



AGENDA REPORT

CITY OF SAN CLEMENTE

CITY COUNCIL MEETING

910 Calle Negocio
2nd Floor
San Clemente, California
www.san-clemente.org

Meeting Date: October 15, 2024

Agenda Item: 11F

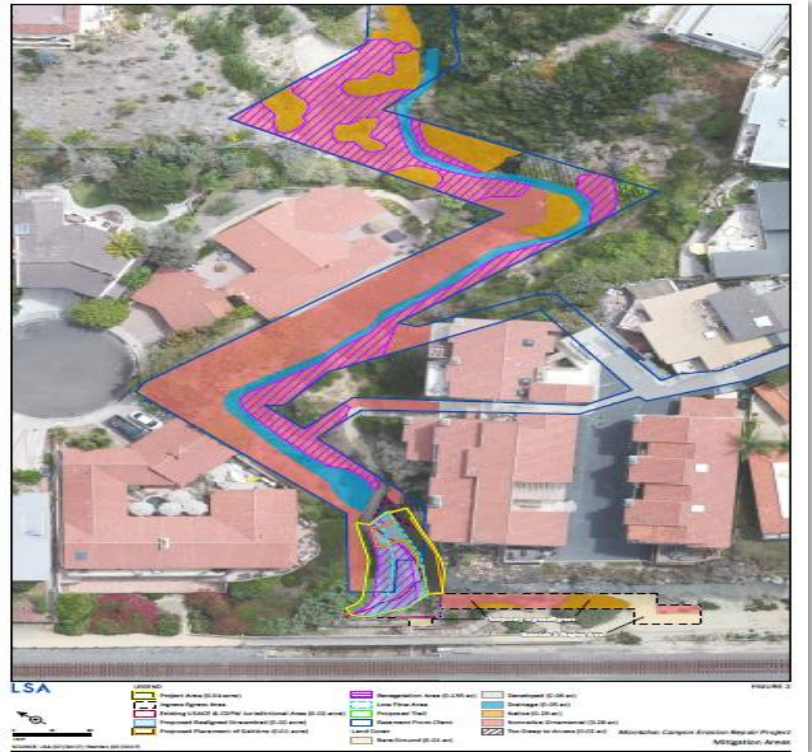
Department: Public Works
Prepared By: Belgin Cuhadaroglu, Senior Civil Engineer

Subject:
CONSIDERATION OF A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO HABITAT RESTORATION SCIENCE, INC. FOR THE AVENIDA MONTALVO CANYON AND TRAIL IMPROVEMENTS HABITAT RESTORATION, CIP PROJECT NOS. 22001 & 16004; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSTRUCTION CONTRACT IN AN AMOUNT NOT TO EXCEED \$223,299; AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Fiscal Impact:
The estimated construction cost of \$266,794 is within the available approved project budget of \$265,669 from the Local Drainage Facilities Fund, Account No. 033-832-45300-000-16004 and \$50,854 from Account No. 059-553-43420-000-22001.

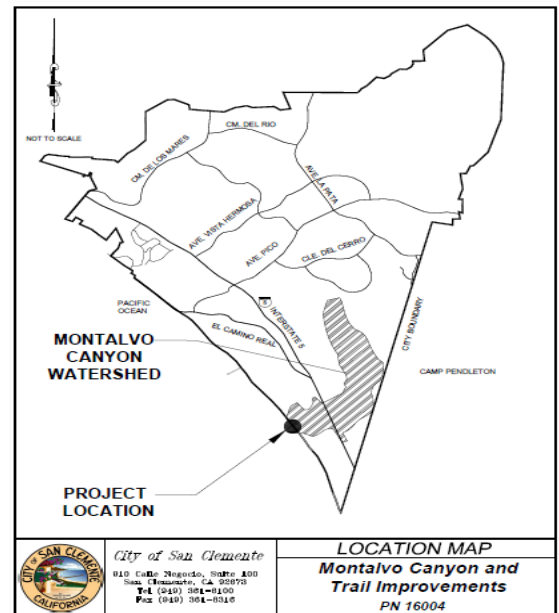
Summary:
This project is to satisfy and comply with the regulatory (i.e., Regional Water Quality Control Board and California Coastal Commission) mitigation requirements for the recently completed Avenida Montalvo Canyon and Trail Improvements.

Before the City Council is the award of a construction contract to Habitat Restoration Science, Inc. for habitat restoration and maintenance for a five-year period, in an amount not to exceed \$223,299, plus a 15% project contingency, for the Avenida Montalvo Canyon and Trail Improvement Habitat Restoration.



Background:

The Montalvo Canyon outlet drains an area of approximately 360 acres of a watershed in the southwest portion of the City, as shown on the location map. The outlet near the ocean and the nearby trail had experienced some erosion issues and needed improvements to prevent further erosion of the bluff. Prior to installation of the gabion baskets as a mitigation measure for further erosion, environmental permits had to be secured from the Army Corps of Engineers, Regional Water Control Board (RWQCB) and the California Coastal Commission (CCC), demonstrating that the proposed project has the least environmental impact. As part of the Coastal Development Permit (CDP) and RWQCB approval conditions, the City is required to perform and maintain, for five years, 0.13 acres of habitat restorations in the vicinity of the project per a Habitat Management Plan, upon completion of the Avenida Montalvo Canyon and Trail Improvement. The habitat restoration generally consists of planting native plants and seeding, maintaining vegetation for five years, installation of temporary irrigation and removal of non-native plants.



Staff prepared a bid package, notified local contractors, and advertised the project for competitive bidding on the PlanetBids website and in the SC Times. On October 3, 2024, the City received two bids, with Base Bids ranging from \$223,299 to \$427,400, as shown on the table below.

Vendor Name	City	Bid
Habitat Restoration Sciences	Vista	\$223,299
Diamond Construction & Design	San Clemente	\$427,400

Based on the lowest bid, the total estimated project construction cost is summarized below:

Project Management and Administration	\$ 10,000
Construction Contract	223,299
<u>Contingency (15%)</u>	<u>33,495</u>
Total Estimated Construction Costs	\$266,794

As required by City policy and state law, the Contractor will be required to provide performance and payment bonds simultaneously with execution of the construction contract (Attachment 3). Project plans and specifications are on file in the City Clerk's Office.

To monitor and inspect the habitat restoration performance, per the project Plans and Specifications requirements by Habitat Restoration Sciences, Inc., a qualified arborist/biologist must monitor and inspect the habitat restoration for five years, before the restoration is accepted by the California Coastal Commission and RWQCB. Staff is currently doing a public advertisement to receive proposals for this work. Upon receipt of proposals and evaluation, staff will return to the City Council for approval of a Professional Consultant Services Agreement for the project's monitoring and inspection of the habitat restoration.

Council Options:

- Adopt Resolution No. 24-161 (Attachment 1), awarding the Avenida Montalvo Canyon and Trail Improvement Habitat Restoration to Habitat Restoration Science, Inc.; authorizing the City Manager to execute a construction contract in an amount not to exceed \$223,299; approving a 15% project contingency of \$33,495; and finding the project categorically exempt from CEQA under Class 2 (Replacement or Reconstruction, 14 CCR section 15302) of the State CEQA Guidelines.
- Modify and adopt Resolution 24-161.
- Continue the item and direct staff to provide additional information.
- Do not adopt Resolution No. 24-161 and determine an alternative way to meet regulatory requirements.

Environmental Review/Analysis:

This project is categorically exempt from the California Environmental Quality Act (CEQA) as it pertains to a replacement of an existing storm drain line under Class 2 of the state CEQA Guidelines, Section 15302 - Replacement or Reconstruction. A notice of exemption will be filed for this project.

Recommended Actions:

Staff recommends that the City Council adopt Resolution No. 24-161, which will:

1. Award a contract to Habitat Restoration Science, Inc., as the lowest responsible and responsive bidder, for the Avenida Montalvo Canyon and Trail Improvement Habitat Restoration, CIP Project Nos. 22001 & 16004;

2. Authorize the City Manager to execute a contract with Habitat Restoration Science, Inc. in an amount not to exceed \$223,299 in a form substantially similar to Contract No. 24-60 (Attachment 2) for the Avenida Montalvo Canyon and Trail Improvement Habitat Restoration, CIP Project Nos. 22001 & 16004;
3. Approve a 15% construction contingency of \$33,495 for this Project; and
4. Find the Avenida Montalvo Canyon and Trail Improvement Habitat Restoration, CIP Project Nos. 22001 & 16004, categorically exempt from the CEQA under Class 2 (Replacement or Reconstruction, 14 CCR section 15302) of the State CEQA Guidelines.

Attachment:

1. Resolution 24-161
2. Draft Habitat Restoration Science, Inc. Contract (without attachments)

Notification:

All bidders.

RESOLUTION NO. 24-161

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, AWARDING A CONSTRUCTION CONTRACT TO HABITAT RESTORATION SCIENCE, INC. FOR THE AVENIDA MONTALVO CANYON AND TRAIL IMPROVEMENTS HABITAT RESTORATION, CIP PROJECT NOS. 22001 & 16004; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSTRUCTION CONTRACT IN AN AMOUNT NOT TO EXCEED \$223,299; AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the outlet near the ocean and the nearby trail had experienced some erosion issues and needed improvements to prevent further erosion of the bluff; and

WHEREAS, on November 9, 2023, the City installed gabion baskets that provide the least environmental impact for erosion control; and

WHEREAS, the Coastal Development Permit and Regional Water Quality Control Board permit for the project require that the City perform and maintain (for five years) 0.13 acres of habitat restorations in the vicinity of the project per a Habitat Management Plan; and

WHEREAS, the City conducted formal competitive bidding for the Avenida Montalvo Canyon and Trail Improvements Habitat Restoration, CIP Project Nos. 22001 & 16004 (Project); and

WHEREAS, on October 3, 2024, the City received two bids ranging from \$223,298 to \$427,400 for the Project; and

WHEREAS, the lowest responsive and responsible bidder was Habitat Restoration Science, Inc. of Vista, California, in the amount of \$223,298, based on the low bid item.

NOW, THEREFORE, the City Council of the City of San Clemente does hereby find, determine and resolve as follows:

SECTION 1. That the above recitations are true and correct and incorporated fully herein.

SECTION 2. That the Avenida Montalvo Canyon and Trail Improvements

Habitat Restoration, Project No. 22001 &16004 (Project), is categorically exempt from the California Environmental Quality Act (CEQA) under Class 2 (Replacement or Reconstruction, 14 CCR section 15302) of the State CEQA Guidelines because it consists of replacing existing public structures or facilities, involving negligible or no expansion of an existing or former use and there is no possibility of a direct or foreseeable indirect significant impact on the environment.

SECTION 3. That the construction contract for the Avenida Montalvo Canyon and Trail Improvements Habitat Restoration, CIP Project No. 22001 &16004 (Project), is hereby awarded to Habitat Restoration Science, Inc. as the lowest responsive and responsible bidder.

SECTION 4. That the City Manager is authorized and directed to execute a construction contract for the Avenida Montalvo Canyon and Trail Improvements Habitat Restoration, with Habitat Restoration Science, Inc. in an amount not to exceed of \$223,299 in a form substantially similar to that presented to City Council on October 15, 2024.

SECTION 6. That a 15% construction contingency of \$33,495 for Project No. 22001 & 16004 is hereby approved. The City Manager is authorized to utilize the Project contingency to the extent necessary and proper.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this _____ day of _____, 2024.

ATTEST:

City Clerk of the City of
San Clemente, California

Mayor of the City of San
Clemente, California

STATE OF CALIFORNIA)
COUNTY OF ORANGE) §
CITY OF SAN CLEMENTE)

I, LAURA CAMPAGNOLO, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. 24-161 was adopted at a regular meeting of the City Council of the City of San Clemente held on the _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Clemente, California, this _____ day of _____, _____.

CITY CLERK of the City of
San Clemente, California

Approved as to form:

Elizabeth A. Mitchell, City Attorney

**SECTION 00500
CONTRACT**

THIS CONTRACT is made this ____ day of _____, 2024, in the County of Orange, State of California, by and between the City of San Clemente hereinafter called City, and Habitat Restoration Sciences, Inc., a California corporation with its principal place of business at 1217 Distribution Way, Vista, CA 92081 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

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:

**AVENIDA MONTALVO CANYON AND TRAIL IMPROVEMENTS
HABITAT RESTORATION, CIP PROJECT NOS. 22001 & 16004**

The Contractor and its surety shall be liable to 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 City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within five (5) years plus site prep time of about 30 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. City shall pay to the Contractor as full compensation for the performance of the Contract and the Work, which includes everything that is reasonably foreseeable related thereto, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Two Hundred Twenty-Three Thousand and Two Hundred Ninety-Nine Dollars (\$223,299). Payment shall be made as set forth in the General Conditions.

At any time during the term of the Contract, City may, pursuant to the terms and provisions of the Contract Documents, request that the Contractor perform additional work. Contractor shall not perform, nor be compensated for, additional work without written authorization from the City pursuant to the terms and provisions of the Contract Documents. In no event shall approved additional work exceed the approved project contingency.

ARTICLE 4. LIQUIDATED DAMAGES/EARLY COMPLETION INCENTIVE. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay City the sum of \$1,000 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 that Liquidated Damages are not paid, the Contractor agrees 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:

Contract

Bid Form
Workers' Compensation Insurance Certification
Bid Bond
Non-Collusion Declaration Form
Contractor Information and Experience Form
List of Subcontractors Form
Iran Contracting Act Certification
Public Works Contractor Registration Certification
Performance Bond
Payment Bond
General Conditions
Special Conditions
Technical Specifications
Addenda
Plans and 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 shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at City of San Clemente Public Works Department Office at 910 Calle Negocio, San Clemente, CA 92673 or may be obtained online at www.dir.ca.gov/DLSR and which must be posted at the job site.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite of their signatures.

CITY OF SAN CLEMENTE

By: _____
Andy Hall, City Manager

Dated: _____, 20____

ATTEST:

CITY CLERK of the City of
San Clemente, California

APPROVED AS TO FORM:

Elizabeth A. Mitchell, City Attorney

**APPROVED AS TO AVAILABILITY
OF FUNDING:**

Finance Authorization

**HABITAT RESTORATION SCIENCES,
INC.**, a California corporation
("CONTRACTOR")

By: _____
Joseph Monaco, CEO

Dated: _____, 20____

By: _____
Helder Guimaraes, CFO

Dated: _____, 20____

END OF CONTRACT