

FORM APPROVED COUNTY COUNSEL 12/17/15  
 BY: GREGORY P. PRIAMOS DATE

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

303



**FROM:** TLMA – Transportation Department


**SUBMITTAL DATE:**  
 October 16, 2015

**SUBJECT:** Approval of the Plans and Specifications for the Van Buren Street Reconstruction and Sidewalk Project, Adjacent to the City of Indio. 4<sup>th</sup> District (Clerk to Advertise); [\$480,000]; State Funds 28%, Local Funds 72%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the plans and specifications for the construction of Van Buren Street Reconstruction and Sidewalk Project, adjacent to the City of Indio; and
2. Authorize the Clerk of the Board to advertise for bids to be received in the office of the Director of Transportation and Land Management up to the hour of 2:00 p.m., Wednesday, February 3 2016 at which time bids will be opened.

  
 Patricia Romo  
 Assistant Director of Transportation

  
 Juan C. Perez  
 Director of Transportation and Land Management

JCP:jjr:rr

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
<b>COST</b>	\$ 480,000	\$ 0	\$ 480,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Gas Tax (ABX8-9 Mar 2010 New HUTA) (67%), SB 821 Local Transportation Funds (28%), Indio Water Authority (2%), Carver Tract Mutual Water Corporation (3%). No General Funds used in this project.

**Budget Adjustment:** No.  
**For Fiscal Year:** 15/16

**C.E.O. RECOMMENDATION:**

APPROVE  
 BY:   
 Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- Positions Added
- 4/5 Vote
- Change Order

**Prev. Agn. Ref.:** 08/05/14, Item 3-42;  
 10/28/14, Item 3-26

**District:** 4

**Agenda Number:**

3-15

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Approval of the Plans and Specifications for the Van Buren Street Reconstruction and Sidewalk Project, Adjacent to the City of Indio. 4<sup>th</sup> District (Clerk to Advertise); [\$480,000]; State Funds 28%, Local Funds 72%

**DATE:** October 16, 2015

**PAGE:** 2 of 3

**BACKGROUND:**

**Summary**

The County Transportation Improvement Program provides for road improvements to Van Buren Street, between 48<sup>th</sup> Avenue and Manila Avenue, in the Coachella Valley, adjacent to the City of Indio. The project consists of reconstruction of the existing pavement, road widening and constructing concrete curb, gutter, sidewalk, and access ramps on the east side of Van Buren Street.

This segment of Van Buren Street is adjacent to Martin Van Buren Elementary School. This project proposes to construct approximately 800 linear feet of new sidewalk, including eight new access ramps and accessible driveways. Traffic improvements include removal of existing stripping and pavement markings, new signing, stripping, cross-walks, pavement markings, and other related work.

This project was previously advertised on August 5, 2014 (Agenda Item 3-42). Bids were opened on August 27, 2014 and Cooley Construction, Inc., of Hesperia, CA, was determined to be the lowest qualified bidder.

The project included the relocation of ten meters and two fire hydrants, which were identified as belonging to the Indio Water Authority; however, just prior to construction, it was discovered that the majority of the water facilities needing relocation were owned by a small neighborhood water company, Carver Tract Mutual Water Corporation. The Notice to Proceed with construction was not issued to Cooley Construction, Inc. due to the need to prepare an agreement for the relocation of Carver Tract Mutual Water Corporation water facilities.

On April 1, 2015, the letter of agreement with Carver Tract Mutual Water Corporation was signed and the utility relocations were resolved.

On April 10, 2015, Cooley Construction, Inc. requested an additional \$93,620.00 to commence with construction. This amounted to a 22.3% increase over the contract base bid of \$419,283.00, and no changes to the scope of work had been made. Cooley Construction, Inc. also indicated that they had begun other projects and were unable to provide a definite start date.

No construction was done by Cooley Construction, Inc., and Cooley Construction, Inc. has agreed to terminate the contract

A request to terminate the Construction Contract with Cooley Construction, Inc. appears as a separate agenda item.

The City of Indio and City of Coachella were invited to participate in the resurfacing of their half of the street but declined.

Funding letters of Agreement with Indio Water Authority and Carver Tract Mutual Water Corporation to relocated water facilities within the project have been signed.

The submitted plans and specifications have been approved as to form by County Counsel, and environmental clearance is complete.

Project Numbers: C1-0613 and C4-0049

**Impact on Residents and Businesses**

The proposed improvements will improve pedestrian safety and provide an ADA compliant path for all pedestrians, students, and parents.

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FORM 11:** Approval of the Plans and Specifications for the Van Buren Street Reconstruction and Sidewalk Project, Adjacent to the City of Indio. 4<sup>th</sup> District (Clerk to Advertise); [\$480,000]; State Funds 28%, Local Funds 72%

**DATE:** October 16, 2015

**PAGE:** 3 of 3

The work is scheduled to begin in spring 2016. The work will be phased to keep the road open during construction and will take approximately two months to complete. The Contractor will be required to coordinate the construction with the City of Indio, City of Coachella, Desert Sands Unified School District, and the Postmaster for mail delivery.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The construction contract is estimated to cost approximately \$480,000. Construction is expected to finish in FY 2015/2016 and is funded with Gas Tax (ABX8-9 Mar 2010 New HUTA), SB 821 Local Transportation funds, and additional funding by Indio Water Authority and Carver Tract Mutual Water Corporation for water facility relocations. There are no General funds used in this project.

**Contract History and Price Reasonableness**

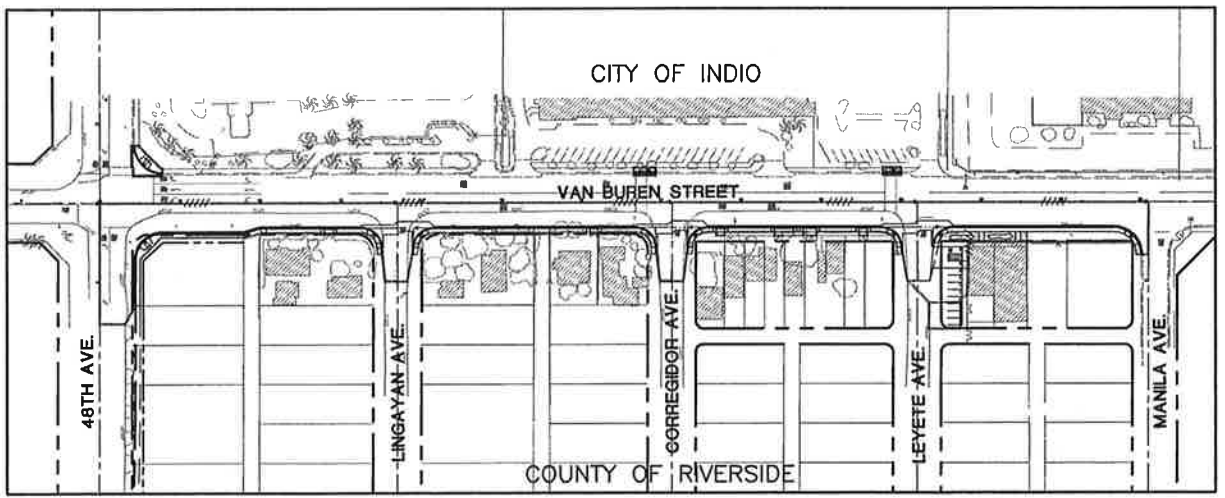
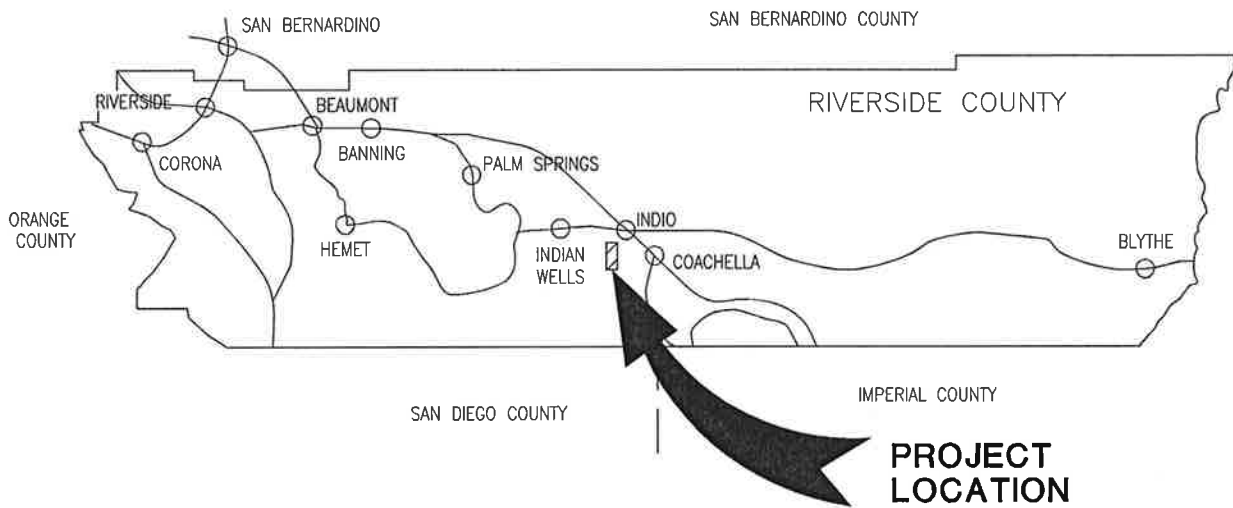
N/A

**ATTACHMENTS:**

- Vicinity Map
- Notice to Bidders
- Letters of Agreement

C O U N T Y O F R I V E R S I D E  
T R A N S P O R T A T I O N D E P A R T M E N T

VAN BUREN STREET  
STREET RECONSTRUCTION AND SIDEWALK PROJECT  
48TH AVENUE TO MANILA AVENUE  
ADJACENT TO THE CITY OF INDIO  
PROJECT No. C1-0613, C4-0049



VAN BUREN STREET  
VICINITY MAP

PROJECT LENGTH = 1,300 LF.  
TOWNSHIP 7S, SECTION 35 RANGE 23E.  
2009 THOMAS GUIDE PG 5590

## Notice to Bidders

County of Riverside, herein called Owner, invites sealed proposals for:

**Van Buren Street**  
**Street Reconstruction and Sidewalk Project**  
**48th Avenue to Manila Avenue**  
**Adjacent to the City of Indio**  
**Project No. C1-0613 and C4-0049**

Bid shall be delivered to the County of Riverside Transportation Department, 14<sup>th</sup> Street Annex, 3525 14<sup>th</sup> Street, Riverside, California 92501, telephone (951) 955-6780 not later than 2:00 p.m., on Wednesday, **February 3, 2016** to be promptly opened in public at said address. Each bid shall be in accordance with plans, specifications and other contract documents, dated **October 2015**, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of **\$10.00** per set with 22" x 34" plans, plus mailing costs. No refund. Prospective bidders may preview the plans, specifications and other contract documents at no charge prior to purchase at the above noted location.

Pursuant to Labor Code section 1771.1, any Contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid after March 1, 2015, unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No Contractor or subcontractor may be awarded a contract or perform work on any contract for public work, after April 1, 2015, without proof of current registration with the Department of Industrial Relations pursuant to Labor Code section 1725.5 to perform public works.

The Contractor is required to have a Class "A" license at the time of bid submission.

Engineering Estimate:	\$ 399,000 - \$ 466,000	(Base Bid)
	\$ 18,000 - \$ 21,000	(Alternate Bid Schedule 1)
	\$ 14,400 - \$ 16,800	(Alternate Bid Schedule 2)

Bid Bond	10 %
Performance Bond	100 %
Payment Bond	100 %
Working Days	40 Working Days

Website: <http://rectlma.org/trans/Contractors-Corner/Notices-Inviting-Bids>



**COUNTY OF RIVERSIDE**  
**TRANSPORTATION AND**  
**LAND MANAGEMENT AGENCY**



*Juan C. Perez, P.E., T.E.*  
*Director*

*Patricia Romo, P.E.*  
*Assistant Director*

**Transportation Department**

**March 16, 2015**

**Julian Padilla**  
**President**  
**Carver Tract Mutual Water Corporation**  
**P.O. Box 2466**  
**Indio, CA 92202**

**Re: Letter of Agreement**  
**Relocate and adjust existing facilities**  
**Van Buren Street Reconstruction and Sidewalk Project**  
**Project No. C4-0049 and C1-0613**

**Dear Mr. Padilla:**

**This agreement describes the services to be provided by the County of Riverside ("COUNTY") to Carver Tract Mutual Water Corporation ("CARVER") as part of the above referenced project.**

**The Van Buren Street Reconstruction and Sidewalk Project will widen and construct sidewalk on Van Buren Avenue from 48<sup>th</sup> Avenue to Manila Avenue ("PROJECT"). PROJECT is adjacent to the City of Indio in the unincorporated area of Riverside County. PROJECT will require the adjustment and/or relocation of water facilities ("WORK") owned by CARVER. WORK is the financial responsibility of CARVER. COUNTY has awarded a construction contract to Cooley Construction, Inc. ("CONTRACTOR") for the construction of PROJECT. CARVER has requested COUNTY to perform WORK as part of PROJECT.**

**COUNTY and CARVER agree that, CARVER accepts the Unit Costs and Estimated Quantities as outlined in Exhibit "A," for WORK to be performed by CONTRACTOR. WORK will be financed as described herein.**

The following documents are attached to and made part of this agreement: Exhibit "A," consisting of two (2) pages, and Exhibit "B," consisting of two (2) pages.

Please sign below and return original to Herminio L. Garcia, Utility Coordinator, as acceptance by CARVER. Herminio L. Garcia shall be the primary contact regarding this matter, and may be reached at (951) 955-6856 or [hlgarcia@rctlma.org](mailto:hlgarcia@rctlma.org).

Sincerely,

  
Patricia Romo,  
Assistant Director of Transportation

Agreed to by Owner:

By: Justo Zavala Dated: 4/1/15  
Signature

Name: JUSTO ZAVALA  
(Print)

Title: MEMBER / DIRECTOR

## EXHIBIT "A"

The Van Buren Street Reconstruction and Sidewalk Project will widen and construct sidewalk on Van Buren Street from 48<sup>th</sup> Avenue to Manila Avenue ("PROJECT"). PROJECT is adjacent to the City of Indio in the unincorporated area of Riverside County. PROJECT will require the adjustment and/or relocation of water facilities ("WORK") owned by CARVER. WORK is the financial responsibility of CARVER. COUNTY has awarded a construction contract to Cooley Construction, Inc. ("CONTRACTOR") for the construction of PROJECT

### DESCRIPTION OF WORK

The estimated cost to CARVER is summarized herein. Cost is based on unit cost provided by CONTRACTOR and estimated quantities.

Pursuant to a public works contract between COUNTY and CONTRACTOR, COUNTY shall have CONTRACTOR provide the following work:

<u>ITEMS OF WORK</u>	<u>ESTIMATED QUANTITIES AND UNIT COST</u>
Adjust Water Meter	<u>4</u> Each at <u>\$ 800.00</u>
Relocate and Adjust Water Meter	<u>8</u> Each at <u>\$ 900.00</u>
Relocate Water Meter	<u>1</u> Each at <u>\$ 1,950.00</u>
Relocate Fire Hydrant	<u>1</u> Each at <u>\$ 6,800.00</u>
Adjust Water Valves and Reconstruct Concrete Collars	<u>5</u> Each at <u>\$ 1,100.00</u>

### OWNER'S RESPONSIBILITIES:

CARVER to provide COUNTY with plans, specifications, standards, specific to this WORK. CARVER shall provide engineering support and documents as necessary for COUNTY to perform WORK. CARVER shall comply with the terms of this agreement, and cooperate with COUNTY personnel as required to implement the Work.

### Estimated Cost to CARVER

The Work, as Bid :	<u>\$ 22,050.00</u>
Administrative Cost -	<u>\$ 0</u>
Total :	<u>\$22,050.00</u>

Administrative costs include coordination, Construction Inspection, Construction Survey, administration of contract, and other tasks associated with the administration of the Work.

COUNTY and CARVER agree that administrative cost, shall be waived in order to expedite completion of WORK. COUNTY and CARVER further agree that Administrative Costs do not include negotiations for claims by CONTRACTOR, which costs shall be borne by CARVER.



Payment Terms

COUNTY and CARVER agree that the costs described in Exhibit "A" are Unit Costs and Estimated Quantities. CARVER to provide in writing, approval of award of WORK to CONTRACTOR.

CARVER shall deposit 50% of the total amount under "Estimated Cost to CARVER" per Exhibit "A," within 30 days of signing Letter of Agreement. Upon completion of the work, County shall calculate all final costs for WORK, and shall submit to Owner a final statement of costs. The statement shall set forth the total costs due to COUNTY.

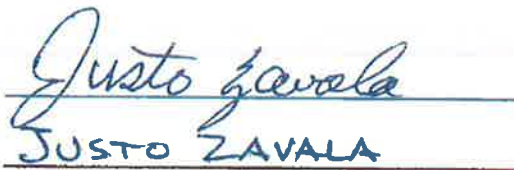
Final payment to COUNTY, shall be made in two (2) installments within two (2) years from the date of final statement. Owner may also make payments monthly, quarterly, or semiannually when final invoice is presented. Contact Heminio L. Garcia, Utilities Coordinator for payment arrangements.

County Approval:



Patricia Romo  
Assistant Director of Transportation  
County of Riverside  
Transportation Department

Owner Approval:



(Name)

MEMBER / DIRECTOR  
(Title)

## EXHIBIT "B"

The Van Buren Street Reconstruction and Sidewalk Project will widen and construct sidewalk on Van Buren Street from 48<sup>th</sup> Avenue to Manila Avenue ("PROJECT"). PROJECT is adjacent to the City of Indio in the unincorporated area of Riverside COUNTY. PROJECT will require the adjustment and/or relocation of water facilities ("WORK") owned by CARVER. WORK is the financial responsibility of CARVER. COUNTY has awarded a construction contract to Cooley Construction, Inc. ("CONTRACTOR") for the construction of PROJECT

### ADDITIONAL TERMS WHICH MAY APPLY TO WORK

The letter agreement (including the exhibits) states all of the obligations between COUNTY and CARVER related to the Work, and supercedes any prior agreements or understandings pertaining to the Work.

COUNTY will administer the WORK pursuant to the terms of this Letter of Agreement and the public works contract between COUNTY and CONTRACTOR. COUNTY will provide overall project construction management. CARVER shall provide oversight, inspection and acceptance for all construction activities related to the WORK for CARVER's facilities.

The WORK will be done by CONTRACTOR in accordance with the standards and specifications of CARVER.

CARVER will fully and promptly cooperate with COUNTY and CONTRACTOR in all matters related to the WORK. If CARVER does not fulfill its obligations related to the WORK, then CARVER may become obligated to COUNTY or CONTRACTOR for additional costs. CARVER shall inspect work of CONTRACTOR, but shall not direct the work of CONTRACTOR. All direction to CONTRACTOR shall be made through and by the COUNTY's Construction Inspector.

Except for minor quantity adjustments and work that is urgently needed for the protection of life or property, any changes to the WORK shall be agreed upon in writing by COUNTY and CARVER.

COUNTY shall require CONTRACTOR to name CARVER as additionally insured with respect to CONTRACTOR's general liability insurance policy. COUNTY's standard general liability coverage limits shall apply to work on CARVER's facilities.

**This Letter of Agreement does not in any way effect CARVER's ownership of the facilities involved in the WORK; and ownership of these facilities and the WORK shall remain with and be with CARVER. This Letter of Agreement does not in any way modify or alter the terms of any other agreements (including but not limited to any encroachment permits or franchise agreements) between COUNTY and CARVER; and it does not in any way modify or alter any other obligations or responsibilities of COUNTY or CARVER. This Letter of Agreement shall not in any way relieve CARVER from its obligations or responsibilities to maintain or repair its facilities (including but not limited to the WORK).**

**CARVER shall hold COUNTY (including its officers, employees, agents and contractors) free and harmless from any liability, damage, claim or action, including wrongful death, based or asserted upon any act or omission of CARVER (including its officers, employees, agents and contractors) related to or in any way connected with the WORK or CARVER's facilities.**

**COUNTY shall not be responsible for the work of CONTRACTOR. COUNTY does not in any way warranty or guarantee the work of CONTRACTOR.**



*Juan C. Perez, P.E., T.E.  
Director of Transportation and  
Land Management*

**COUNTY OF RIVERSIDE**  
**TRANSPORTATION AND**  
**LAND MANAGEMENT AGENCY**



*Patricia Romo, P.E.  
Assistant Director of Transportation*

**Transportation Department**

December 22, 2014

Dan Martinez, Executive Director/City Manager  
Indio Water Authority  
83-101 Avenue 45  
Indio, CA 92201

**Re: Letter Agreement, adjustment/relocation of conflicting utility facilities.  
County of Riverside Public Works Project,  
Van Buren Street, Indio area.  
Project No. C4-0049**

Dear Mr. Martinez:

This letter describes the work to be done by the County of Riverside ("County") for the Indio Water Authority ("Owner") as part of the above referenced project.

The County of Riverside has received bids for a public works project to resurface, widen, and construction of sidewalks on Van Buren Street in the Indio area, which will require the adjustment and relocation of facilities owned by Owner; which work is the financial responsibility of Owner. As requested by Owner, the County has included the work of Owner, hereinafter "the Work", as an alternate schedule of work in County's project.

County and Owner have agreed the low responsible bidder (Cooley Construction, Inc.) for County's public works project, shall perform the Work as financed and described herein.

The following documents are attached to and made part of this letter agreement: Exhibit "A" Description of Work, including an estimate of costs, consisting of two (2) pages, and Exhibit "B" Additional Terms, consisting of two (2) pages. County and Owner agree that designated staff of County and Owner are authorized to execute this agreement.

Please sign below as accepted by Owner and return original to Herminio H. Garcia of the Transportation Department, who shall be the primary contact regarding this matter, and who may be reached at (951) 955-6856.

Sincerely,



Patricia Romo,  
Assistant Director of Transportation

Agreed to by Owner:

By:  Dated: 1-16-15  
Signature

Name: Dan Martinez  
(Print)

Title: CITY MANAGER / IWA EXECUTIVE DIRECTOR

## EXHIBIT "A"

This Exhibit is made part of the letter agreement dated December 22, 2014 between the County of Riverside "County" and the Indio Water Authority ("Owner") related to the public works project of County described as resurface, widen, and construction of sidewalks on Van Buren Street in the Indio area, hereinafter "Project".

### DESCRIPTION OF WORK TO BE DONE FOR OWNER

Pursuant to a public works contract between County and its Contractor, County shall have its Contractor accomplish the following work ("the Work"):

<u>ITEM OF WORK</u>	<u>ESTIMATED QUANTITIES AND UNIT COST</u>
1) Water Valve adjustment to grade with concrete collar.	6 Each at \$1,100.00
2) Water Valve adjustment to grade in dirt area.	7 Each at \$ 800.00
3) Water Meter relocate as directed.	1 Each at \$1,950.00
4) Fire Hydrant relocate as directed.	1 Each at \$5,800.00

### DESCRIPTION OF OWNER'S RESPONSIBILITIES:

Owner shall furnish County with plans, specifications, standards, estimates of quantities and costs, and shall provide other engineering support and documents as necessary for County to include the Work in County's bid documents. Owner shall comply with the terms of this agreement, and cooperate with County personnel as required to implement the Work.

### ESTIMATED COST TO OWNER

The Work, as estimated:	\$ 19,950.00
Administrative Costs - 5%:	\$ 997.50
Total:	\$ 20,947.50

Administrative costs shall include costs for coordination, insertion of Owner's prepared plans, specifications and standards in County bid documents, bidding, preparation of contracts, administration of contract, and other tasks associated with the administration of the Work. County and Owner agree that administrative cost, as set forth herein, shall be final, and that an actual accounting of the costs would be burdensome. County and Owner further agree that administrative costs do not include negotiations for contract change orders and claims resolution, which costs shall be borne separately by Owner.

**PAYMENT TERMS**

County and Owner agree that the costs described in this Exhibit "A" are estimates.

Owner shall deposit 100% of the total amount under "Cost to Owner" as stated in Exhibit "A" within 30 days of this agreement. Upon completion of the work, County shall calculate all final costs incurred to the project, and shall submit to Owner a final statement of costs, which statement shall set forth the total amount of funds due to County or to Owner. Final payment to County or reimbursement to Owner, as appropriate, shall be made within 60 calendar days of date of final statement.

## EXHIBIT "B"

This Exhibit is made part of the letter agreement dated December 22, 2014 between the County of Riverside "County" and Indio Water Authority ("Owner") related to the public works project of County described as the resurface, widen, and construction of sidewalks on Van Buren Street in the Indio area, hereinafter "Project".

This exhibit describes additional terms which apply to the Work.

The letter agreement (including the exhibits) states all of the obligations between County and Owner related to the Work, and supercedes any prior agreements or understandings pertaining to the Work.

County will administer the Work pursuant to the terms of this letter agreement and the public works contract between County and its Contractor. County will provide overall project construction management. Owner shall provide oversight, inspection and acceptance for all construction activities related to the Work for Owner's facilities.

The Work will be done by the County's Contractor in accordance with the standards and specifications of Owner.

Owner will fully and promptly cooperate with County and Contractor in all matters related to the Work. If Owner does not fulfill its obligations related to the Work, then Owner may become obligated to County or Contractor for additional costs. Owner shall inspect work of County's Contractor, but shall not direct the work of County's Contractor. All direction to the County's Contractor shall be made through and by the County's Construction Inspector.

Except for minor quantity adjustments and work that is urgently needed for the protection of life or property, any changes to the Work shall be agreed upon in writing by County and Owner.

County shall require County's Contractor to name Owner as additionally insured with respect to Contractor's general liability insurance policy. County's standard general liability coverage limits shall apply to work on Owner's facilities.



This letter agreement does not in any way effect Owner's ownership of the facilities involved in the Work; and ownership of these facilities and the Work shall remain with and be with the Owner. This letter agreement does not in any way modify or alter the terms of any other agreements (including but not limited to any encroachment permits or franchise agreements) between County and Owner; and it does not in any way modify or alter any other obligations or responsibilities of County or Owner. This letter agreement shall not in any way relieve Owner from its obligations or responsibilities to maintain or repair its facilities (including but not limited to the Work).

Owner shall hold County (including its officers, employees, agents and contractors) free and harmless from any liability, damage, claim or action, including wrongful death, based or asserted upon any act or omission of Owner (including its officers, employees, agents and contractors) related to or in any way connected with the Work or Owner's facilities.

County shall not be responsible for the work of Contractor. County does not in any way warranty or guarantee the work of Contractor.