



Agenda Report

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File #: 19-0003

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**AGENDA REPORT  
REQUEST FOR CITY COUNCIL ACTION**

DATE: 1/2/2019

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

**SUBJECT:**

City Council consideration to adopt the Plans and Specifications for the Foothill Parkway Westerly Extension Mitigation, Project No. 04-0396, and award the bid.

**RECOMMENDED ACTION:**

That the City Council:

1. Adopt the Plans and Specifications for the Foothill Parkway Westerly Extension Mitigation, Project No. 04-0396.
2. Award the bid to HELIX Environmental Construction Group, Inc., the lowest responsive, responsible bidder, for the total bid amount of \$1,223,960.70, and waive any all minor irregularities in the bidding documents submitted by said bidder.
3. Authorize the City Manager or his designees to execute the Construction Contract with HELIX Environmental Construction Group, Inc., in the amount of \$1,223,960.70, and approve necessary change orders up to the amount provided by Corona Municipal Code Section 3.08.050(h).
4. Authorize the Purchasing Agent to issue a purchase order to HELIX Environmental Construction Group, Inc., in the amount of \$1,223,960.70.

**ANALYSIS:**

The Foothill Parkway Westerly Extension project is located within the southwesterly limits of the City of Corona and in the unincorporated area of Riverside County within the City's sphere of influence, along the base of the Santa Ana Mountains and involved the extension of Foothill Parkway, from approximately 600 feet west of Skyline Drive to Green River Road. These improvements necessitated the completion of an Environmental Impact Report to evaluate and address all the

environmental impacts resulting from the project. The City's consultant, RBF Consulting of Irvine, prepared the Final Environmental Impact Report (FEIR) and has addressed the potential environmental impacts associated with the project. The FEIR contains correction to the Draft EIR and comments received during the 45-day review period. The EIR provided an evaluation of the potential environmental impacts of the project and recommends mitigation measures to reduce impacts to less than significant levels where feasible. Even with implementation of the mitigation measures proposed, some significant and unavoidable impacts may occur. Section 15126.6 of the California Environmental Quality Act (CEQA) Guidelines require that an EIR evaluate a range of reasonable alternatives that could feasibly attain most of the basic objectives of the project. Also required by CEQA is a Mitigation Monitoring Plan, which was included within the FEIR.

On February 4, 2009, the City Council Adopted Resolution No. 2009-014, certifying the Final Environmental Impact Report for the Foothill Parkway Westerly Extension, and adopted the environmental findings pursuant to CEQA, a Statement of Overriding Considerations and the Mitigation Monitoring Plan. The Notice of Determination was filed with Riverside County Clerk on February 5, 2009, in compliance with Section 21108 or 21152 of the Public Resources Code.

On April 2, 2013, the Santa Ana Regional Water Quality Board issued a Clean Water Act Section 401 Water Quality Standards Certification (Certification) to the City of Corona. The Certification required offsite compensatory mitigation of 20.82 acres of habitat creation. Habitat creation activities include the removal of all non-native plant species, including wetland species, removal of trash and debris, grading and other ancillary improvements. In May of 2014, the City submitted a Habitat Mitigation and Monitoring Plan (HMMP) that described the compensatory mitigation for project impacts. The HMMP is a requirement of the Certification. The HMMP described four sites; Mitigation Site 1 located in Fresno Canyon; Mitigation Site 2 located in Prado Basin; Mitigation Site 3 located in lower Wardlow Wash; and Mitigation Site 4 located within the Western Riverside MSHCP Temescal Canyon area. Completion of these mitigation improvements through the proposed Foothill Parkway Westerly Extension Mitigation Project (Project) will satisfy the Section 401 certification requirements and FEIR.

The Plans and Specifications for the Project were completed and reviewed by City staff. The Project was advertised in accordance with Public Contract Code requirements and City Ordinance on October 5, 2018, and again on November 16, 2018, because no bids were received by the due date and time from the initial publication. The Project was then re-advertised and on December 5, 2018, two (2) valid bids were received by the rebid due date and time and opened by City staff. The following is a summary of the bids and Engineer's Estimate:

	Contractor	Location	Bid Schedule
	Engineer's Estimate		\$450,000 to \$550,000
1	HELIX Environmental Construction Group, Inc.	La Mesa	\$1,223,960.70
2	YAKAR General Contractors	Covina	\$780,365.00

The apparent low bidder YAKAR General Contractors submitted a timely request to withdraw their bid on December 6, 2018, due to an inadvertent clerical error that made its bid materially different than intended (the contractor mistakenly input the wrong unit price/lump sum price for bid items 16, 17, 18,

and 19). The clerical error reduced their bid by \$270,045. Staff reviewed the request and deemed the mistake to be in compliance with code as it was timely submitted, it was material, and due to a clerical error and not one of judgment.

Staff analyzed the bid submitted by HELIX Environmental Construction Group, Inc., and concluded the second lowest bidder, to be the apparent low bidder. The licenses and references for HELIX Environmental Construction Group, Inc. have been reviewed and verified by staff, and all other documentation is in order. The cost to remove existing debris and grade the mitigation sites cost significantly more than estimated. However, there is no reason to believe that re-advertising the contract would provide lower bids. As such, staff recommends the bid award to HELIX Environmental Construction Group, Inc.

City staff will perform the construction management, and the inspection services will be performed by a Contract Consultant. Construction is tentatively scheduled to commence in March 2019, with completion anticipated by April 2019.

**COMMITTEE ACTION:**

Not applicable.

**STRATEGIC PLAN:**

This item supports the City's Strategic Plan Goal 1: Promote Public Safety; Objective C: Ensure adequate funding for investments and improvements in infrastructure that support public safety. Completion of the proposed project will repair, replace, and install infrastructure improvements that contribute to the safety and mobility of Corona residents.

**FISCAL IMPACT:**

The estimated design cost for this Project is outlined as follows:

Construction.....	\$1,223,960.70
Contingency.....	\$100,000.00
Construction Support.....	\$90,000.00
Total Construction Cost.....	\$1,413,960.70

Funding for the project is available in the Fiscal Year 2018-19 Capital Improvement Project Budget as follows:

Account Name	Fund	Account	Amount
General Fund	110	86040	\$603,386.95
Gas Tax	222	86040	\$118,764.50
Thoroughfares Facilities Fee Fund	261	86040	\$131,202.64
Landscaping Facilities Fee Fund	274	86040	\$310,078.89
TUMF-RCTC Fund	478	86040	\$5,359,556.58
Total			\$6,522,989.56

**ENVIRONMENTAL ANALYSIS:**

The Environmental Impact Report was adopted by City Council on February 4, 2009, pursuant to the California Environmental Quality Act. A Habitat Mitigation and Monitoring Plan (HMMP) has been prepared and approved that describes the compensatory Mitigation approach to offset impacts associated with the Foothill Parkway Westerly Extension Project. All regulatory approvals have been obtained.

**PREPARED BY:** PETER RAMEY, PROJECT MANAGER

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

**REVIEWED BY:** NELSON D. NELSON, P.E., PUBLIC WORKS DIRECTOR

**REVIEWED BY:** KIM SITTON, FINANCE MANAGER

**REVIEWED BY:** CITA LONGSWORTH, PURCHASING MANAGER

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

**REVIEWED BY:** MICHELE NISSEN, ASSISTANT CITY MANAGER

**SUBMITTED BY:** DARRELL TALBERT, CITY MANAGER

Exhibit "A": Location Map

Attachments: Construction Contract  
Bid Results

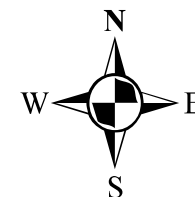


# CITY OF CORONA

## MITIGATION SITES VICINITY MAP

### PROJECT NO. 04-0396B

### Exhibit "A"





## CONTRACT

**THIS CONTRACT** is made this **2nd** day of **January, 2019**, in the County of Riverside, State of California, by and between the City of Corona, hereinafter called City, and **HELIX Environmental Construction Group, 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:

### **FOOTHILL PARKWAY WESTERLY EXTENSION MITIGATION, PROJECT NO. 04-0396**

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.** A Move-in period of **15 calendar days** shall start on the date of issuance of the Notice to Proceed. This period shall be used by the Contractor to confirm utility locations, turn in project submittals or other supporting documentation for approval and procure the necessary material and equipment to complete the Work. The Work shall commence on the last day of the Move-in period or the first Working Day the Contractor actually starts the Work, **whichever occurs first**. The Contractor shall complete all Work required by the Contract Documents within **40 Working Days**. 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 **One Million Two Hundred Twenty-Three Thousand Nine Hundred Sixty Dollars and Seventy Cents (\$1,223,960.70)**. 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 calendar 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  
Addenda  
Plans and Contract Drawings  
Approved and fully executed change orders  
Any other documents contained in or incorporated into the Contract

The Contactor 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 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/](http://www.dir.ca.gov/dlsr/). In the alternative, the Contractor may obtain a copy of the prevailing wages from the City. 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.

**[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.

<b>CITY OF CORONA</b>	<b>HELIX ENVIRONMENTAL CONSTRUCTION GROUP, INC.</b>
<b>By:</b>	<b>By:</b>
_____ Nelson D. Nelson, P.E. Public Works Director	_____ Signature
	_____ Name
<b>Reviewed By:</b>	_____ Title (President, VP or CEO)
_____ Tom Koper, P.E. Assistant Public Works Director/ City Engineer	_____ License Number
<b>Reviewed By:</b>	<b>By:</b>
_____ Cita Longworth Purchasing Manager	_____ Signature
	_____ Name
<b>Attest:</b>	_____ Title (Secretary, Treasurer or CFO)
_____ Sylvia Edwards, City Clerk City of Corona, California	



				1		2			
				YAKAR		HELIX		AVERAGE	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	AVERAGE UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	25,000.00	25,000.00	38,300.00	38,300.00	31,650.00	31,650.00
2	Traffic Control	1	LS	15,000.00	15,000.00	7,800.00	7,800.00	11,400.00	11,400.00
3	Implementation of BMP's	1	LS	10,000.00	10,000.00	12,000.00	12,000.00	11,000.00	11,000.00
4	Mitigation Site Signage	38	EA	1,200.00	45,600.00	420.00	15,960.00	810.00	30,780.00
5	Clearing and Grubbing	1	LS	25,000.00	25,000.00	66,800.00	66,800.00	45,900.00	45,900.00
6	PCC Sidewalk per City of Corona STD 142 and 144	240	SF	25.00	6,000.00	32.00	7,680.00	28.50	6,840.00
7	Surveying	1	LS	8,000.00	8,000.00	19,800.00	19,800.00	13,900.00	13,900.00
8	Install 2" Water Service Green River	1	EA	20,000.00	20,000.00	8,150.00	8,150.00	14,075.00	14,075.00
9	Install 2" Water Service Nicholas Place	1	EA	20,000.00	20,000.00	8,150.00	8,150.00	14,075.00	14,075.00
10	Install 2" Water Service Oakridge Drive	1	EA	20,000.00	20,000.00	8,150.00	8,150.00	14,075.00	14,075.00
11	Install Vinyl Split Rail Fence	7,030	LF	24.00	168,720.00	34.25	240,777.50	29.13	204,748.75
12	Install 16' Split Rail Gate	1	EA	4,000.00	4,000.00	3,100.00	3,100.00	3,550.00	3,550.00
13	Clear and Grub Annual Weeds	1	LS	15,000.00	15,000.00	240,750.00	240,750.00	127,875.00	127,875.00
14	Install 2" water Service Auburndale Street	1	ES	20,000.00	20,000.00	8,150.00	8,150.00	14,075.00	14,075.00
15	Install Vinyl Split Rail Fence	860	LF	24.00	20,640.00	36.00	30,960.00	30.00	25,800.00
16	Clear and Grub Annual Weeds	1	LS	10,000.00	10,000.00	92,500.00	92,500.00	51,250.00	51,250.00
17	Remove All Arundo Donax	1	LS	10,000.00	10,000.00	216,700.00	216,700.00	113,350.00	113,350.00
18	Remove Pepper Trees including Root System	1	LS	10,000.00	10,000.00	50,600.00	50,600.00	30,300.00	30,300.00
19	Remove Palm Trees Including Trunk	1	LS	5,000.00	5,000.00	56,700.00	56,700.00	30,850.00	30,850.00
20	Cross Rip Compacted Soil	174,240	SF	0.75	130,680.00	0.18	31,363.20	0.47	81,021.60
21	Contour Grading Arundo Donax	10	ACRE	7,500.00	75,000.00	2,045.00	20,450.00	4,772.50	47,725.00
22	Install 2" water Service Serfas Club Drive	1	EA	20,000.00	20,000.00	8,150.00	8,150.00	14,075.00	14,075.00
23	Install 2" water Service Foothill Parkway	1	EA	20,000.00	20,000.00	8,150.00	8,150.00	14,075.00	14,075.00
24	Remove Existing Reinforced 6' wide V-Ditch	435	LF	15.00	6,525.00	16.00	6,960.00	15.50	6,742.50
25	Grade Water Filtration Area (Final Pay)	260	CY	120.00	31,200.00	11.00	2,860.00	65.50	17,030.00
26	Construct Concrete Block Cutoff Wall	32	LF	750.00	24,000.00	218.75	7,000.00	484.38	15,500.00
27	Rock Slope Protection 1/4 Ton Rip Rap	30	CY	500.00	15,000.00	200.00	6,000.00	350.00	10,500.00
				780,365.00		1,223,960.70		1,002,162.85	