



Agenda Report

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File #: 19-0575

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**AGENDA REPORT  
REQUEST FOR CITY COUNCIL AND  
CORONA UTILITY AUTHORITY ACTION**

DATE: 06/19/2019

TO: Honorable Mayor and City Council Members  
Honorable President and Board Members

FROM: Public Works Department  
Department of Water and Power

**SUBJECT:**

City Council and Corona Utility Authority consideration of the Plans and Specifications for the WRF-3 Sewer Force Main Improvements, Project No. 2017-20 and the Temescal Canyon Road Backbone Project No. 2019-01, and award the bid.

**RECOMMENDED ACTION:**

That the:

1. City Council adopt the Plans and Specifications for the WRF-3 Sewer Force Main Improvements, Project No. 2017-20.
2. City Council adopt the Plans and Specifications for the Temescal Canyon Road Backbone Project No. 2019-01.
3. City Council award the bid, Notice Inviting Bids (NIB) 19-034HC, to Paulus Engineering, Inc., the lowest responsive, responsible bidder, for the total bid amount of \$1,374,606.29, and waive any and all minor irregularities in the bidding document as submitted by said bidder.
4. City Council authorize the City Manager, or his designee, to execute the Construction Contract with Paulus Engineering, Inc., in the amount of \$1,374,606.29, and approve necessary change orders up to twenty-five percent of the contract amount.
5. City Council authorize the Purchasing Manager to issue a purchase order to Paulus Engineering, Inc. in the amount of \$1,374,606.29.
6. City Council approve an appropriation of \$750,000.00 within the Electric Utility Fund (Fund

578) for a Capital Improvement Project titled “Temescal Canyon Road Backbone.”

7. Corona Utility Authority (CUA) review, ratify, and to the extent necessary, direct the City Council to take the above actions.

**ANALYSIS:**

The WRF-3 Sewer Force Main Improvements Project will construct approximately 1,895 linear feet (LF) of twin (2) parallel 10-inch high-density polyethylene pipelines across Temescal Canyon Road near the WRF-3 entrance, across Bedford Wash through a bored and jacked casing, within a utility easement on County of Riverside property parallel to Temescal Canyon Road, and along Cajalco Road to connect to existing pair of 10-inch sewer force mains at Grand Oaks. Work will include construction of the sewer force mains, air/vacuum valves, pipe sleeves, steel casing under the Bedford Wash, fiber optic conduits and pull boxes, surface repairs, and related work.

The City currently owns and operates WRF-3, a one million gallon per day (MGD) water reclamation facility located on Temescal Canyon Road and Cajalco Road. In order to reduce the long-term costs of its water reclamation operations, the City plans to decommission WRF-3 and re-route flows to be treated at WRF-1, located at Railroad Street near Klug Circle. The consolidation of treatment operations at WRF-1 will allow the City to reduce its long-term water reclamation costs. The sewer force main will support the effort to decommission WRF-3 by carrying sewage pumped by the future WRF-3 Sewer Lift Station to the existing Arantine Hills Sewer Lift Station.

The Temescal Canyon Road Backbone Project will construct approximately 1,660 LF of electrical conduit duct bank with four (4) 6-inch conduits and electrical vaults along Temescal Canyon Road, across Bedford Wash through a bored and jacked casing, within a utility easement on County of Riverside property parallel to Temescal Canyon Road where the south end will terminate at an existing duct bank that crosses Temescal Canyon Road to Dos Lagos; and then along Cajalco Road to Grand Oaks where the duct bank will cross Cajalco Road to terminate the north end at an existing electrical facility in the Crossings Center. This project will support the effort to increase power delivery capacity to the Department of Water and Power (DWP) power customers in the Dos Lagos and The Crossings service areas in the event of certain power service interruptions.

The sewer force main and electrical conduit projects generally follow the same utility alignment along Temescal Canyon Road and Cajalco Road and have been combined for construction under one contract to achieve construction, inspection, and administrative cost savings, and reduce the impact of construction activities to the public.

The project location and limits are shown on Exhibit “A.”

The Plans and Specifications for the WRF-3 Sewer Force Main Improvements Project were completed by K&A Engineering, Inc., and reviewed by City staff

The Plans and Specifications for the Temescal Canyon Road Backbone Project were completed by Butsko/NV5 and reviewed by City staff.

The projects were advertised per Corona Municipal Code and Public Contract Code requirements and are ready for adoption and award. The Plans and Specifications were advertised for both projects as a single contract on April 26, 2019. On May 21, 2019, five (5) valid bids were received

from prequalified contractors through the PlanetBids bidding service.

The following is a summary of the bid results and the Engineer's Estimate:

Contractor		Location	Bid Schedule
Engineer's Estimate			\$1,970,000
1	<b>Paulus Engineering, Inc.</b>	<b>Anaheim</b>	<b>\$1,374,606.29</b>
2	Weka, Inc.	Highland	\$1,389,863.00
3	<del>Trautwein</del> Construction, Inc.	Rancho Cucamonga	\$1,486,881.00
4	MNR Construction	La Verne	\$2,939,750.00
5	Norstar Plumbing & Engineering	Alta Loma	\$3,513,276.00

Staff reviewed all bids received and recommends awarding the contract based on the Bid Schedule for a total contract amount of \$1,374,606.29 to Paulus Engineering, Inc., as the lowest responsive, responsible bidder. All licenses and references for Paulus Engineering, Inc., have been reviewed and verified by City staff, and all other documentation is in order.

Construction is tentatively scheduled to commence in September 2019, with completion anticipated in January 2020.

**COMMITTEE ACTION:**

Not applicable.

**STRATEGIC PLAN:**

These projects will achieve one of the City's six strategic plan goals of 1. Promote Public Safety; Objective C: Ensure adequate funding for investments and improvements in infrastructure that support public safety.

**FISCAL IMPACT:**

Approval of the recommended actions will result in an appropriation of \$750,000 within the Electric Utility Fund (Fund 578).

Fund	07/01/18 Est. Working Capital	Budgeted Revenues/ Sources	Budgeted Expenditures/ Uses	Working Capital Impacts	06/30/19 Est. Working Capital
Electric Utility Fund (Fund 578)	\$16,117,397	\$18,192,942	(\$17,462,884)	(\$750,000) Appropriation	\$16,097,455

With approval of the recommended appropriation, funding for the "WRF-3 Sewer Force Main Improvements Project and the Temescal Canyon Road Backbone Project" will be available in the Fiscal Year 2018-19 Capital Improvement Project Budget as follows:

Fund Name	Fund	Project	Total
Water Reclamation Utility Fund	572	WRF-3 Sewer Force Main Improvements	\$2,187,092
Electric Utility Fund	578	Temescal Canyon Road Backbone	\$750,000
<b>Total Funding Available</b>			<b>\$2,937,092</b>

**ENVIRONMENTAL ANALYSIS:**

This action is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to §21080.21 Application of Division to Public Right-of-Way Pipeline Projects Less than One Mile in Length, which exempts any project of less than one mile in length within a public street or highway or any other public right-of-way for the installation of a new pipeline. Therefore, no environmental analysis is required.

**PREPARED 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:** CURTIS SHOWALTER, ADMINISTRATIVE MANAGER

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

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

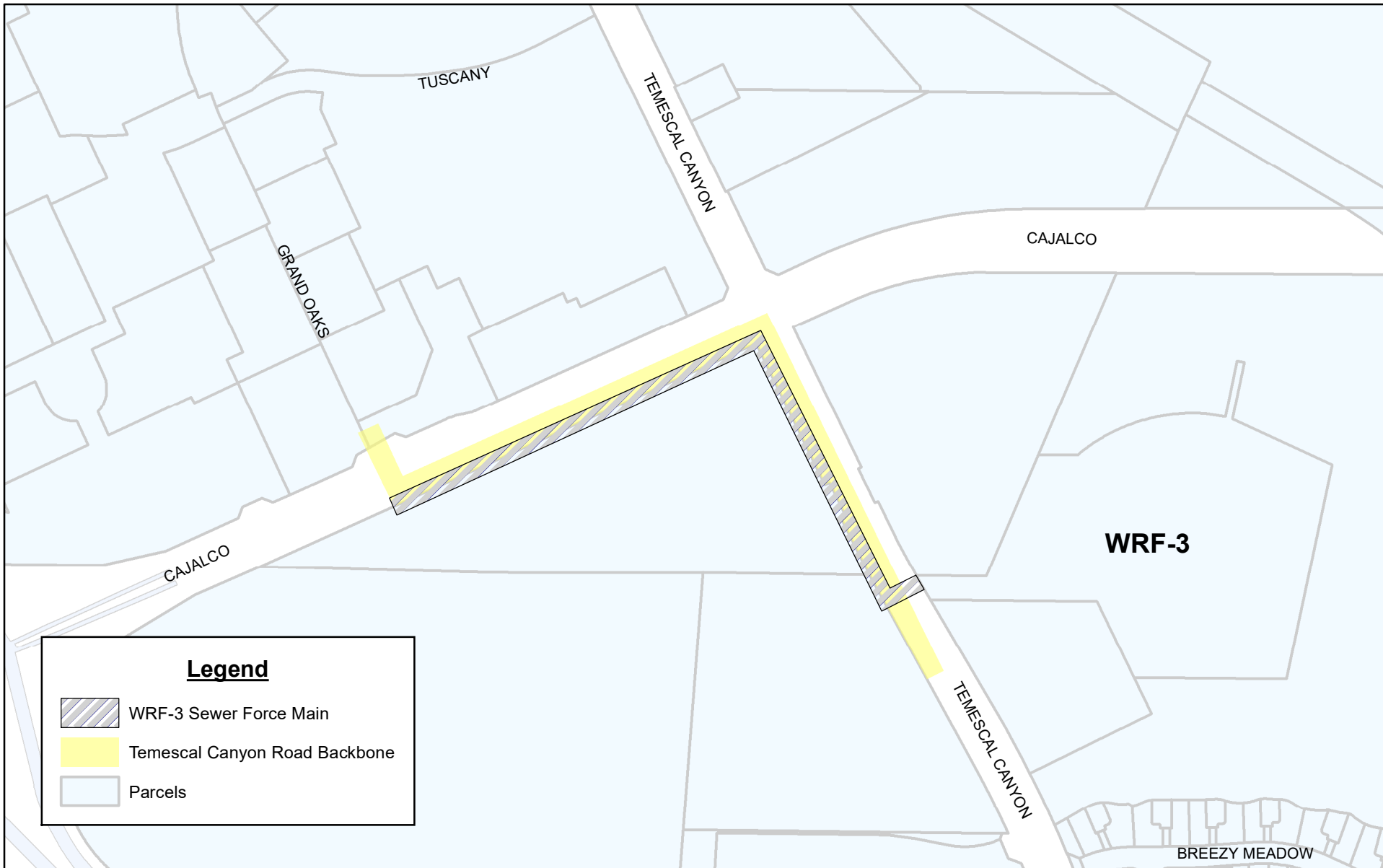
**REVIEWED BY:** KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

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




**SUBMITTED BY:** MITCHELL LANSDALL, ACTING CITY MANAGER& EXECUTIVE DIRECTOR

**Attachments:**

1. Exhibit "A" - Location Map
2. Construction Contract



**Legend**

-  WRF-3 Sewer Force Main
-  Temescal Canyon Road Backbone
-  Parcels



**City of Corona**  
EXHIBIT A  
WRF-3 SEWER FORCE MAIN IMPROVEMENTS  
AND  
TEMESCAL CANYON ROAD BACKBONE



## CONTRACT

**THIS CONTRACT** is made this 29<sup>th</sup> day of May 2019, in the County of Riverside, State of California, by and between the City of Corona, hereinafter called City, and Paulus Engineering, 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:

**WRF-3 Sewer Force Main Improvements, Project No. 2017-20 and Temescal Canyon Road Backbone Project, Project No. 2019-01, NIB 19-034HC.**

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 working 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 **120 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 Three Hundred Seventy-Four Thousand Six Hundred and Six Dollars and Twenty-Nine Cents. **(\$1,374,606.29)**. 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 **\$1,700.00** 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

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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.

**ARTICLE 9. ASSIGNMENT/CORONA UTILITY AUTHORITY.** Contractor understands that the City has entered into a management agreement with the Corona Utility Authority ("CUA") for the maintenance, management and operation of some of its utility system ("CUA Management Agreement"). To the extent that this Contract is deemed to be a "material contract" under the CUA Management Agreement, City enters into this Contract on behalf of the CUA and subject to the terms of the CUA Management Agreement. To the extent that this Contract is deemed to be a "material contract" under the CUA Management Agreement, Contractor has no right to terminate this Contract, either with or without cause, based upon the existence or non-existence of the CUA Management Agreement. Therefore, if the 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.

**[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**

**By:**

\_\_\_\_\_  
Nelson D. Nelson, P.E.  
Public Works Director

**Reviewed By:**

\_\_\_\_\_  
Tom Moody  
General Manager

**Reviewed By:**

\_\_\_\_\_  
Vernon R. Weisman, P.E.  
District Engineer

**Reviewed By:**

\_\_\_\_\_  
Cita Longworth  
Purchasing Manager

**Attest:**

\_\_\_\_\_  
Sylvia Edwards, City Clerk  
City of Corona, California

**[NAME OF CONTRACTOR]**

**By:**

DocuSigned by:  
*Jason Paulus*  
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\_\_\_\_\_  
Signature

Jason Paulus

\_\_\_\_\_  
Name

President

\_\_\_\_\_  
Title

724114

\_\_\_\_\_  
License Number

**By:**

DocuSigned by:  
*m* *a*  
AFB3E9DF248841B...

\_\_\_\_\_  
Signature

Michelle June

\_\_\_\_\_  
Name

cfo

\_\_\_\_\_  
Title