



Agenda Report

File #: 19-0187

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 3/6/2019

TO: Honorable Mayor and City Council Members

FROM: Public Works Department
Maintenance Services Department

SUBJECT:

City Council consideration of Notice Inviting Bids (NIB) 19-013HC for the Landscape Maintenance District (LMD) 84-2 Zone 14 Landscape Renovation Project.

RECOMMENDED ACTION:

That the City Council:

1. Award Notice Inviting Bids (“NIB”) 19-013HC to the lowest responsive, responsible bidder, STL Landscape, Inc. of Los Angeles, CA, in the amount of \$297,000, and waive any and all minor irregularities in the bidding document as submitted by said bidder.
2. Authorize the City Manager or his designees to execute the contract with STL Landscape, Inc. in the amount of \$297,000 and approve necessary change orders or amendments up to the amount provided by Corona Municipal Code Section 3.08.050 (h).
3. Authorize the Purchasing Agent to issue a purchase order to STL Landscape, Inc. in the amount of \$297,000 in accordance with duly authorized and executed agreements.

ANALYSIS:

The City of Corona Landscape Maintenance District (“LMD”) 84-2 Zone 14 is a landscape district generally located in the northeast area of the City; it is the area bordered to the north and east by the City boundary, in the west by Interstate 15, and in the south along Stevens Drive, Tesoro Way and Hermosa Drive. Funding for the maintenance of LMD 84-2 Zone 14 comes from special assessments levied on parcels within the district boundary. LMD 84-2 Zone 14’s maintenance areas mainly include median and parkway landscaping along Hidden Valley Parkway, Stevens Drive, and McKinley Street. A map of LMD 84-2 Zone 14’s boundary is included as Exhibit “A.”

In 2016 and 2017, the City conducted a large landscape renovation project in various landscape maintenance districts in Corona, including LMD 84-2 Zone 14. These renovations were conducted for several reasons, including statewide drought conditions, aging irrigation and plant materials, and cost containment to help ensure a stable financial future for LMD 84-2 Zone 14.

The areas selected in the initial project were parkways along Hidden Valley Parkway, from Garland Way to Parkridge Avenue. This project will continue with the renovations along Hidden Valley Parkway south to Saddleback Drive, and also extend to the parkway along Parkview Drive, renovating approximately 39,000 square-feet. The project areas are shown on the attached Exhibit "B."

The Public Works Department (PW) issued NIB 19-013HC for this project. The NIB was posted for the project on the City's website on December 14, 2018, and advertised in the Sentinel Weekly on December 19, 2018. Nine (9) bids were received by the January 30, 2019, due date and time. The results of the bids are as follows:

Vendor	City	Total Bid Amount
STL Landscape, Inc.	Los Angeles, CA	\$297,000.00
L.R. Landscaping, Inc.	La Puente, CA	\$298,135.09
Greener Environments, Inc.	Los Osos, CA	\$299,866.00
Inland Empire Landscape, Inc.	San Bernardino, CA	\$304,999.99
Conserve LandCare	Thousand Palms, CA	\$319,900.00
FS Contractors, Inc.	Sylmar, CA	\$355,800.00
Bill & Dave's Landscape Maintenance	Winchester, CA	\$358,860.00
Marina Landscape	Orange, CA	\$376,565.00
KASA Construction, Inc.	Chino, CA	\$444,350.00

STL Landscape, Inc. of Los Angeles, CA is the apparent lowest responsive and responsible bidder, with a bid submission of \$297,000.00. PW recommends that the City Council award the project to STL Landscape, Inc. of Los Angeles, CA in the amount of \$297,000.00.

COMMITTEE ACTION:

This Project was presented as part of the larger LMD/CFD Landscape Renovation Project at the June 1, 2016, Infrastructure Committee Meeting and was approved to proceed.

STRATEGIC PLAN:

This item supports the City's Strategic Plan Goal 1: Promote Public Safety: Protect our Residents and Businesses; Objective C: Ensure adequate funding for investments and improvement in infrastructure that support public safety. The recommended action will help achieve these goals by providing funding to replace high-water use turf with low-water use plants that will ensure the financial viability of Landscape Maintenance District 84-2 Zone 14.

FISCAL IMPACT:

There is an existing Capital Improvement Project (CIP) for this item, No. 70460, titled Zone 14 Landscape Retrofit Project. The balance for this fund for this CIP is \$534,718.27. LMD 84-2 Zone 14

Fund 461 has sufficient funds to complete this project. All monies not used will be returned to the fund balance at the completion of the project.

Fund	District	CIP Balance as of 2/08/2019	Bid Award Amount	Inspection/Contingency	Remaining CIP Balance	Reserve Funds Needed
461	LMD 84-2 Zone 14	\$534,718.27	\$297,000.00	\$42,685.68	\$195,032.59	\$0.00

ENVIRONMENTAL ANALYSIS:

The project is categorically exempt pursuant to Section 15304(f) of the CEQA Guidelines, which states that a project which consists of minor alterations in the condition of land, such as minor trenching and backfilling where the surface is restored, does not have a significant impact on the environment, and is therefore exempt from CEQA. This action merely authorizes City staff to have a contractor remove existing plant material and replace it with new plant material, and there is no possibility that approving this action will have a significant effect on the environment. Therefore, no environmental analysis is required, and staff will file a Notice of Exemption with the County of Riverside.

PREPARED BY: TRACY MARTIN, UTILITIES PROJECT MANAGER

REVIEWED BY: TOM KOPER, P.E., ASSISTANT PUBLIC WORKS DIRECTOR

REVIEWED BY: NELSON D. NELSON, PUBLIC WORKS DIRECTOR

REVIEWED BY: TOM MOODY, GENERAL MANAGER

REVIEWED BY: KIM SITTON, FINANCE MANAGER

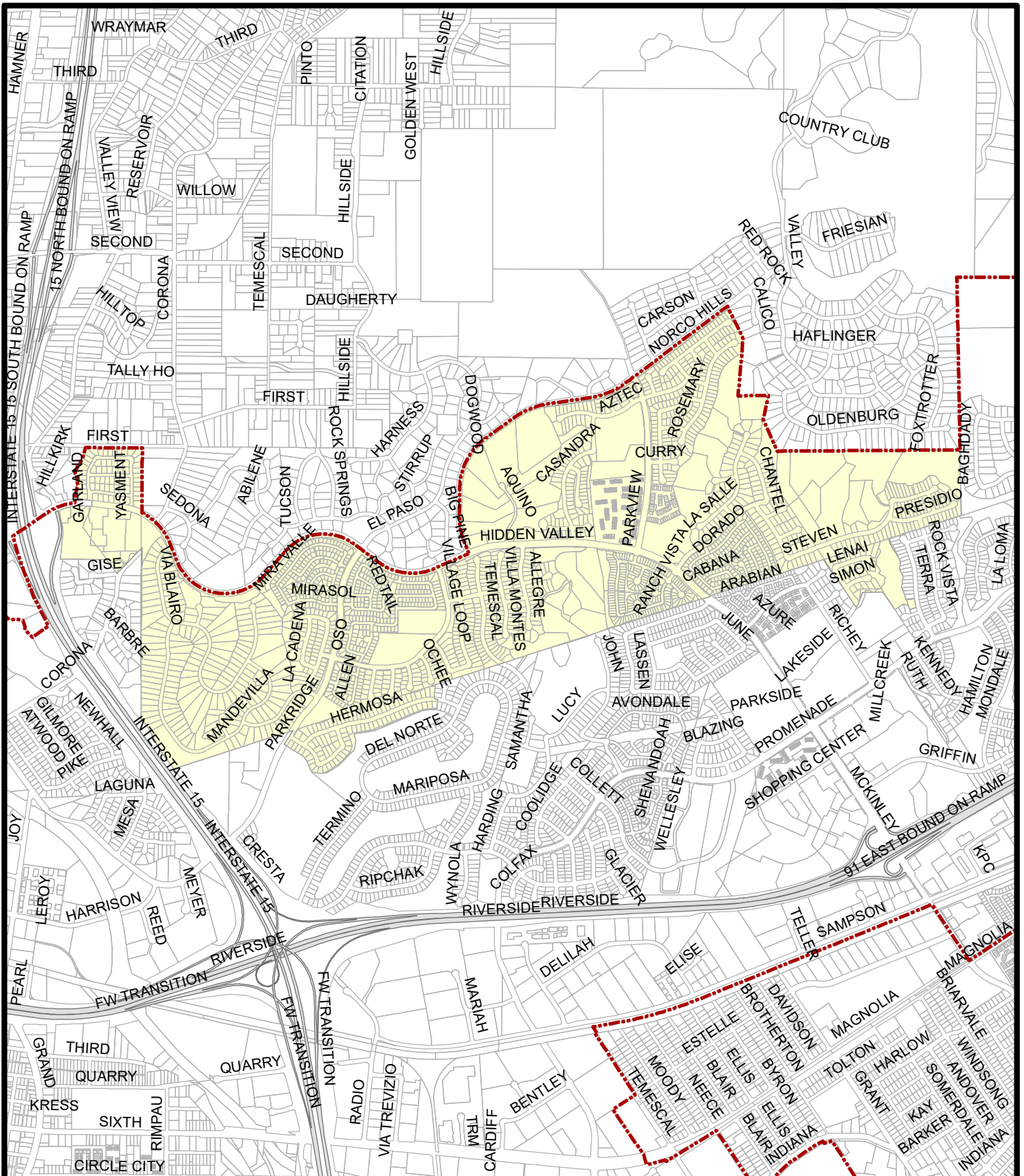
REVIEWED BY: CITA LONGSWORTH, PURCHASING MANAGER

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

SUBMITTED BY: MICHELE NISSEN, ACTING CITY MANAGER

Attachments:

1. Exhibit "A" - LMD 84-2 Zone 14 District Boundary
2. Exhibit "B" - LMD 84-2 Zone 14 Renovations
3. Contract



City of Corona
Public Works Department


LMD 84-2 Zone 14 Boundary

Legend

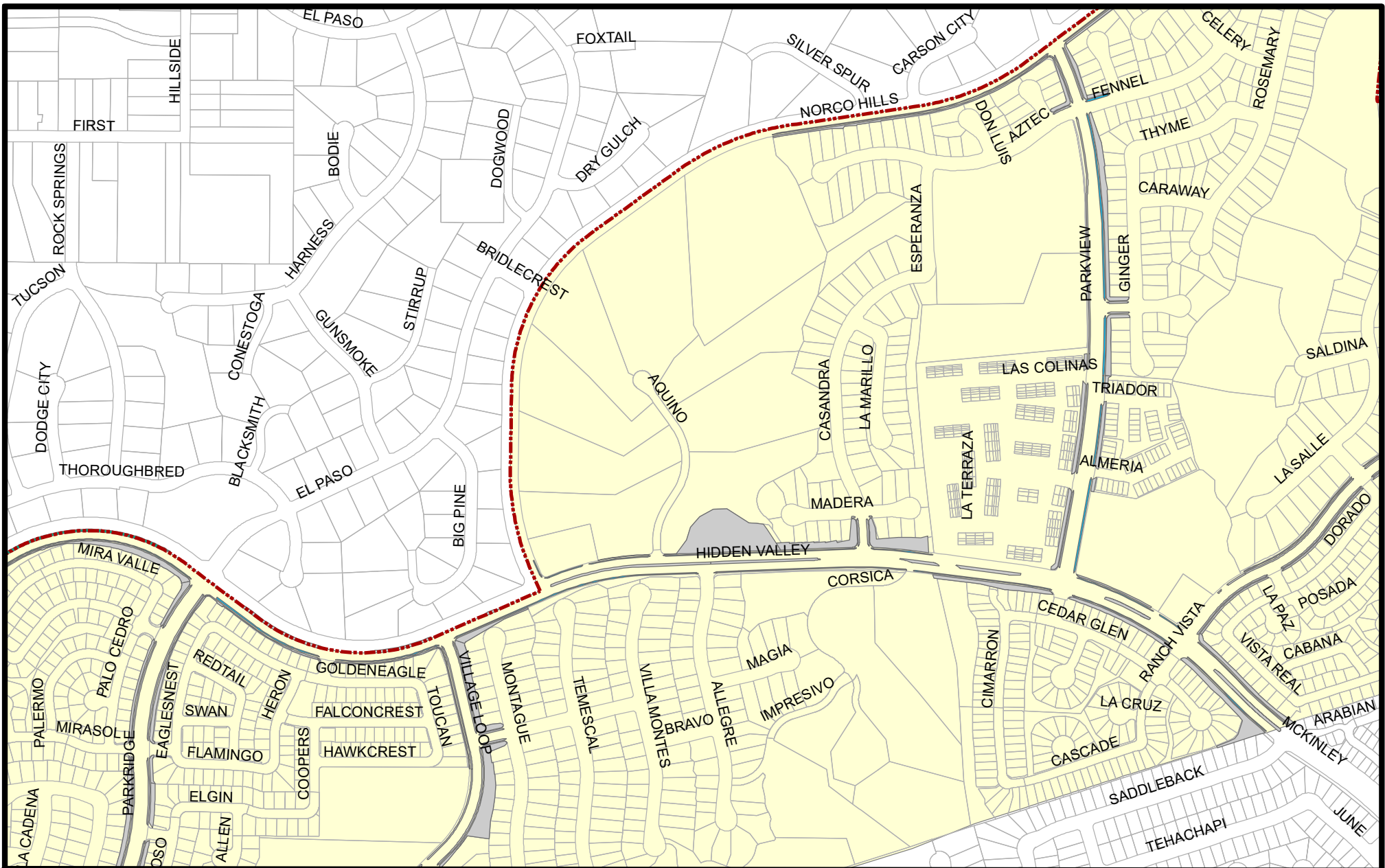
 City Boundary

 Freeway

 Parcels

 LMD 84-2 Zone 14 Boundary





City of Corona
Public Works Department

LMD 84-2 Zone 14 Renovation Areas

Exhibit "B"

Legend

Zone 14

Renovation Year

- FY 16/17
- FY 17/18
- N/A

- Freeway
- Parcels
- City Boundary
- LMD 84-2 Zone 14 Boundary



CONTRACT

THIS CONTRACT is made this 6th day of March, 2019, in the County of Riverside, State of California, by and between the City of Corona, hereinafter called City, and STL Landscape, Inc., hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated in the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

LMD 84-2 ZONE 14 AREAS 1-4 LANDSCAPE RENOVATION PROJECT, NIB 19- 013HC

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor’s failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in the City’s Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **75 working days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Two Hundred Ninety Seven Thousand Dollars and zero cents (\$297,000.00). Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$500.00** for each and every working day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The “Contract Documents” include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Contractor's Bid Forms

Contractor's Certificate Regarding Workers' Compensation
 Bid Bond
 Designation of Subcontractors
 Information Required of Bidders Non-
 Collusion Declaration form Contract
 Performance Bond
 Payment (Labor and Materials) Bond
 General Conditions
 Special Provisions (or Special Conditions)
 Technical Specifications
 Greenbook Standard Specifications (Sections 1-9 Excluded)
 Addenda
 Plans and Contract Drawings
 Approved and fully executed change orders
 Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor is aware of the prevailing wage requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning April 1, 2015, no contractor or subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws. Contractor shall make

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CONTRACT

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(UPDATED: 03-15)

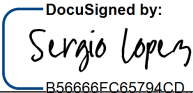

copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may obtain a copy of the prevailing wages from the Maintenance Services Department. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

ARTICLE 9. ASSIGNMENT/CORONA UTILITY AUTHORITY. Contractor understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority ("CUA") for the maintenance, management and operation of those utility systems (collectively, the "CUA Management Agreements"). To the extent that this Contract is deemed to be a "material contract" under either of the CUA Management Agreements, the following provisions shall apply: (1) City enters into this Contract on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s); and (2) Contractor has no right to terminate this Contract, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Contract on behalf of the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

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SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

<p>CITY OF CORONA</p> <p>By:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p> <p>Attest:</p> <p>_____</p> <p>Sylvia Edwards, City Clerk City of Corona, California</p> <p>Recommended By:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p>	<p><u>STL LANDSCAPE, INC.</u></p> <p>A California Corporation</p> <p>By:</p> <p><small>DocuSigned by:</small>  <small>B56666EC65794CD...</small></p> <p>_____</p> <p>Signature</p> <p>Sergio Lopez</p> <p>_____</p> <p>Name (Print)</p> <p>Vice President</p> <p>_____</p> <p>Title (CEO, President, or V.P.)</p> <p>956281</p> <p>_____</p> <p>License Number</p> <p>By:</p> <p><small>DocuSigned by:</small>  <small>DFB9F6E140EC4D0...</small></p> <p>_____</p> <p>Signature</p> <p>Dan Patterson</p> <p>_____</p> <p>Name (Print)</p> <p>Secretary</p> <p>_____</p> <p>Title (Secretary, CFO, or Treasurer)</p>
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