

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



346

FROM: Regional Park & Open-Space District

SUBMITTAL DATE:
8/12/10

SUBJECT: Agreement between the Regional Park and Open-Space District and Transportation and Land Management Agency for Santa Ana River Trail Improvements from Highway 71 to the Green River Golf Course

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 on the Santa Ana River from Highway 71 in Riverside County up to the Orange County line;
2. Authorizes the Chairman to execute five (5) copies of the Agreement;
3. Authorizes the General Manager, or designee, to amend the agreement;
4. Directs the Auditor-Controller to post the FY 2010-11 budget for the new Fund 33170-931126 as shown on Schedule A, attached;
5. Directs the Auditor-Controller to make the budget adjustments as shown on Schedule B, attached;
6. Directs the Auditor-Controller to have the interest posted to Fund 33170-931126 Proposition 50 River Parkways Grant SART; and
7. Instructs the Clerk of the Board to return four (4) copies of the executed Agreement for further processing.

(continued on page 2)

[Signature]

Scott Bangle, General Manager

800-SART Hwy 71 Agreement with RCTD for SARP Environmental, Design & Construction

FINANCIAL DATA	Current F.Y. Total Cost:	\$2,500,000	In Current Year Budget:	NO
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	YES
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	10/11

SOURCE OF FUNDS: California River Parkways 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 checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE.

County Executive Office Signature *Michael P. Shetler* by Mike Shetler

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY *Samuel Wong* 8/27/10
 SAMUEL WONG
 FORM APPROVED COUNTY COUNSEL
 BY *Neal R. Kipnis* 8/23/10
 NEAL R. KIPNIS
 DATE

Departmental Concurrence

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

Prev. Agn. Ref.: 10/17/06, 13.2; 6/28/05 District: Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

13.2

SUBJECT: Agreement between the Regional Park and Open-Space District and Transportation and Land Management Agency for Santa Ana River Trail Improvements from Highway 71 to the Green River Golf Course

BACKGROUND: On October 17, 2006, M.O. 13.2, your honorable Board approved Resolution 2006-4.

This authorized the District to apply for Proposition 50 funds as part of the California River Parkways Grant.

Program for the development of the Santa Ana River Trail from the Highway 71 bridge, crossing the Santa Ana River to the Orange County connection at the Green River Golf Course; a 2.5 mile segment of trail.

The project has been delayed because of State budget issues and alignment concerns due to numerous Federal, State and County agency projects for this segment of the Santa Ana River corridor. However, the majority of the concerns have been resolved.

The Agency is willing to provide the environmental, design and construction services for this work. The District is willing to reimburse the Agency for its services and construction costs based on its fee breakdown for services and estimated cost of construction.

The cost detail for this project is reflected on Exhibit B 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 California River Parkways Grant Funds.

There is no fiscal impact to the County General Fund as a result of this project.

Schedule A

Regional Park & Open-Space District

Fiscal Year 2010/11 Budget

Increase Appropriations:

33170-931126-537100	Interfnd Exp-Plan & Engin Svcs	\$190,000
33170-931126-536780	Interfnd Exp-Capital Projects	1,510,000
	Total	\$1,700,000

Increase Estimated Revenue:

33170-931126-751680	CA – Grant Revenue	\$1,700,000
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Schedule B

Regional Park & Open-Space District

Fiscal Year 2010/11

Increase Appropriations:

33120-931124-523800	Printing	\$2,000
33120-931124-523230	Miscellaneous	1,000
33120-931124-537020	Interfund Exp. – Legal Services	6,000
33120-931124-537120	Interfund Exp. – Prof Special Svs.	11,000
33120-931124-537180	Interfund Exp. – Salary Reimbursement	50,000
33120-931124-537100	Interfund Exp-Plan & Engin Svcs	140,000
33120-931124-536780	Interfund Exp. – Capital Projects	128,063
	Total	\$338,063

Increase Estimated Revenue:

33120-931124-790600	Contributions From Other Co.Funds	\$338,063
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**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 the 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, 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 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 the 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 and if 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 and 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 in 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, 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 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.

Approvals

COUNTY Approvals

DISTRICT Approvals

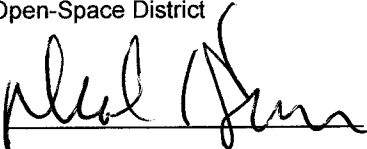
_____ Dated: _____

_____ 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: _____

 Dated: 9/23/10
Neal Kipnis
District Counsel

Marsha Victor
Deputy County 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: _____

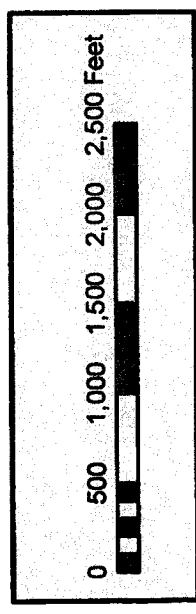
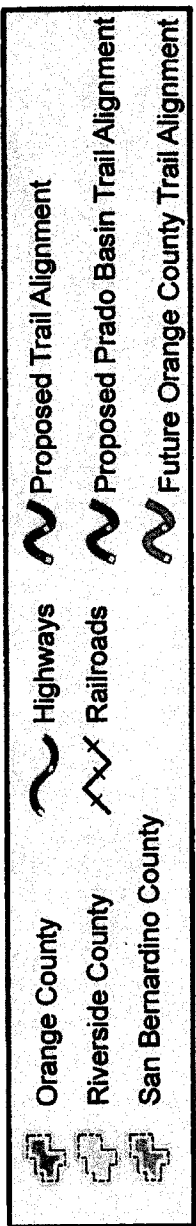
Clerk of the Board (SEAL)

Deputy
Kecia Harper-Ihem
Clerk to the Board

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: