

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



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
September 14, 2010

**SUBJECT:** Agreement between the Riverside County Regional Park and Open-Space District (District) and Riverside County Transportation Department (County) for Pavement Rehabilitation on the Entry Drive at Lake Skinner Recreation Area.

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

1. Approve the Agreement between the Riverside County Transportation Department and the Riverside County Regional Park and Open Space District, and;
2. Authorize the chairman to execute same.

**BACKGROUND:** The agreement sets forth the terms and conditions by which the County will design, bid and administer a construction contract for the pavement rehabilitation improvements for the entry drive within the Lake Skinner Recreation Area within the District and the County's

\_\_\_\_\_  
Juan C. Perez  
Director of Transportation

JCP/nn  
(Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$250,000	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
<b>SOURCE OF FUNDS:</b> Riverside County Regional Park and Open-Space District (100%)			<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
			<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

APPROVE

BY:   
Tina Grande

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
DATE: 9/11/10  
BY: N. S. Keenan  
MARSHAL L. VICTOR

Departmental Concurrence

Policy  Policy

Consent  Consent

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

Prev. Agn. Ref.

District: 3

Agenda Number:

**3.29**

Honorable Board of Supervisors

RE: Agreement between the Riverside County Regional Park and Open Space District (District) and Riverside County Transportation Department (County) for Pavement Rehabilitation on the Entry Drive at Lake Skinner Recreation Area.

September 14, 2010

Page 2 of 2

right of way. The proposed improvements consist of pavement rehabilitation on the Lake Skinner Recreation Area Entry Drive between Borel Road/Warren Road and the Park Check Stand/Entry Station. The County will design and construct the proposed improvements and the District will provide 100% of project funding. The total funding amount proposed by this agreement is \$250,000.

This agreement is also on the District's agenda on this same date and has been approved as to legal form by County Counsel.

Project No: C1-0619B

**AGREEMENT BY AND BETWEEN**  
**RIVERSIDE COUNTY FOR TRANSPORTATION DEPARTMENT**  
**AND**  
**RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT**  
**FOR PAVEMENT REHABILITATION**  
**ON THE ENTRY DRIVE AT LAKE SKINNER RECREATION AREA**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, 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 maintenance and paving renovation improvements on the Lake Skinner Recreation Area Entry Drive (hereinafter "PROJECT") located within the jurisdictional boundaries of the County of Riverside.

**RECITALS**

- A. DISTRICT and COUNTY have determined that there is need for maintenance and paving renovation improvements on the Entry Drive at the DISTRICT's Lake Skinner Recreation Area (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 is 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 30 days of receipt all invoices submitted by COUNTY 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 COUNTY, 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 COUNTY, and to cooperate in the timely processing of PROJECT.
6. To provide a representative to coordinate and assist the COUNTY'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 • COUNTY AGREES:**

1. 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. COUNTY shall not solicit construction bids until DISTRICT has approved the PROJECT PS&E documents.
2. 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. COUNTY shall require the utility owner and/or its contractors performing the relocation work within COUNTY's right of way to obtain an encroachment permit prior to the performance of said relocation work. COUNTY 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.
3. To prepare an environmental document and to obtain necessary environmental clearances in accordance with the California Environmental Quality ACT (CEQA).
4. 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.
5. 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.
6. 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.
7. To construct PROJECT in accordance with approved PS&E documents. 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 COUNTY.
9. 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.

10. To furnish DISTRICT a final reconciliation of project expenses within ninety (90) 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", COUNTY 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 \$250,000 as detailed in Exhibit "B".
2. If upon opening of bids for construction of PROJECT and if the successful bid is not projected to cause the PROJECT to overrun the agreed budget, COUNTY shall be authorized to award contract.
3. If upon opening of bids for construction of PROJECT and the successful bid is projected to cause the PROJECT to overrun the agreed budget, DISTRICT and COUNTY 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 COUNTY for services rendered on proposed PROJECT to the date of termination.
5. Construction by the COUNTY of improvements referred to herein lie within a Riverside County Multi-species Reserve. The COUNTY is aware of the sensitive nature of the area within the PROJECT and will advise and supervise its contractor to ensure protection of the reserve lands.
6. COUNTY 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. COUNTY shall also require its contractor to maintain Worker's Compensation Insurance. COUNTY shall provide Certificates of Insurance and Additional Insured Endorsements, which meet the requirements of this section to DISTRICT prior to the start of construction.
7. 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.
8. COUNTY shall not be responsible for any maintenance of the improvements provided by PROJECT.
9. 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.
10. COUNTY 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.
11. Neither COUNTY 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 COUNTY 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.

12. 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 COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, COUNTY 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 COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
13. 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.
14. 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.
15. 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.
16. This Agreement shall terminate upon completion of the project or upon mutual agreement of the parties.
17. 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."

**Approvals**

**COUNTY Approvals**

**DISTRICT Approvals**



Dated: 8/17/10

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

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

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



Dated: 9/1/10

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

Marsha Victor  
Deputy County Counsel

Larisa McKenna  
District Counsel

**APPROVAL BOARD OF SUPERVISORS**

**APPROVAL BOARD OF DIRECTORS**

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

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

Printed Name

Printed Name

Chairman, Riverside County Board of Supervisors

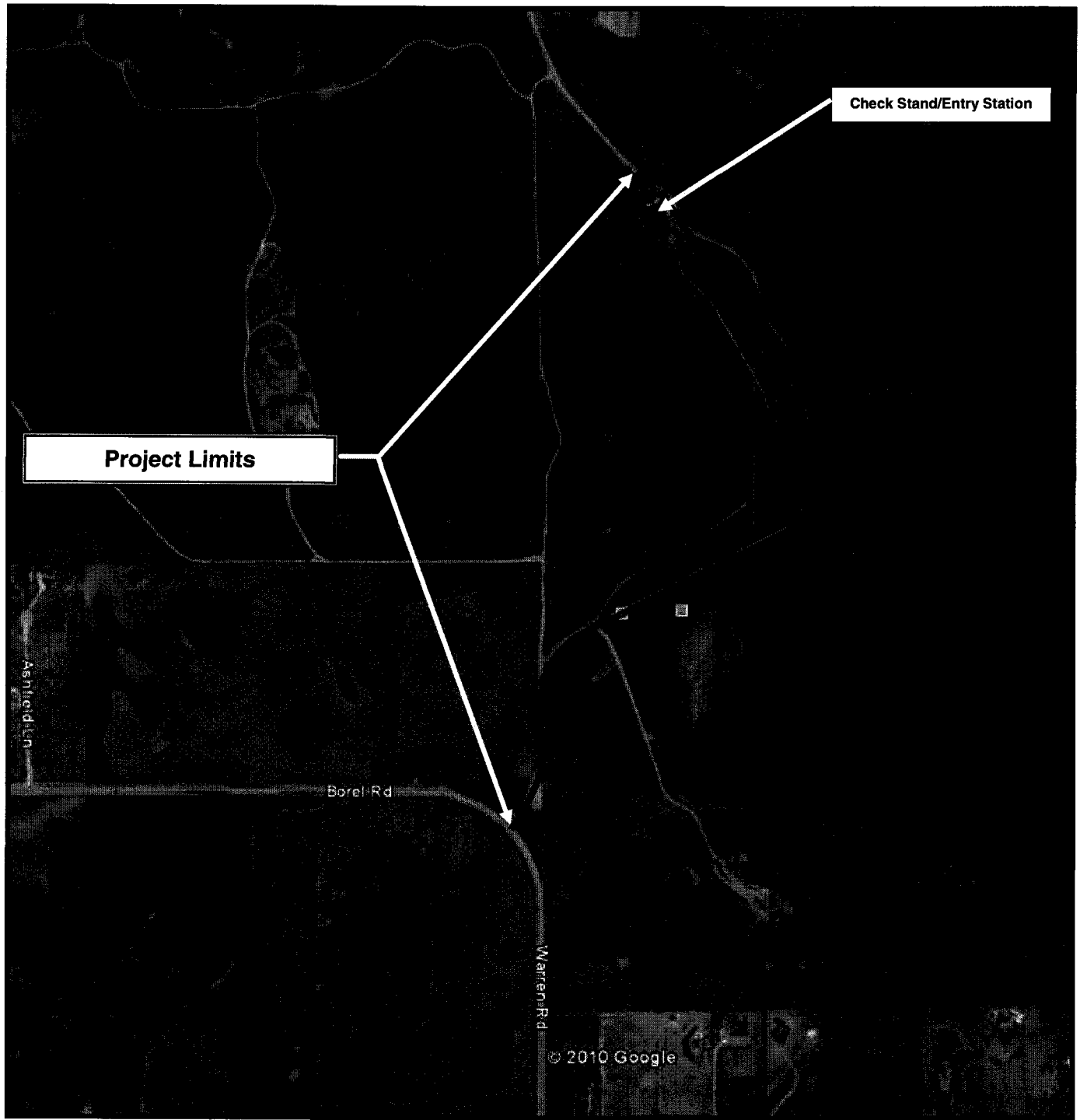
Chairman Board of Directors, Riverside County Regional  
Park and Open Space District

**ATTEST:**

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

Clerk of the Board (SEAL)

Deputy  
Kecia Harper-Ihem  
Clerk to the Board



**Lake Skinner Recreation Area Improvements**  
**Maintenance and Paving Improvement Services**  
**On Entry Drive at Lake Skinner Recreation Area**

No Scale

**Exhibit A**



**Lake Skinner Recreation Area Improvements  
Maintenance and Paving Improvements Services on  
The Entry Drive at Lake Skinner Recreation Area and Others**

Cooperative Agreement

## EXHIBIT B - PROJECT COST ESTIMATE

### Lake Skinner Recreation Area

<b>Project Development Activities</b>	<b>TOTAL COST</b>	<b>AGENCY</b>	<b>RCTD</b>
1. Preliminary Survey	\$0	\$0	\$0
2. Environmental	\$1,000	\$1,000	\$0
3. Design Plans, Specifications and Estimate (PS&E)	\$40,000	\$40,000	\$0
4. Right of Way	\$0	\$0	\$0
5. Utilities Coordination	\$0	\$0	\$0
6. Construction (Group 1)	\$179,000	\$179,000	\$0
7. Construction Survey (Group 1)	\$0	\$0	\$0
8. Construction Inspection (Group 1)	\$30,000	\$30,000	\$0
<b>Total</b>	\$250,000	\$250,000	\$0

Notes: