



Town Council Agenda Report

Date: July 9, 2019 Item No. 6

To: Honorable Mayor and Town Council

Subject: APPLE VALLEY DESERT WATER REUSE - PROJECT 2019-01

From: Douglas Robertson, Town Manager

Submitted by: Brad Miller, Town Engineer
Engineering Department

Budgeted Item: Yes No N/A

RECOMMENDED ACTION

Award a contract to Christensen Brothers General Engineering, Inc for the Apple Valley Desert Water Reuse - Project 2019-01 subject to “Approval as to Form” by the Town Attorney and “Approval as to Content” by the Town Manager.

BACKGROUND

In an effort to accomplish tasks defined within the Apple Valley Parks and Recreation Master Plan dated May 2013, the Town proposes to utilize recycled water for irrigation to help with water conservation. The Apple Valley Desert Water Reuse Project involves existing and proposed recycled water transmission mains and the retrofitting of existing irrigation facilities for recycled water use at four sites within the boundaries of the Town of Apple Valley which serve as vital green sites. The proposed sites to receive recycled water through the project pipelines include, the Apple Valley Golf Course, Lenny Brewster Park, Civic Center Park, and Thunderbird Park.

Each site is intended to have both domestic and recycled water supplies to separately support potable and irrigation water needs respectively. Additionally, each recycled water system will be equipped with facilities to allow for supplemental back-up with potable water in the scenario in which recycled water is temporarily unavailable or inadequate.

Plans, Specifications and Engineer Estimates have been prepared with the goal to construct infrastructure to deliver recycled water to these specific green areas for beneficial use as a new irrigation water resource. The Victor Valley Wastewater Reclamation Authority’s Apple Valley Sub-Regional Water Recycling Facility has been completed and will be the source of the recycled water. Portions of the recycled water transmission main system have already been installed throughout the area, effectively

connecting a majority of the sites with the Apple Valley Sub-Regional Water Recycling Facility. The work to be completed includes the pipelines to connect Civic Center and Thunderbird parks to the transmission main, Brewster Park to Apple Valley Sub-Regional Water Recycling Facility, and retrofitting the existing irrigation systems. The project also includes a water storage tank at Brewster Park and one booster pump station to supply water of sufficient pressure to operate the on-site irrigation system. A second water storage tank and booster pump station are proposed at Civic Center Park. This tank will supply recycled water to both Civic Center and Thunderbird Parks and is sized to store a volume equal to one day of peak summer irrigation demand.

ANALYSIS

On June 25, 2019, the Town received and opened bids for the subject project. The Project generally consists of providing necessary labor, equipment and materials to construct and install new recycled water mains, storage tanks, booster pumps and related appurtenances, including all associated facilities, appurtenances, and incidentals, as shown on the Plans, in conformance with the specifications and the special provisions, and as directed by the Town Engineer.

The bid results are as follows:

Contractor	Base Bid Price
1. Christensen Brothers General Engineering, Inc.	\$3,105,743.00
2. Weka, Inc	\$3,609,839.00
3. DDH Apple Valley Construction, Inc.	\$4,087,140.00

Upon review of the submitted bid package and contacting Christensen Brothers General Engineering’s references Engineering staff deemed them a responsive responsible bidder and recommends award.

FISCAL IMPACT

Funding for this project is included in the proposed 2019-2020 Capital Improvement Projects Budget. The funding sources are as follows:

- Federal Bureau of Reclamation grant \$299,000.00
- California Urban Rivers grant \$450,000.00
- Town’s Waste Water Fund \$2,356,743.00

ATTACHMENTS

- A. Location Maps
- B. Contract for Construction

ATTACHMENT A
LOCATION MAPS



ATTACHMENT B
CONTRACT FOR CONSTRUCTION

SECTION 400 – CONTRACT FOR CONSTRUCTION

THIS CONTRACT is made this 9th day of July, 2019, in San Bernardino County, State of California, by and between the Town of Apple Valley, hereinafter called Town, and Christensen Brothers General Engineering, Inc. hereinafter called Contractor. Town and Contractor agree, for valuable consideration, as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work and provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents (specified in Article 5 below) for the public work of improvement titled:

Apple Valley Desert Water Reuse – Project 2019-01

The Contractor and its surety shall be liable to the Town for any damages arising as a result of the Contractor’s failure to comply with this obligation.

ARTICLE 2. CONTRACT TIME. Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the Town’s Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 165 working days from the commencement date stated in the Notice to Proceed, hereafter the Contract Time. By its signature hereunder, Contractor agrees the Contract Time is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The Town 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 three million one hundred and five thousand seven hundred forty-three dollars (\$3,105,743.00), hereinafter, the Contract Price. Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. Contractor acknowledges that Town will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the Town’s actual damages. Accordingly, as provided in Government Code section 53069.85, it is agreed that the Contractor will pay the Town the sum of **\$750** for each and every Day of delay in completing the Work beyond the Contract Time, as Liquidated Damages and not as a penalty or forfeiture. In the event the Liquidated Damages are not paid, Town may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not affect the Town’s rights to other damages or remedies specified in the Contract Documents or allowed by law.

Should Contractor be inexcusably delayed in the performance of the Work, Town may deduct liquidated damages based on its estimate of when Contractor will achieve Final Completion or other Milestones. Town need not wait until Final Completion to withhold liquidated damages from Contractor.

Liquidated damages are not a penalty but an agreed estimate of the actual damages that would be sustained by the Town for delay, including but not limited to loss of revenue, inconvenience to

the Town and the public, and increased Project administration expenses such as extra inspection, construction management, staff time, and architectural and engineering expenses. Liquidated damages do not include damages the Town incurs on account of claims by third parties against the Town on account of any delay.

Should money due or to become due to Contractor be insufficient to cover liquidated damages or other offsets due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to Town.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The “Contract Documents” include only the following documents, each of which is incorporated into this Contract for Construction by reference:

- 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
- Iran Contracting Act Certification
- Performance Bond
- Payment (Labor and Materials) Bond
- General Conditions
- Special Conditions (Including Grant Funding Requirements)
- Technical Specifications
- Standard Specifications (Excluding sections 1-9 in their entirety)
- Addenda
- Plans prepared by BC&F, in association with Parsons dated 05/16/2019
- Change Orders executed by Town

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. In the event of a conflict, the various Contract Documents will be given effect in the order set forth in Article 2.b of the General Conditions.

This Contract constitutes the full and complete agreement between the parties with regard to the Project and the Work, and supersedes any prior agreement of the parties, whether written or oral. The Contract can be modified only by a written Change Order executed in accordance with the Contract Documents.

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 Work.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor shall pay not less than the prevailing rate of wages in accordance with the Labor Code, which rates have been determined by the Director of the California Department of Industrial Relations and shall be made available at the Town Clerk's office or may be obtained online at <http://www.dir.ca.gov/dlsc>.

If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all its subcontractors shall pay the higher of the state or federal prevailing wage rates.

The wage rates must be posted at the job site.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO
CONTRACT FOR CONSTRUCTION
(Apple Valley Desert Water Reuse – Project 2019-01)**

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

parties, on the day and year above written.

TOWN OF APPLE VALLEY

CONTRACTOR

By:

Larry Cusack
Mayor

By:

ATTEST:

La Vonda M. Pearson, Town Clerk

APPROVED AS TO CONTENT:

Douglas B. Robertson, Town Manager

APPROVED AS TO FORM:

Thomas Rice, Town Attorney

(ALL SIGNATURES MUST BE NOTARIZED AND CORPORATE SEALS AFFIXED, IF APPLICABLE)

END OF CONTRACT

- 34 -

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