

CITY OF YUBA CITY
STAFF REPORT

Date: June 16, 2020
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presented by: Diana Langley, Interim City Manager

Summary

Subject: 2017 Storm Damage Repairs to Yuba City Discharge Ponds (Contract No. 20-05) Award

- Recommendation:**
- A. Adopt a Resolution awarding a construction contract to Nordic Industries, Inc. of Olivehurst, CA in the amount of their total base bid \$1,306,080 and authorizing the City Manager to execute the contract on behalf of the City, upon approval by the City Attorney as to legal form.
 - B. Authorize the City Manager to enter into a Professional Services Agreement with MHM, Inc. of Marysville, CA in the amount of \$140,000 to provide engineering services, inspection, and testing during construction of the 2017 Storm Damage Repairs to Yuba City Discharge Ponds Project, with the finding that it is in the best interest of the City, and subject to approval as to the legal form by the City Attorney.
 - C. Authorize the Finance Director to record a supplemental appropriation and related transfers in the amount of \$590,000 from unallocated Wastewater Fund CIP reserves to Account No. 981250-65501 – Storm Damage Repairs to Ponds and Access Road.

Fiscal Impact: \$1,651,080 – Account No. 981250 (Storm Damage Repairs to Ponds and Access Road)
 \$1,547,887 – Cal-OES/FEMA Reimbursement (93.75%)
 \$103,193 – City Share

Purpose:

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

Background:

The Wastewater Treatment Facility's discharge ponds (Ponds) are located in the Feather River floodplain. The Ponds were damaged by the January/February 2017 storm-related high-water events inside the Feather River floodplain. The 2017 storm event was declared a federal emergency.

Beginning in February 2017, Public Works and Finance staff have worked with the California Governor's Office of Emergency Services (Cal-OES) and Federal Emergency Management Agency

(FEMA) to assess the storm-related damages and to request funds to repair these damaged facilities. Cal-OES and FEMA have approved the requested repairs to the Ponds and associated hazard mitigation work. The scope of the project includes repair to the Ponds' berms, slopes, access roads and grading, deep ripping, discing, and installation of rip-rap to four of the six ponds.

The project bid schedule was divided into two categories: Base Bid and Bid Alternates. The Base Bid includes repair items eligible for FEMA reimbursement. The Bid Alternates include additional repair items which are not eligible for FEMA reimbursement but were determined during final design to be desirable for the efficient operation and maintenance of the ponds.

On April 21, 2020, the City Council approved the plans and specifications for the 2017 Storm Damage Repairs to the Yuba City Discharge Ponds Project and authorized advertisement for competitive bids. The project was advertised for bids on April 24, 2020 with bid opening on May 28, 2020.

Analysis:

Plans and specifications were provided to local builder/contractor exchanges and were purchased by 14 firms. On May 28, 2020, seven (7) bids were received and opened in the City Clerk's office. The list of the bids received and engineer's estimate are shown below.

Company	Base Bid (Cal-OES FEMA Reimbursable)	Base Bid plus Bid Alternates
Engineer's Estimate	\$1,461,000	\$2,280,000
Nordic Industries Inc., Olivehurst, CA	\$1,306,080	\$2,167,720
North Star Construction and Engineering Inc., Yuba City, CA	\$1,397,380	\$2,753,330
Nichelini General Engineering Contractors, West Sacramento, CA	\$1,544,700	\$2,385,485
Teichert Construction, Roseville, CA	\$1,570,985	\$2,507,055
Lund Construction Co., North Highlands, CA	\$1,590,991	\$2,275,083
Anderson Dragline, Inc., Gridley, CA	\$1,998,310	\$3,286,665
R&R Horn, Inc., Chico, CA	\$2,308,500	\$3,975,750

Nordic Industries Inc., of Olivehurst, CA is found to be the low, responsible, responsive bidder. Based on the currently available Wastewater Capital Improvement Program budget and other priority project needs for the wastewater system, staff recommends delaying the Bid Alternates and including them in future projects.

MHM, Inc. was the sub-consultant to Jacobs Engineering Group Inc. on the design of the project. As MHM is highly knowledgeable on the project design, staff recommends awarding a Professional Services Agreement to MHM to provide engineering services during construction (such as submittal review, responses to requests for information, etc.), construction inspection, surveying, construction staking, testing, and preparation of as-built drawings. MHM will be able to provide the needed full-

time inspection during the construction. City staff will provide project management and project oversight, but City staff does not have the capacity to provide full-time inspection.

Fiscal Impact:

The total cost for the project is \$1,651,080, which includes construction, professional services, contingency, and project management. The project will be funded through Account No. 981250 (Storm Damage Repairs to Ponds and Access Roads). It is anticipated that FEMA and Cal-OES will reimburse 93.75% of the eligible total project costs, for a total of \$1,547,887. The remainder will need to be funded by the City's Wastewater Enterprise Fund, a total of \$103,193. The anticipated breakdown of the project costs is listed below.

• Construction	\$1,306,080
• Professional Services During Construction	\$ 140,000
• Project Management and Administration (City Staff)	\$ 75,000
• <u>Construction Contingency</u>	<u>\$ 130,000</u>
Total	\$1,651,080

Staff is requesting 10% construction contingency in the amount of \$130,000 to cover unpredictable variables during construction, such as additional aggregate base, preparation of additional Pond slopes, and repair of water discharge pipeline.

In order to fund the project in advance of reimbursement, staff is requesting a supplemental appropriation and related transfers in the amount of \$590,000 to Account No. 981250-65501 – Storm Damage Repairs to Ponds and Access Road, which will be fully reimbursed by FEMA.

Environmental:

Jacobs Engineering and city staff have performed an environmental assessment of this project and determined that it falls within the Statutory Exemption set forth in CEQA Guidelines Section 15269(b) for emergency repairs to the publicly owned service facilities necessary to maintain service essential to the public health, safety, or welfare.

Alternatives:

1. Award the project for the Base Bid plus Bid Alternates. This will require City to fund the non-reimbursable scope of work.
2. Delay the project. Delaying the project will impact the funding from Cal-OES/FEMA.

Recommendation:

- A. Adopt a resolution awarding a construction contract to Nordic Industries, Inc. of Olivehurst, CA in the amount of their total base bid \$1,306,080 and authorizing the City Manager to execute the contract on behalf of the City, upon approval by the City Attorney as to legal form.
- B. Authorize the City Manager to enter into a Professional Services Agreement with MHM, Inc. of Marysville, CA in the amount of \$140,000 to provide engineering services, inspection, and testing during construction of the 2017 Storm Damage Repairs to Yuba City Discharge Ponds Project, with the finding that it is in the best interest of the City, and subject to approval as to the legal form by the City Attorney.

C. Authorize the Finance Director to record a supplemental appropriation and related transfers in the amount of \$590,000 from unallocated Wastewater Fund CIP reserves to Account No. 981250-65501 – Storm Damage Repairs to Ponds and Access Road.

Attachments:

1. Resolution
 - A. (Draft) Agreement – Contract 20-05

Prepared by:

/s/ Mandeep S. Chohan

Mandeep S. Chohan
Senior Engineer

Submitted by:

/s/ Diana Langley

Diana Langley
Interim City Manager

Reviewed by:

Department Head

DL

Finance

SM

City Attorney

SLC by email

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING A CONSTRUCTION CONTRACT TO NORDIC INDUSTRIES, INC. IN THE
AMOUNT OF THEIR TOTAL BASE BID OF \$1,306,080 AND 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**

WHEREAS, the wastewater effluent discharge ponds are an essential component of the Wastewater Treatment Facility and were damaged during the 2017 high-water storm events; and,

WHEREAS, the City of Yuba City advertised for bids for the 2017 Storm Damage Repairs to Yuba City Discharge Ponds Project (Contract No. 20-05); and,

WHEREAS, in response to the advertisement, the City received seven (7) bids for the 2017 Storm Damage Repairs to Yuba City Discharge Ponds Project in the following bid amounts:

Company	Base Bid (Cal-OES FEMA reimbursable)	Base Bid plus Bid Alternates
Nordic Industries Inc., Olivehurst, CA	\$1,306,080	\$2,167,720
North Star Construction and Engineering. Inc., Yuba City, CA	\$1,397,380	\$2,753,330
Nichelini General Engineering Contractors, West Sacramento, CA	\$1,544,700	\$2,385,485
Teichert Construction, Roseville, CA	\$1,570,985	\$2,507,055
Lund Construction Co., North Highlands, CA	\$1,590,991	\$2,275,083
Anderson Dragline, Inc., Gridley, CA	\$1,998,310	\$3,286,665
R&R Horn, Inc., Chico, CA	\$2,308,500	\$3,975,750

WHEREAS, the City Public Works Department has reviewed the bids, and found the bid submitted by Nordic Industries, Inc. to be the lowest responsive and responsible bid, and has recommended it for award of this project; and,

WHEREAS, the City desires to award the bid to Nordic Industries, Inc. of Olivehurst, CA and enter into an agreement with Nordic Industries, Inc. to construct the 2017 Storm Damage Repairs to Yuba City Discharge Ponds Project (Contract No. 20-05).

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

The City Council of the City of Yuba City does hereby accept the seven bids received as noted above, finds that Nordic Industries, Inc. is the lowest responsive and responsible bidder, and awards the construction contract to Nordic Industries, Inc. in the total base bid amount of \$1,306,080 for the 2017 Storm Damage Repairs to Yuba City Discharge Ponds Project (Contract No. 20-05). Said contract agreement shall be subjected to review and approval as to legal form by the City Attorney, and the City Manager shall be authorized to execute the same on behalf of the City of Yuba City.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 16th day of June 2020.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Patricia Buckland, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s)

A. (Draft) Agreement – Contract 20-05

ATTACHMENT 1A

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

CONTRACT AGREEMENT

**2017 STORM DAMAGE REPAIRS TO YUBA CITY DISCHARGE PONDS
CONTRACT NO. 20-05**

THIS AGREEMENT, made and concluded this ____ day of _____ 20____, between the City of Yuba City, party of the first part, and **Nordic Industries, 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 Department of Public Works, construction on various roads, all in accordance with the Special Provisions hereto annexed and also in accordance with the Standard Specifications of the State of California Department of Transportation dated May 2010, the Standard Plans dated May 2010, the “Labor Surcharge” and “Equipment Rental Rates” in effect on the date the work is accomplished, and the “General Prevailing Wage Rates” of the State of California Department of Transportation, which said Special Provisions, Standard Plans, Standard Specifications are hereby specially referred to and by such reference made a part hereof.

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

**2017 STORM DAMAGE – EFFLUENT POND REPAIRS
CONTRACT NO. 20-05**

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.

**2017 STORM DAMAGE – EFFLUENT POND REPAIRS PROJECT
CONTRACT NO. 20-05**

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
Base Bid Schedule A (Pond Repairs)					
1	Mobilization/Demobilization	1	LS	80,000.00	80,000.00
2	Regrading (Berm Gravel Roads): The work in this bid item includes but is not limited to scarifying, recompacting, and grading of all the berm roadways for the repair of damaged areas and placement of new Aggregate Base.	200,000	SF	0.20	40,000.00
3	Class 2 Aggregate Base (Berm Gravel Roads): The work in this bid item includes but is not limited to the placement of new of aggregate base to bring the access road to original grade and provide a minimum of 6 inches of Aggregate Base.	5,500	TON	26.00	143,000.00
4	Slope Restoration (Ponds 3-6): The work in this bid item includes but is not limited to, embankment slope excavation, scarifying/recompacting and reshaping berm slopes as shown on the plans for placement of Rip Rap.	300,000	SF	0.90	270,000.00
5	Grading - Ponds: The work in this bid item includes but is not limited to, grading, stockpiling, fill and off hauling excess material, and compaction of pond bottoms as shown and specified.	130	AC	1,550.00	201,500.00
6	Deep Ripping and Discing: The work in this bid item includes but is not limited to the scarification and two-directional Discing of the pond bottoms after grading of ponds	130	AC	450.00	58,500.00
7	Pond Staff Gauge: The work in this bid item includes but is not limited to the removal and replacement of the staff gauges in the pond slope.	6	EA	1,450.00	8,700.00

Total Bid Schedule A = \$801,700.00

Base Bid Schedule B (Pond Slope Hazard Mitigation)

1	Mobilization/Demobilization	1	LS	33,000.00	33,000.00
2	Slope Riprap: The work in this bid item includes but is not limited to, preparing the slope to install riprap, then installing Backing No. 3 riprap necessary to meet the details shown on the plans.	10,220	Ton	39.00	398,580.00
3	Riprap Grouting for Access Ramp: The work in the bid item includes but is not limited to the sloping and grouting the Riprap at the designated locations for access to the ponds.	4	EA	6,500.00	26,000.00
4	Spillway Additional Riprap: The work in the bid item includes but is not limited to, furnishing additional riprap Class Backing No. 3 at existing spillways	1,200	Ton	39.00	46,800.00

Total Bid Schedule B = \$504,380.00

Total Base Bid Items (A-B) = \$1,306,080.00

Approved as to form:

City Attorney
City of Yuba City

CITY OF YUBA CITY

Diana Langley
Interim City Manager

Date

CONTRACTOR

Company Name

By and Title (signature)

Date

By and Title (printed)

Address

Telephone Number