



Agenda Report

File #: 19-0183

**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) 19-012HC for the Landscape Maintenance District (LMD) 84-2 Zone 7 and 10 Landscape Renovation Project; and appropriate \$36,000 from LMD 84-2 Zone 7 fund balance reserves.

RECOMMENDED ACTION:

That the City Council:

1. Authorize the appropriation of \$36,000 from the existing reserves within Zone 7 (Fund 458) of Landscape Maintenance District ("LMD") No. 84-2, for the completion of the LMD 84-2 Zone 7 Landscape Renovation Project, Capital Improvement Project ("CIP") No. 70460.
2. Award Notice Inviting Bids ("NIB") 19-012HC to the lowest responsive, responsible bidder, Marina Landscape, Inc. of Orange, CA, in the amount of \$238,716, and waive any and all minor irregularities in the bidding document as submitted by said bidder.
3. Authorize the City Manager or his designees to execute the contract with Marina Landscape, Inc. in the amount of \$238,716 and approve necessary change order or amendments 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 Marina Landscape, Inc. of Orange, CA, in the amount of \$238,716 in accordance with duly authorized and executed agreements.

ANALYSIS:

The City of Corona manages several landscape maintenance districts that are responsible for specific areas of landscape maintenance throughout the City. Funding for the maintenance comes

from special assessments levied on parcels within the districts. This award involves two specific zones within the City's Landscape Maintenance District ("LMD") 84-2, Zone 7 and Zone 10. Zone 7 is generally located in the area along Via Pacifica, Ontario Avenue, and Manglar Avenue. Zone 10 is generally known as the Sierra Del Oro area at the western end of the City.

In 2016 and 2017, the City performed approximately 500,000 square-feet of landscape renovations in various landscape maintenance districts in Corona, including LMD 84-2 Zone 7 and 10. These renovations were conducted in part due to drought conditions in the State of California, which resulted in changes to water use regulations and the need to increase water efficiency outdoors. Another factor for the projects was the need to replace plant material and irrigation systems, which were beyond their useful life. Lastly, due to the funding for the landscaping of these areas coming from special assessments on property taxes, the projects were also performed to help contain costs and improve the financial sustainability for the districts.

The areas selected in the initial project were generally parkways grouped by the area fed by a water meter. The overall plan for the districts was to start the renovations in the base areas, and then to perform future projects in adjacent areas, as funding became available. The future projects are intended to complete the retrofit in nearby areas to ensure a fluid, cohesive landscape appearance throughout the City. City staff previously worked with local landscape architect firm, BMLA, Inc. to create plant palettes to take advantage of low-water use plants that work well within Corona's climate and to also maintain visual consistency throughout the City. The plant palettes were used to develop plans for both the original project, as well as the Landscape Renovation Project. The project will renovate approximately 20,000 square-feet of landscaping between the two zones. The affected areas are shown on Exhibits A, B, C, and D.

The Public Works Department (PW) issued NIB 19-012HC for this project, based on the general proximity of Zone 7 and 10 to each other. The NIB was posted for the project on the City's website on December 13, 2018, and advertised in the Sentinel Weekly on December 19, 2018. Thirteen (13) bids were received by the January 16, 2019, due date and time. The results of the bids are as follows:

Vendor	City	Total Bid Amount
Marina Landscape, Inc.	Orange, CA	\$238,716.00
Greener Environments, Inc.	Los Osos, CA	\$241,106.00
L.R. Landscaping, Inc.	La Puente, CA	\$242,658.24
Aramexx Group, Inc.	Claremont, CA	\$245,300.00
Conserve LandCare	Thousand Palms, CA	\$248,500.00
Inland Empire Landscape, Inc.	San Bernardino, CA	\$276,916.00
Bill & Dave's Landscape Maintenance	Winchester, CA	Non-Responsive
FS Contractors, Inc.	Sylmar, CA	\$328,000.00
Clean Cut Landscape, Inc.	Clovis, CA	\$362,972.00
Premier West Landscape, Inc.	Walnut, CA	\$336,066.00*
Mariposa Landscape, Inc.	Irwindale, CA	\$402,310.00
Southern California Landscape, Inc.	Fontana, CA	\$427,562.09
KASA Construction, Inc.	Chino, CA	\$483,200.00

*Due to math computation errors within their bid, the corrected price is shown above, which differs from the initial bid documentation.

Marina Landscape, Inc. of Orange, CA is the apparent lowest responsive and responsible bidder, with a bid submission of \$238,716.00. PW recommends that the City Council award the project to Marina Landscape, Inc. of Orange, CA in the amount of \$238,716.00.

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 Zones 7 and 10.

FISCAL IMPACT:

There are two existing Capital Improvement Projects (CIPs) for this item; No. 70460 for LMD 84-2 Zone 7, and No. 70440 for LMD 84-2 Zone 10, titled Landscape Retrofit Project. The balances for the two funds for this CIP are \$1,163,945.50. Additional funding is required to be appropriated from the fund balance of Zone 7 (Fund 458) in order to complete this project. Fund 458 needs an additional \$36,000 from this fund's reserves for contingency and inspection services. Fund 458 has sufficient reserves available for the appropriation. All monies not used will be returned to the fund balance at the completion of the project.

Fund	District	CIP Balance as of 1/22/2019	Bid Award Amount	Inspection/Contingency	Remaining CIP Balance	Reserve Funds Needed
458	LMD 84-2 Zone 7	\$174,135.14	\$160,350.00	\$49,785.14	-\$36,000.00	\$36,000.00
460	LMD 84-2 Zone 10	\$989,810.36	\$78,366.00	\$17,068.46	\$894,375.90	\$0.00
Total		\$1,163,945.50	\$238,716.00	\$66,853.60	\$858,375.90	\$36,000.00

Fund	07/01/18 Fund Balance	Budgeted Revenues/ Sources	Budgeted Expenditures/ Uses	Budget Impacts	06/30/19 Est. Fund Balance
LMD 84-2 Zone 7 Fund 458	\$443,333	\$100,658	(\$72,542)	(\$36,000) Appropriation	\$435,449

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

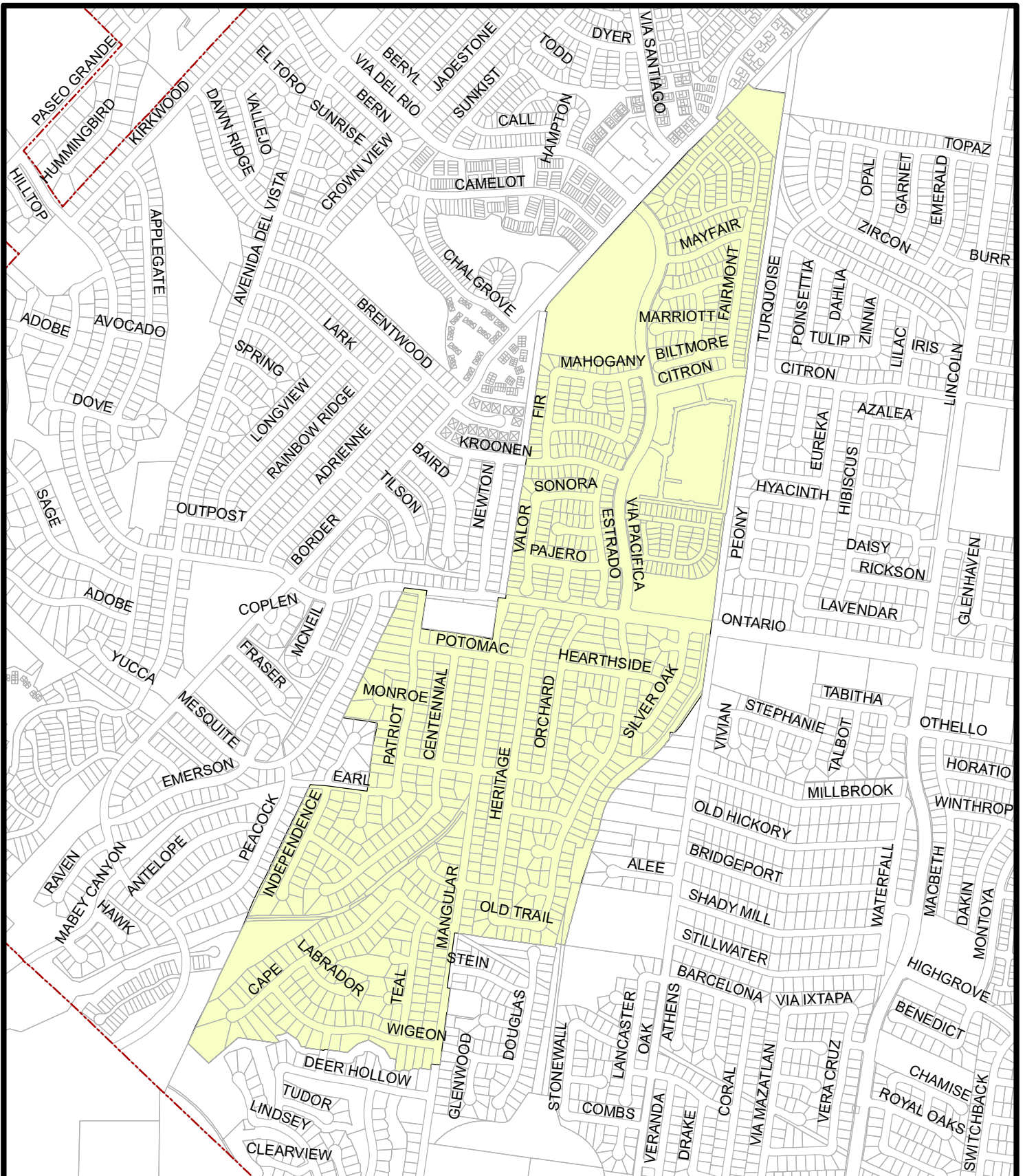
REVIEWED BY: CITA LONGSWORTH, PURCHASING MANAGER

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 7 District Boundary
2. Exhibit "B" - LMD 84-2 Zone 7 Renovations
3. Exhibit "C" - LMD 84-2 Zone 10 District Boundary
4. Exhibit "D" - LMD 84-2 Zone 10 Renovations
5. Contract



City of Corona
Public Works Department

LMD 84-2 Zone 7 District Boundary

Legend

- City Boundary
- Parcels
- LMD 84-2 Zone 7 Boundary





**City of Corona
Public Works Department**

LMD 84-2 Zone 7 Renovations

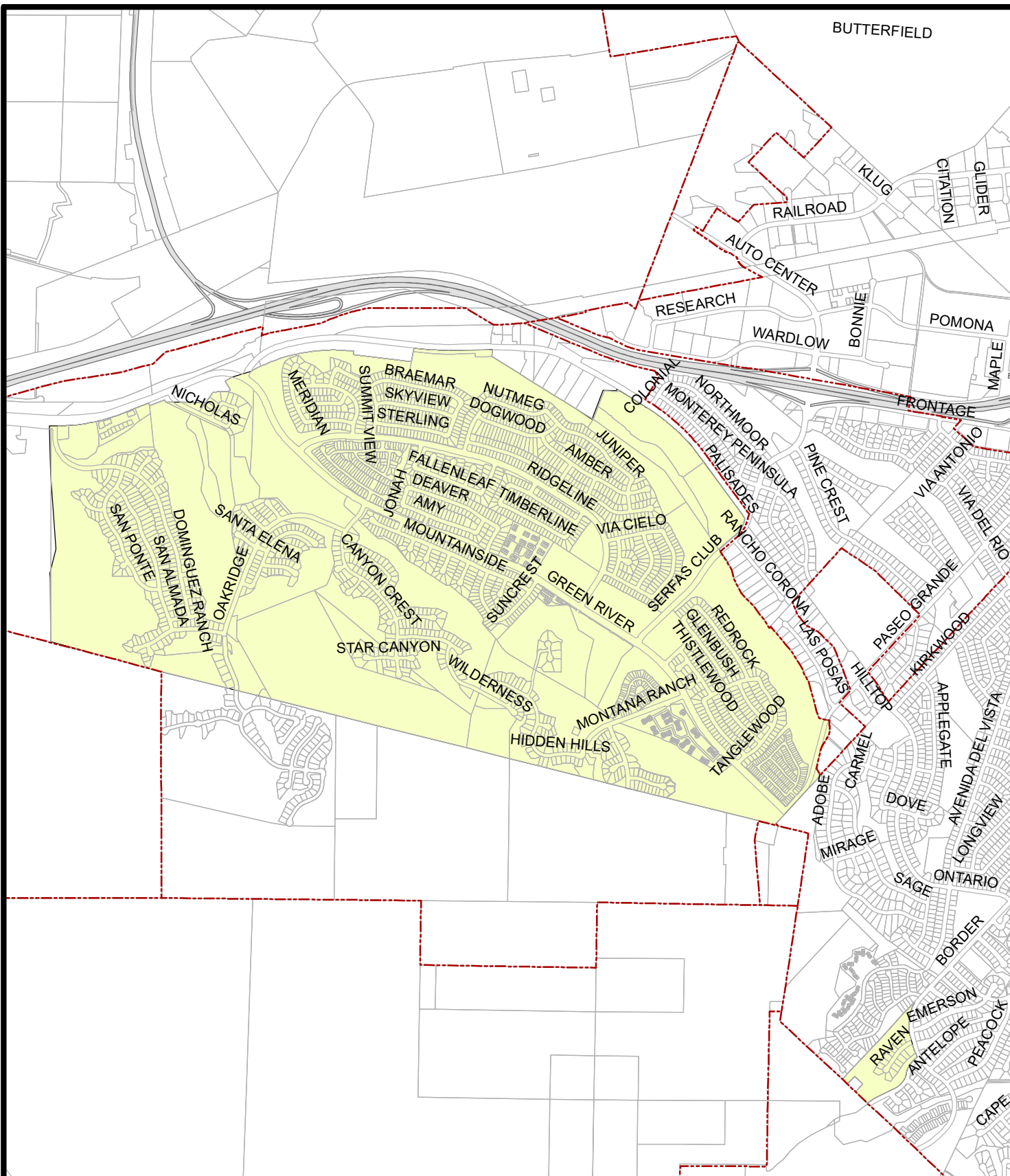
Legend

- City Boundary
- Parcels
- LMD 84-2 Zone 7 Boundary

- Zone 7 Maintenance Areas**
- Renovation Year**
- FY 16/17
 - FY 17/18
 - N/A



Exhibit "C"



**City of Corona
Public Works Department**

LMD 84-2 Zone 10 District Boundary

Legend




-  City Boundary
 Parcels
 LMD 84-2 Zone 10 Boundary



Exhibit "D"



**City of Corona
Public Works Department**

LMD 84-2 Zone 10 Renovations

Legend

- City Boundary
- Parcels
- LMD 84-2 Zone 10 Boundary

Zone 10 Maintenance Areas

Renovation Year

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



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 Marina 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 ZONES 7 & 10 LANDSCAPE RENOVATION PROJECT, NIB 19-012HC

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 **90 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 Thirty Eight Thousand Seven Hundred Sixteen Dollars and zero cents (\$238,716.00). 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

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CONTRACT

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 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 <https://www.dir.ca.gov/>. 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.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK 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.

CITY OF CORONA	<u>[NAME OF CONTRACTOR]</u>
By:	By:
_____ Signature	_____ Signature
_____ Name	_____ Name (Print)
_____ Title	_____ Title (Print)
Attest:	_____ License Number
_____ Sylvia Edwards, City Clerk City of Corona, California	
Recommended By:	By:
_____ Signature	_____ Signature
_____ Name	_____ Name (Print)
_____ Title	_____ Title (Print)