whether Knife River is a responsible bidder.

If you have any questions, please contact me at (530) 822-4786 or via email at kbradford@yubacity.net.

Sincerely,

Kevin Bradford
Deputy Public Works Director – Engineering

Enclosure: Bid Protest Response from Knife River Construction

Cc: Shannon L. Chaffin, City Attorney



NORTHERN CALIFORNIA DIVISION – CHICO

1764 Skyway
Chico, CA 95928
(530) 891-6555
(530) 894-6220 FAX

February 8, 2022

City of Yuba City
1201 Civic Center Blvd
Yuba City, California 95993

Attn: Kevin Bradford – Deputy Public Work Director - Engineering
Josh Wolffe – Associate Civil Engineer

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Sincerely,

BALDWIN CONTRACTING COMPANY, INC. DBA KNIFE RIVER CONSTRUCTION

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Marc Madsen
Estimator



ANRAK CORPORATION
 5820 MAYHEW ROAD, SACRAMENTO, CA 95827
 P 916.383.5030 | F 916.383.8090
 CA# 256390 | NV# 16211 | OR# 206159 | DIR 1000002952

Project Name: City of Yuba City - 21-01 - Bridge Street Widening - Gray Avenue to Cooper Avenue
 Project Bid Date: February 1, 2022

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ACCEPTED BY*: [Signature] DATE: 2/2/22

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NORTHERN CALIFORNIA DIVISION – CHICO

1764 Skyway
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(530) 891-6555
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February 9, 2022

City of Yuba City
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Attn: Kevin Bradford – Deputy Public Work Director - Engineering
Josh Wolffe – Associate Civil Engineer
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Sincerely,
BALDWIN CONTRACTING COMPANY, INC. DBA KNIFE RIVER CONSTRUCTION


Marc Madsen
Estimator