

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

805A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
February 16, 2010

SUBJECT: Agreement between the Riverside County Regional Park and Open-Space District and the Riverside County Transportation Department for Santa Ana River Trail Improvements from Highway 71 to the Green River Golf Course.

RECOMMENDED MOTION: That the Board of Supervisors approve and:

1. Authorize the Agreement between the Regional Park and Open Space District (District) and the Riverside County Transportation Department for Bike Lane and Multi-purpose trail improvement services, and;
2. Authorize the chairman to execute same.

BACKGROUND: The agreement sets forth the terms and conditions by which the Riverside County Transportation Department will design and construct Bike Lane and Multi-purpose trail

Juan C. Perez
Director of Transportation

JCP/nn
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$2,500,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11
SOURCE OF FUNDS: California River Parkway Grant Program- Proposition 50 (68%); West County Multipurpose Trail DIF (32%)				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
DATE: 4/13/11
BY: MARSHAL VICTOR

Departmental Concurrence

Dept's Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. 10/5/10, Item 13.2 | District: 2 | Agenda Number:

6/25/05, Items 3.37
& 13.1

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.29

Honorable Board of Supervisors

RE: Agreement between the Riverside County Regional Park and Open-Space District and the Riverside County Transportation Department for Santa Ana River Trail Improvements from Highway 71 to the Green River Golf Course.

February 16, 2010

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improvements along the Santa Ana River from the Prado Basin near Highway 71 to the Green River Golf Course.

The proposed bike and multi-purposed trail improvements include:

- A. West of the River- Multi-purpose Trail/Maintenance Road with a bridge.
- B. East of the River- Bike Trail

By Minute Order dated October 5, 2010 (Agenda item 13.2), the Board of Directors for the Riverside County Regional Park and Open Space District, approved the Agreement between the Riverside County Regional Park and Open-Space District and the Riverside County Transportation Department for Bike Lane and Multi-purpose trail improvement services on the Santa Ana River from the Prado Basin near Highway 71 to the Green River Golf Course. This action authorizes the County and its Transportation Department to approve the agreement.

All cost associated with this project will be funded through existing District Development Impact Fee commitments (M.O. 3.37 and 13.1 on 6/28/2005) and Transportation Enhancement Funds. There is no fiscal impact to the County General Fund as a result of these projects.

Project Work Order Number: C1-0642.

AGREEMENT BY AND BETWEEN
RIVERSIDE COUNTY TRANSPORTATION and LAND MANAGEMENT AGENCY
TRANSPORTATION DEPARTMENT
AND
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT
For
BIKE LANE and MUTLI-PURPOSE TRAIL IMPROVEMENT SERVICES
On the
SANTA ANA RIVER TRAIL between NORTH OF GREEN RIVER GOLF COURSE AND PRADO BASIN

This Agreement entered into this _____ day of _____, 2010, by and between the Riverside County Transportation and Land Management Agency, Transportation Department, (hereinafter "AGENCY"), and the Riverside County Regional Park and Open-Space District, (hereinafter "DISTRICT") for the provision of certain bike lane and multi-purpose trail improvements on Santa Ana River Trail between Green River Golf Course at the Orange County Line and Prado Basin (hereinafter "PROJECT") located within the jurisdictional boundaries of the County of Riverside.

RECITALS

- A. DISTRICT and AGENCY have determined that there is great need for bike lane and multi-purpose trail improvements as part of the completion of Santa Ana River Trail through Riverside (see Exhibit A - Vicinity Map).
- B. DISTRICT has initiated the project development process to cause the construction of the PROJECT improvements.
- C. DISTRICT desires to have the AGENCY provide administrative, technical, managerial and support services necessary to design and construct PROJECT.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

SECTION 1 • DISTRICT AGREES:

1. To pay one hundred percent (100%) of the cost of the preparation of plans, specifications and estimates (PS&E), preparation of an environmental document (ED) and obtaining environmental clearance, providing utility coordination and relocation of impacted utilities, advertising, awarding and administering a public works construction contract necessary to construct PROJECT improvements that are located within the jurisdictional boundaries of the County. The estimated cost for the improvements are provided in Exhibit "B" attached hereto and incorporated herein.
2. That should unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit "B", the parties will negotiate in good faith and amend this AGREEMENT to reflect the revised budget.
3. To pay within thirty (30) days of receipt, all invoices submitted by AGENCY for services rendered in accordance with the AGREEMENT.

4. To pay one hundred percent (100%) of the costs for any utility relocations that are located within the PROJECT boundaries and are not paid for by the respective utility company.
5. To provide, at no cost to AGENCY, oversight of PROJECT such performing site visits or the review of plans, specifications and estimate. Additionally, DISTRICT agrees to provide prompt approvals, as appropriate, of submittals by AGENCY, and to cooperate in the timely processing of PROJECT.
6. To provide a representative to coordinate and assist the AGENCY's Resident Engineer during the construction of PROJECT and to verify facilities are constructed in accordance with the approved PS&E documents as required by this AGREEMENT.

SECTION 2 • AGENCY AGREES:

1. To provide the District with a project schedule for the PROJECT showing the projected time for the entire project from design through construction.
2. To prepare, or cause to be prepared, detailed PS&E documents for the PROJECT and submit to DISTRICT for review and approval at appropriate stages of development. AGENCY shall not solicit construction bids until DISTRICT has approved the PROJECT PS&E documents.
3. To identify and locate all utility facilities within the PROJECT area as part of its PROJECT design responsibility. If any existing public and/or private utility facilities conflict with PROJECT construction, COUNTY shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal. All utility facilities shall be identified on the PROJECT plans and specifications, and conflicting utilities shall be denoted. AGENCY shall require the utility owner and/or its contractors performing the relocation work within AGENCY's right of way to obtain an encroachment permit prior to the performance of said relocation work. AGENCY shall establish prior rights related to utility encroachments into the right-of-way.
In the case that any utility companies are determined to have prior rights, the cost of relocating utilities shall be borne by the DISTRICT.
4. To prepare an environmental document and to obtain necessary environmental clearances in accordance with the California Environmental Quality ACT (CEQA) National Environmental Protection Act (NEPA).
5. To make written application to any agency for encroachment permit(s) authorizing entry into the right of way for the purposes of constructing PROJECT (if required).
6. To advertise, award and administer a public works contract for the construction of PROJECT in accordance with the local Agency Public Contract Code and the California Labor Code.
7. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT. The Resident Engineer shall be a Licensed Civil Engineer. The Resident Engineer shall be independent of the construction contractor.
8. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of as-built drawings, and other inspection and staff services necessary to assure that the construction is performed in accordance with the PS&E documents.

9. To construct PROJECT in accordance with approved PS&E documents.
10. To submit any contract change order that causes the construction contract to exceed 10% of the contract bid amount to DISTRICT for review and approval prior to final authorization by AGENCY.
11. To furnish DISTRICT billings for project work completed on a monthly basis. Invoices should include all staff, consultant and administrative costs for the thirty (30) day billing period. Invoices shall be submitted to the DISTRICT no later than the twentieth (20) day of the following month.
12. To furnish DISTRICT a complete set of full-sized film positive reproducible as-built plans and all contract records, including survey documents, within sixty (60) days following the completion and acceptance of the PROJECT construction contract.
13. To furnish DISTRICT a final reconciliation of project expenses within forty five (45) days following the completion and acceptance of the PROJECT construction contract. If final costs associated with the PROJECT are less than the estimated cost as shown in the Exhibit "B" AGENCY shall include a reimbursement for the difference with the financial reconciliation.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. The total cost of PROJECT is estimated to be \$2,500,000 as detailed in Exhibit "B".
2. If upon opening of bids for construction of PROJECT the successful bid is not projected to cause the PROJECT to overrun the agreed budget, AGENCY shall be authorized to award contract.
3. If upon opening of bids for construction of PROJECT the successful bid is projected to cause the PROJECT to overrun the agreed budget, DISTRICT and AGENCY shall endeavor to agree upon an alternative course of action. If after thirty (30) calendar days from the date of bid opening, an alternative course of action is not agreed upon, this agreement shall be deemed to be terminated by mutual consent. If the agreement is terminated per this provision, DISTRICT shall be obligated to reimburse AGENCY for services rendered on proposed PROJECT to the date of termination.
4. Construction by AGENCY of improvements within DISTRICT's rights of way shall not be commenced until an Encroachment Permit to AGENCY, or AGENCY's contractor, authorizing such work has been issued.
5. AGENCY shall cause its contractor to provide and maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be required which name the DISTRICT, its officers, agents and employees as additionally insured. AGENCY shall also require its contractor to maintain Worker's Compensation Insurance. AGENCY shall provide Certificates of Insurance and Additional Insured Endorsements, which meet the requirements of this section to DISTRICT prior to the start of construction.
6. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will automatically be vested with the jurisdiction for which the improvements reside and no further agreement will be necessary to transfer ownership upon completion of PROJECT.
7. AGENCY shall not be responsible for any maintenance of the improvements provided by PROJECT.

8. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by both parties and no oral understanding or agreement not incorporated herein shall be binding on either party hereto.
9. AGENCY and DISTRICT shall retain or cause to be retained for audit for a period of Three (3) years from the date of final payment, all records and accounts relating to PROJECT.
10. Neither AGENCY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction delegated to DISTRICT under this AGREEMENT. It is further agreed that pursuant to Government Code Section 895.4, DISTRICT shall fully indemnify and hold AGENCY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction delegated to DISTRICT under this AGREEMENT.
11. Neither DISTRICT nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by AGENCY under or in connection with any work, authority or jurisdiction delegated to AGENCY under this AGREEMENT. It is further agreed that pursuant to Government Code Section 895.4, AGENCY shall fully indemnify and hold DISTRICT harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AGENCY under or in connection with any work, authority or jurisdiction delegated to AGENCY under this AGREEMENT.
12. This AGREEMENT and the exhibits herein contain the entire agreement between the parties, and is intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this AGREEMENT, is null and void.
13. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this AGREEMENT or affect the legal liability of either party to the AGREEMENT by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.
14. This AGREEMENT may be executed in one or more counterparts and when a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.
15. This AGREEMENT shall terminate upon completion of the project or upon mutual agreement of the parties.
16. Except as provided in Section 12940 of the California Government Code, both parties agree that during performance of the AGREEMENT neither will discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, or sexual orientation in the selection and retention of employees and subcontractors and the procurement of materials and equipment. The parties further agree to comply with the requirements of the American with Disabilities Act in performance of the Agreement."

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1117, Riverside, Ca 92502-1117
Thank you

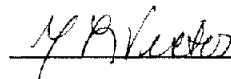
Santa Ana Trail
Green River Golf Course to Prado Basin

Approvals

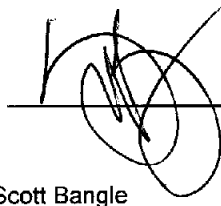
COUNTY Approvals

 Dated: 2/1/11

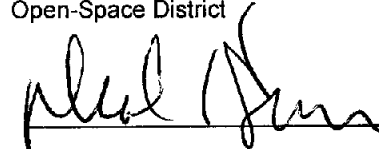
Juan C. Perez
Director of Transportation
Transportation and Land Management Agency

 Dated: 2/23/11
Marsha Victor
Deputy County Counsel


DISTRICT Approvals

 Dated: 10/19/10

Scott Bangle
General Manager
Riverside County Regional Park and
Open-Space District

 Dated: 9/23/10
Neal Kipnis
District Counsel

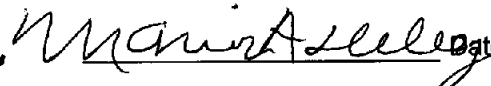
APPROVAL BOARD OF SUPERVISORS

 Dated: _____

Printed Name

Chairman, Riverside County Board of Supervisors

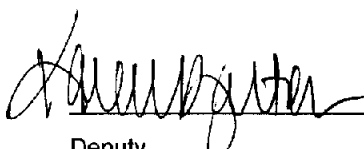
APPROVAL BOARD OF DIRECTORS

 Dated: OCT 05 2010

MARION ASHLEY
Printed Name

Chairman Board of Directors, Riverside County Regional
Park and Open Space District

ATTEST:

 Dated: OCT 05 2010
Deputy
Kecia Harper-Ihem
Clerk to the Board

Clerk of the Board (SEAL)

SANTA ANA RIVER TRAIL
 Prado Basin to Orange County
 PROJECT PARCELS

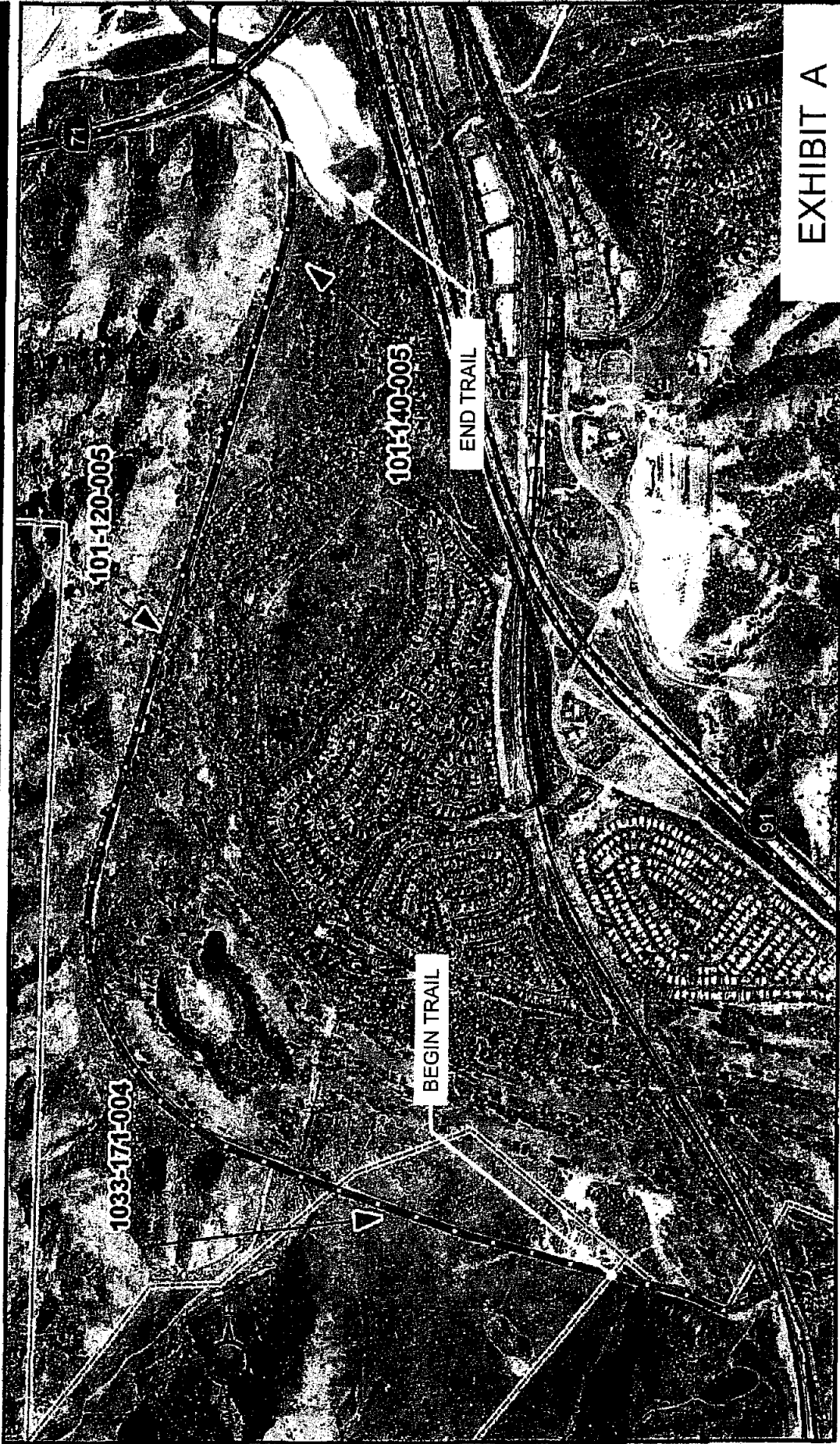
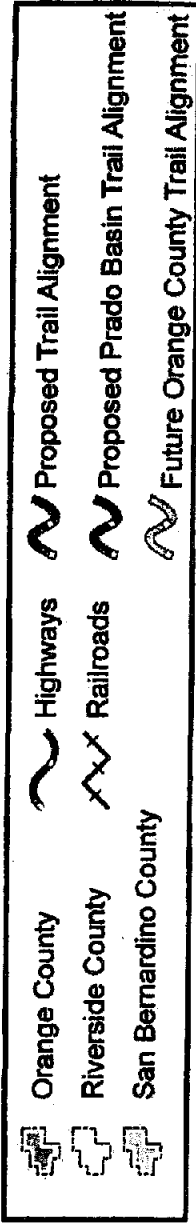
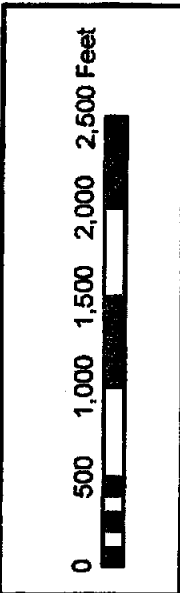


EXHIBIT A



Santa Ana River Trail
Green River Golf Course to Prado Basin
Multi-purpose Trail and Bike Lane

Cooperative Agreement

EXHIBIT B - PROJECT COST ESTIMATE

Santa Ana River Trail

Project Development Activities	TOTAL COST	DISTRICT	AGENCY
1. Preliminary Survey	\$0	\$0	\$0
2. Environmental	\$140,000	\$140,000	\$0
3. Design Plans, Specifications and Estimate (PS&E)	\$190,000	\$190,000	\$0
4. Right of Way	\$0	\$0	\$0
5. Utilities Coordination	\$30,000	\$30,000	\$0
6. Construction (Group 1)	\$1,900,000	\$1,900,000	\$0
7. Construction Survey (Group 1)	\$40,000	\$40,000	\$0
8. Construction Inspection (Group 1)	\$200,000	\$200,000	\$0
Total	\$2,500,000	\$2,500,000	\$0

Notes: