

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



**ITEM: 13.6**  
(ID # 26272)

**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 Skinner Recreation Area Modernization Project; Approve Allocation of Development Impact Fee Funds to the Riverside County Regional Park and Open-Space District for Western Regional Park Facilities Expansions; District 3 [\$8,306,429 Total Project Cost – ARP Act Coronavirus Relief Fund 21735 76%; Western Riverside County Regional Park Facilities Development Impact Fee (DIF) Fund 30528 12%; Park Acq & Dev, District Fund 33100 12%]

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

1. Approve PKARC-275 Addendum No.1, Addendum No.2, and Addendum No.3, to the project bid documents issued prior to the Wednesday, October 2, 2024, opening;

Continued on Page 2

**ACTION:Policy**

  
Kyla R. Brown, General Manager 10/20/2024

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**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, E.O.

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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

2. Waive any and all minor irregularities, and accept the low bid submitted by Spec Construction Co Inc., in the sum amount of \$6,863,500;
3. Award the contract for the Lake Skinner Recreation Area Modernization Project to Spec Construction Co Inc., of Ontario, California, in the amount of \$6,863,500 and authorize the Chairman of the Board of Directors for the Regional Park and Open-Space District (RivCoParks) to execute the contract documents;
4. Authorize the Purchasing Agent to issue Purchase Orders to Spec Construction Co Inc., for construction services for the duration of the contract in the amount of \$6,863,500;
5. Authorize the attached PKARC-275 Lake Skinner Recreation Area Modernization Project Budget in the amount of \$8,306,429;
6. Authorize the allocation and use of up to \$1,006,429 of Development Impact Fees (DIF) Western Riverside County Regional Park Facilities Fund No. 30528 by the Riverside County Regional Park and Open-Space District for costs associated with the Lake Skinner Recreation Area Modernization Project;
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%);
8. Direct the Executive Office to transfer up to \$1,006,429 from DIF Western Riverside County Regional Park Facilities Fund No. 30528, as needed, pursuant to billings received from the Riverside County Regional Park and Open-Space District;
9. Approve and direct the Auditor-Controller's Office to make budget adjustments as shown on Schedule A; and
10. Direct the Clerk of the Board to return two (2) executed copies of the Agreement to RivCoParks.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 8,306,429	\$ 0	\$ 8,306,429	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> ARP Act Coronavirus Relief Fund 21735 76%; Western Riverside County Regional Park Facilities Development Impact Fee (DIF) Fund 30528 12%; Park Acq & Dev, District Fund 33100 12%			<b>Budget Adjustment:</b>	YES
			<b>For Fiscal Year:</b>	24/25

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

**BACKGROUND:**

**Summary**

By Minute Order 13.3 on August 27th, 2024, the County of Riverside Board of Supervisors authorized the Clerk of the Board to advertise for the Lake Skinner Recreation Area Modernization Project on August 28th and September 4th, 2024.

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Lake Skinner Recreation Area (Lake Skinner) provides a variety of outdoor recreation opportunities for western Riverside County including campgrounds, day-use areas, playgrounds, splash pads, two boat launch areas, a fish cleaning facility, a camp store, and storage for recreational vehicles, trailers, and automobiles. This project will upgrade and renovate the existing boat launch ramp and fishing cleaning stations, roadway rehabilitation including ADA improvements, updating signage, and replacing outdated water valves throughout the park.

During the advertisement period, three addendums were issued to all registered plan holders as a supplement to the plans and specifications. The addendums are attached as Addendum No.1, Addendum No.2, and Addendum No.3.

The project includes the following schedules for work:

- Base Bid Schedule: Lake Skinner Recreation Area Modernization Project
- Alternate Bid Schedule 1: Builders Risk Insurance

RivCoParks accepts the bid prices submitted by Spec Construction Co Inc., (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 full closure of Boat Launch 1 at Lake Skinner Recreation Area until completion of the project. Also, the Lake Skinner Recreation Area will be fully closed from January 2025 to February 2025. The work is scheduled to begin in November 2024 and is expected to be completed by Summer 2025. This project will initially and temporarily impact Citizens by temporarily removing access to the boat launch area, playgrounds, campgrounds, and surrounding area, however, the Project will enhance the quality of life for Riverside County residents by improving the campground areas, adding ADA improvements, upgrading roadways for easier transportation, and maintaining access to clean and safe outdoor recreational activities.

**Additional Fiscal Information**

American Rescue Plan Act (ARPA) funds in the amount of \$1,800,000 and in the amount of \$1,500,000 were allocated to this project on October 4, 2022, by Minute Order 13.1. On May 23, 2023, the Board of Supervisors approved the use of \$3,000,000 from the ARPA Economic Recovery/Tourism fund for the Lake Skinner Recreation Boat Launch component of the Project, by Minute Order 13.1. This project is partially funded by the Third District's ARPA allocation. RivCoParks is also requesting an allocation of \$1,006,429 from the DIF Western Riverside County Regional Park Facilities Fund No. 30528 to cover the gap in the Lake Skinner Recreation Area Project. Additionally, this Project will utilize \$1,000,000 from our Park Acq & Dev, District Fund 33100.

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Overall, this project has an estimated budget of \$8,306,429 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 six bids on Wednesday, October 2, 2024. The base bids ranged from \$5,983,500 to \$11,840,000. Spec Construction Co Inc. was selected as the contractor with the lowest responsive and responsible base bid at \$5,983,500 which is approximately \$922,282 (13.3%) below the engineer's cost estimate. Spec Construction Co Inc. also submitted a bid for Alternate Schedule 1 for \$80,000 which was partly accepted. The contract as presented for award also includes an Owner Controlled Allowance of \$800,000. Collectively, the Base Bid (\$5,983,500), Alternate Schedule 1 (\$80,000), and the Owner Controlled Allowance (\$800,000) result in a total contract award of \$6,863,500.

**ATTACHMENTS:**

- Project Budget
- PKARC-275 Contract/Bonds/Insurance
- Summary of Bids
- Addendum 1
- Addendum 2
- Addendum 3
- Contractors Bid Proposal
- Schedule A

  
Melissa Curtis, Deputy Director of Purchasing and Fleet

10/21/2024

  
Douglas Ordóñez Jr.

10/28/2024

  
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 **Spec Construction Co Inc. ("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 Skinner Facility 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 fifty-five (**255**) 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 additive alternate #1 – Builders Risk):**

	6	,		0	6	3	,		5	0	0	.		0	0
Dollars													Cents		

**+ Allowance 1 Owner Controlled Allowance (as further described on the bid form and inclusive of up to 5 calendar days)**

		,	8	0	0	,	0	0	0	.	0	0
Dollars											Cents	

**= Total Contract Maximum Price**

	6	,	8	6	3	,	5	0	0	.	0	0
Dollars											Cents	

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

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

<b>Spec Construction Co Inc.</b>	<b>Riverside County Regional Park and Open-Space District</b>
_____ <b>Contractor</b>	_____ <b>District</b>
10/7/2024	October 28, 2024
_____ <b>Date</b>	_____ <b>Date</b>
	
_____ <b>Signature</b>	_____ <b>Signature</b>
<b>Chaz DeLaFosse</b>	Kyla Brown
_____ <b>Print Name</b>	_____ <b>Print Name</b>
<b>President</b>	General Manager
_____ <b>Print Title</b>	_____ <b>Print Title</b>


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

Riverside County Regional Park and Open-Space District  
v.09.01.22

ATTEST:  
KIMBERLY A. RECTOR, Clerk  
By   
DEPUTY AGREEMENT  
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