

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS DATE 10/28/15

Departmental Concurrence

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

724



FROM: TLMA – Transportation Department

SUBMITTAL DATE:

October 6, 2015

SUBJECT: Cooperative Agreement between the County of Riverside and the Riverside County Regional Park and Open Space District for the Crestmore Manor Parking Lot Resurfacing Improvements. 2nd District; [\$50,312]; Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the County of Riverside and the Riverside County Regional Park and Open Space District for the Crestmore Manor Parking Lot Resurfacing Improvements; and
2. Authorize the Chairman of the Board to execute the same.

Patricia Romo
Assistant Director of Transportation

Juan C. Perez
Director of Transportation and Land Management

JCP:jrg:sb

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 50,312	\$ 0	\$ 50,312	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Riverside County Regional Park and Open Space District (100%). There are no General Funds used in this project.

Budget Adjustment: No.

For Fiscal Year: 15/16

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY:

Tina Grande

MINUTES OF THE BOARD OF SUPERVISORS

☐ A-30 ☐ Positions Added ☐ Change Order
☐ 4/5 Vote

Prev. Agn. Ref.: 6/16/15, Item 3-57

District: 2

Agenda Number:

3-12

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Cooperative Agreement between the County of Riverside and the Riverside County Regional Park and Open Space District for the Crestmore Manor Parking Lot Resurfacing Improvements. 2nd District; [\$50,312]; Local Funds 100%
DATE: October 6, 2015
PAGE: 2 of 2

BACKGROUND:

Summary

Riverside County Regional Parks and Open Space District desires to have the County Transportation Department improve the Crestmore Manor parking lot and access drive by application of a seal coat to extend the life of the pavement and improve the overall appearance of the site. The seal coat will cover approximately 10,300 square yards of asphalt pavement. Additional improvements include new striping, pavement markings, and accessible parking pavement markings, and the replacement of a small area of failed asphalt pavement.

The County of Riverside Transportation Department (Transportation Department) included the Crestmore Manor Parking Lot Resurfacing Improvements as Alternate Bid Schedule 2 of the Slurry Seal Project, District 1 and District 3, that was approved for bid on June 16, 2015 (Agenda Item 3-57) by the Board of Supervisors.

The bids were received on July 15, 2015 and Pavement Coating Company of Jurupa Valley was the project low bidder. The Riverside County Regional Parks and Open Space District (Parks District) concurred with bid prices for Alternate Bid Schedule 2 as bid by the low bidder.

County Counsel has approved the agreement as to legal form. A Parks District companion item and the acceptance of the low bid and award of the Slurry Seal Project, including the Crestmore Manor Parking Lot, will appear on the Riverside County Board of Supervisors Agenda on this same date.

Impact on Residents and Businesses

The resurfacing treatment will extend the life of Crestmore Manor parking lot and access drive and improve the overall appearance of the site. The work is scheduled to begin in fall of 2015 and construction will take approximately two months to complete.

SUPPLEMENTAL:

Additional Fiscal Information

The Crestmore Manor parking lot and slurry seal work will be funded by the Riverside County Parks and Open Space District.

Contract History and Price Reasonableness

Six bids were received on July 15, 2015, ranging from \$45,812 to \$68,510. The average of the six bids was \$57,649. The bid from Pavement Coating Company of Jurupa Valley was the lowest of the six bids.

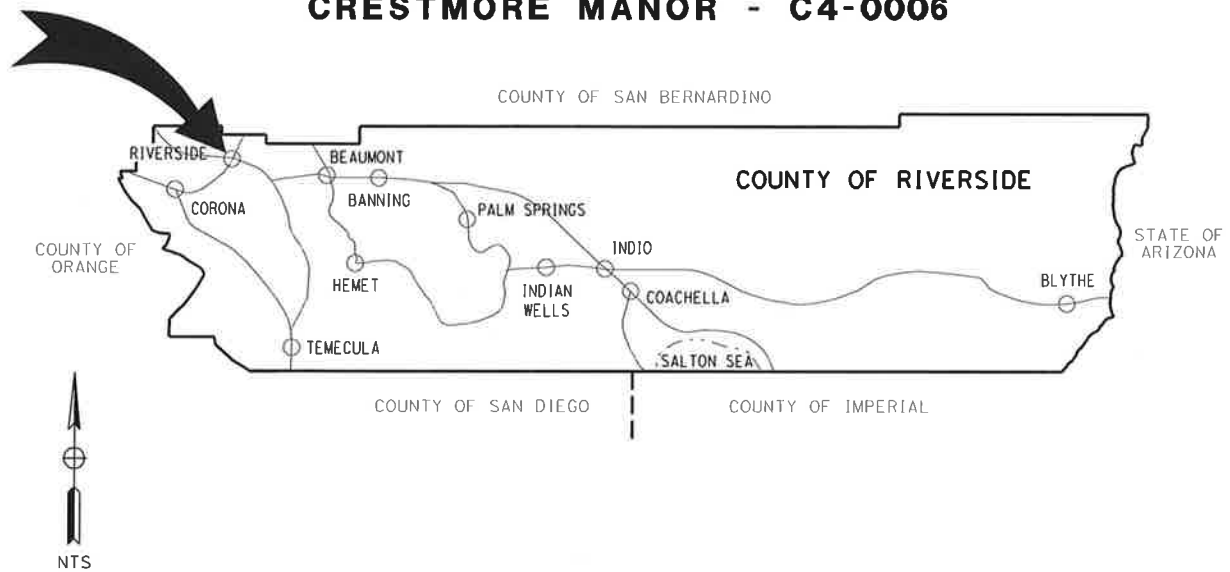
ATTACHEMENTS:

Vicinity Map
Agreement

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

SLURRY SEAL PROJECT

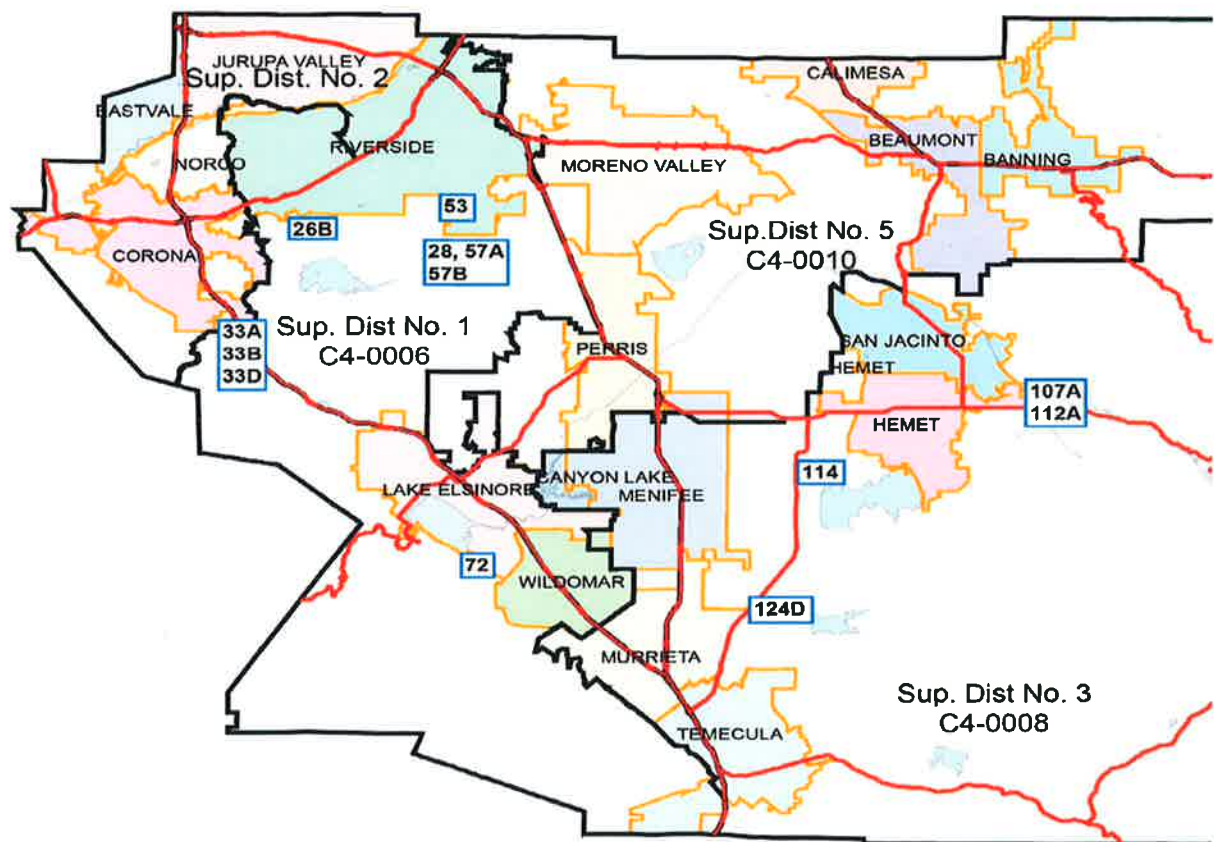
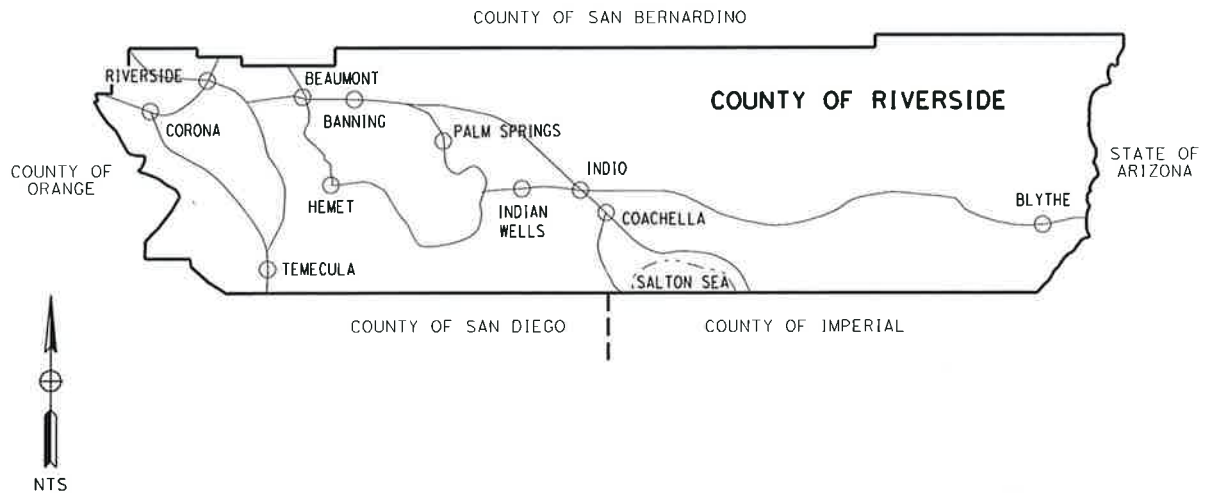
CRESTMORE MANOR - C4-0006



VICINITY MAP

C O U N T Y O F R I V E R S I D E
T R A N S P O R T A T I O N D E P A R T M E N T

SLURRY SEAL PROJECT
SUPERVISOR DISTRICT 1 - C4-0006
SUPERVISOR DISTRICT 3 - C4-0008



VICINITY MAP

**CRESTMORE MANOR RESURFACING
AGREEMENT BY AND BETWEEN
COUNTY OF RIVERSIDE
AND
RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT
FOR
CRESTMORE MANOR PARKING LOT RESURFACING IMPROVEMENTS**

This Agreement is entered into this _____ day of _____, 2015, by and between the County of Riverside through its Transportation Department, a political subdivision of the State of California (hereinafter "COUNTY"), and the Riverside County Regional Park and Open-Space District, a special district, (hereinafter "PARK DISTRICT") to define the terms and conditions under which the parties will cooperatively complete the parking lot resurfacing improvements at Crestmore Manor, located in the City of Jurupa Valley (hereinafter "CRESTMORE MANOR RESURFACING").

RECITALS

- A. Crestmore Manor, located at 4600 Crestmore Road, in the City of Jurupa Valley is a historic landmark owned by Riverside County Regional Park and Open-Space District and serves as a venue for special events such as weddings, anniversaries and corporate/business training programs.
- B. PARK DISTRICT desires to improve the parking lot and access drive by application of a seal coat to extend the life of the pavement and improve the overall appearance of the site. The seal coat will cover approximately 10,300 square yards of asphalt pavement. Additional improvements include new striping, pavement markings and accessible parking pavement markings. A small area of failed asphalt pavement will also be removed and replaced.
- C. A Vicinity/Project Map showing the CRESTMORE MANOR RESURFACING improvements is provided herewith as "Exhibit A".
- D. COUNTY, in cooperation with DISTRICT, included the proposed CRESTMORE MANOR RESURFACING improvements as an Alternate Bid Item in its "Slurry Seal Project, District 1 and District 3" that was approved for bid on June 16, 2015 by minute order 3.57, COUNTY Board of Supervisors.
- E. On July 15, 2015 bids were received by COUNTY. Pavement Coating Company of Jurupa Valley was the project low bidder and their bid of \$45,812.00 for the CRESTMORE MANOR RESURFACING Alternate Bid Item is acceptable to PARK DISTRICT.
- F. The COUNTY through its Transportation Department will provide support services including Construction Inspection and Materials Testing services.
- G. PARK DISTRICT will reimburse COUNTY for items specified in the Alternate Bid Item and for these

support services.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

PARK DISTRICT AGREES:

1. To fund one hundred percent (100%) of the cost of construction and administering a public works construction contract necessary to construct CRESTMORE MANOR RESURFACING improvements. The estimated cost for CRESTMORE MANOR RESURFACING improvements is provided in Exhibit "B" attached hereto and incorporated herein by reference. PARK DISTRICT agrees to reimburse the COUNTY the sum not to exceed fifty thousand three hundred and twelve dollars (\$50,312). PARK DISTRICT agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit "B", PARK DISTRICT will in good faith consider an amendment to this Agreement to include any such costs under this Agreement.
2. To provide oversight and support of the work necessary to complete the CRESTMORE MANOR RESURFACING improvements and to perform reviews at appropriate stages of development.
3. To pay within 45 days of receipt all invoices submitted by COUNTY for services performed by COUNTY for the CRESTMORE MANOR RESURFACING.

COUNTY AGREES:

1. To act as lead on behalf of the PARK DISTRICT for the overall development and implementation of CRESTMORE MANOR RESURFACING. COUNTY is providing services on a reimbursable basis and has no obligation to fund any portion of CRESTMORE MANOR RESURFACING. Nothing in this agreement is intended to commit COUNTY to provide funding to continue with CRESTMORE MANOR RESURFACING if funds are not available.
2. To administer a public works contract for the construction of CRESTMORE MANOR RESURFACING in accordance with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or regulations, including but not limited to the local agency public construction codes, California Labor Code, and California Public Contract Code.
3. To construct CRESTMORE MANOR RESURFACING in accordance with approved PS&E documents.
4. To submit any contract change order that causes the construction contract to exceed 10% of the contract

bid amount for CRESTMORE MANOR RESURFACING improvements to PARK DISTRICT for review and approval prior to final authorization by COUNTY.

5. To furnish PARK DISTRICT with redlined as-built plans and all contract records within ninety days following the completion and acceptance of the "Slurry Seal Project, District 1 and District 3", including the CRESTMORE MANOR RESURFACING improvements, construction contract.
6. To furnish PARK DISTRICT a final reconciliation of project expenses within ninety (90) days following the completion and acceptance of the "Slurry Seal Project, District 1 and District 3", including the CRESTMORE MANOR RESURFACING improvements, construction contract. If final construction costs associated with the CRESTMORE MANOR RESURFACING improvements are in excess of payments received, COUNTY shall include a final bill with the financial reconciliation. If final construction costs associated with the CRESTMORE MANOR RESURFACING improvements are less than the payments received COUNTY shall include a reimbursement for the difference with the financial reconciliation.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. The total cost of CRESTMORE MANOR RESURFACING improvements is estimated to be \$50,312.00 as detailed in Exhibit "B".
2. COUNTY is not obligated to proceed with construction unless adequate funding is identified and appropriated.
3. Construction by COUNTY of improvements referred to herein which lie within PARK DISTRICT property will not require an Encroachment Permit to COUNTY, or COUNTY's contractor.
4. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the "Slurry Seal Project, District 1 and District 3", including the CRESTMORE MANOR RESURFACING improvements, construction contract, a policy of Commercial 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 PARK DISTRICT, its officers, agents and employees, as additionally insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance.
5. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will automatically be vested with the jurisdiction in which the improvements reside and no further agreement

- 1 will be necessary to transfer ownership.
- 2 6. PARK DISTRICT shall be responsible for any maintenance of the improvements provided by
3 CRESTMORE MANOR RESURFACING.
- 4 7. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed
5 by all parties and no oral understanding or agreement not incorporated herein shall be binding on each
6 party hereto.
- 7 8. PARK DISTRICT and COUNTY shall retain or cause to be retained for audit for a period of three (3) years
8 beginning on the date of final payment, all records and accounts relating to "Slurry Seal Project, District 1
9 and District 3", including the CRESTMORE MANOR RESURFACING improvements.
- 10 9. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
11 occurring by reason of anything done or omitted to be done by PARK DISTRICT under or in connection
12 with any work, authority or jurisdiction delegated to PARK DISTRICT under this Agreement. It is further
13 agreed that pursuant to Government Code Section 895.4, PARK DISTRICT shall fully indemnify and hold
14 COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8)
15 occurring by reason of anything done or omitted to be done by PARK DISTRICT under or in connection
16 with any work, authority or jurisdiction delegated to PARK DISTRICT under this Agreement.
- 17 10. Neither PARK DISTRICT nor any officer or employee thereof shall be responsible for any damage or
18 liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection
19 with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is further agreed
20 that pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold PARK
21 DISTRICT harmless from any liability imposed for injury (as defined by Government Code Section 810.8)
22 occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any
23 work, authority or jurisdiction delegated to COUNTY under this Agreement.
- 24 11. This Agreement and the exhibits herein contain the entire agreement between the parties, and are
25 intended by the parties to completely state the agreement in full. Any agreement or representation
26 respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set
27 forth in this Agreement, is null and void.
- 28 12. Nothing in the provisions of Agreement is intended to create duties or obligations to or rights in third
29 parties not parties to this Agreement or affects the legal liability of either party to the Agreement by

1 imposing any standard of care with respect to the maintenance of trails different from the standard of care
2 imposed by law.

3 13. This Agreement shall be terminate 3 months after the filing of a Notice of Completion for the "Slurry Seal
4 Project, District 1 and District 3", including the CRESTMORE MANOR RESURFACING improvements or
5 upon mutual agreements of the parties.

6 14. All notices, demands, invoices, and written communications shall be in writing and delivered to the
7 following addresses or such other address as the PARTIES may designate:

8 To COUNTY: Riverside County Transportation and Land Management Agency,
9 Transportation Department
10 Attention: Juan C. Perez, Director of Transportation and Land Management
11 4080 Lemon Street, 8th Floor
12 Riverside, CA 92501
13 Phone: (951) 955-6740
14 Fax: (951) 955-3198

15 To PARK DISTRICT: Riverside County Regional Park and Open Space District
16 Attention: Scott Bangle, General Manager
17 4600 Crestmore Road
18 Jurupa Valley, CA 92509
19 Phone: (951) 955-4310
20
21
22
23
24
25
26
27
28
29

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:



Dated: 10/23/15

JUAN C. PEREZ

Director of Transportation and Land Management

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL



Marsha L. Victor
Deputy County Counsel

Dated: 10/27/15

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

PARK DISTRICT Approvals

ENGINEER:

_____ Dated: _____

SCOTT BANGLE

General Manager

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL



SYNTHIA M. GUNZEL
Deputy County Counsel

Dated: 10-27-15

APPROVAL BY THE BOARD OF DIRECTORS

_____ Dated: _____

PRINTED NAME

Chairman, Board of Directors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

EXHIBIT A • CRESTMORE MANOR

CONSTRUCTION NOTES:

1. PROTECT EXISTING WOOD CURBING
2. PROTECT EXISTING LIGHT STANDARDS
3. PROTECT EXISTING TREES AND PLANTS
4. PROTECT EXISTING LAWN - NO VEHICLES ALLOWED ON LAWN
5. REMOVE AND REINSTALL CONCRETE WHEEL STOPS
6. CLEAN AND SEAL CRACKS, APPLY FOG SEAL TO ALL EXISTING ASPHALT SURFACES, CRESTMORE ROAD EP TO REAR CONCRETE DRIVEWAY
7. PAINT PARKING STRIPING TO MATCH EXISTING
8. PAINT EDGE LINE STRIPING TO MATCH EXISTING
9. PAINT ACCESSIBLE PARKING IN CONFORMANCE WITH CURRENT ADA STANDARDS
10. REPLACE EXISTING PAVEMENT MARKING AND CROSSWALKS WITH THERMOPLASTIC MARKINGS



EXHIBIT B • CRESTMORE MANOR RESURFACING BUDGET

Project Estimated Cost		
	Project Development Activities	Total Estimated Project Cost
1.	Construction Engineering/Materials Testing	\$4,500.00
2	Construction	\$45,812.00
Total		\$50,312.00