



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

347



**FROM:** Regional Park & Open-Space District

**SUBMITTAL DATE:**  
8/11/10

**SUBJECT:** Agreement between the Regional Park and Open-Space District and  
Transportation and Land Management Agency for Entry Road Pavement  
Rehabilitation at the Lake Skinner Recreation 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 pavement rehabilitation at the Lake Skinner Recreation 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 to the District for further execution.

**BACKGROUND:** The District has scheduled approximately 2.5 miles of the entry drive within Lake Skinner Recreation Area for pavement maintenance and renovation. The District has historically used the Agency's Road Maintenance and Engineering Division to provide these services.  
*(continued on page 2)*

*[Signature]*  
Scott Bangle, General Manager

799-Agreement with RCTD for Road Maint Renov @ SKN.doc

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost: NTE	\$ 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:	10/11

<b>SOURCE OF FUNDS:</b> Park Acquisition and Development Funds (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: *[Signature]*  
Michael R. Shetler

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS  
DATE: 8/11/10  
Departmental Concurrence

Dep't Recomm.:  Consent  Policy   
Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.: | District: III | Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

13.3

**SUBJECT:** Agreement between the Regional Park and Open-Space District and Transportation and Land Management Agency for Entry Road Pavement Rehabilitation at the Lake Skinner Recreation Area

However, recent changes in State legislation limit the District's ability to utilize the Agency's services for this work.

In order to be in compliance with this legislation, the District is required to develop contract documents and seek bids for the work. The Agency is willing to provide the design and construction services for this work. The District will reimburse the Agency for 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 the Park Acquisition and Development Funds. There is no fiscal impact to the County General Fund as a result of this project.

**AGREEMENT BY AND BETWEEN  
RIVERSIDE COUNTY TRANSPORTATION and LAND MANAGEMENT AGENCY  
TRANSPORTATION DEPARTMENT  
AND  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT  
FOR  
PAVEMENT REHABILITATION IMPROVEMENTS  
AT  
LAKE SKINNER RECREATION AREA**

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 pavement rehabilitation improvements at the Lake Skinner Recreation Area Entry Drive (hereinafter "PROJECT") located within the jurisdictional boundaries of the County of Riverside.

**RECITALS**

- A. DISTRICT and AGENCY have determined that there is need for pavement rehabilitation improvements on the Entry Drive at the DISTRICT's Lake Skinner Recreation Area ( see Exhibit "A" – Site 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).
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. 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.
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 \$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, 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 referred to herein lie within a Riverside County Multi-species Reserve. The AGENCY shall be aware of the sensitive nature of the area with the PROJECT advise and supervise its contractor to ensure protection of the reserve lands.
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.

*Lake Skinner Recreation Area  
Pavement Rehabilitation Improvements*

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, 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.
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: 9/27/10

Marsha Victor  
Deputy County Counsel

Neal Kipnis  
District Counsel

**APPROVAL BOARD OF SUPERVISORS**

**APPROVAL BOARD OF DIRECTORS**

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

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

\_\_\_\_\_  
Printed Name  
Chairman,  
Riverside County Board of Supervisors

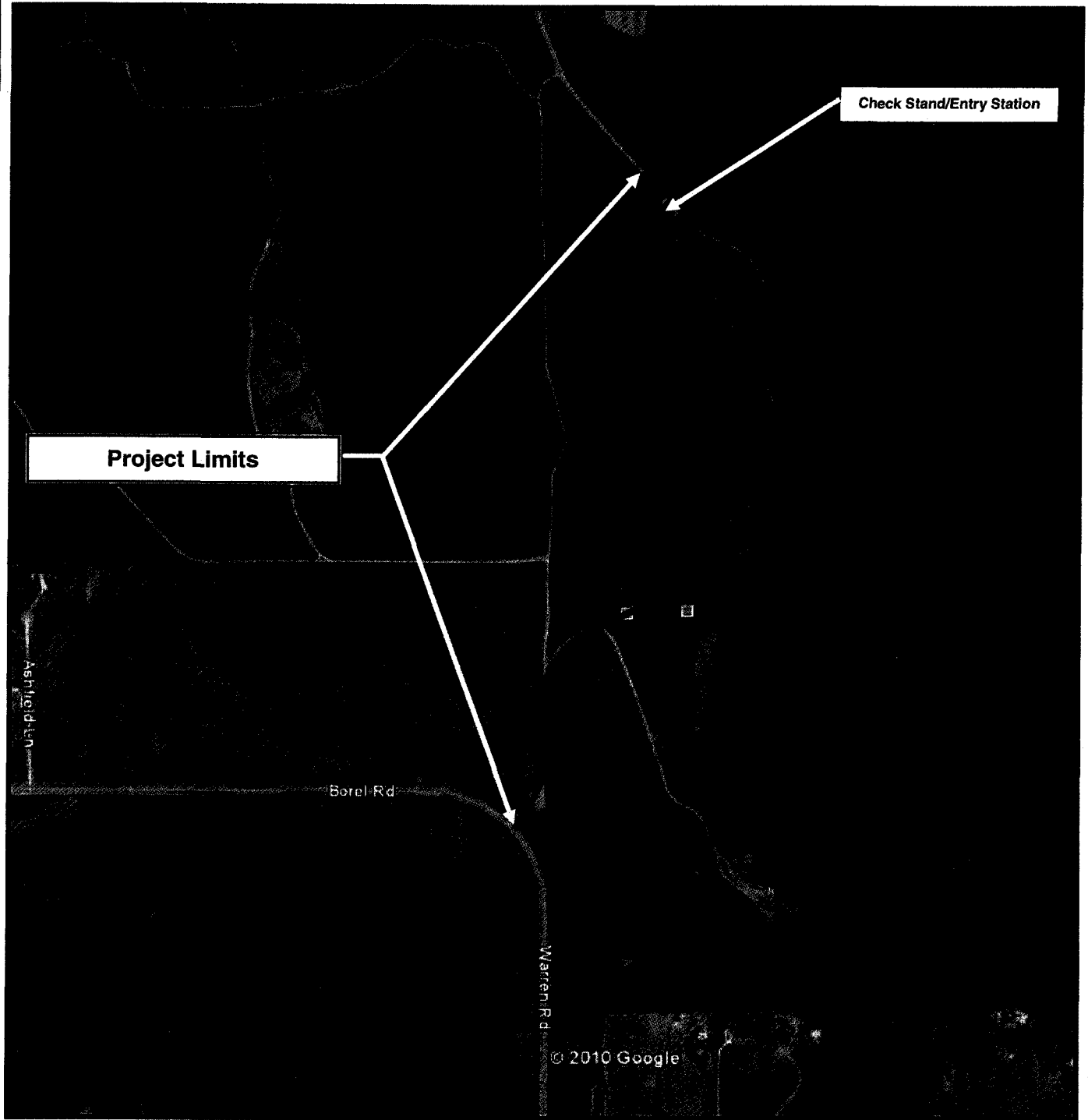
\_\_\_\_\_  
Printed Name  
Chairman, Board of Directors  
Riverside County Regional Park  
and Open Space District

**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**  
**Pavement Rehabilitation of**  
**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>DISTRICT</b>	<b>AGENCY</b>
<b>1. Preliminary Survey</b>	\$0	\$0	\$0
<b>2. Environmental</b>	\$1,000	\$1,000	\$0
<b>3. Design Plans, Specifications and Estimate (PS&amp;E)</b>	\$40,000	\$40,000	\$0
<b>4. Right of Way</b>	\$0	\$0	\$0
<b>5. Utilities Coordination</b>	\$0	\$0	\$0
<b>6. Construction (Group 1)</b>	\$179,000	\$179,000	\$0
<b>7. Construction Survey (Group 1)</b>	\$0	\$0	\$0
<b>8. Construction Inspection (Group 1)</b>	\$30,000	\$30,000	\$0
<b>Total</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$0</b>

Notes: