



Agenda Report

File #: 19-0450

AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION

DATE: May 15, 2019

TO: Honorable Mayor and City Council Members

FROM: Public Works Department
Maintenance Services

SUBJECT:

City Council consideration of award of Notice Inviting Bids (NIB) 19-024HC for Community Facilities District (CFD) 2001-1 Landscape Renovation Project.

RECOMMENDED ACTION:

That the City Council:

1. Award Notice of Inviting Bids ("NIB") 19-024HC to the lowest responsive, responsible bidder, Clean Cut Landscape, Inc., of Fresno, CA, in the amount of \$553,777, and waive any and all minor irregularities in the bidding document as submitted by said bidder.
2. Authorize the City Manager, or their designee, to execute the contract with Clean Cut Landscape, Inc., in the amount of \$553,777, 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 Manager to issue a purchase order to Clean Cut Landscape, Inc., in the amount of \$553,777 in accordance with duly authorized and executed agreements.

ANALYSIS:

The City of Corona ("City") is responsible for numerous landscape and community facilities districts in the City. Community Facilities District ("CFD") 2001-1 is a landscape district located throughout south Corona. Unlike some landscape districts, CFD 2001-1 has parcels that are not contiguous. CFD 2001-1 is sprinkled along Ontario Avenue to the north; Tract 31955 to the west; and Dos Lagos to the south and east. Funding for the maintenance of CFD 2001-1 comes from special assessments levied on parcels within the district boundary. The maintenance areas for CFD 2001-1 include median and parkway landscaping. A map of the district boundary for CFD 2001-1 boundary is included as Exhibit "A."

Some areas in CFD 2001-1 were renovated in 2016 and 2017, as part of a larger landscape renovation project covering various landscape maintenance districts in the City. 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 CFD 2001-1.

The areas selected in the initial project were parkways along Ontario and Taylor Avenues; the north parkways along Montoya Drive and Citrus Way; the parkways at the intersection of Highgrove Street and South Lincoln Avenue; parkways and landscaping at the intersection of South Lincoln and Ontario Avenues; and the large triangular area on South Main Street at Magnolia Avenue. Additionally, an area in CFD 97-1, a separate maintenance district, was renovated at the intersection of South Lincoln Avenue and Foothill Parkway. This project will continue with the renovations near these previously converted areas for continuity in appearance. This project will renovate approximately 106,000 square-feet. The project areas are shown on the attached Exhibits "B" and "C" for reference.

The Public Works Department initially issued a NIB but rejected all bids due to an error on the bid form. NIB 19-024HC was subsequently issued for this project. The bid was posted on the City's PlanetBids website on March 14, 2019, and advertised in the Sentinel Weekly on March 15, 2019. Six (6) bids were received by the April 4, 2019, due date and time. The results of the bids are as follows:

Vendor	City	Total Bid Amount
Clean Cut Landscape, Inc.	Fresno, CA	\$553,777
Conserve LandCare	Thousand Palms, CA	\$590,000
Marina Landscape, Inc.	Orange, CA	\$626,543
Aramexx Group, Inc.	Claremont, CA	\$726,000
KASA Construction, Inc.	Chino, CA	\$759,525
Pacific Restoration Group, Inc.	Lake Elsinore, CA	\$998,100

Clean Cut Landscape, Inc., of Fresno, CA is the apparent lowest responsive and responsible bidder, with a bid submission of \$553,777. Staff recommends that the City Council award the project to Clean Cute Landscape, Inc., in the amount of \$553,777.

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 Community Facilities District 2001-1.

FISCAL IMPACT:

There is an existing Capital Improvement Project (CIP) for this item, No. 70460, titled CFD 2001-1 Landscape Retrofit Project. The balance for this CIP is \$1,132,241.16. CFD 2001-1 Fund 249 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 4/10/2019	Bid Award Amount	Remaining CIP Balance	Reserve Funds Needed
249	CFD 2001-1	\$1,132,241.16	\$553,777.00	\$578,464.16	\$0.00

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to 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: VERNON R. WEISMAN, P.E., DISTRICT ENGINEER

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

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

REVIEWED BY: TOM MOODY, GENERAL MANAGER

REVIEWED BY: KIM SITTON, FINANCE MANAGER

REVIEWED BY: CITA LONGSWORTH, PURCHASING MANAGER

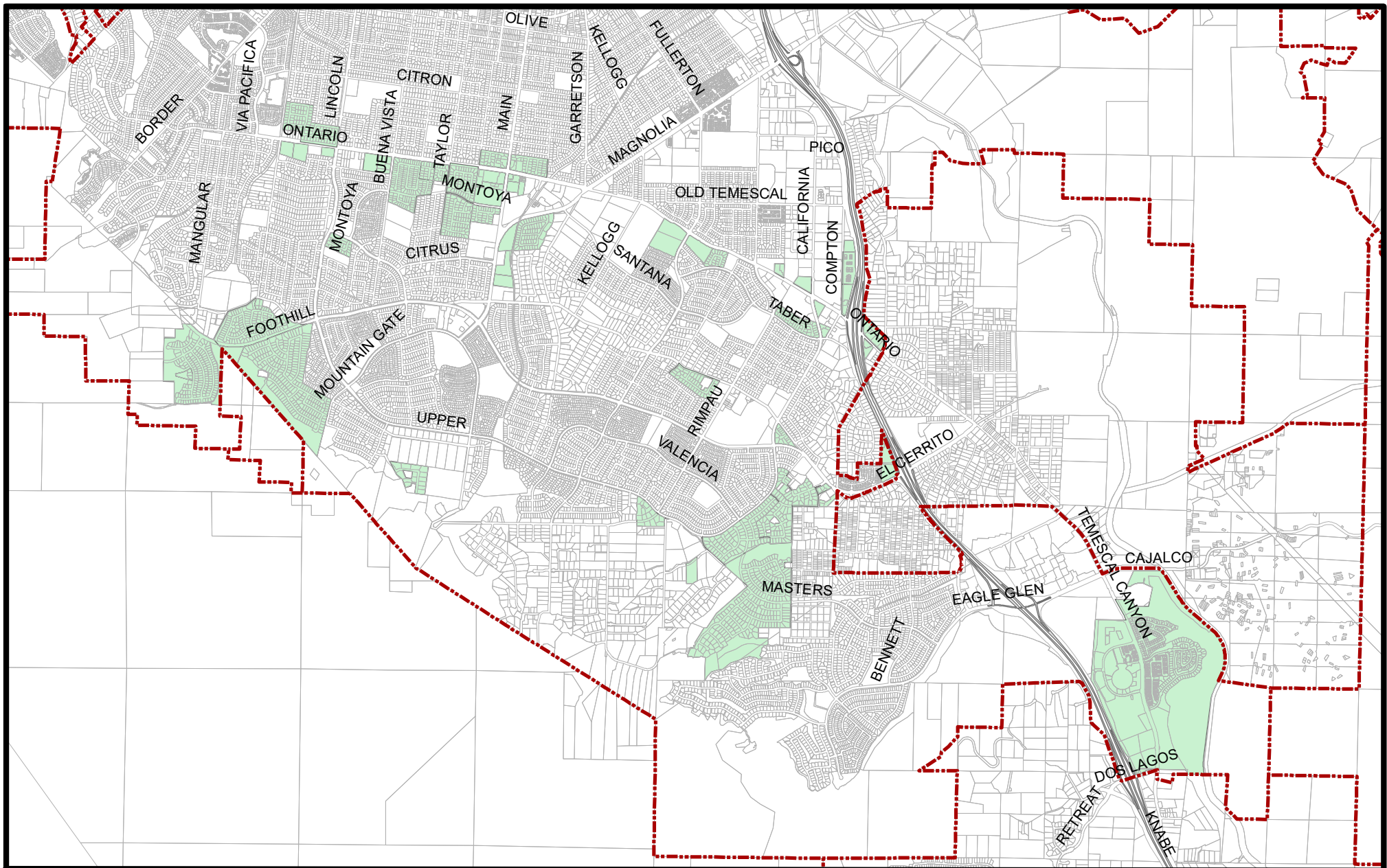
REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:

1. Exhibit "A" - CFD 2001-1 District Boundary
2. Exhibit "B" - CFD 2001-1 Renovation Area 1
3. Exhibit "C" - CFD 2001-1 Renovation Area 2
4. Contract



City of Corona
Public Works Department

CFD 2001-1 District Boundary

Exhibit "A"

Legend

- City Boundary
- Freeway
- Parcels
- CFD 2001-1





City of Corona
Public Works Department

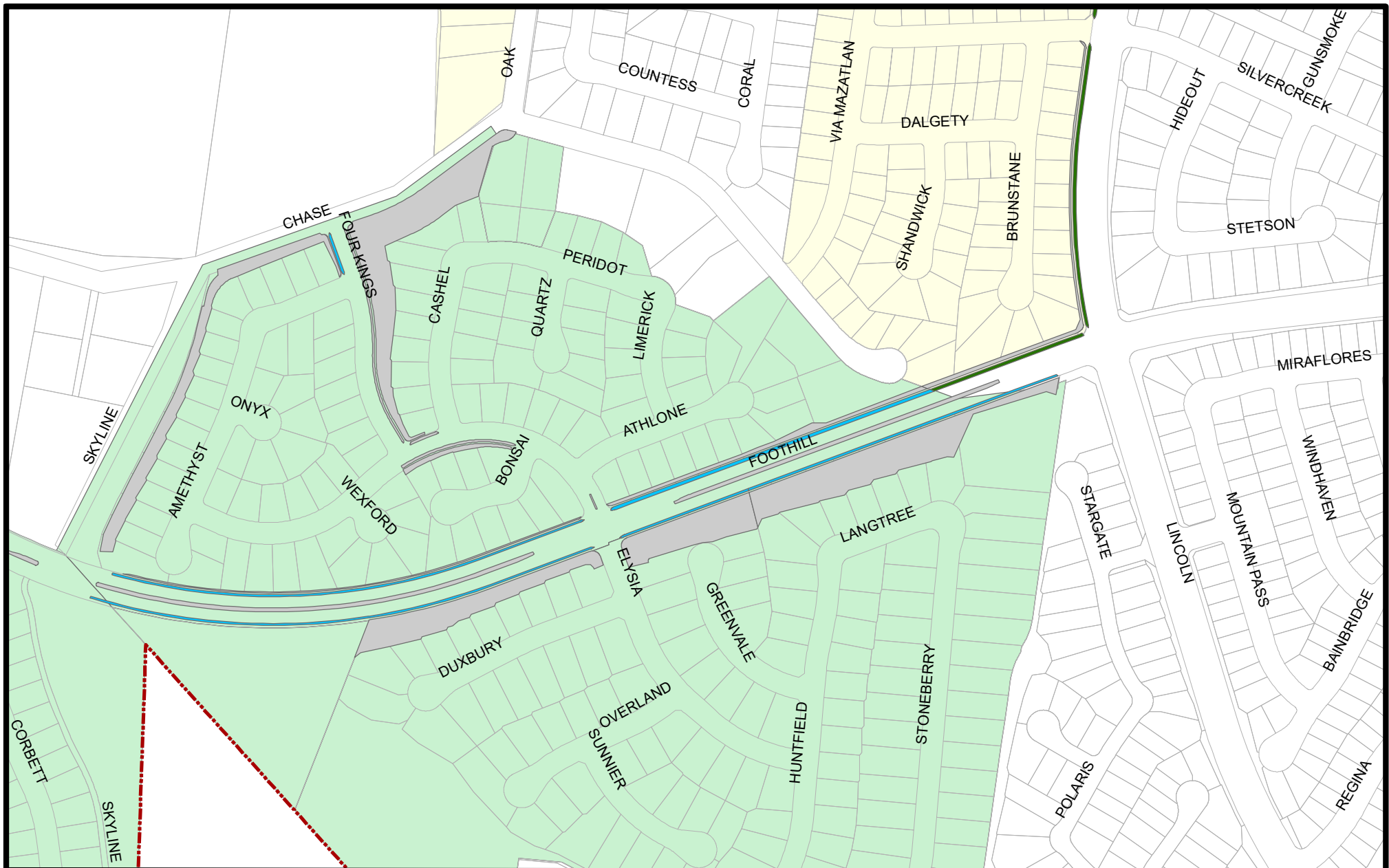
CF2001-1 Renovation Area 1

Exhibit "B"

Legend

	City Boundary
	N/A
	FY 16/17
	FY 17/18
	Freeway
	Parcels
	CF2001-1





City of Corona
Public Works Department

CFD 2001-1 Renovation Area 2

Legend

CFD 97-1 Reno. Year	CFD 2001-1 Reno. Year
N/A	N/A
FY 16/17	FY 16/17
	FY 17/18

City Boundary
Freeway
Parcels
CFD 2001-1
CFD 97-1



Exhibit "C"

CONTRACT

THIS CONTRACT is made this 15th day of May, 2019, in the County of Riverside, State of California, by and between the City of Corona, hereinafter called City, and Clean Cut 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:

CFD 2001-1 AREAS 1-8 LANDSCAPE RENOVATIONS REBID, NIB 19-024HC

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 Five Hundred Fifty Three Thousand Seven Hundred Seventy Seven Dollars (\$553,777.00). 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

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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 copies of the prevailing rates of per diem wages

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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.

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)