



Agenda Report

File #: 19-0723

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

DATE: 08/21/2019

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 adoption of the Plans and Specifications for the Sixth Street and Yorba Street Waterline Replacement and Pavement Rehabilitation, Project No. 2018-05 and award the bid.

RECOMMENDED ACTION:

That the:

1. City Council adopt the Plans and Specifications for the Sixth Street and Yorba Street Waterline Replacement and Pavement Rehabilitation, Project No. 2018-05.
2. City Council award the bid, NIB 19-042HC, to Paulus Engineering, Inc., the lowest responsive, responsible bidder, for the total bid amount of \$683,966.99, and waive any and all minor irregularities in the bidding document as submitted by said bidder.
3. City Council authorize the City Manager, or his designee, to execute the Construction Contract with Paulus Engineering, Inc., in the amount of \$683,966.99, and approve necessary change orders up to twenty-five percent of the contract amount.
4. City Council authorize the Purchasing Manager to issue a purchase order to Paulus Engineering, Inc., in the amount of \$683,966.99.
5. Corona Utility Authority (CUA) review, ratify, and to the extent necessary, direct the City Council to take the above actions.

ANALYSIS:

The project will include construction of approximately 1,200 linear feet of new 12-inch ductile iron waterline, including all necessary connections, services, fire hydrants, blow offs, valves, and related work in Sixth Street between Smith Avenue and Yorba Street, and in portions of Yorba Street between Sixth Street and Pleasant View Avenue. Approximately 35,000 square feet of existing pavement in Yorba Street will be rehabilitated and repaired.

The existing water distribution system within the project limits consists of a variety of pipe sizes and materials of varied ages, including a failing 10-inch diameter steel waterline constructed in 1956 in the sidewalk on the north side of Sixth Street. The numerous leaks in this steel waterline have significantly impacted businesses along Sixth Street between Smith Avenue and Yorba Street and caused excessive maintenance and repair expenses for the Department of Water and Power. The project will replace this failing waterline. In addition, the project will replace existing 2-inch steel and 4-inch asbestos cement waterlines in Yorba Street dating to 1950.

The existing pavement in Yorba Street is in poor condition and will be rehabilitated in a coordinated effort as part of the waterline replacement project.

The project location and limits are shown on Exhibit "A."

The Plans and Specifications for this project were completed by KWC Engineers and reviewed by City staff and are ready for adoption and award. The project was advertised pursuant to Corona Municipal Code requirements, and on July 23, 2019, six (6) 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			\$810,000.00
1	Paulus Engineering, Inc.	Anaheim	\$683,966.99
2	Trautwein Construction, Inc.	Rancho Cucamonga	\$828,925.00
3	Weka, Inc.	Highland	\$834,349.00
4	Norstar Plumbing & Engineering , Inc.	Alta Loma	\$933,714.00
5	MNR Construction, Inc.	La Verne	\$957,770.00
6	Ferreira Construction Co., Inc. dba/Ferreira Coastal Construction Co.	Rancho Cucamonga	\$962,698.00

Staff reviewed all bids received and recommends awarding the contract based on the Bid Schedule for a total contract amount of \$683,966.99 to Paulus Engineering, Inc., as the lowest responsive, responsible bidder. All licenses and references for Paulus Engineering, Inc., has been reviewed and verified by City staff, and all other documentation is in order.

Construction is tentatively scheduled to commence in October 2019, with completion anticipated in March 2020.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

This project 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:

The estimated construction costs for this project are outlined as follows:

Construction	\$ 683,966.99
Construction Support Services	\$ 90,000.00
Contingency	\$ 170,000.01
Total Estimated Construction Costs	\$ 943,967.00

Funding for this Project is available in the Fiscal Year 2019-20 Capital Improvement Project Budget as follows:

Fund Name	Fund	Project	Total
Water Utility Fund	570	Sixth Street and Yorba Street Waterline Replacement and Pavement Rehabilitation	\$1,169,362
Measure A Fund	227	Sixth Street and Yorba Street Waterline Replacement and Pavement Rehabilitation	\$500,000

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: KIM SITTON, FINANCE MANAGER

REVIEWED BY: CITA LONGSWORTH, PURCHASING MANAGER

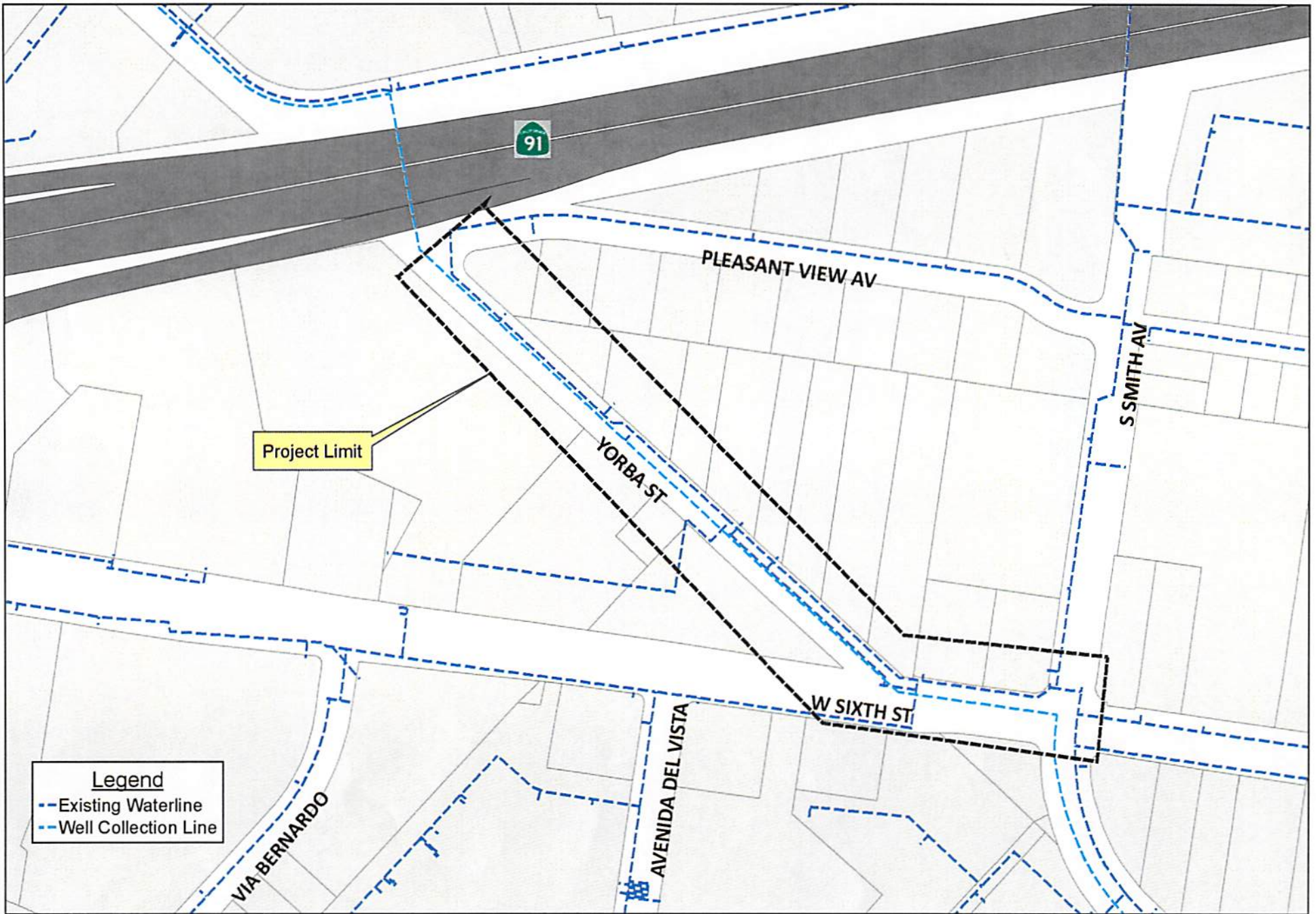
REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER & EXECUTIVE DIRECTOR

Attachments:

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



Legend

- - - Existing Waterline
- - - Well Collection Line



City of Corona
Department of Water and Power
755 Public Safety Way
Corona, CA 92880



CONTRACT

THIS CONTRACT is made this 21st day of August 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 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:

**Sixth Street Waterline Replacement and Pavement Rehabilitation, Project No. 2018-05,
NIB 19-042HC**

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 110 **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 **Six Hundred Eighty Three Thousand Nine Hundred Sixty Six Dollars and Ninety Nine Cents (\$683,966.99)** 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 **\$1,500.00** 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/. 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.

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	<u>[NAME OF CONTRACTOR]</u>
By:	By:
_____ Nelson D. Nelson, P.E. Public Works Director	_____ Signature
	_____ Name
Reviewed By:	_____ Title
_____ Tom Moody General Manager	_____ License Number
Reviewed By:	By:
_____ Vernon R. Weisman, P.E. District Engineer	_____ Signature
	_____ Name
Reviewed By:	_____ Title
_____ Cita Longworth Purchasing Manager	
Attest:	
_____ Sylvia Edwards, City Clerk City of Corona, California	

CITY OF CORONA