

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



**ITEM: 13.5
(ID # 26255)**

MEETING DATE:

Tuesday, November 05, 2024

FROM : Regional Parks and Open Space District

SUBJECT: REGIONAL PARKS AND OPEN SPACE DISTRICT: Approve Addendums to Plans and Specifications, Accept the Low Bid, and Award the Contract for the Lake Cahuilla Veterans Regional Park Modernization Project; District 4.[\$9,788,799 Total Project Cost – American Rescue Plan Act (ARPA) Fund 21735 - 100%]

RECOMMENDED MOTION: That the Board of Directors:

1. Approve PKARC-277 Addendums No.1 to the project bid documents issued prior to the Thursday, September 26, 2024, opening;
2. Waive any and all minor irregularities, and accept the low bid submitted by KYA Services, LLC in the sum amount of \$8,909,430;
3. Award the contract for the Lake Cahuilla Veterans Regional Park Modernization Project to KYA Services, LLC of Santa Ana, California, in the amount of \$8,909,430;
4. Approve the Construction Contract and authorize the Chairman of the Board of Directors for the Regional Park and Open-Space District (RivCoParks) to execute the contract documents;
5. Authorize the Purchasing Agent to issue Purchase Orders to KYA Services, LLC for construction services for the duration of the contract in the amount of \$8,909,430;
6. Authorize the attached PKARC-277 Lake Cahuilla Veterans Regional Park Modernization Project budget in the amount of \$9,788,799;
7. Authorize the General Manager, or their Designee, to approve and execute amendments to the Agreement that have been approved as to form by County Counsel, as required to complete the project that do not change the substantive terms of the agreement, or increase compensation more than ten percent (10%); and
8. Direct the Clerk of the Board to return two (2) executed copies of the Agreement to RivCoParks.

ACTION:Policy


Kyle R. Brown, General Manager 10/26/2024

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Jeffries, seconded by Director Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: November 5, 2024
xc: Parks

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 9,788,799	\$ 0	\$ 9,788,799	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: ARPA Fund 21735 – 100%			Budget Adjustment:	NO
			For Fiscal Year:	24/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

By Minute Order 13.5 on August 27th, 2024, the County of Riverside Board of Supervisors authorized Riverside County Regional Park and Open-Space District to advertise for the Lake Cahuilla Veterans Regional Park Modernization Project on August 28 and September 4th, 2024.

Lake Cahuilla Veterans Regional Park is a 710-acre park with expansive lawns and picturesque mountain views. The park is located at the base of the Santa Rosa Mountains, 6 miles southeast of Old Town La Quinta.

With 96 individual and group campsites near the Santa Rosa Mountains, Lake Cahuilla is a natural getaway and features fishing in the 135-acre lake, hiking, and horseback riding on nearby trails. This project will renovate and upgrade the existing restrooms, enhance amenities by adding a new pickleball court, provide updated shade structures and additional seating, restore the pool, and upgrade the landscaping.

During the advertisement period, one addendum was issued to all registered plan holders to supplement the plans and specifications. The addendum is attached as Addendum No.1.

The project includes the following schedules for work:

- Base Bid Schedule: Lake Cahuilla Modernization Project
- Alternate Bid Schedule 1: Builders Risk Insurance

On September 27, 2024, the lowest bidder for this Project, Perera Construction & Design, Inc., requested to formally withdraw their bid on PKARC-277 due to a clerical error that caused the bid to be unreasonably low and submitted evidence of that fact on October 2, 2024. Following review by RivCoParks and legal counsel, the withdrawal request was formally accepted and moved to the second lowest bidder KYA Services – LLC. Therefore, RivCoParks accepts the bid prices submitted by KYA Services-LLC (Contractor) for the Base Bid Schedule and Alternate Bid Schedule 1. The Contractor is qualified to perform the work as outlined in the bid, has executed the contract, and has provided bonds and insurance documents.

Impact on Residents and Businesses

Due to the scope of the Project, RivCoParks will require a partial closure of Lake Cahuilla Veterans Regional Park until completion of the project. The work is scheduled to begin in

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December 2024 and is expected to be completed by Summer 2025. This project will initially and temporarily impact Citizens by removing access to the campgrounds, playgrounds, and surrounding area, however, the Project will enhance the quality of life for Riverside County residents by improving the campground areas, playground areas, amenities for day use, and maintaining access to clean and safe outdoor recreational activities.

Additional Fiscal Information

American Rescue Plan Act (ARPA) funds in the amount of \$5,000,000 were allocated to this project on November 28, 2023, by Minute Order 13.2. On August 27, 2024, the Board of Supervisors also approved an allocation of \$5,500,000 from Fourth District's Second ARPA allocation and \$1,000,000 from the County Department Response ARPA allocation Contingency category for the Lake Cahuilla Modernization Project. Overall, the Lake Cahuilla Veterans Regional Park Modernization Project PKARC-277, a paving project approved by the BOS on May 21, 2024, and the Lake Cahuilla Veterans Regional Park Master Plan were allocated a total of \$11.5 million of ARPA funds. However, due to cost savings in the master plan and the paving project, there is an excess of \$635,487. These funds will be reallocated via a separate board action to the Lawler Lodge ADA & Cabin Updates Project.

Overall, this project has an estimated budget of \$9,788,799 which includes costs for Planning, Specifications, & Estimates (PS&E), Administrative Costs, Construction, Contingency, and Inspection. Details on the Project's proposed budget can be found in the attached Project Budget Attachment.

Contract History and Price Reasonableness

RivCoParks received eight bids on Thursday, September 26, 2024. The base bids ranged from \$7,282,698 to \$11,815,700. Perera Construction & Design, Inc. was the apparent low bidder but has withdrawn their bid due to a clerical error. Consequently, KYA Services – LLC, was selected as the contractor with the lowest responsive and responsible base bid at \$8,380,000 which is approximately \$105,062 (1.3%) above the engineer's cost estimate. KYA Services – LLC also submitted a bid for Alternate Schedule 1 for \$29,430 which was accepted. The contract as presented for award also includes an Owner Controlled Allowance of \$500,000. Collectively, the Base Bid (\$8,380,000), Alternate Schedule 1 (\$28,430), and the Owner Controlled Allowance (\$500,000) result in a total contract award of \$8,909,430.

ATTACHMENTS:

- Project Budget
- PKARC-277 Contract/Bonds/Insurance
- Summary of Bids
- Addendum 1
- Contractors Bid Proposal

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Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 10/22/2024

Douglas Ordóñez Jr.
Douglas Ordóñez Jr. 10/29/2024

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 10/24/2024

AGREEMENT

This agreement is made and entered into on the date of final signature hereto, by and between the **Riverside County Regional Park and Open-Space District ("District") and KYA Services, LLC ("Contractor")** ("Agreement"). The District and the Contractor agree as follows:

The Work: Contractor shall furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

Lake Cahuilla Modernization ("Project" or "Contract" or "Work")

The Work shall be performed and completed as required in the Contract Documents as defined in the General Conditions including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

Classification of Contractor's License: Contractor hereby acknowledges that it currently holds valid Type A, B Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

Time for Completion: It is hereby understood and agreed that the Contractor shall complete the Work within **two hundred eighty-three (283)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not approve an early completion schedule by Contractor. A schedule showing the Work completed in less than the Contract Time indicated in the Contract, shall be considered to have Project Float.

Contract Price: In consideration of the foregoing covenants, promises, and agreements, Contractor offers, in the amounts stated below, to perform the Work according to the Contract Documents. District covenants, promises, and agrees that it will pay and cause to be paid to Contractor in full, and as the Contract Price the following amount(s):

Base Contract Amount including alternate 1 for Builders Risk:

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Dollars Cents

+ Allowance 1 Owner Controlled Allowance as described further on the bid form, plus an allowance of up to 3 days.

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Dollars Cents

= Total Contract Price

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9	0	9
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4	3	0
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0	0
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Dollars Cents

THE ABOVE ALLOWANCES, IF ANY, ARE WITHIN THE CONTRACT PRICE ONLY TO THE EXTENT CONTRACTOR HAS BEEN AUTHORIZED IN WRITING TO PERFORM WORK

NOV 05 2024 13.5

ENCOMPASSED BY THE ALLOWANCE DESCRIPTION, HAS PERFORMED THE WORK AND HAS APPROPRIATELY INVOICED FOR THAT WORK, AND DISTRICT HAS APPROVED CONTRACTOR'S INVOICE. USE OF ALLOWANCE(S) SHALL FOLLOW THE PROCESS AND THE IDENTICAL STRUCTURE AS A CHANGE ORDER. THE UNUSED PORTION OF ALLOWANCE(S) SHALL BE RETAINED BY THE DISTRICT AND MAY BE CLOSED BY A UNILATERAL CHANGE ORDER.

The Base Contract Price and authorized use of allowances shall be paid in lawful money of the United States pursuant to the payment provisions in the General Conditions.

The Contract Documents: The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. All obligations of the District and Contractor are fully set forth and described in the Contract Documents. The Contract Documents are intended to cooperate so that Work called for in one and not mentioned in the other or vice versa is to be performed the same as if mentioned in all Contract Documents.

Interpretation of Contract Documents/Order of Precedence: Questions concerning the intent, precedence, or meaning of the Contract Documents, including the Drawings or Specifications, shall be submitted to the District for interpretation. Inconsistencies in the Contract Documents shall be resolved by giving precedence in the following order:

- (i) District-approved modifications (e.g., Change Orders, Force Account Directives, etc.), beginning with the most recent (if any);
- (ii) Agreement;
- (iii) Special Conditions (if any);
- (iv) Supplemental Conditions (if any);
- (v) General Conditions;
- (vi) Remaining Division 0 documents (Documents beginning with "00");
- (vii) Division 1 Documents (Documents beginning with "01");
- (viii) Division 2 through Division 49 documents (Technical Specifications);
- (ix) Figured dimensions;
- (x) Large-scale drawings;
- (xi) Small-scale drawings.

In case of conflict, the greater quantity and/or higher standard of workmanship shall apply unless the District expressly in writing (e.g., via a Change Order) accepts a lesser quantity or lower quality of workmanship and the Contract Price is adjusted accordingly. The decision of the District in the matter shall be final.

Integration / Modification. The Contract Documents and any documents specifically incorporated by reference are completely integrated as the complete and exclusive statement of the terms of the Agreement. This Agreement supersedes all previous contracts, agreements, and / or communications, both oral and written, and constitutes the entire understanding of the District and Contractor. No extrinsic evidence whatsoever shall be admissible or used to explain or supplement the terms of the Contract, Contract Documents, or any items incorporated by reference. No changes, amendments or alterations shall be effective unless in writing, signed by both Parties, and unless provided otherwise by the Contract Documents.

Completion-Extension of Time: If Contractor fails to complete the Work within the Contract Time, due allowance being made for the contingencies provided for herein, Contractor shall become liable to District for all loss and damage that District may suffer on account thereof. Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that allows for timely completion of Contractor's Work. Contractor shall

be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

Liquidated Damages: Time is of the essence for all Work to be performed. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that District will sustain in the event of and by reason of Contractor's delay; therefore, pursuant to Government Code section 53069.85 and Public Contract Code section 7203, Contractor shall forfeit and pay to District the sums as indicated in the Special Conditions ("**Liquidated Damages**").

Use of Unit Prices and Bid Alternates: The District may, at its sole discretion, increase or decrease the Contract Price by unit prices or alternates contained in Contractor's original bid. If the Bid for the Work included proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect to add any such Alternate Bid Item(s) if the item did not form a basis for award of the Agreement or delete any such Alternate Bid Item(s) if that item formed a basis for award of the Agreement. If the District elects to add or delete an Alternate Bid Item(s) pursuant to the foregoing, the cost or credit for that Alternate Bid Item(s) shall be as set forth in the Contractor's Bid, at the District's discretion. If any Alternate Bid Item is added or deleted from the Work pursuant to the foregoing, the Contract Time shall be adjusted by the number of days allocated for the added or deleted Alternate Bid Item in the Contract Documents; if days are not allocated for any Alternate Bid Item added or deleted pursuant to the foregoing, the Contract Time shall be equitably adjusted.

Insurance and Bonds: Contractor shall provide all required certificates of insurance, and payment and performance bonds.

Performance of Work: If Contractor fails to perform the Work properly or fails to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, cure the deficiencies and deduct the cost thereof from the payment then or thereafter due Contractor.

COVID-19. Contractor is responsible for complying with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety in connection with COVID-19, and/or any similar virus or derivative strain. Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all of these requirements to ensure full compliance on Project Site(s).

Authority of District, Architect, Project Inspector, and County Permitting Entity: Contractor hereby acknowledges that the District, Architect(s), the Project Inspector(s), and the County Permitting Entity as applicable to this Project have authority to approve and/or stop Work if Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. Contractor shall be liable for any delay caused by its non-compliant Work.

Assignment of Contract: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by Contractor without the written approval of District, nor without the written consent of the Surety on Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

Payment of Prevailing Wages: Contractor and all Subcontractors under Contractor shall pay all workers on Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

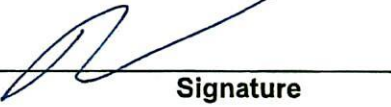

Contractor & Subcontractor Registration: Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including complying with any applicable enforcement by the Department of Industrial Relations.

Authority of Contractor's Representatives: Contractor hereby certifies that the person who executes this Agreement has the authority and power to legally bind the Contractor. Contractor also certifies that the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.

Severability: If any term, covenant, condition, or provision of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

*Signatures are on the next page.
The balance of this page is intentionally left blank.*

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

KYA Services, LLC	Riverside County Regional Park and Open-Space District
_____	_____
Contractor	District
10/1/2024	October 28, 2024
_____	_____
Date	Date
	
_____	_____
Signature	Signature
Jonathan Williams	Kyla Brown
_____	_____
Print Name	Print Name
Chief Operations Officer	General Manager
_____	_____
Print Title	Print Title

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

END OF AGREEMENT

FORM APPROVED COUNTY COUNSEL
BY 
KRISTINE BELL-VALDEZ DATE


KEVIN JEFFRIES

CHAIR, BOARD OF SUPERVISORS

ATTEST:
KIMBERLY A. RECTOR, Clerk
By 
DEPUTY