



SUBMITTAL TO THE BOARD OF DIRECTORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



271

FROM: Regional Park & Open-Space District

SUBMITTAL DATE:  
4/6/09

SUBJECT: Design & Construction Agreement between the Regional Park and Open-Space District and County of Riverside TLMA Transportation Department for the Jim Real Street Regional Trail District II

RECOMMENDED MOTION: That the Board ratifies:

- 1) The attached Agreement between the Riverside County Regional Park and Open-Space District (Park District) and the County of Riverside Transportation and Land Management Agency (Transportation Department) for design and construction management services for the construction of the Jim Real Regional Trail; and
- 2) The authorization of the Chairperson to execute the agreement documents on behalf of the Park District.

BACKGROUND: The Park District and Transportation Department have been working together for the last eighteen (18) years to develop the Santa Ana River Trail and critical access regional trails to it within predominately publicly-owned properties located in unincorporated areas of the County. To date, the majority of the work on the trail and access points has been accomplished on the east side of the Santa Ana River. The Jim Real Regional Trail (formally named the Bain Street Trail), a 2.5 mile segment of soft surface multi-purpose equestrian compatible trail, will connect the west side of the Santa Ana River Trail network to unincorporated Mira Loma, a predominantly equestrian community. The attached agreement between the Park District and Transportation Department covers the services for the design and construction of this trail segment. The estimated cost of the project including the Transportation Department's services is \$630,000.

Paul Frandsen, General Manager

687-Design & Construction Agreement Jim Real Regional Trail

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 630,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	08 /09

<b>SOURCE OF FUNDS:</b> West Regional Trails Development Impact Fees	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:   
Alex Gann

County Executive Office Signature

Policy

Consent

Dept's Recomm.:  
Per Exec. Ofc.:

STANVOR -0 BW 1:10

REC'D REGIONAL PARK DISTRICT

Prev. Agn. Ref.: 3/3/09 3.31, 3.76 of 7/31/07

District: II

Agenda Number:

13.2

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL BY: DATE: 4/6/09  
Departmental Concurrence

**SUBJECT:** Design & Construction Agreement between the Regional Park and Open-Space District and County of Riverside TLMA Transportation Department for the Jim Real Street Regional Trail - District II

The project is on the Park District's Development Impact Fees "Needs List" and funded through this program. It has been approved as to legal form by County Counsel.

This Agreement was approved by the Board of Supervisors on March 3, 2009, M.O. 3.31, and now the Board of Directors of the Park District is requested to approve the Agreement.

WHEN DOCUMENT IS FULLY EXECUTED RETURN

**Bain Street Multi-Purpose Trail**

**CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

**AGREEMENT BY AND BETWEEN**

**RIVERSIDE COUNTY FOR TRANSPORTATION DEPARTMENT**

**AND**

**RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT**

**for MUTLI-PURPOSE TRAIL IMPROVEMENT SERVICES**

**on BAIN STREET between LIMONITE AVENUE TO GALENA STREET**

This Agreement entered into this 3<sup>RD</sup> day of MARCH, 2009, by and between the Riverside County for Transportation Department, (hereinafter "COUNTY"), and the Riverside County Regional Park and Open-Space District, (hereinafter "DISTRICT") for the provision of certain multi-purpose trail improvements on Bain Street (hereinafter "PROJECT") located within the jurisdictional boundaries of the County of Riverside.

**RECITALS**

- A. DISTRICT and COUNTY have determined that there is great need for multi-purpose trail improvements on Bain Street between Limonite Avenue and Galena Street ( 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 COUNTY 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.

- 1 3. To pay within 30 days of receipt all invoices submitted by COUNTY for services rendered in accordance with  
2 the AGREEMENT.
- 3 4. To pay one hundred percent (100%) of the costs for any utility relocations that are located within the  
4 PROJECT boundaries and are not paid for by the respective utility company.
- 5 5. To enter into a separate Licensing Agreement with the Riverside County Flood Control and Water  
6 Conservation District to address responsibility pertaining to the development, operation, and maintenance of  
7 the PROJECT.
- 8 6. To provide, at no cost to COUNTY, oversight of PROJECT such performing *site visits or the review of plans,*  
9 specifications and estimate. Additionally, DISTRICT agrees to provide prompt approvals, as appropriate, of  
10 submittals by COUNTY, and to cooperate in the timely processing of PROJECT.
- 11 7. To provide a representative to coordinate and assist the COUNTY's Resident Engineer during the  
12 construction of PROJECT and to verify facilities are constructed in accordance with the approved PS&E  
13 documents as required by this AGREEMENT.

14 **SECTION 2 • COUNTY AGREES:**

- 15 1. To prepare, or cause to be prepared, detailed PS&E documents for the PROJECT and submit to DISTRICT  
16 for review and approval at appropriate stages of development.  
17 COUNTY shall not solicit construction bids until DISTRICT has approved the PROJECT PS&E documents.
- 18 2. To identify and locate all utility facilities within the PROJECT area as part of its PROJECT design  
19 responsibility. If any existing public and/or private utility facilities conflict with PROJECT construction,  
20 COUNTY shall make all necessary arrangements with the owners of such facilities for their protection,  
21 relocation, or removal. All utility facilities shall be identified on the PROJECT plans and specifications, and  
22 conflicting utilities shall be denoted. COUNTY shall require the utility owner and/or its contractors performing  
23 the relocation work within COUNTY's right of way to obtain an encroachment permit prior to the performance  
24 of said relocation work. COUNTY shall establish prior rights related to utility encroachments into the right-of-  
25 way. In the case that any utility companies are determined to have prior rights, the cost of relocating utilities  
26 shall be borne by the DISTRICT.
- 27 3. To prepare an environmental document and to obtain necessary environmental clearances in accordance  
28 with the California Environmental Quality ACT (CEQA).
- 29 4. To make written application to the Riverside County Flood Control and Water Conservation District for an

1 encroachment permit authorizing entry into the right of way for the purposes of constructing PROJECT.

2 5. To advertise, award and administer a public works contract for the construction of PROJECT in accordance  
3 with the local Agency Public Contract Code and the California Labor Code.

4 6. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT.  
5 The Resident Engineer shall be a Licensed Civil Engineer. The Resident Engineer shall be independent of the  
6 construction contractor.

7 7. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,  
8 soils and foundation tests, measurement and computation of quantities, testing of construction materials,  
9 checking shop drawings, preparation of estimates and reports, preparation of as-built drawings, and other  
10 inspection and staff services necessary to assure that the construction is performed in accordance with the  
11 PS&E documents.

12 8. To construct PROJECT in accordance with approved PS&E documents.

13 9. To submit any contract change order that causes the construction contract to exceed 10% of the contract bid  
14 amount to DISTRICT for review and approval prior to final authorization by COUNTY.

15 10. To furnish DISTRICT a complete set of full-sized film positive reproducible as-built plans and all contract  
16 records, including survey documents, within sixty (60) days following the completion and acceptance of the  
17 PROJECT construction contract.

18 11. To furnish DISTRICT a final reconciliation of project expenses within ninety (90) days following the completion  
19 and acceptance of the PROJECT construction contract. If final costs associated with the PROJECT are less  
20 than the estimated cost as shown in the Exhibit "B" COUNTY shall include a reimbursement for the difference  
21 with the financial reconciliation.

22 **SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

23 1. The total cost of PROJECT is estimated to be \$630,000 as detailed in Exhibit "B".

24 2. If upon opening of bids for construction of PROJECT and if the successful bid is not projected to cause the  
25 PROJECT to overrun the agreed budget, COUNTY shall be authorized to award contract.

26 3. If upon opening of bids for construction of PROJECT and the successful bid is projected to cause the  
27 PROJECT to overrun the agreed budget, DISTRICT and COUNTY shall endeavor to agree upon an  
28 alternative course of action. If after thirty (30) calendar days from the date of bid opening, an alternative  
29 course of action is not agreed upon, this agreement shall be deemed to be terminated by mutual consent. If

1 the agreement is terminated per this provision, DISTRICT shall be obligated to reimburse COUNTY for  
2 services rendered on proposed PROJECT to the date of termination.

3 5. Construction by COUNTY of improvements referred to herein which lie within Riverside County Flood Control  
4 and Water Conservation District rights of way shall not be commenced until an Encroachment Permit to  
5 COUNTY, or COUNTY's contractor, authorizing such work has been issued.

6 6. COUNTY shall cause its contractor to provide and maintain in force, until completion and acceptance of the  
7 PROJECT construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily  
8 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,  
9 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each  
10 policy shall be required which name the DISTRICT, its officers, agents and employees as additionally insured.  
11 COUNTY shall also require its contractor to maintain Worker's Compensation Insurance. COUNTY shall  
12 provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this  
13 section to DISTRICT prior to the start of construction.

14 7. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will  
15 automatically be vested with the jurisdiction for which the improvements reside and no further agreement will  
16 be necessary to transfer ownership upon completion of PROJECT.

17 8. COUNTY shall not be responsible for any maintenance of the improvements provided by PROJECT.

18 9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by  
19 both parties and no oral understanding or agreement not incorporated herein shall be binding on either party  
20 hereto.

21 10. COUNTY and DISTRICT shall retain or cause to be retained for audit for a period of Three (3) years from the  
22 date of final payment, all records and accounts relating to PROJECT.

23 11. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability  
24 occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any  
25 work, authority or jurisdiction delegated to DISTRICT under this Agreement. It is further agreed that pursuant  
26 to Government Code Section 895.4, DISTRICT shall fully indemnify and hold COUNTY harmless from any  
27 liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything  
28 done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction  
29 delegated to DISTRICT under this Agreement.

- 1 12. Neither DISTRICT nor any officer or employee thereof shall be responsible for any damage or liability  
2 occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any  
3 work, authority or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant  
4 to Government Code Section 895.4, COUNTY shall fully indemnify and hold DISTRICT harmless from any  
5 liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything  
6 done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction  
7 delegated to COUNTY under this Agreement.
- 8 13. This agreement and the exhibits herein contain the entire agreement between the parties, and is intended by  
9 the parties to completely state the agreement in full. Any agreement or representation respecting the matters  
10 dealt with herein or the duties of any party in relation thereto, not expressly set forth in this agreement, is null  
11 and void.
- 12 14. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third  
13 parties not party to this Agreement or affect the legal liability of either party to the Agreement by imposing any  
14 standard of care with respect to the maintenance of roads different from the standard of care imposed by law.
- 15 15. This AGREEMENT may be executed in one or more counterparts and when a counterpart shall have been  
16 signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same  
17 instrument.
- 18 16. This AGREEMENT shall terminate upon completion of the project or upon mutual agreement of the parties.
- 19 17. Except as provided in Section 12940 of the California Government Code, both parties agree that during  
20 performance of the AGREEMENT neither will discriminate on the grounds of race, religious creed, color,  
21 national origin, ancestry, age, physical handicap, medical condition, including the medical condition of  
22 Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, or sexual  
23 orientation in the selection and retention of employees and subcontractors and the procurement of materials  
24 and equipment. The parties further agree to comply with the requirements of the American with Disabilities  
25 Act in performance of the Agreement.”

APPROVALS

COUNTY Approvals

APPROVED AS TO FORM:

 Dated: 2/17/09

PRINTED NAME Juan C. Perez  
Director of Transportation

TITLE \_\_\_\_\_

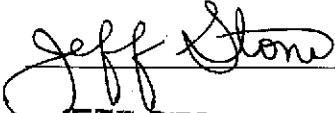
Marsha L. Victor

 Deputy Dated: 2/18/09

Pamela J. Walls

County Counsel

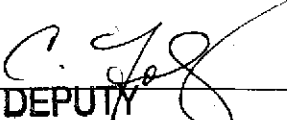
APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: MAR 03 2009

PRINTED NAME JEFF STONE

Chairman, Riverside County Board of Supervisors

ATTEST:

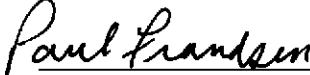
 Dated: MAR 03 2009  
DEPUTY

Nancy Romero

Clerk of the Board (SEAL)

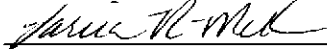
DISTRICT Approvals

APPROVED AS TO FORM:

 Dated: 12/24/08

PRINTED NAME PAUL FRANDSEN

TITLE General Manager

 Dated: 3/23/09

District Counsel

APPROVED BY BOARD OF DIRECTORS:

\_\_\_\_\_ Dated: \_\_\_\_\_

PRINTED NAME MARION ASHLEY

Chairman, Board of Directors Riverside County Regional Parks Open Space District

ATTEST:

\_\_\_\_\_ Dated: \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

EXHIBIT A • LOCATION MAP

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

BAIN STREET

REGIONAL TRAIL  
450' NORTH OF LIMONITE AVENUE  
TO GALENA STREET  
PROJECT NO. B8-0693

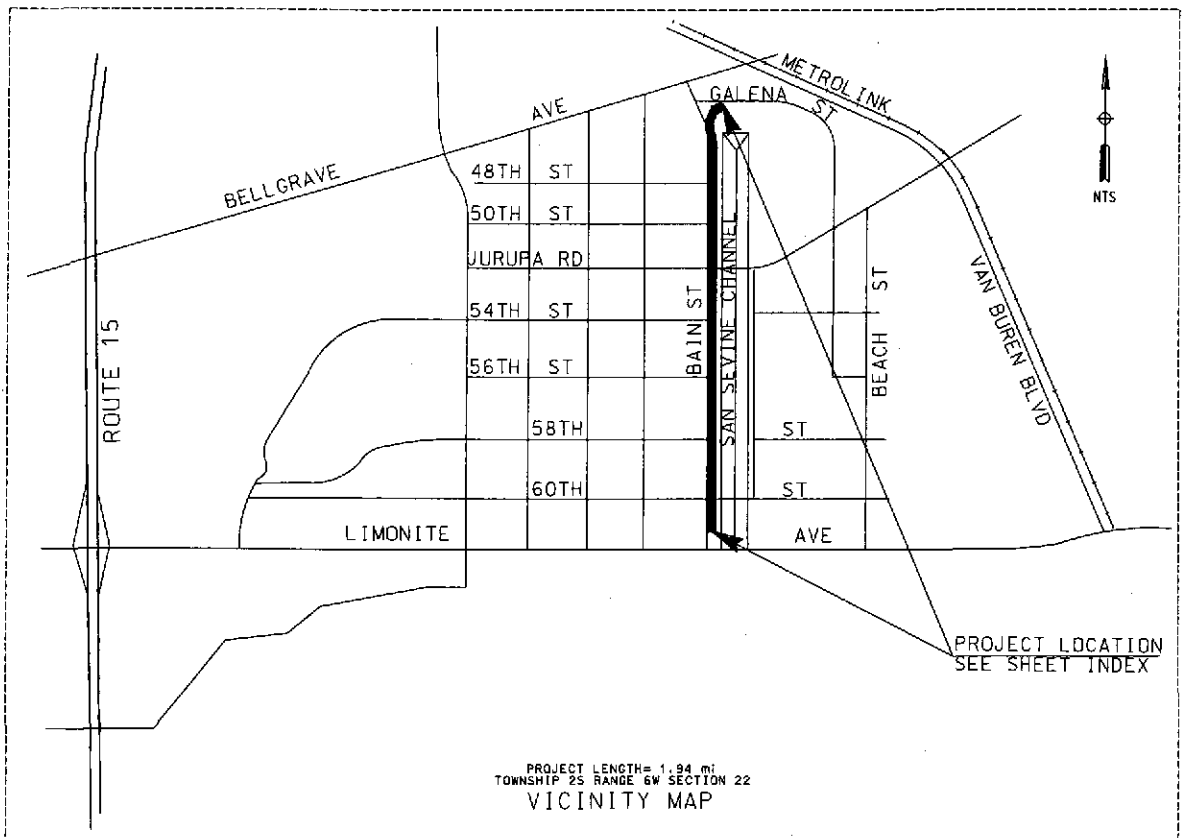


EXHIBIT B • PROJECT COST ESTIMATE

TASK	DISTRICT	COUNTY	TOTAL
Design Engineering, Including Environmental, Utilities, Project Administration, Construction Survey and Construction Engineering	\$ 100,000	\$ 000,000	\$ 100,000
Construction (including 10% contingency)	\$ 530,000	\$ 000,000	\$ 530,000
TOTALS	\$ 630,000	\$ 000,000	\$ 630,000

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