

MEMORANDUM

TO: CITY COUNCIL

FROM: GEOFF ENGLISH, PUBLIC WORKS DIRECTOR

BY: JILL MCPEEK, CAPITAL IMPROVEMENT PROJECT MANAGER

SUBJECT: CONSIDERATION TO APPROVE AN AGREEMENT WITH THE COASTAL SAN LUIS RESOURCE CONSERVATION DISTRICT AND AN AWARD OF CONTRACT TO CHRISTOPHER SCOTT CONSTRUCTION FOR CONSTRUCTION OF THE STROTHER PARK RAIN GARDEN PROJECT, PW 2017-02

DATE: MARCH 14, 2017

RECOMMENDATION:

It is recommended the City Council:

1. Approve the construction plans and specifications for the Strother Park Rain Garden Project, PW 2017-02;
2. Award a contract for the Strother Park Rain Garden Project to Christopher Scott Construction in the amount of \$34,955;
3. Authorize the Interim City Manager to approve change orders for 10% of the contract amount, \$3,495 for unanticipated costs during the construction phase of the project (total construction costs = \$34,955 + \$3,495 = \$38,450); and
4. Approve an Agreement with the Coastal San Luis Resource Conservation District to allow the use of Proposition 84 Storm Water Grant funds for the project in an amount not to exceed \$50,000; and
5. Authorize the Mayor to execute the Agreement.

IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:

The total cost of the project including design, construction inspection and contingencies is estimated at \$46,300 and will be funded by a Proposition 84 Storm Water Grant procured by the Coastal San Luis Resource Conservation District (CSLRCD). It is anticipated that all project expenditures are eligible expenses and will be reimbursed by the CSLRCD.

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BACKGROUND:

Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Prop 84), was approved by California voters in the general election on November 7, 2006. Prop 84 provided funds to the State Water Resources Control Board for grants to local agencies for the reduction and prevention of storm water contamination of rivers, lakes, and streams. The CSLRCD was successful in securing Prop 84 funds and contacted the City of Arroyo Grande regarding an eligible project that would meet the storm water improvement criteria described in the grant.

A drainage project at Strother Park was identified that would disconnect a storm sewer that currently drains directly to Arroyo Grande Creek and replace it with a “rain garden” (retention basin to filter and clean water before it returns through a pipe to the creek). Construction documents were prepared by the CSLRCD and City staff, and the project was advertised for construction bids in late January 2017.

ANALYSIS OF ISSUES:

In compliance with the City’s National Pollutant Discharge Elimination System (NPDES) permit, stormwater quality improvement projects such as the Strother Park rain garden that filter storm water from streets and parking lots will be required in the future at many of the City’s drainage inlets that are connected directly to the creek.

On February 28, 2017, three bids were opened for the Strother Park Rain Garden project. The lowest bid, \$34,955 from Christopher Scott Construction was deemed responsive and staff recommends award of a construction contract to Christopher Scott Construction accordingly. The contract time is 20 working days. Work is expected to be completed in April 2017.

ALTERNATIVES:

The following alternatives are provided for the Council’s consideration:

1. Approve staff’s recommendations;
2. Do not approve staff’s recommendations and request further information;
3. Modify staff’s recommendation and approve; or
4. Provide direction to staff.

ADVANTAGES:

The project will help filter out pollutants that are carried in stormwater runoff to Arroyo Grande Creek.

DISADVANTAGES:

None identified at this time.

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ENVIRONMENTAL REVIEW:

The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15308 regarding certain actions by regulatory agencies to maintain, restore, or enhance the environment.

PUBLIC NOTIFICATION AND COMMENTS:

The Agenda was posted at City Hall and on the City's website in accordance with Government Code Section 54954.2.

Attachments:

1. Bid Opening Log Sheet

Coastal San Luis Resource Conservation District
StormRewards Program
Implementation Agreement

This Agreement is made between the Coastal San Luis Resource Conservation District hereafter referred to as (“CSLRCD”) and City of Arroyo Grande, hereafter referred to as the (“City”) of the site detailed in Exhibit A as of this 14th day of March, 2017.

Agreement

The CSLRCD has received a Proposition 84 Storm Water Grant through the State Water Resource Control Board, Agreement #12-445-550. This grant allows CSLRCD to offer a Storm Water Rewards Rebate Program which provides an incentive to reduce hydromodification in existing developed areas through installation of low impact development best management practices (BMPs). It is the City’s responsibility to comply with the Proposition 84 Storm Water Grant’s conditions.

- 1) **PURPOSE.** In accordance with the StormRewards Program’s goal of implementing (BMPs), the CSLRCD and the City agree as follows:
 - a) The CSLRCD agrees to provide support in filing relevant permits (if necessary), project design, identifying contractors/vendors and developing a maintenance plan for the” Project” defined in EXHIBIT B (“Project Description”), to be located on property identified in EXHIBIT A (“Property”).
 - b) The City agrees to manage the construction project by either hiring a contractor or performing the work described in EXHIBIT B themselves, and providing required information and/or signatures where requested in EXHIBIT B. The City is solely responsible for choosing a contractor with the experience to install BMPs that will pass final inspection. Construction shall not commence until the CSLRCD has approved the final design in writing.
 - c) The CSLRCD is responsible for compliance with the California Environmental Quality Act (CEQA) for the proposed Project to be implemented under this agreement. The City shall abide by all conditions and mitigation measures identified through the CSLRCD CEQA process. These measures are identified in Exhibit B. The City is responsible for acquiring all permits and paying permit fees, as applicable.
 - d) All receipts submitted in Exhibit C, Budget Worksheet, must be accurate and signed under penalty of perjury. All costs submitted must be directly related to the agreed upon Project. Any suspected occurrences of fraud or any other misuse of public funds may result in suspension of grant disbursements. Additionally, the Deputy Director of the State Water Resources Control Board, Division of Financial Assistance may request an audit concerning this Project and refer the matter to the Attorney General’s Office for criminal prosecution or the imposition of civil liability.
 - e) The City agrees to provide the CSLRCD with all receipts that pertain to construction of BMPs in order to receive cost-share reimbursement. The estimated reimbursement amount for the completion of BMP components of the Project is defined in EXHIBIT B. Rebate request forms must be received within 60 days of final inspection by CSLRCD and follow the format of EXHIBIT C. CSLRCD is not responsible for items lost or delayed in the mail, nor any remittance delayed due to incorrect rebate applications. Incomplete applications cannot be processed and will be returned. CSLRCD will not reimburse the City for Projects that do not pass final inspection, do not have all receipts and/or that do not follow the reimbursement format.
 - f) The City agrees to adhere to the timeline identified in Exhibit D in order to receive cost-share reimbursement. Unless the City can show good cause why it cannot adhere to the timeline, deviation from this timeline will result in the City’s ineligibility for cost share reimbursement. Upon a showing of good cause, CSLRCD and the City may agree to amend the timeline.
 - g) CSLRCD agrees to reimburse the City up to and not to exceed a total of \$50,000. The City agrees to cover the remaining Project costs through cash payment for services rendered, labor and/or donation of materials and labor. City is solely responsible for the payment to any vendor, contractor or other party not listed in this Agreement for any services rendered or cost incurred as part of the Agreement. The City’s expected match is \$0, in the event the Project costs deviate dramatically from the cost estimate in EXHIBIT B there may be a need to revise the total rebate amount.
 - h) The City shall be responsible for all costs associated with the implementation, construction and maintenance of the BMP for the useful life of the Project (i.e., 20 years from the completion of construction). Rebates will be awarded upon completion of the Project and after the final inspection by CSLRCD only for construction costs, i.e. labor and materials.

Coastal San Luis Resource Conservation District

**StormRewards Program
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- i) The City agrees to notify the CSLRCD if the BMP is damaged, destroyed, removed or redesigned in any way, during the useful life of the Project (i.e., 20 years from the completion of construction). Upon the transfer, sale or subdivision of the Property in EXHIBIT A, the City agrees to disclose Project information and the existence of the material conditions herein, including without limitation, the maintenance, replacement, and repayment made in this Agreement.

2) ACCESS PERMISSION

- a) The City agrees to allow reasonable access to the CSLRCD and the CA State Water Resources Control Board representatives for “before, after and 6 months after documentation” photographs to be taken of the installed BMP site. Selected photographs may be published by the CSLRCD in brochures, articles, websites and other printed and electronic materials. The City’s specific location will not be publicized by CSLRCD in said articles without prior consent of the City. City acknowledges that the Project records and location are public records.
(Please initial) _____
- b) The City agrees to allow signage placement on site by the CSLRCD, for at least 6 months, to recognize participant’s activities towards water quality improvements. The sign will include a logo of the State Water Resource Control Board and reference to their partial funding at a minimum. The 6 month duration will start the first day of construction and end 6 months later.
(Please initial) _____
- c) Access permission for inspections is valid for twenty (20) years after Project completion with prior notice of at least two (2) days by the CSLRCD or a representative from the State Water Resources Control Board. Access will primarily be during the rainy season and particularly during rain events. Access will be kept to the minimum in order to assure BMPs are in place. Granting access permission does not constitute a permanent easement or any other encumbrance on title. In the event that the City or a new City not listed in this Agreement revokes access, the City will refund the CSLRCD the full rebate amount
(Please initial) _____
- d) The CSLRCD will track the Project’s condition and performance on a long term scale, verifying the useful life of the Project (i.e., 20 years after completion of construction). This may be achieved through an existing data bank managed by local municipalities.

3) SPECIAL REQUIREMENTS

- a) The City agrees to properly use and maintain the completed Project for their intended purposes for their useful life (i.e., 20 years from the completion of construction), and to further maintain the completed Project as set forth in EXHIBIT B.
(Please Initial) _____
- b) I/we understand the water quality objectives of the Project defined in EXHIBIT B, and as explained to me by *(Planner’s name)* Hallie Richard, and I/we support the goal of the Project. *(Please Initial)* _____
- c) If the City is an individual, joint owner: I/we certify I/we hold legal title to the Property described in EXHIBIT A. *(Initial if applicable)* _____
- d) If the City is a legal entity such as a corporation, partnership, trust etc.: I certify that such entity holds legal title to the Property described in EXHIBIT A and that I have the full authority to sign this Agreement on behalf of the entity. *(Initial if applicable)* _____
- e) The City agrees to participate in a follow up interview survey (6-12 months upon completion) regarding the program and the installation’s performance. *(Please Initial)* _____
- f) The City acknowledges that the Project records and location are public records. *(Please Initial)* _____
- g) If the City is a City with right-of-way authority: I certify that such an entity holds full authority over activities on the Property described in Exhibit A. *(Please Initial)* _____

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4) TERM

- a) This Agreement may be modified by agreement of both parties, or terminated by either party at any time upon 10 working days written notice given to the other party. In the event of termination of this Agreement, the City shall be entitled only to any fees due for reimbursement to the reasonable satisfaction of the CSLRCD through the last day of active work.
- b) This Agreement shall remain in effect for no less than twenty (20) years from date of signed contract (the “Term”).

5) GENERAL REQUIREMENTS

- a) Funding for this Project has been provided in part through an agreement with the State Water Resources Control Board. The contents of this Agreement do not necessarily reflect the views and policies of the State Water Resources Control Board, nor do CSLRCD’s promises in Section 1.a. of this Agreement, or mention of any trade names or commercial products constitute endorsement or recommendation for use by the State Water Resources Control Board.
(Please Initial)
- b) The City agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wages provisions of the Labor Code are being met. The City certifies that it has a Labor Compliance Program (LCP) in place or has contracted with a third party that has been approved by the Director of the Department of Industrial Relations (DIR) to operate an LCP pursuant to: Public Resources Code, section 75075; Labor Code, section 1171.5; and, section 16423 of title 8 of the California Code of Regulations. Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.
- c) Where contractors are used, construction is not authorized to begin until each contractor has furnished a performance bond in favor of the CSLRCD in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. (Civ. Code, § 9550.; Pub. Contract Code, § 7103.)
- d) The City agrees to refund the CSLRCD the full rebate amount, as described in Section 1.d and Exhibit C, if a BMP is removed or destroyed, and the City has no intention of upholding this Agreement by replacing the Project.
- e) CSLRCD has the right to upload water quality data to the California Environmental Data Exchange Network (CEDEN) and the right to use GPS information associated with EXHIBIT A.

6) INDEMNIFICATION

- a) The City shall indemnify, defend and save harmless the CSLRCD, State Water Resources Control Board, the State of California, and their officers, agents and employees (Indemnified Parties) from and against any and all claims, liabilities or causes of action relating to this Agreement or City’s participation in the StormRewards Program. The City shall indemnify, defend and save harmless the Indemnified Parties from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of the Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the City in the performance of this Agreement.

IN WITNESS WHEREOF, this Agreement was entered into as of the date and year first above written.

Jim Hill, Mayor

(date)

Neil Havlik, Board President

(date)

City of Arroyo Grande
300 East Branch Street
Arroyo Grande, CA 93420
805-473-5400
jhill@arroyogrande.org

CSLRCD
1203 Main Street, Suite B
Morro Bay, CA 93442
805.772.4391

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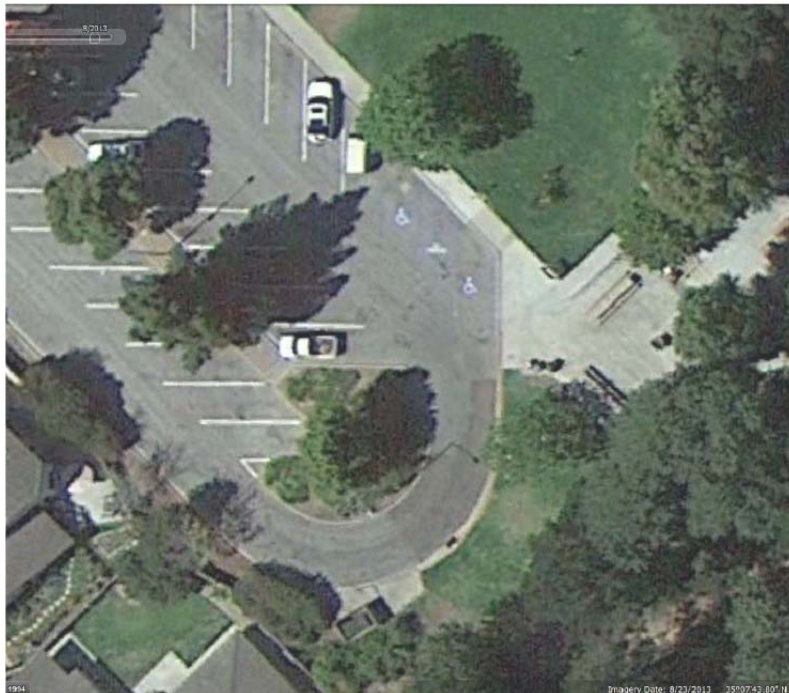
EXHIBIT A

Property Description – Pre Project Status

Said property is at the following location: 1150 Huasna Rd, Arroyo Grande, CA 93420

Latitude, Longitude: 35° 7'47.23"N, 120°33'26.31"W

Google Map:



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EXHIBIT B

Project Description

This Exhibit defines the term “Project” as used in the Agreement. All practices, designs, and standards below are parts of the Project.

Project goal: The goal of this project is to reduce pollution to surface and groundwater in the Arroyo Grande watershed. The target for this project is to reduce stormwater runoff by 76%. The project will install a rain garden with a treatment area of 35,100 square feet, reducing total runoff by 963 cubic feet.

Improvements/practices to be completed under this contract:

Practice	Cost Estimate for Labor* + Materials
Rain Garden	\$46,300
Total:	\$46,300

Permits:

City has reviewed the project with the City’s Building Division and will acquire any relevant permits prior to construction. **Please initial** _____

CEQA Mitigation Measures:

N/A. The Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Guideline Section 15308 regarding certain actions by regulatory agencies to maintain, restore, or enhance the environment.

Maintenance Requirements for these improvements:

The City will maintain the Project as part of its existing infrastructure maintenance programs. **Please initial** _____

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Designs & Standards

RAIN GARDEN NOTES

CONSTRUCTION SITE SHALL BE MARKED/STAKED OUT AND CHECKED FOR SAFETY HAZARDS BEFORE WORK BEGINS. CALL 811 UNDERGROUND SERVICE ALERT PRIOR TO DIGGING. CONTRACTOR & PROPERTY OWNER ARE RESPONSIBLE FOR VERIFYING ALL UTILITY LOCATIONS PRIOR TO BEGINNING ANY DIGGING ON SITE.

ALL LANDSCAPE AREAS SHALL BE PROPERLY GRADED PRIOR TO INSTALLATION OF NEW PLANT MATERIAL. STONES, ROCKS, WOOD, DEBRIS & ANY MATERIAL OVER 1" IN DIAMETER SHALL BE REMOVED FROM ALL PLANTING AREAS PRIOR TO INSTALLING NEW MATERIAL.

EXISTING PLANT MATERIAL TO BE REMOVED FROM THE SITE, SHALL BE FULLY REMOVED, INCLUDING ALL ROOTS.

NECESSARY EXCAVATING DIMENSIONS SHALL BE PROPERLY COMPLETED AND CHECKED BEFORE INSTALLING AMENDED SOILS, MULCH, PLANTS OR PIPES.

LANDSCAPE BEDS SHALL HAVE LOOSELY RAKED BARK MULCH BASE OF 3" DEEP TO RETAIN MOISTURE.

OPTIONAL PERFORATED PIPE SHALL BE INSTALLED THROUGH THE CENTER OF THE GARDEN. 4" BENEATH THE LANDSCAPE BEDS. THE CONTRACTOR & CLIENT ARE RESPONSIBLE FOR OBTAINING ALL LEGAL & FORMAL PERMITS REQUIRED TO DO THEIR PORTION OF THE WORK.

CONTRACTOR SHALL GRADE & EXAMINE ALL SITE AREAS TO ACHIEVE & ASSURE POSITIVE DRAINAGE INTO THE RAIN GARDEN.

THE CONTRACTOR SHALL INSURE ALL PLANTS, SHRUBS, TREES, EVERGREENS, FLOWERS, GROUND COVERS & OTHER ORGANIC MATERIAL ARE INSTALLED ACCORDING TO LOCAL & REGIONAL STANDARDS.

GENERAL CONSTRUCTION NOTES

TRASH AND DEBRIS SHALL BE CONTAINED AND REMOVED NIGHTLY, OR COVERED

LIQUID MATERIALS SHALL BE STORED IN SECONDARY CONTAINMENT WHEN NOT ACTIVELY IN USE

LOOSE SOIL OR DEBRIS SHALL BE SWEEP AS OFTEN AS NECESSARY (A MINIMUM OF ONCE A DAY) DURING EARTHWORK ACTIVITIES TO PREVENT TRACKING OFF SITE

CONSTRUCTION SHALL NOT OCCUR DURING RAINFALL OR WHEN SOILS ARE EXCESSIVELY WET.

EXPOSED SOILS SHALL BE COVERED WITHIN 14 DAYS OF DISTURBANCE (COVER COULD BE CHIPS, CLOTH OR VEGETATION)

SOIL STOCKPILES SHALL BE COVERED WITH PLASTIC AND HAVE PERIMETER CONTROLS (GRAVEL BAGS, STRAW WADDLES, ETC) WHEN INACTIVE (14 DAYS IDLE) OR PRIOR TO PREDICTED RAIN EVENTS (50% CHANCE OR GREATER)

FUELING AND WASHING OF EQUIPMENT SHALL OCCUR OFF-SITE

EXCESS SOIL SHALL BE DISPOSED OF ACCORDING TO CITY REQUIREMENTS.

RAIN GARDEN SHALL BE LOCATED NO CLOSER THAN 5 FEET FROM ANY STRUCTURE FOUNDATION. OVERFLOW FOR EACH BMP SHALL BE DIRECTED TO THE ORIGINAL POINT OF DISCHARGE THAT EXISTED PRIOR TO BMP CONSTRUCTION AND SHALL BE DIRECTED AWAY FROM EXISTING STRUCTURE FOUNDATIONS.

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EXHIBIT C

Budget Worksheet – Rebate Request Form

Please complete the below worksheet with each receipt and material itemized separately.

I have filled out and attached a federal W-9 tax form. **X**

Post Construction Inspection Date _____

A	STORE/CONTRACTOR NAME	MATERIAL PURCHASED	QUANTITY	COST
C	Total Project Cost			\$
D	StormRewards Reimbursement Amount	\$		
E	City Cost Share Amount C – D = E	\$		

*Please use other sheets of paper as necessary to fully itemize receipts

FOR INTERNAL RCD REVIEW PURPOSES ONLY – DO NOT FILL OUT
Total City Cash Match _____
Complete Packet-Date Received _____
Date Awarded _____
Check Number _____

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EXHIBIT D

Proposed Project Timeline

Bid Opening	February 28, 2017
Award Bid at City Council Meeting	March 14, 2017
Contract Start Date	April 3, 2017
Construction Completion	April 28, 2017
Final Payment to Contractor	May 4, 2017
All Receipts and Invoices submitted to CSLRCD	May 26, 2017

ATTACHMENT 1



CITY OF ARROYO GRANDE BID OPENING LOG SHEET

DEADLINE: TUESDAY, FEBRUARY 28, 2017 – 2:00 PM
PROJECT NAME: STROTHER PARK RAIN GARDEN PROJECT
PROJECT NO.: PW-2017-02
ESTIMATED CONSTRUCTION COST: \$25,000

<u>SUBMITTED BY:</u>	<u>TOTAL</u>
1. Christopher Scott Construction Solvang, CA 93463	\$34,955.00
2. R. Burke Corporation San Luis Obispo, CA 93406	\$61,200.00
3. The J. F. Will Company, Inc. Santa Maria, CA 93455	\$38,770.00

Glenda Boner

Glenda Boner, Administrative Secretary

C: Director of Public Works
Capital Improvement Project Manager
City Manager
City Website