



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



345

FROM: Regional Park & Open-Space District

SUBMITTAL DATE:

8/11/10

SUBJECT: Agreement between the Riverside County Regional Park and Open-Space District and Transportation and Land Management Agency for Santa Ana River Trail Improvements at Hidden Valley Wildlife Area

RECOMMENDED MOTION: That the Board approves and:

- 1. Authorizes the Agreement between the Regional Park and Open-Space District (District) and the Transportation Department of the Transportation and Land Management Agency (Agency) for trail improvements along the Santa Ana River at the Hidden Valley Wildlife Area;
2. Authorizes the Chairman to execute five (5) copies of the Agreement;
3. Authorizes the General Manager, or designee, to amend the agreement; and
4. Instructs the Clerk of the Board to return four (4) copies of the executed agreement for further processing.

BACKGROUND: On January 9, 2007 by Minute Order 13.3, your honorable Board authorized the construction of a 4.5 mile segment of the Santa Ana River Trail through the District's Hidden Valley Wildlife Area. The "Notice of Completion" for the project was authorized October 2, 2007 by Minute Order 13.6. (continued on page 2)

Scott Bangle, General Manager

801-SART HDV Agreement with RCTD for Trail Improvement

Table with 4 columns: FINANCIAL DATA, Current F.Y. Total Cost, Current F.Y. Net County Cost, Annual Net County Cost, In Current Year Budget, Budget Adjustment, For Fiscal Year. Values include \$3,640,000, \$-0-, \$-0-, Yes, No, 10/11.

SOURCE OF FUNDS: West County Multipurpose Trail DIF (60%); and Transportation Enhancement Funds (40%)

Table with 2 columns: Positions To Be Deleted Per A-30, Requires 4/5 Vote. Both have empty checkboxes.

C.E.O. RECOMMENDATION: APPROVE

BY: Michael R. Shetler
Michael R. Shetler

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL BY: NEAL R. KIPNIS DATE 8/23/10 ATTACHMENTS FILED WITH THE CLERK OF THE BOARD Departmental Concurrence

Consent Policy checkboxes

Dept's Recomm. Per Exec. Ofc. labels

SUBJECT: Agreement between the Riverside County Regional Park and Open-Space District and Transportation and Land Management Agency for Santa Ana River Trail Improvements at Hidden Valley Wildlife Area

Since its completion, the District has identified four (4) separate, additional projects within the Hidden Valley Wildlife Reserve that will provide improved access to the trail and trail staging areas; plus add trail amenities determined necessary as a result of the original construction project. The Agency will perform the design and construction services for the project and the District will reimburse the Agency for the services provided on a per project basis.

The projects identified, listed in order of priority, are: 1) the paving of the park entry road and staging areas; 2) the reconstruction of an earthen equestrian bridge; 3) the construction of restrooms with accompanying water connections and shade shelters along the trail; and 4) a stress ribbon bridge for bicycle use.

The cost details for these projects are reflected in exhibits C1-C4 of the attached agreement.

All costs associated with this project will be funded through existing Development Impact Fee commitments (M.O. 3.37 and 13.1 on 6/28/05) and Transportation Enhancement Funds. There is no fiscal impact to the County General Fund as a result of these projects.

**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 within the HIDDEN VALLEY WILDLIFE RESERVE**

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 four separate trail related improvements on Santa Ana River Trail within the District's Hidden Valley Wildlife Reserve located at 11401 Arlington Avenue, Riverside, California (hereinafter "PROJECT") located within the jurisdictional boundaries of the County of Riverside.

RECITALS

- A. DISTRICT and AGENCY have determined that there is need for bike land and multi-purpose trail related improvements as part of the completion of Santa Ana River Trail within the Hidden Valley Wildlife Reserve Riverside (Exhibit A). The improvements projects are: 1) the development of a permanent all weather access road and staging parking areas (Exhibit B1); 2) reconstruction of an existing earthen trail crossing for equestrian use (Exhibit B2); 3) construction of two (2) prefabricated restroom facilities, shade shelter and the development of a water source and sewer sources (Exhibit B3); and 4) construction of a stress ribbon bicycle bridge (Exhibit B4).
- B. All anticipated costs related to each project have been estimated independently (Exhibits C1-C4).
- C. DISTRICT has initiated the project development process to cause the construction of the each PROJECT improvements.
- D. DISTRICT desires to have the AGENCY provide administrative, technical, and managerial and support services necessary to design and construct each PROJECT.
- E. Each of the four projects will be financed a, designed and constructed independent of each other and have no bearing on each other's scheduling and/or implementation.

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 and review of plans, specifications and estimates (PS&E), preparation of an environmental document (ED)(if required) and obtaining environmental clearance (if required), 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 each PROJECT improvements are provided in Exhibits "C1-C4" attached hereto and incorporated herein.

2. That should unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit "C1-C4", 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 each PROJECT boundaries and are not paid for by the respective utility company.
5. To provide, at no cost to AGENCY, oversight on each 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 each PROJECT.
6. To provide a representative to coordinate and assist the AGENCY's Resident Engineer during the construction of each 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 each PROJECT showing the projected time for the project from design through construction.
2. To prepare, or cause to be prepared, detailed PS&E documents for the each 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 each PROJECT PS&E documents.
3. To identify and locate all utility facilities within the each PROJECT area as part of each PROJECT design responsibility. If any existing public and/or private utility facilities conflict with each PROJECT construction, AGENCY 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 each 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), for each PROJECT if required.
5. To make written application to the any agency for encroachment permit(s) authorizing entry into the right of way for the purposes of constructing each PROJECT (if required).
6. To advertise, award and administer a public works contract for the construction of each 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 each 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 each 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 each 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 each PROJECT construction contract. If final costs associated with each PROJECT are less than the estimated cost as shown in the Exhibit "C 1- C 4" 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 each PROJECT estimate is detailed in Exhibits "C 1- C 4".
2. If upon opening of bids for construction of each PROJECT and if the successful bid is not projected to cause each PROJECT to overrun the agreed budget, AGENCY shall be authorized to award contract.
3. If upon opening of bids for construction of each PROJECT and the successful bid is projected to cause the each 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 each PROJECT to the date of termination.
5. Construction by AGENCY of improvements referred to herein right of way shall not be commenced until an Encroachment Permit to AGENCY, or AGENCY 's contractor, authorizing such work has been issued.
6. AGENCY shall cause its contractor to provide and maintain in force, until completion and acceptance of the each 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.
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 each PROJECT.
 8. AGENCY shall not be responsible for any maintenance of the improvements provided by each 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. 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 each PROJECT.
 11. 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.
 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 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 .
 13. This agreement and the exhibits herein contain the entire AGREEMENT between the parties, and are 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: _____

_____ 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: _____

Neal Kipnis Dated: 9/23/10

Marsha Victor
Deputy County Counsel

Neal Kipnis
District Counsel

APPROVAL BOARD OF SUPERVISORS

APPROVAL BOARD OF DIRECTORS

_____ Dated: _____

_____ Dated: _____

Printed Name

Printed Name

Chairman, Riverside County Board of Supervisors

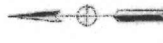
Chairman Board of Directors, Riverside County Regional
Park and Open Space District

ATTEST:

_____ Dated: _____

Clerk of the Board (SEAL)

Deputy
Kecia Harper-Ihem
Clerk to the Board



ER
ND
G AREA

EXHIBIT B1
HIDDEN VALLEY WILDLIFE RESERVE
ALL WEATHER ACCESS ROAD
AND STAGING PARK AREA AND
MULTIPURPOSE TRAIL
COUNTY OF RIVERSIDE
MARCH 2010



EXHIBIT B2

**HIDDEN VALLEY WILDLIFE RESERVE
RECONSTRUCTION OF EXISTING EARTHEN
TRAIL CROSSING FOR EQUESTRIAN USE**

COUNTY OF RIVERSIDE
MARCH 2010



EXHIBIT B3

HIDDEN VALLEY WILDLIFE RESERVE
PREFABRICATED RESTROOM FACILITIES

COUNTY OF RIVERSIDE
MARCH 2010

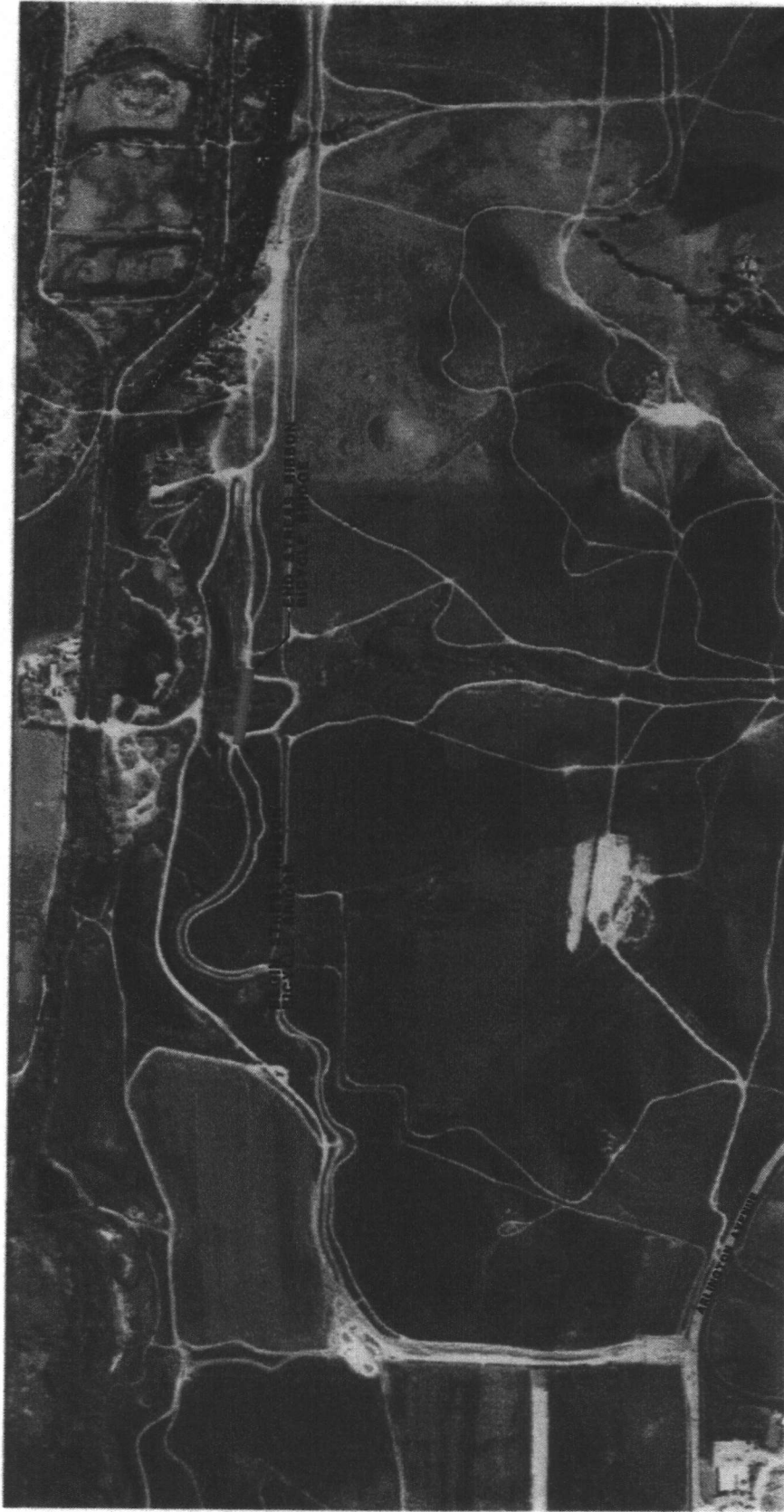


EXHIBIT B4

HIDDEN VALLEY WILDLIFE RESERVE
STRESS RIBBON BICYCLE BRIDGE

COUNTY OF RIVERSIDE
MARCH 2010

**Hidden Valley Wildlife Reserve Improvements including
 Development of a Permanent All weather Access Road and Staging Parking Areas;
 Reconstruction of an Existing Earthen Trail Crossing for Equestrian Use;
 Construction of Two Prefabricated Restrooms Facilities, Shade Shelter and the Development of a Water and
 Sewer Source; Construction of a Stress Ribbon Bicycle Bridge
 and Others**

Cooperative Agreement

EXHIBIT C 1 - PROJECT COST ESTIMATE

Permanent All Weather Access Road and Staging Parking Areas

Project Development Activities	TOTAL COST	DISTRICT	AGENCY
1. Preliminary Survey	\$0	\$0	\$0
2. Environmental	\$20,000	\$20,000	\$0
3. Design Plans, Specifications and Estimate (PS&E)	\$60,000	\$60,000	\$0
4. Right of Way	\$0	\$0	\$0
5. Utilities Coordination	\$0	\$0	\$0
6. Construction (Group 1)	\$1,250,000	\$1,250,000	\$0
7. Construction Survey (Group 1)	\$30,000	\$30,000	\$0
8. Construction Inspection (Group 1)	\$80,000	\$80,000	\$0
Total	\$1,440,000	\$1,440,000	\$0

Notes:

Hidden Valley Wildlife Reserve Improvements including
Development of a Permanent All weather Access Road and Staging Parking Areas;
Reconstruction of an Existing Earthen Trail Crossing for Equestrian Use;
Construction of Two Prefabricated Restrooms Facilities, Shade Shelter and the Development of a Water and
Sewer Source; Construction of a Stress Ribbon Bicycle Bridge
and Others

Cooperative Agreement

EXHIBIT C 2 - PROJECT COST ESTIMATE

Reconstruction of an Existing Earthen Trail Crossing for Equestrian Use

Project Development Activities	TOTAL COST	DISTRICT	AGENCY
1. Preliminary Survey	\$0	\$0	\$0
2. Environmental	\$50,000	\$50,000	\$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)	\$140,000	\$140,000	\$0
7. Construction Survey (Group 1)	\$10,000	\$10,000	\$0
8. Construction Inspection (Group 1)	\$15,000	\$15,000	\$0
Total	\$255,000	\$255,000	\$0

Notes:

**Hidden Valley Wildlife Reserve Improvements including
 Development of a Permanent All weather Access Road and Staging Parking Areas;
 Reconstruction of an Existing Earthen Trail Crossing for Equestrian Use;
 Construction of Two Prefabricated Restrooms Facilities, Shade Shelter and the Development of a Water and
 Sewer Source; Construction of a Stress Ribbon Bicycle Bridge
 and Others**

Cooperative Agreement

EXHIBIT C 3 - PROJECT COST ESTIMATE

**Construction of Two Prefabricated Restroom Facilities, Shade Shelter and Development
 of a Water and Sewer Source.**

Project Development Activities	TOTAL COST	DISTRICT	AGENCY
1. Preliminary Survey	\$0	\$0	\$0
2. Environmental	\$0	\$0	\$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)	\$500,000	\$500,000	\$0
7. Construction Survey (Group 1)	\$10,000	\$10,000	\$0
8. Construction Inspection (Group 1)	\$40,000	\$40,000	\$0
Total	\$590,000	\$590,000	\$0

Notes:

**Hidden Valley Wildlife Reserve Improvements including
 Development of a Permanent All weather Access Road and Staging Parking Areas;
 Reconstruction of an Existing Earthen Trail Crossing for Equestrian Use;
 Construction of Two Prefabricated Restrooms Facilities, Shade Shelter and the Development of a Water and
 Sewer Source; Construction of a Stress Ribbon Bicycle Bridge
 and Others**

Cooperative Agreement

EXHIBIT C 4 - PROJECT COST ESTIMATE

Construction of a Stress Ribbon Bicycle Bridge

Project Development Activities	TOTAL COST	DISTRICT	AGENCY
1. Preliminary Survey	\$0	\$0	\$0
2. Environmental	\$50,000	\$50,000	\$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)	\$1,160,000	\$1,160,000	\$0
7. Construction Survey (Group 1)	\$5,000	\$5,000	\$0
8. Construction Inspection (Group 1)	\$100,000	\$100,000	\$0
Total	\$1,355,000	\$1,355,000	\$0

Notes: