



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

256



FROM: Regional Park & Open-Space District

SUBMITTAL DATE:
5/26/10

SUBJECT: Rancho Jurupa Park Phase 3 Improvement Project – District II

RECOMMENDED MOTION: That the Board approves and:

1. Authorizes the Chair to execute the agreement between the Riverside County Regional Park and Open-Space District (Park District) and Nature Tech Landscaping Inc., Riverside, California, in the amount of \$1,648,000 for the Rancho Jurupa Park Phase 3 Improvement Project; and
2. Authorizes the Memorandum of Understanding (MOU) between the Park District and Economic Development Agency (EDA) for Project Management Services for the Rancho Jurupa Park - Phase 3 Project;
3. Authorizes the Park District General Manager or designee to execute the MOU;
4. Authorizes the Park District General Manager, or designee, to amend the MOU should additional grant funds become available; and
5. Instructs the Clerk of the Board to return four (4) executed copies of the Agreement with Nature Tech Landscaping Inc.

(continued on page 2)

Tracy Novak

785-Rancho Jurupa Park Phase 3 Agreement w/Nature Tech Landscaping & MOU w/EDA for Project Mgmt Services

Tracy Novak Assistant Parks Director for
Scott Bangle, General Manager

FINANCIAL DATA	Current F.Y. Total Cost:	\$1,648,000	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: 2002 Resources Bond Act Roberti-Z'berg-Harris Program (40%), and Redevelopment Agency-Jurupa Valley (60%)

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Alex Gann*
Alex Gann

FORM APPROVED COUNTY COUNSEL
BY: *LARISA R-MCKENNA* DATE: *6/10/10*

Departmental Concurrence

<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Policy
<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Policy

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

Prev. Agn. Ref.: 4/20/10, 13.3

District: II

Agenda Number:

13.1

SUBJECT: Rancho Jurupa Park Phase 3 Improvement Project – District II

BACKGROUND:

On April 20, 2010 (per Board Minute Order 13.3), the Board approved the plans and specifications for the construction of a variety of improvements as part of the Phase 3 Rancho Jurupa Park. The Clerk of the Board advertised for bids. Bids were received and publicly opened by the Clerk on May 19, 2010, with the Clerk receiving eight (8) bids. District staff reviewed the bids, and found the lowest responsive, responsible bidder was submitted by Nature Tech Landscaping Inc., Riverside, California in the amount of \$1,648,000.

Also, the Park District is seeking to construct a variety of improvements at Rancho Jurupa Park. Due to tight funding deadlines and several other projects that will be under construction during the same time, the Park District has asked the Economic Development Agency (EDA) to manage the Rancho Jurupa Park – Phase 3 project. The attached MOU will facilitate the project management.

**COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY
AND
REGIONAL PARK AND OPEN-SPACE DISTRICT**

This **MEMORANDUM OF UNDERSTANDING (MOU)** is entered into between **The Economic Development Agency (EDA)** and the **Regional Park and Open-Space District (DISTRICT)** to define areas of responsibilities concerning the construction of the DISTRICT's Rancho Jurupa Phase III Project.

I. RESPONSIBILITIES OF EDA, DIVISION OF DESIGN AND CONSTRUCTION

1. The EDA Division of Design and Construction will provide project management services to include the following:
 - a. Assign a project manager to carry out all functions as noted below;
 - b. Develop and manage the project budget and schedules;
 - c. Review all payment applications submitted by contractor during the course of the project;
 - d. Manage the inspection process;
 - e. Coordinate with outside agencies where required;
 - g. Provide full project management during the construction including but not limited to change order management, document management, conduct various meetings and manage the writing of meeting minutes, and provide all close-out procedures. No authorization for change orders will be issued without prior approval of the DISTRICT.

2. During the construction processes the assigned project manager will keep the DISTRICT staff advised on all pertinent issues and will prepare, at defined intervals, necessary reports or documents as may be necessary to meet its obligations to the project.

3. Cost for Services will be charged back to the DISTRICT at an hourly rate as currently approved by the Board. Current rates are:

Project Managers (225 hrs. @ \$134.51/Hr).....	\$30,265
Plan Check Fee.....	\$1,500
EDA Inspection Fee.....	\$25,000
Specialty Inspections and Testing.....	\$40,000
Contingency.....	\$10,000
TOTAL.....	\$106,765

Costs for EDA Management services associated with the project are not-to-exceed \$106,765.00, based on the rates and lump sum fees above. Cost for additional projects or phases of construction will be charged separately under their individual budgets and MOUs.

II. RESPONSIBILITIES OF THE DISTRICT

1. It shall be the responsibility of the DISTRICT to provide the necessary funds required to carry out all activities associated with the project's construction.
2. It shall be the responsibility of the DISTRICT to review all requests for change orders and authorize when appropriate.

III. CHARGE-BACK PROCEDURES

Charge-Back will be conducted as follows:

Each month EDA accounting staff must submit a monthly invoice reflecting a detailed accounting of time charges by each staffer and their function to the DISTRICT. Once the DISTRICT has reviewed and approved the invoice, a copy of the invoice that is stamped and signed by the DISTRICT's selected representative, will be returned to EDA for their documentation. A journal entry may then be arranged between EDA accounting and DISTRICT accounting for incurred costs detailed on the approved invoice.

IV. METHOD, TIME, AND SCHEDULE/CONDITION of PAYMENTS

1. If EDA ceases operation for any period, then no payment will apply for that period. The DISTRICT will reimburse EDA for services provided in accordance with the terms and conditions contained herein, in this MOU.
2. EDA shall be paid forty-five (45) days after timesheets and claim form are received or the next accounting period.
3. Upon issuance of the Notice of Completion, EDA will have forty-five (45) days to submit final invoice for services completed. Invoices received after this period will not be paid.

V. **ENTIRE AGREEMENT**

This agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as complete and exclusive statement of the provisions therefore. This agreement supersedes and replaces any and all other prior and contemporaneous agreements and understanding, oral or written, in connection with this Agreement.

This may be changed or modified upon written consent of the parties hereto.

VI. **TERM**

This Agreement shall be effective upon execution and shall continue to issuance of project Notice of Completion unless terminated as provided in this MOU.

EDA acknowledges that this project is on a very tight timeline and that the funding requirements preclude the option of any delays in the work. EDA acknowledges that the District expects the construction activities to be complete by October 31, 2010 and that all paperwork associated with the close-out and issuance of an NOC be completed by November 15, 2010.

VII. **TERMINATION**

This MOU may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event the DISTRICT elects to terminate the MOU, the DISTRICT shall make payment for all services properly performed up to the date that written notice was given in a prorated amount.

VIII. **NOTICE**

Any Notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

Regional Park and Open-Space District
Scott Bangle, General Manager
4600 Crestmore Road
Riverside CA. 92509

Economic Development Agency
Robert Field, Director
3403 10th St. Suite 400
Riverside CA. 92507

Now therefore, in consideration of mutual promises, covenants, and considerations herein contained, the Parties hereto mutually agree that they are authorized to sign this agreement on behalf of their respective departments.

Scott Bangle, General Manager

Robert Field, Director

date: _____

date: _____

FORM APPROVED COUNTY COUNSEL
BY Larisa R-Mckenna 6/9/10
LARISA R-MCKENNA DATE

AGREEMENT

Rancho Jurupa Park Phase 3 Improvement Project
PKARC – 083

This Agreement is entered into at Riverside, California on June 22, 2010, and is between the **Riverside County Regional Park and Open-Space District**, hereafter called "**DISTRICT**" and Nature Tech Landscaping, Inc., Riverside, California, hereinafter called "**CONTRACTOR**".

1. **CONTRACTOR** has submitted to the **DISTRICT** its bid for the **Rancho Jurupa Park Phase 3 Improvement Project**, hereafter called "Project," and all appurtenant work in strict accordance with the Contract Documents identified below and the **DISTRICT** has accepted said bid.

2. **CONTRACTOR** has re-examined and carefully studied its bid and found it to be correct; ascertained that its subcontractors are properly licensed and possess the requisite skill and forces and will enter into agreements containing contractual terms identical to those of this Agreement; examined the site and fully understands all of the Contract Documents; and can do the work in accordance with the Contract Documents for the price set forth in its bid.

3. Contract Documents: The entire contract consists of the following: (a) this Agreement; (b) the Notice Inviting Bids; (c) the Instructions to Bidders; (d) the Bid Form; (e) the Bid Bond; (f) the Payment Bond; (g) the Performance Bond; (h) all applicable State and Federal requirements; (i) the General Provisions; (j) the Special Provisions (Technical Specifications); (k) Plans and Drawings; (l) any addenda issued for the project; (m) any change orders issued for the project; (n) any additional or supplemental specifications or drawings issued in accordance with the provisions of the Contract Documents; (o) meeting minutes and any field orders. All of these documents are by this reference incorporated herein with like effect as if here set forth in full; and upon the proper issuance of other documents they shall likewise be deemed incorporated.

4. The Work: **CONTRACTOR** shall do all things necessary to accomplish the work described in the Contract Documents; and shall commence work within fifteen (15) calendar days after receipt of a Notice to Proceed and shall complete the work within one hundred twenty (120) calendar days after its receipt of said Notice.

5. Compensation:

CONTRACTOR shall be paid the following total amount, in the manner set forth in the Contract Documents, the lump sum of:

\$1, 648,000 (One Million Six Hundred Forty-Eight Thousand and 0/100)

The parties have executed this Agreement as of the date set forth on Page 1 of this Agreement.

CONTRACTOR:

COMPANY NAME: Nature Tech Landscaping, Inc

BY: [Signature]

NAME: Jeff Sigler

TITLE: President

OWNER:

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

BY: _____
Marion Ashley
Chairperson, District Board of Directors

ATTEST:

CLERK OF THE BOARD
Kecia Harper-Ihem

BY: _____