

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



**ITEM: 13.1  
(ID # 13702)**

**MEETING DATE:**

Tuesday, November 17, 2020

**FROM:** Regional Parks and Open Space District

**SUBJECT:** REGIONAL PARK & OPEN-SPACE DISTRICT: Approval of Professional Service Agreement with Infrastructure Engineering Corporation for the Lake Skinner Boat Launch Project; CEQA Exempt; District 3; [\$131,594]

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

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15301 & 15311;
2. Approve the Professional Service Agreement with Infrastructure Engineering Corporation for the Lake Skinner Boat Launch Project with a maximum total amount of \$131,594.00;
3. Authorize the Chairman of the Board of Directors to execute the same on behalf of the Regional Park and Open-Space District (RivCoParks);
4. Authorize the General Manager to execute future amendments and make ministerial changes to the Agreement, as approved by County Counsel, that do not change the intent or purpose of the Agreement and encumber no additional funds; and
5. Direct the Clerk of the Board to return (3) copies of the executed Agreement to the RivCoParks.

**ACTION: Policy**

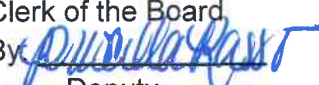
  
Kyla R. Brown, General Manager 10/29/2020

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**MINUTES OF THE BOARD OF DIRECTORS**

On motion of Supervisor Spiegel, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: November 17, 2020  
xc: Parks

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$131,594	\$0	\$131,594	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> \$94,893 (72%) Grant Funded, \$36,701 (28%) District Capital Improvement Projects			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	20/21

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

**BACKGROUND:**

**Summary**

The Professional Services Agreement (Agreement) is for work related to the design, permitting, and engineer’s cost estimate for improvements to Boat Launch #1 (Project) at the Lake Skinner Recreation Area (Lake Skinner). Lake Skinner provides a variety of outdoor recreation opportunities for western Riverside County including campgrounds, day use areas, playgrounds, a splash pad, camp store, restaurant, boat launch, fish cleaning facility, and storage for recreational vehicles, trailers, and automobiles.

Currently the existing facilities at Boat Launch #1 are worn, rusted, and obsolete. The scope of work is for the design and engineering of upgrades to the boat launch ramp and related infrastructure, ADA improvements, upgrades to the fish cleaning stations, parking lot improvements, and signage.

On June 5, 2018 by Minute Order 13.3, the Board of Directors approved grant agreement C4129041 (Grant) with the State of California Natural Resources Agency Department of Parks and Recreation Division of Boating and Waterways (DBW). This Planning Grant provides up to \$200,000 for the design, permitting, and establishment of an engineer’s estimate of probable construction cost for improvements to Boat Launch #1. The Project will provide the Riverside County Regional Park & Open-Space District (RivCoParks) with a platform to apply for additional (DBW) funding for the construction of the Project.

The Agreement has been approved as to form by County Counsel.

**Impact on Citizens and Businesses**

The Project will provide residents and visitors of western Riverside County with an upgraded, and ADA accessible, boat launching facility.

**Contract History and Price Reasonableness**

Proposals were solicited for the Scope of Work under the DBW Grant for engineering and design services in January 2020. DBW has completed their review and approve of the Professional Services Agreement with Infrastructure Engineering Corporation

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

(Infrastructure). Two proposals were received and Infrastructure was found to be the most responsive and reasonably priced proposal.

Upon submission of Infrastructure's proposal to the Department of Boating and Waterways for review, minor additions to the proposal were found to be necessary in order to remain in compliance with the terms of the Park District's grant funding. These additions resulted in a small increase to the price of the proposal; however, Infrastructure remains the most responsive and reasonably priced proposal.

**CEQA Considerations**

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant CEQA Guidelines Sections 15301 – Existing Facilities and 15311 Accessory Structures. A Notice of Exemption was filed on May 9, 2019 for the project.

**Attachments**

- Professional Service Agreement
- Notice of Exemption
- DBW Grant Agreement

  
Douglas Ardones Jr.

  
11/9/2020

  
Gregory V. Priamos, Director County Counsel 11/5/2020

## Notice of Exemption

## Appendix E

**To:** Office of Planning and Research

P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

County Clerk,  
County of: Riverside  
2724 Gateway Drive  
Riverside, CA 92507

**From:** Riverside County Regional Parks & Open Space District  
Department of Parks and Recreation, Division of Boating and  
Waterways  
4600 Crestmore F  
Jurupa Valley, CA

**E-201900548**

05/09/2019 01:34 PM

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has not been compared with the  
filed/recorded document

Peter Aldana  
County Of Riverside  
Assessor-County Clerk-Recorder

**Project Title:** Lake Skinner Boat Launching Facility #1141

**Project Applicant:** Riverside County Regional Park & Open Space District

**Project Location – Specific:** Coordinates (33.591268, -117.042253), Section 1, Township 7 S, Range 2 W

**Project Location – City:** NA **Project Location – County:** Riverside

The Project is located within western Riverside County, approximately 11 miles northeast of Interstate 15. The Project will be constructed within the existing footprint of Lake Skinner Park, near the northwest park boundary, at the eastern edge of Skinner Reservoir, which also known as Lake Skinner. The Project is proposed by Riverside County Regional Parks and Open Space District and consists of improvements to some existing park features immediately adjacent to Boat Launch #1 as shown in the figures at the end of the document. Please refer to Regional Location, Figure 1 and Local Vicinity, Figure 2.

### **Description of Nature, Purpose and Beneficiaries of Project:**

Lake Skinner Park is a regional park operated by Riverside County Regional Parks and Open Space District under a lease agreement with the Metropolitan Water District of Southern California (MWD). The park provides opportunities for fishing, boating, hiking, and other outdoor uses within rural western Riverside County. Existing park amenities include campgrounds, picnic and day use areas, playgrounds, water park, camp store, restaurant, boat launch, fish cleaning, and day parking for recreational vehicles, trailers and automobiles. The park surrounds Skinner Reservoir, also known as Lake Skinner, which was developed by MWD primarily for storing untreated water from the Colorado River Aqueduct and the State Water Project. Reservoir water is treated at the Robert A. Skinner filtration plant and delivered as potable water to portions of Riverside and San Diego Counties.

The purpose of the Project is to replace existing boat launch facilities located within Lake Skinner that are worn, rusted and obsolete and to implement statutory requirements of the Americans with Disabilities Act (ADA) for park use and access. Proposed work includes improvements to and/or replacement construction of existing restrooms and fish cleaning structures and regrading portions of the parking lot and walkway up to the shoreline of Lake Skinner. Project construction will provide park facilities that are ADA compliant as well as a continuous path of ADA access, which interconnects park amenities and the shoreline. Lake Skinner Park will continue to serve the same purpose post construction.

Project-related work consists of the replacement of two boat launch lanes at Ramp #1; replacement of appurtenant portions of non-stationary floating boarding docks located along each side of the boat ramp; ADA improvements for access and use of the men's and women's restrooms and the fish cleaning station; grading portions of the parking lot for reduced slope, parking lot resurfacing and restriping; and, installation of a new monument sign. All proposed work will occur exclusively within the limits of previous grading performed for existing park facilities and is itemized and explained in detail below:

- Two boat launch lane replacements will occur during low water conditions at the shore and will be v-grove concrete launch lanes (with no improvements proposed to the two remaining boat launch lanes).
- Rusted and worn boarding float rails and concrete curbing along cable-guided boarding floats will be replaced at each side of the ramp.
- Demolition, regrading, and replacement of a portion of the existing parking lot, driveways, and walkway access will be implemented pursuant to ADA:
  - ADA trailer and vehicle parking stalls;

**DRAFT Notice of Exemption**

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**Lead Agency**

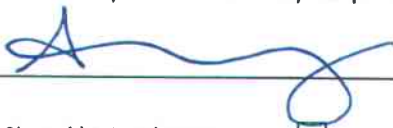
Contact Person: Analicia Gomez, MPA

Area Code/ Telephone/Extension: (951) 955-6998

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

5/9/19

Title: \_\_\_\_\_

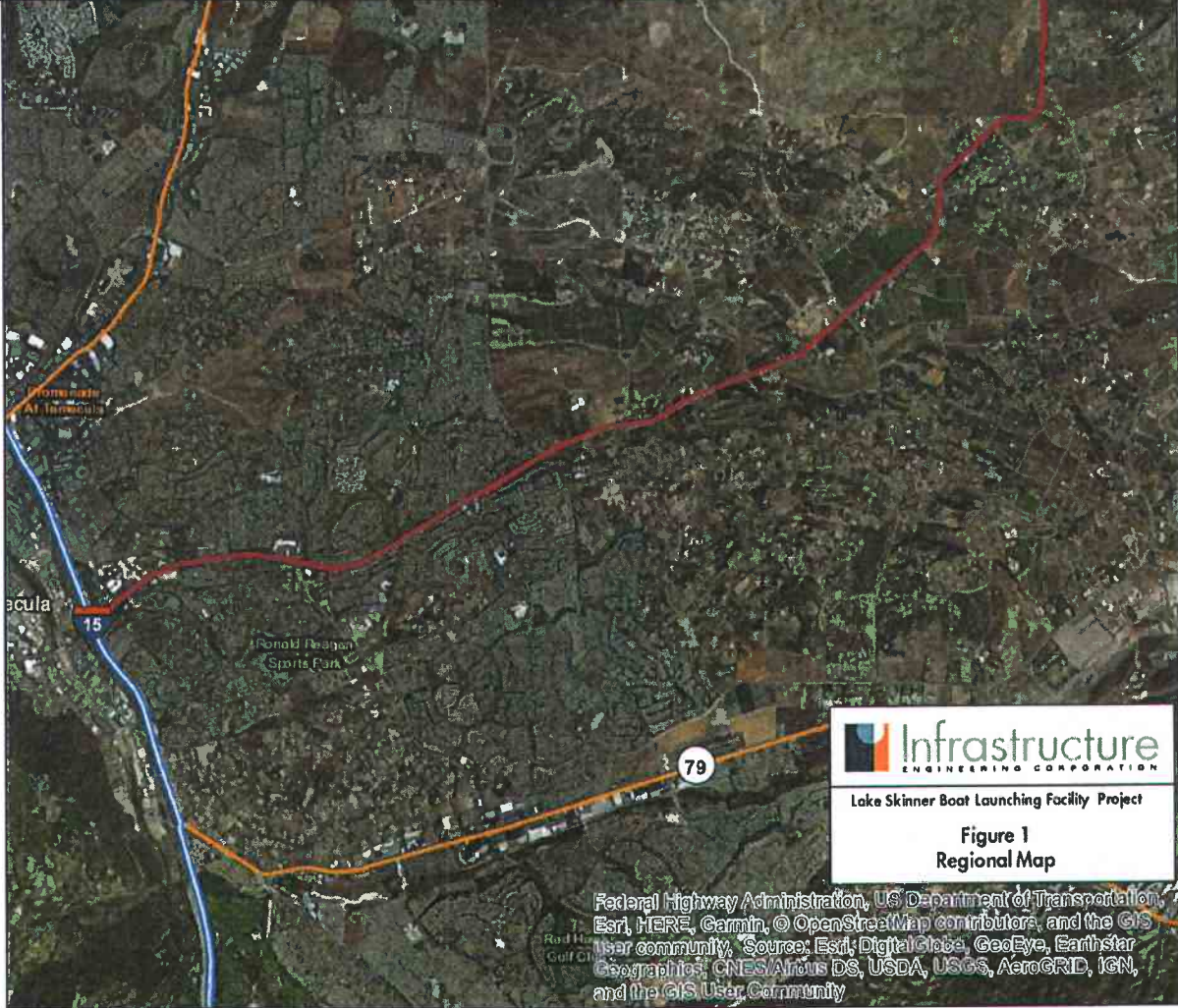
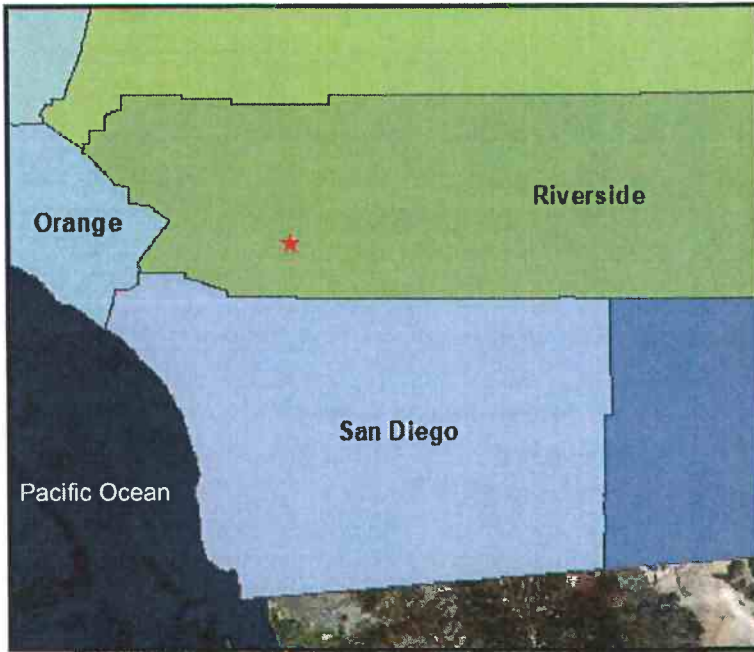
SENIOR PARK PLANNER

Signed by Lead Agency

Signed by Applicant

Date Received for Filing at OPR: \_\_\_\_\_





**Infrastructure**  
ENGINEERING CORPORATION

Lake Skinner Boat Launching Facility Project

**Figure 1**  
Regional Map

Federal Highway Administration, US Department of Transportation, Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS User community, Source: Esri; DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

- Legend**
- Lake Skinner
  - Access to Interstate 15







Boarding Float Rail  
 Concrete Launch Ramps  
 Restroom  
 Fish Cleaning Station  
 Boarding Float Rail  
 Concrete Launch Ramps  
 Parking Lot

Launch Ramp #1

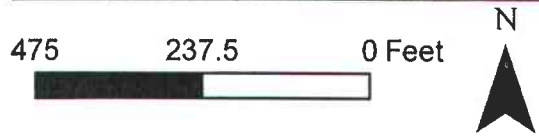
Launch Ramp #2

**Infrastructure**  
 ENGINEERING CORPORATION

Lake Skinner Boat Launching Facility Project

**Figure 2**  
 Vicinity Map

Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community. Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community





**SUBMITTAL TO THE BOARD OF DIRECTORS  
RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM  
13.3  
(ID # 6941)

**MEETING DATE:**  
Tuesday, June 5, 2018

**FROM :** REGIONAL PARK & OPEN SPACE DISTRICT:

**SUBJECT:** REGIONAL PARK & OPEN-SPACE DISTRICT: Approval of Grant Agreement with the State of California Natural Resources Agency Department of Parks and Recreation Division of Boating and Waterways for Lake Skinner Recreation Area; Adopt Resolution No. 2018-08; District 3 100%; [\$200,000]; 100% State of California

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

1. Approve Grant Agreement C4129041 between the Natural Resources Agency and the Riverside County Regional Park and Open-Space District (District); and
2. Authorize the Chairman of the Board of Directors to execute the Grant Agreement and Grant Certification on behalf of the District; and
3. Adopt Resolution No. 2018-08 authorizing the District to accept and expend grant funds under the Boat Launching Facilities grant; and
4. Authorize the General Manager, or designee, to take all actions necessary to administer the Agreement and execute future ministerial amendments that do not fundamentally change the scope or intent of the original agreement; and
5. Direct the Clerk of the Board to return five (5) copies of each the agreement to the District for transmittal and approval from the Natural Resources Agency.
6. Approve and direct the Auditor-Controller to make the budget adjustments shown on Attachment A.

**ACTION:** 4/5 Vote Required, Policy




Scott Bangle, Director General Manager / Park Director 5/22/2018

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**MINUTES OF THE BOARD OF DIRECTORS**

On motion of Director Ashley, seconded by Director Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
 Nays: None  
 Absent: None  
 Date: June 5, 2018  
 xc: Parks, Auditor

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy



**SUBMITTAL TO THE BOARD OF DIRECTORS RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost:</b>
<b>COST</b>	\$ 0	\$ 200,000	\$ 200,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% CA Boating and Waterways Grant</b>			<b>Budget Adjustment:</b>	Yes
			<b>For Fiscal Year:</b>	18/19

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

**BACKGROUND:**

**Summary**

The Division of Boating and Waterways (DBW) Local Assistance Grant Program was established to provide safe and convenient public access to California's waterways. This program awards grants on a competitive basis for the development or the improvement of boat launching facilities.

On March 25, 2014 by M.O. 13-1D, the Board of Directors approved an application in the amount of \$546,780 for improvements to Boat Launch #1 and #2 at Lake Skinner Recreation Area. DBW subsequently underwent an agency reorganization, and new grant awards were temporarily put on hold. On July 22, 2016, DBW staff visited the boat launching facilities at Lake Skinner Recreation Area. Upon their recommendation, it was determined that the project scope be revised to focus solely on the planning of improvements to Boat Launch #1. On February 22, 2018, the revised project scope and cost estimate of \$200,000 was presented and approved for funding by the Boating and Waterways Commission.

Grant funds will be utilized for the design, permitting, and establishment of an engineer's cost estimate to replace two of the four launch ramp lanes at Boat Launch #1 with concrete v-lanes, repair cracks, slurry seal, and stripe the parking area, replace the two boarding float guide rails, replace the fish cleaning station, upgrade the restroom for ADA compliance, provide an ADA path of travel to the site's components, and install a project credit sign at Lake Skinner Recreation Area.

Among the requirements of the grant is a resolution adopted by the governing body of the public agency applicant. The attached Resolution 2018-08 approves the acceptance of the Boat Launching Facilities grant funds, certifies that the District will comply with applicable laws, and has sufficient funding to operate and maintain the project.

**IMPACT ON CITIZENS AND BUSINESSES**

The proposed improvements will enhance user experience, improve safety, and provide necessary ADA compliant renovations to the facility.

**SUBMITTAL TO THE BOARD OF DIRECTORS RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**OTHER FINANCIAL INFORMATION**

This \$200,000 grant will pay for design, permitting, and the establishment of an engineer's construction estimate for improvements at Lake Skinner's Boat Launch #1. There is no match requirement associated with this grant. Once the design, permitting, and construction estimate are complete, the District expects to apply for additional grant money to fund construction which is anticipated to occur in or around 2020.

**Attachments**

Grant Agreement C4129041

Resolution 2018-08

DBW Grant Certification

Attachment A – Budget Adjustment

  
Rohini Lakshmi, Principal Management Analyst 5/29/2018

  
Gregory V. Priano, Director County Counsel 5/23/2018

**ATTACHMENT A**

Approval of Grant Agreement with the State of California Natural Resources Agency Department of Parks and Recreation Division of Boating and Waterways for Lake Skinner Recreation Area; District III; [\$200,000]

Increase Appropriations:

33100- 931105- 524660 Consultants \$ 200,000

Increase Estimated Revenue:

33100- 931105- 751680 CA-State Grant Revenue \$ 200,000



2  
3 RESOLUTION NO. 2018-08

4 A RESOLUTION OF THE BOARD OF DIRECTORS FOR THE RIVERSIDE COUNTY

5 REGIONAL PARK AND OPEN-SPACE DISTRICT

6 AUTHORIZING THE ACCEPTNACE OF GRANT FUNDS FROM THE DIVISION OF BOATING

7 AND WATERWAYS BOAT LAUNCHING FACILITIES GRANT PROGRAM

8  
9 **WHEREAS**, the State of California has provided funds for the program shown above; and

10 **WHEREAS**, California State Natural Resources Agency Department of Parks and Recreation  
11 Division of Boating and Waterways has been delegated the responsibility for the administration of this grant  
12 program, establishing necessary procedures; and

13 **WHEREAS**, Riverside County Regional Park and Open-Space District will enter into an agreement  
14 with the California State Natural Resources Agency Department of Parks and Recreation Division of  
15 Boating and Waterways to carry out the planning of improvements to the boat launching facilities at Lake  
16 Skinner Recreation Area in Winchester, California; and

17 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** that the Board  
18 of Directors for the Riverside County Regional Park and Open-Space District (District):

- 19 1. Authorizes the acceptance of \$200,000 in grant funds for Lake Skinner Recreation Area for  
20 the design, permitting, and establishment of an engineer's cost estimate to replace two of the  
21 four launch ramp lanes at Boat Launch #1 with concrete v-lanes, repair cracks, slurry seal,  
22 and stripe the parking area, replace the two boarding float guide rails, replace the fish  
23 cleaning station, upgrade the restroom for ADA compliance, provide an ADA path of travel  
24 to the site's components, and install a project credit sign; and
- 25 2. Certifies that the District understand the assurances and certification in the application; and
- 26 3. Certifies that the District will have sufficient funds to operate and maintain the Project  
27 consistent with the land tenure requirements, or will secure the resources to do so; and

FORM APPROVED COUNTY COUNSEL  
BY: *Synthia M. Gunzel* 5-23-18  
DATE: \_\_\_\_\_  
SYNTHIA M. GUNZEL



State of California – Natural Resources Agency  
 DEPARTMENT OF PARKS AND RECREATION  
 DIVISION OF BOATING AND WATERWAYS

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**

**GRANT AGREEMENT**

to Riverside County Clerk of the Board, Stop 1010  
 Post Office Box 1147, Riverside, CA 92502-1147  
 Thank you.

**GRANTEE: Riverside County Regional Park & Open Space District**

**GRANT PERFORMANCE PERIOD** is from: Effective date and continues to February 1, 2020.

**GRANT AGREEMENT PERFORMANCE PERIOD** is from: Effective date and continues 20 years from Date of Acceptance of Project.

**PROJECT TITLE: Lake Skinner Boat Launching Facility #1141 GRANT NUMBER: C4129041**

The Grantee agrees to the terms and conditions of this grant, hereinafter referred to as Agreement, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California agrees to fund the total State grant amount indicated below for the project identified in the Feasibility Report which is a part of the agreement consisting of: Exhibit A "Small Craft Launching Facility Construction Grant and Operation Agreement", page 1-17. Exhibit A, Attachment 1 "Department of Parks and Recreation, Division of Boating and Waterways Maintenance Guidelines", page 1-4. Exhibit B "Lake Skinner Boat Launching Facility Feasibility Report", page 1-8. Exhibit B, Attachment 1 "Lake Skinner Boat Launching Facility Addendum to Feasibility Report", page 1. Exhibit C "General Terms and Conditions", page 1-4.

**Grantee:** Riverside County Regional Park & Open Space District

**Agency:** Department of Parks and Recreation  
 Division of Boating and Waterways

**Address:** 4600 Crestmore Road  
 Jurupa Valley, CA, 92509

**Address:** One Capitol Mall, Suite 500  
 Sacramento, CA 95814

BY: *Chuck Washington*  
 (Authorized Signature)

BY: \_\_\_\_\_  
 (Authorized Signature)

**CHUCK WASHINGTON**  
 CHAIRMAN BOARD OF DIRECTORS  
 (Printed Name and Title of Authorized Representative)

**KEREN DILL, STAFF SERVICES MANAGER II**  
 (Printed Name and Title of Authorized Representative)

Date JUN 05 2018

Date \_\_\_\_\_

ATTEST:  
 KECIA HARPER-IHEM, Clerk

By *Kecia Harper-Ihem*  
 DEPUTY

**CERTIFICATE OF FUNDING  
 (FOR STATE USE ONLY)**

GRANT <b>C4129041</b>	AMENDMENT NO	FISCAL SUPPLIER NO <b>0000059153</b>	PROGRAM <b>2855019</b>	
AMOUNT ENCUMBERED BY THIS DOCUMENT <b>\$200,000.00</b>	FUND TITLE <b>HARBORS AND WATERCRAFT REVOLVING FUND</b>		AGENCY BILLING CODE NO <b>053709</b>	
PRIOR AMOUNT ENCUMBERED BY THIS DOCUMENT <b>\$0.00</b>	GL / APPROP REF / FUND <b>3790-101-0516</b>	CHAPTER <b>14</b>	STATUTE (ENY) <b>2017</b>	FISCAL YEAR <b>2017/18</b>
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$200,000.00</b>	RPTS STRUCTURE <b>37900709</b>	ACCOUNT <b>53432000</b>	ACTIVITY <b>61029</b>	PROJECT <b>37900THER</b>
T.B.A. NO	<i>I hereby certify upon my own personal knowledge that the budgeted funds are available for this encumbrance.</i>			
B.R.NO	ACCOUNTING OFFICER'S SIGNATURE		DATE	

JUN 05 2018 13:30

FORM APPROVED COUNTY COUNSEL  
 BY: *Synthia M. Gunzel* 5-23-18  
 SYNTHIA M. GUNZEL DATE



**SMALL CRAFT LAUNCHING FACILITY  
CONSTRUCTION GRANT AND OPERATION AGREEMENT**

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**SMALL CRAFT LAUNCHING FACILITY  
CONSTRUCTION GRANT AND OPERATION AGREEMENT**

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## ARTICLE 1 - DEFINITIONS

- A. "Account": An interest bearing account to be established by the Grantee for the deposit of Grant funds when grant funds are disbursed in advance (see Article 5); such account is to be designated the "Boating Grant – Lake Skinner Boat Launching Facility Development Fund" which shall reflect all receipts and expenditures of grant funds.
- B. "Budget Act": The Legislature enactment of a budget in support of on-going programs (appropriations) in accordance with the provisions of Section 12 of Article IV of the Constitution of the State of California.
- C. "CEQA": The California Environmental Quality Act.
- D. "Commission": The Boating and Waterways Commission.
- E. "Date of Acceptance": The date specified on the Project Completion Certification and which denotes the beginning of the twenty (20) year portion of the Grant term in accordance with Article 3, Subpart A of this Exhibit.
- F. "Department": The Department of Parks and Recreation, Division of Boating and Waterways.
- G. "Effective Date": The effective date of this Agreement is either the mutually agreed upon Project start date or the approval date by the Department of General Services (DGS), whichever is later. In cases when DGS approval is not required, this Agreement is of no force or effect until the date of the last signature. No work shall commence until the Effective Date.
- H. "Exhibit B": The feasibility report exhibit presents the proposed Project in "concept" form only. The actual Project layout shall be determined by the Grantee and the engineer of record (to be determined) during the design process taking actual site conditions and public safety into account. The Project must meet the scope, cost and intent of this report and shall conform to Department guidelines.
- I. "Grant": Funds provided pursuant to Harbors and Navigation Code section 72.5 to finance all or part of the Project Costs.
- J. "Grantee": The Entity identified as Grantee on the face page of the Grant Agreement.
- K. "Project": The construction, improvement or development of a recreational small craft boat launching facility as described in Exhibit B.
- L. "Project Area": The real property, and improvements thereto, identified in Exhibit B, within which the Project will be undertaken.
- M. "Project Completion Certification": A fully executed Notice of Completion, or equivalent,



which states the Grantee has accepted the Project as complete on a specific date (Date of Acceptance).

- N. "Project Costs": Engineering, permitting, material and construction costs that are incurred by the Grantee for the purpose of completing the Project. However, Project costs incurred:
1. Shall not include any indirect or overhead charges,
  2. For engineering, permitting and inspection shall be no greater than the combined maximum budget allocation for *Engineering, Inspection* and *Permit Costs* as identified in Exhibit B (Feasibility Report – Cost Estimate Table),
  3. For engineering, inspection, and construction management services provided by Grantee or Grantee's personnel may only be reimbursed with prior written approval of Department, and
  4. Shall not include any expenses incurred prior to the Effective Date of this Agreement.

#### ARTICLE 2 - GRANTEE'S WARRANTIES

- A. Grantee warrants that the obligation created by this Agreement will not create an indebtedness or liability contrary to the provisions of Section 18 of Article XVI of the Constitution of the State of California.
- B. Grantee warrants that it has title to, or adequate interests in, the Project Area. Adequate interests include, but are not limited to, the following:
1. Access to the Project Area by a maintained public way,
  2. A right of passage over a waterway, open to the public, between the Project Area and navigable waters, and
  3. Easements or other rights of way outside the Project Area sufficient to provide utilities and services to the Project.
- C. Grantee warrants that there is no encumbrance, lien, easement, license, title, cloud or other interest that may interfere with the Project Area or use thereof by the public.

#### ARTICLE 3 - TERM OF AGREEMENT

- A. This Agreement, subject to any provision for prior termination, shall begin on the Effective Date and shall continue for twenty (20) years from the Date of Acceptance by the Grantee.
- B. This Agreement may be extended, amended or cancelled upon the written agreement of the parties.

**ARTICLE 4 - BUDGET CONTINGENCY**

- A. Only funds that have been appropriated by the Legislature and approved for expenditure on the Project by the Department, on or before the Effective Date of this Agreement, are authorized for disbursement through this Agreement.
- B. In the event that the Legislature or Department, for any reason, does not approve sufficient funding for this Project, or should the Grantee be unable to complete the Project within the established budget or otherwise be unable to fund any costs over the established budget, and provided that Grantee has not accepted any grant funds, Department shall have no liability to pay any funds whatsoever to Grantee or to furnish any other consideration under this Agreement and Grantee shall not be obligated to perform any provision of this Agreement; this Agreement shall be of no further force and effect.
- C. In the event that the Legislature or Department does not approve sufficient funds to complete the Project, or should the Grantee be unable to complete the Project within the established budget or otherwise be unable to fund any costs over the established budget, and Grantee has drawn grant funds:
  - 1. Grantee shall repay all drawn grant funds within ninety (90) days of the end of the fiscal year that such approval is denied, or
  - 2. Grantee shall complete the Project within the scheduled timeline using Grantee's own funds, or
  - 3. Department and Grantee may agree upon a reduced scope version of the Project to be completed within the scheduled timeline and all funds in excess of those previously appropriated necessary to complete the Project shall come from Grantee, or
  - 4. Department and Grantee may, within ninety (90) days of knowledge of such denial, agree that the expenditure of such funds toward the Project constitutes construction completion. The date of such agreement shall become the Date of Acceptance of the Project and Grantee shall be obligated to perform all non-construction provisions of this Agreement for twenty (20) years beyond the Date of Acceptance.

**ARTICLE 5 - DISBURSEMENT OF GRANT**

The Department shall provide a Grant to the Grantee in the maximum amount stated on the face page of the Grant Agreement, however:

- A. No funds shall be disbursed for work performed prior to the Effective Date of this Agreement.
- B. The Department shall have no obligation to disburse any of the Grant unless and until the Grantee demonstrates that it has acquired all permits necessary to construct and operate the Project.
- C. The Department shall have no obligation to disburse any of the Grant unless and until the Grantee provides the Department with copies of fully executed contracts for which it seeks reimbursement.
- D. The Department shall have no obligation to disburse any of the Grant unless and until the Grantee demonstrates that it has satisfactorily complied with the California Environmental Quality Act (CEQA) for the Project.
- E. Grant disbursements to cover Project Costs shall be made in arrears as follows:
  - 1. Grantee shall request a Grant disbursement in arrears at least quarterly, but not more frequently than monthly, for any and all reimbursable expenses incurred during that period, using the form provided by the Department unless Grantee has a form otherwise approved by the Department in writing. Paid invoices or other evidence of Grantee's payment of Project Costs must accompany Grant disbursement requests.
  - 2. Grant disbursement requests shall be submitted in triplicate hardcopy to the Department in a form satisfactory to the Department.
  - 3. In the event no reimbursable expenses were incurred during a quarter, the Grantee shall report to the Department of any progress made on the Project, or explanation of no progress made on the Project, at least quarterly, but not more frequently than monthly.
  - 4. The Department shall withhold from each Grant disbursement an amount equal to ten percent (10%) of each disbursement until the Department has accepted the Project as complete and has approved all Project Costs and all stop notices or other liens have been released.
  - 5. Grantee shall request final Grant disbursement no later than thirty (30) days following the Date of Acceptance of the Project by the Grantee.
- F. The Department may withhold any Grant disbursement if the Grantee fails to comply with any of the provisions of this Agreement.



ARTICLE 6 - DESIGN AND CONSTRUCTION OF PROJECT

- A. The Grantee shall obtain from the Department advance written approval of the following:
1. All bid documents prior to advertisement including plans and specifications,
  2. All contracts prior to award,
  3. All change orders of \$5,000 or more, for any work performed under this Agreement, and
  4. All changes to Project schedule discussed in Subpart D of this Article, of thirty (30) days or more.
- B. All architectural and engineering contracts for plans and specifications shall require that the plans and specifications:
1. Be prepared by persons licensed by the State of California to undertake the type of design work required by the Project (engineer's/architect's certificate number to appear on construction contract design documents),
  2. Be prepared in conformance with the most recent version of the Department of Boating and Waterways' *Layout, Design and Construction Handbook for Small Craft Boat Launching Facilities*,
  3. Be submitted to the Department and Grantee in 11" X 17" hardcopy and on CD or DVD in full sized and 11" X 17" PDF format. Specifications shall also be submitted in hardcopy and in PDF format,
  4. Become the property of the Grantee,
  5. Provide for all Project facilities set forth in Exhibit B, and
  6. Provide for shore side facilities for removing waste from vessel holding tanks in accordance with the Harbors and Navigation Code section 654.1.
- C. All construction contracts for the Project shall:
1. Be awarded in accordance with all applicable laws and regulations,
  2. Contain the following clause: "The Department of Parks and Recreation, Division of Boating and Waterways and its agents may, at any and all reasonable times during the term of this Agreement, enter the Project Area for purposes of inspecting the Project Area."
  3. Contain a clause stating that the Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee who is employed in the work covered by such contracts or against any applicant for such employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability,

medical condition (cancer), age, marital status, and denial of family care leave, and that such provisions shall include, but not be limited to: employment, upgrading, promotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship,

4. Contain a clause that the construction contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes which apply to the Project and any work performed pursuant to this Agreement,
  5. Require that the Project be constructed according to the plans and specifications prepared for the Project, and that quality control shall be performed, and compliance with specifications shall be verified, by qualified professionals selected by the Grantee or Grantee's representative, and
  6. Require the preparation of a concrete test panel as specified in Subpart F of this Article.
  7. Shall contain the requirements of Article 10 Liability and Fire Insurance and Article 20 Liability of this Agreement.
- D. The Grantee shall, within sixty (60) days of approval of this Agreement, provide the Department with a Project schedule showing the proposed dates of the following Project phases or milestones:
1. Beginning and ending dates of Project design consultant selection by Grantee,
  2. Submission of the consultant services agreement to the Department for approval,
  3. Beginning and ending of Project design,
  4. Submission of plans and specifications to the Department for approval at 30%, 60%, 90% and 100% completion,
  5. Beginning and ending dates of Grantee advertising of Project for bids,
  6. Project bid opening date,
  7. Submission of the construction Agreement to the Department for approval,
  8. Beginning and ending dates of Project construction,
  9. Acceptance of Project by the Grantee, and
  10. Submission of a Project Completion Certification to the Department.
- E. The Grantee shall provide the Department with a Construction Schedule showing all construction milestones, including the date the v-grooving test panel will be prepared and ready for Department inspection as required by Subpart F below.

- F. No placement or v-grooving of concrete for boat launching ramps on the Project shall be allowed until the construction contractor demonstrates proficiency in creating a satisfactory v-grooved surface by preparing a concrete test panel measuring no less than 6 feet by 4 feet. A Department representative must accept the test panel before the construction contractor shall be allowed to place or v-groove concrete for boat launching ramps. Precast boat launching ramp panels are exempt from the test panel requirement but must also be approved by a Department representative prior to placement or installation. Test panels must be adjacent to, but not part of, any ramp work to be completed and must remain accessible until all ramp work is completed and accepted by Department. Contractor may incorporate test panel into other concrete work (i.e. trash enclosure, etc.).
- G. Prior to the commencement of the construction of the Project, the Grantee shall cause the contractor and a corporate surety acceptable to the Department to furnish in favor of the Grantee and the Department, as their interests may appear, bonds or other security interests as allowed pursuant to Public Contract Code sections 10263 and 22300 in the minimum amounts indicated below:
  - 1. Faithful performance – one-hundred percent (100%) of the total contract bid price.
  - 2. Labor and materials – one-hundred percent (100%) of the total contract bid price.
- H. The Grantee shall provide at least quarterly written reporting to the Department as to the progress and status of the Project using the form provided by the Department unless Grantee has a form otherwise approved by the Department in writing.

#### ARTICLE 7 - COMPLETION OF PROJECT

- A. The Grantee shall complete the Project no later than February 1, 2020.
- B. The Grantee shall provide the following to the Department within sixty (60) days of the Date of Acceptance:
  - 1. A Project Completion Certification (or equivalent)
  - 2. An accounting of all Grant funds
  - 3. As-built plans and specifications on CD or DVD

#### ARTICLE 8 - OPERATION AND MAINTENANCE OF PROJECT

- A. The Grantee shall not transfer its interest in the Project Area without the written approval of the Department.

- B. The Project and all other improvements constructed or placed in the Project Area shall be operated solely as a recreational small craft boat launching facility. Other uses of the facility such as for craft fairs, festivals, SNO-PARKS, special events, storage, transient parking, camping, etc., are not allowed without the prior written permission of the Department.
- C. The Project Area shall be open to all recreational vessels, including vessels powered by 2-stroke and 4-stroke gasoline engines, at all times during the term of this Agreement except as approved by the Department. Notwithstanding Harbors and Navigation Code section 660, any non-emergency restrictions related to time-of-day use, speed zones, special-use areas, or pollution control measures in the Project Area which result in closure or partial closure of waterways in the Project Area to any recreational vessel shall be subject to prior approval by the Department. Failure to obtain prior approval of the Department for such restrictions shall constitute a breach of this Agreement and may result in penalties set forth in Article 9 of this Exhibit.
- D. The Grantee (or any lessee or concessionaire operating under the authority of the Grantee) shall not charge any fee or combination of fees totaling more than: \$13.00 to include but not limited to fees for: vessel launch and retrieval, parking, entry, day-use, and water-use. Such funds may be collected and used only to make repairs, renewals, and replacements necessary for the efficient operation of the recreational small craft boat launching facility and to keep the facility in good repair at all times. The total fee charged may be adjusted annually in accordance with percentage changes in the *United States Bureau of Labor Statistics Consumer Price Index (CPI)* using the *U.S. City Average, All Items, 1982-84 = 100*, as of the Effective Date of this Agreement. Any adjustment exceeding the annual percentage change in the CPI shall be made only after the Grantee obtains the written approval of the Department. Such rates and fees shall be maintained at a level comparable to those charged at State owned Boat Launching Facilities in the region.
- E. The Grantee shall maintain the Project Area and all improvements funded by this Agreement in accordance with the Department of Parks and Recreation, Division of Boating and Waterways Maintenance Guidelines (Guidelines), a copy of which is attached to and made a part of this Agreement. The Department and its agents may, at any and all reasonable times during the term of this Agreement, enter the Project Area for purposes of inspecting the Project Area to determine if the facility is being maintained according to the Guidelines.
1. The Grantee shall provide to the Department, within sixty (60) days of the Effective Date of this Agreement, a maintenance schedule for approval detailing how each objective of the attached Guidelines will be addressed within the Project Area over



the term of this Agreement. Each objective of the Guidelines must be considered; any objectives that are not applicable to a Grantee shall be included in the schedule with notation that such objective does not apply to this Project Area. The Department shall not unreasonably withhold its approval; however, it is the Grantee's responsibility to ensure that such maintenance schedule adequately addresses Grantee's responsibilities and each objective. The Department's written approval of the maintenance schedule shall be required before any funds are disbursed.

2. The Grantee shall comply with the approved maintenance schedule throughout the term of this Agreement. Failure to maintain the facility according to the maintenance schedule is a breach of this Agreement and shall preclude the Grantee from receiving any future grants.
  3. Any changes to the maintenance schedule must be approved in writing by the Department.
- F. The Department shall not be liable for any costs of maintenance, management, control or operation of the Project Area.
- G. The Project Area shall be open and accessible for the use and enjoyment by the general public on equal and reasonable terms.
- H. All Project Area facilities shall be maintained and operated with due regard to public safety and in accordance with all applicable laws, ordinances, and regulations. All contracts relating to the operation of the Project shall include a nondiscrimination and compliance clause as referenced in Article 6, Subpart C of this Exhibit.
- I. All concession agreements for the operation and maintenance of the Project Area must have the written approval of the Department prior to award. The Department will approve such concession agreements only when the Grantee can demonstrate that private sector operation is the best available alternative. Concession agreements of a short-term duration (five years or less) are preferred, with renewal based upon performance reviews by both the local governmental agency and the Department. Any concession agreement for operation and maintenance of greater than five (5) years shall require the concessionaire to make a capital investment, acceptable to the Department, in the Project Area.
- J. All concession agreements for operation of the Project shall provide the following:
1. Fees paid to the Grantee by the concessionaire for the operation and maintenance of the Project (usually a percentage of gross receipts) may only be for "reasonable administrative charges" so as not to motivate the Grantee to turn over the operation and maintenance of the Project for purely profit considerations.

2. Fees paid to the concessionaire for use of the facility shall be no greater than those allowed in this Agreement.
3. The concessionaire shall operate the Project and all other improvements placed in the Project Area solely as a recreational small craft boat launching facility unless receiving written permission from the Grantee and the Department for other permanent or special event uses.
4. The Project Area shall be open and accessible for the use and enjoyment by the general public on equal and reasonable terms.
5. All Department signs shall be kept permanently in place.

#### ARTICLE 9 - BREACH OF AGREEMENT

The Department through written notice may require the Grantee to remedy (to Department's satisfaction) any breach of this Agreement within ninety (90) days of the date of such notice. The Department may extend the time permitting remedy of the breach if the Grantee begins such remedy within the said period; however, if the Grantee fails to proceed with or complete any remedial action within the time allowed, then the Department may take one or more of the following steps:

- A. The Department may take any action to correct the breach. The Grantee shall be liable for all costs, including administrative costs, incurred in the course of correcting the breach.
- B. The Department may require the Grantee to repay the Department for all Project Costs funded by the Grant. Grantee shall make such repayment within one-hundred and eighty (180) days of the close of the fiscal year within which Department demands repayment. Repayment shall be determined by the Department on a prorated unexpired term basis (the remainder of the twenty (20) year term as determined in Article 3, Subpart A).
- C. In the event the Grantee adopts time-of-day, speed zones, special-use area, pollution control measures, or any other restrictions which restrict any or all of the Project Area, or result in its closure or partial closure to any form of recreational vessel, the Department may determine the percentage of boaters affected and may require the Grantee to repay the Grant on a prorated unexpired term basis for that percentage of all Project Costs funded by the Grant. The Grantee shall make such repayment within one-hundred and eighty (180) days of the close of the fiscal year within which a Department demands repayment. Repayment shall be made according to a schedule determined by the Department after consultation with Grantee.

**ARTICLE 10 - LIABILITY AND FIRE INSURANCE**

A. The Grantee shall, at a minimum, maintain in full force and effect during the term of this Agreement the following insurance:

Bodily Injury or Death:	\$1,000,000 each person
	\$1,000,000 each occurrence
Property and Product Damage	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Fire Insurance	90% of the full insurable value of all insurable components of the Project.

B. All policy or policies shall contain the following endorsement:

The State of California, its officers, agents, employees and servants are hereby declared to be additional insured under the terms of this policy, as to activities of both the Grantee and the Department in respect to the Project, and this policy shall not be cancelled without thirty (30) days prior written notice to the Department.

C. The Grantee agrees that all contracts between it and the contractor (or contractors) responsible for construction of the Project shall contain a clause which requires the contractor(s) to obtain insurance in the minimum amounts and kinds specified above in Article 10, Subpart A.

D. The insurance requirements specified above in Article 10, Subpart A, may be satisfied to the extent that the Grantee can provide comparable protection for the Grantee and the Department by virtue of the Grantee's participation in any "risk management" plan, self insurance program, insurance pooling arrangement, or any combination of these, provided that the protection plan has been approved by the Department.

E. The Grantee agrees that all contracts between it and the designer (or designers) responsible for design and preparation of plans and specifications of the Project shall contain a clause requiring said designer(s) to obtain Architect's Professional Liability (errors and omissions) Insurance in the amount of \$1,000,000.

F. Copies of any policy or policies, including any new or renewal policy, shall be in a form satisfactory to the Department. Copies of such policy or policies shall be submitted to the Department at least twenty (20) days prior to the effective date or dates thereof.

G. Loss under any fire insurance policy shall be payable to the Department for deposit in an appropriate trust fund with the State of California. The proceeds may be paid to the Grantee upon the Grantee's application for the reconstruction of the destroyed facilities.

- H. The Department shall not be responsible for the payment of any premiums or assessments on Grantee's insurance policies.
- I. Grantee shall provide proof of insurance to the Department annually and upon written request by the Department.

**ARTICLE 11 - INSTALLATION OF OTHER FACILITIES**

- A. The Grantee may at its own expense place or cause to be placed within the Project Area any structure, alteration, and/or improvement in addition to those set forth and described in Exhibit B, provided that such facilities:
  - 1. Are constructed, maintained and operated for the use, enjoyment, protection and service of the public,
  - 2. Are in compliance with Article 8 of this Exhibit,
  - 3. Do not directly or indirectly reduce the service capabilities for the boating public called for in Exhibit B including the sanitary and parking facilities, and
  - 4. Have the prior written approval of the Department. Approvals shall not be unreasonably withheld.
- B. The Department shall not be obligated to make or cause to be made any alteration, improvement, or repair to any facilities within the Project Area in addition to the original construction to the Project as provided for herein.

**ARTICLE 12 - SIGN REFERRING TO DEPARTMENT FINANCING**

The Grantee shall cause a permanent sign to be installed within the Project Area, which shall include the Department's logo (to be provided by Department) and a statement that the Department financed the Project. The sign may contain additional statements, which recognize the participation of other government agencies in the Project. The sign shall be installed before the Project is made available to the public. The standard Department precast concrete sign shall be used unless the Grantee is required to use a different sign style or motif. An electronic drawing of the standard Department Project credit sign shall be furnished by the Department to the Grantee for inclusion in the plans and specifications. The location of the Project credit sign and make-up of a non-standard sign, including the dimensions, materials and lettering, requires the prior approval of the Department.



**ARTICLE 13 - DIRECTIONAL SIGNS**

The Grantee shall at the direction of the Department cause permanent directional signs to be installed, which shall provide adequate directions for reaching the Project Area. The signs shall be installed on major roads in the area and in as close proximity as possible to freeway exits in conformance with the provisions of the Local Agency's Development Code and the State Department of Transportation (Cal Trans) policy. The locations and make-up of the signs, including the dimensions, materials, and lettering, require the prior approval of the Department.

**ARTICLE 14 - WAIVER OF RIGHTS**

Any waiver by either party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter.

**ARTICLE 15 - PROJECT REPRESENTATIVES**

The Grantee and the Department shall each designate specific staff representatives for the purposes of communication between parties. Grantee's representative shall be by delegation of authority, signed by the person designated by Resolution to sign the contract or any amendments, and to make decisions concerning the contract.

**ARTICLE 16 - REMEDIES NOT EXCLUSIVE**

The use by either the Department or the Grantee of any remedy specified in this Agreement for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

**ARTICLE 17 - OPINIONS AND DETERMINATIONS**

Where the terms of this Agreement provide for action to be based upon the opinion, judgment, approval, review, or determination of either the Department or Grantee, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious or unreasonable.

**ARTICLE 18 - ASSIGNMENT**

No assignment or transfer of this Agreement or any part hereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the Department in writing. The Department's approval shall be granted at its sole discretion and may be made subject to such reasonable terms and conditions as the Department may impose.

**ARTICLE 19 - SUCCESSORS AND ASSIGNS OBLIGATED**

This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties hereto.

**ARTICLE 20 - LIABILITY**

- A. The Grantee waives all claims and recourse against the Department, including the right to contribution for any losses or damages arising from, growing out of, or in any way connected with or incident to this Agreement.
- B. The Grantee agrees to indemnify, defend and hold harmless, the Department, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, entity or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and/or from any and all claims and losses accruing or resulting to any person, firm, entity or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
- C. The Grantee shall indemnify, hold harmless, and defend the Department, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability connected with or arising out of the acquisition, design, construction, operation, maintenance, existence or failure of the Project.
- D. If the Department is named as a co-defendant, the Grantee shall notify the Department and represent it unless the Department elects to represent itself. If the Department undertakes its own defense, it shall bear its own litigation costs, expenses and attorney's fees.

**ARTICLE 21 - TERMINATION**

- A. **Prior Termination.** This Agreement shall terminate on the date specified in Article 7, Subpart A of this Exhibit if by such date (1) the Grantee has not met all conditions precedent to disbursement under this Agreement, or (2) the Department has disbursed no part of the Grant funds.
- B. **Termination.** In addition to the Department's right to terminate pursuant to Exhibit C, and as otherwise provided in this Agreement, the Department may terminate this Agreement without cause upon a thirty (30) calendar days advance written notice to the Grantee.
- C. **The Grantee shall promptly return all advanced funds to the Department.**

**ARTICLE 22 - SUPERSEDING GENERAL TERMS AND CONDITIONS (GTC)**

- A. **The reference to the Contractor in Exhibit C is the Grantee in this Agreement.**
- B. **Notwithstanding Paragraph 13 in Exhibit C, payment to Grantee for expenses shall be limited as provided for in Article 5 of this Exhibit.**
- C. **Paragraph 5 in Exhibit C is replaced by Article 20 of this Exhibit.**

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# **Department of Parks and Recreation, Division of Boating and Waterways Maintenance Guidelines**

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## **Introduction**

This document presents guidelines for meeting the minimum maintenance standards for the operation and maintenance of publicly owned boat launching facilities that are funded by the California Department of Parks and Recreation, Division of Boating and Waterways (DBW).

Because DBW funds these publicly owned facilities, the State has a financial stake in their success. The attached guidelines, developed by DBW, are intended to ensure that DBW funded boat launch facilities are managed and maintained in a manner compatible with DBW's mission – *to provide safe and convenient boating access* – and that the public entity owning the facility (the "Agency") is fulfilling its responsibilities. The Agency's primary responsibility in this context is maintaining the value of the property, including both tangible site improvements and the intangible value of the boat launch facility's reputation with the boating public.

## **Scope**

The scope of these guidelines is limited to those items that reflect the quality of the boat launch facility (BLF) and its operations. The seven categories that are addressed are: (1) regular maintenance, (2) major maintenance, (3) boat launch facility staff, (4) boat launch facility operations and administration, (5) boat launch facility regulations, (6) security, and (7) amenities.

The scope does not include financial measures and other items that would be covered separately when a Memorandum of Understanding (MOU), Operating Agreement, Concession Agreement or Lease Agreement occurred between an Agency and an operator. In addition, these guidelines are separate from, and complementary to, the conditions and expectations set forth in any contractual agreement that might exist between the Agency and an operator. These guidelines were developed under the assumption that any contractual obligations, such as financial performance, reporting, and lease payments from an operator to an Agency, would be monitored separately. However, in the event that an Agency contracts out the operation of a BLF to an operator, any agreement between the Agency and the operator must specify that the operator must apply these guidelines and operate and maintain the BLF to at least the minimum condition that would be achieved by following these guidelines.



These guidelines should be applied within the context of the existing maintenance conditions of the boat launch facility. Likewise, they should reflect long-term goals for the boat launch facility.

The three key long-term goals that apply to most publicly owned boat launch facilities are as follows:

- Maintain the boat launch facility to a standard that attracts boaters to the boat launch facility
- Meet current and long-range needs of the community and of boaters in the region
- Produce, or set aside, revenues sufficient to maintain the boat launch facility infrastructure

The following guidelines represent the minimum that shall be required of an Agency to operate and maintain a DBW funded BLF.

### ***Guidelines***

The following table documents, in categories, the minimum outcomes that must be met in a properly maintained DBW funded BLF. The Agency is responsible for preparing, and updating, a maintenance schedule describing, in detail, how each of the objective/outcomes will be addressed by the Agency during the term of the BLF contract. During the grant term, the maintenance schedule shall be updated every five years, and whenever there are changes to the property, expected or unexpected, that might normally require changes in maintenance levels (examples include, but are not limited to, new construction or other major physical and non-physical changes including storm damage, faster than anticipated erosion, or higher than expected usage). In the event that such a change will not require a change in maintenance levels an updated maintenance schedule is still required; and, the Agency must clearly document why no change in service is required.

In order to verify that Agencies are maintaining facilities as required, DBW will make periodic and random inspections of funded BLFs. After an inspection, Agencies will be provided with DBW's inspection results. In the event that facilities are not being maintained to DBW's guidelines, the Agency will be required to respond and take corrective action immediately. Agencies that do not maintain their facilities to at least these guidelines will not be considered for future DBW funding.

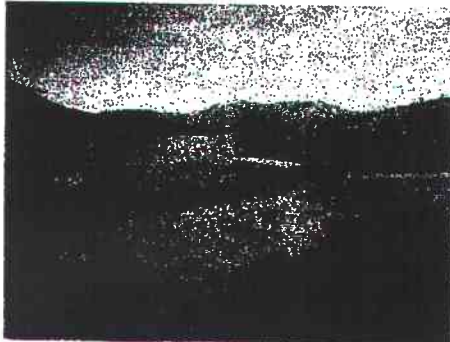
Category	Objectives/Outcomes
<b>A. Regular Maintenance</b>	Maintenance of existing and new structures and facilities is conducted on a regular basis to maintain viability of the boat launch facility. Taking into account the initial condition of the boat launch facility, the facilities, including ramps, boarding floats, restrooms, lighting, and landscaping are maintained in a safe, neat, sanitary, and orderly condition.
<b>B. Major Maintenance</b>	Inspections for possible major maintenance problems are conducted to prevent the need for premature replacement of facilities. The boat launch facility structures are maintained in an acceptable manner, enhancing the long-term viability of the boat launch facility and reducing risk to users, the Agency, and DBW. The facility is maintained in an insurable condition and is free of defects caused by neglect. Major maintenance of necessary items is scheduled and completed in a timely manner and minimizes degradation of the boat launch facility.
<b>C. Staff</b>	Boat launch facility staff, where provided, are qualified, competent, and experienced. Staff are (1) knowledgeable about boats and boating, (2) available every day including peak season holidays, (3) friendly, (4) professional in appearance, and (5) proactive in meeting the needs of customers.

**Maintenance & Operation Guidelines**

Category	Objectives/Outcomes
<b>C. Staff (cont.)</b>	Boat launch facility staff, where provided, are responsive to customers and maintain a service orientation. A mechanism to reach staff or other personnel in off-hours or emergencies is in place.
<b>D. Operations and Administration</b>	The Operator has a long-range plan to maintain viability of the boat launch facility that is realistic and reflective of DBW's mission.  The staff management plan specifies staffing levels and availability of staff, and procedures for responses to complaints. All facilities and services are operated in accordance with hours authorized in the contract/operating agreement.
<b>E. Regulations</b>	The boat launch facility is in compliance with applicable federal, state, and local laws, rules, regulations, contracts, and restrictions.
<b>F. Security</b>	Boat launch facility security is maintained to appropriate guidelines for the region. The Boat launch facility security system is in place and operational and law enforcement incidents at the boat launch facility are at levels similar to other boat launch facilities in the region.
<b>G. Amenities</b>	Amenities provided are in good condition, and help draw customers to the facility.

**EXHIBIT "B"**

**LAKE SKINNER BOAT LAUNCHING FACILITY  
FEASIBILITY REPORT**



*Approach and Launch Ramp*



*Parking Area and Fish Cleaning Station*

Riverside County

\$200,000 Planning Grant

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**SUMMARY**

The Boating and Waterways Commission (Commission) is being asked to provide Advice and Comment on Riverside County's (County) request for a \$200,000 planning grant from the Harbors and Watercraft Revolving Fund (HWRF) to design and permit Ramp #1 at the Lake Skinner Boat Launching Facility (BLF) at Skinner Reservoir.

The proposed planning grant would fund the design, permitting, and establishment of an engineer's cost estimate to replace two of the four launch ramp lanes with concrete v-groove lanes, repair cracks, slurry seal, and stripe the parking area, upgrade the restroom for ADA compliance, replace the two boarding float guide rails, provide an ADA path of travel to the site's components, replace the fish cleaning station, and install a project credit sign. Based on the cost estimate provided by the County, it is anticipated that they may seek grant funding of approximately \$570,600 to construct this project in Fiscal Year (FY) 2020/21. Based on this estimate, the total project cost is anticipated to be \$770,600. DBW expects revisions to the cost estimate during project design. The County, at its expense, must complete the California Environmental Quality Act (CEQA) requirements by September 30, 2018.

There are no expected problematic financial, engineering, permitting, stakeholder or public access issues associated with this project. If approved, the design and engineering are expected to be complete by March 1, 2020.

California State Parks, Division of Boating and Waterways (DBW) seeks Commission Advice and Comment on this proposed \$200,000 HWRF planning grant *with conditions* to Riverside County for the Lake Skinner Ramp #1 described in this February 22, 2018 Feasibility Report.

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**GRANT APPLICANT AND PREVIOUS COMMISSION ACTION**

**Grant Applicant**

The grant applicant for the proposed project is Riverside County. The Metropolitan Water District of Southern California (Metro) owns the land and controls the water and its levels. The County leases the property from Metro through a management agreement which includes



responsibility for the park area and the boat launch ramps. This agreement expires in 2030. Metro and the County are currently in the process of extending the lease. As a condition of the grant, the County is required to have a new 25-year agreement in place before it can be reimbursed for eligible grant expenditures. Rocky Mountain Recreation Co. operates and maintains the marina-boat rental facility at the reservoir through a concessionaire agreement.

#### Commission Site Visit

Boating and Waterways Commissioner Douglas Metz completed an official visit to Lake Skinner Ramp #1 for this proposed grant on February 15, 2018.

#### Previous Commission Action

In FY1973/74, the Commission approved a grant of \$400,000 for construction of four lanes at BLF #1 at Lake Skinner.

In FY1979/80, the Commission approved a grant of \$100,000 for additional improvements to the BLF #1.

In FY1983/84, the Commission approved a grant of \$400,000 for construction of two lanes at BLF #2.

In FY1985/86, the Commission approved a grant of \$140,000 for additional improvements to BLF #2.

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### GENERAL LOCATION AND AREA

#### Location

Skinner Reservoir is in the southeastern portion of California in the census-designated area of Winchester. It is approximately 12 miles northeast of Temecula and 62 miles southeast of Ontario International Airport. The proposed project site is located on the reservoir's east side, in the north side of Lake Skinner Park.

From Ontario International Airport, travel east on Interstate 10 East for nearly two miles, then merge onto Interstate 215 South. Travel south for over 45 miles, exiting on eastbound Scott Road. Travel east for nearly five miles and Scott Road becomes Washington Street. In approximately four miles, Washington Street will become Borel Road. In under four miles, turn left onto Warren Road. Follow Warren Road for 2.5 miles to the proposed project site.

#### Area

The project is in a rural area of western Riverside County. The County's population is over 2.1 million residents, and Winchester is approximately 2,500 of the total amount. The residential areas of Winchester and the town of Murrieta are west of Lake Skinner. The surrounding areas are home to mostly agricultural businesses, such as wineries, and have also become popular bedroom communities for the Los Angeles and San Diego areas. The proposed site is surrounded by foothills on the north, south, and east sides. The closest public boat launch facilities are Diamond Valley Marina, 22 miles north, and Lake Elsinore 25 miles northwest.

Diamond Valley Marina is a larger lake with higher speed limits, and does not allow body contact with the water. It has launch lanes and a snack shack. Lake Skinner provides more family-friendly facilities, such as campgrounds, picnic and day use areas, playgrounds, a water park, a camp store, and a restaurant. Also, Lake Skinner is open seven days a week, and Diamond Valley Lake is closed on Mondays & Tuesdays.

#### History

The property that would become Skinner Reservoir was purchased by the Metropolitan Water District of Southern California in 1963. Construction of Skinner Clearwell Dam began in 1971, and Lake Skinner was created after the dam's completion in 1973. Riverside County began work on the Lake Skinner Recreation area in 1973, completing it in 1976. Water is supplied by the Colorado River Aqueduct and the State Water project. The reservoir stores drinking water and its filtration plant currently supplies treated water to 2.5 million people in Riverside and San Diego Counties.

#### Usage

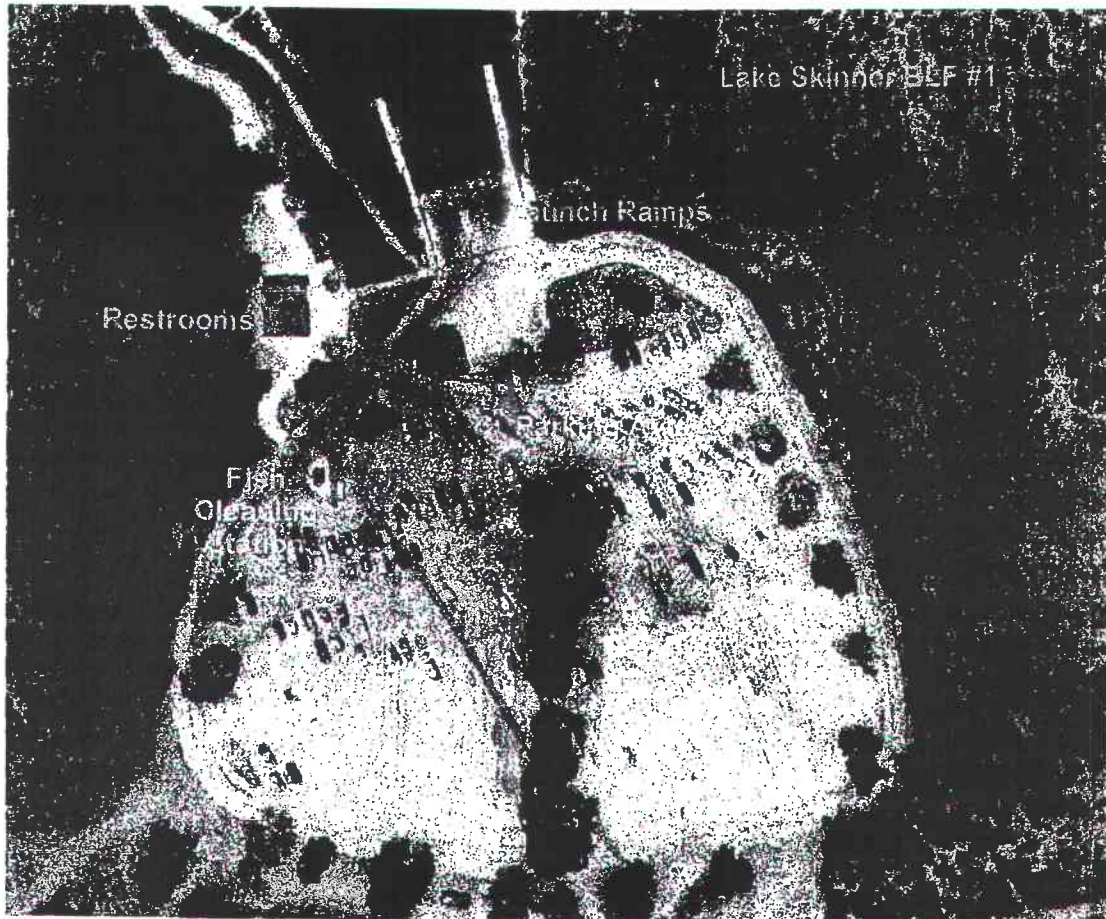
Lake Skinner is open year-round from 6 a.m. to sunset for day use, and includes 241 campsites for overnight stays. Other features include a camp store, boat rentals, laundry facilities, a water park, showers, restrooms, toilets, and an amphitheater. The reservoir is used for storing drinking water, and body contact is not allowed. A majority of the users are from Riverside County with some visitors traveling from Los Angeles, San Diego, and Orange Counties.

Vessels with gasoline engines are allowed if MTBE-free fuel is used. Four-stroke and two-stroke engines with direct fuel injection are also allowed. Currently, there are two boat launch facilities on the reservoir; Ramp #1 is for motorized boats in the northern area of the park, and Ramp #2 is in the southern portion of the park, and is used by non-motorized vessels. Ramp #1 in the northern portion of the park is the proposed project site. The annual total number of motorized launches at Ramp #1 is approximately 4,200 vessels, with an additional 1,400 annual non-motorized launches at Ramp #2.

Reservoir visitors enjoy boating, camping, fishing, hiking, biking, and equestrian trails. Fishing at Lake Skinner is the most popular boating activity. Bass, carp, and bluegill are available in the lake year-round, and it is stocked with catfish in the summer and trout in the winter. Lake Skinner boaters also launch sail boats, pontoon boats, kayaks, and canoes. Annually, the County sponsors a youth fishing clinic in partnership with the California Department of Fish and Wildlife, and also hosts many private fishing tournaments throughout the year. In May, Lake Skinner hosts Metro's Solar Boat program, and in June, it is the site of the Temecula Valley Balloon and Wine Festival.

During the Solar Boat Program in May, Ramp #1 is closed to motorized boaters Friday – Sunday, and are redirected to Ramp #2 for that weekend. Metro elevates the water level this weekend to allow motorized users to launch at Ramp #2. The Temecula Valley Balloon and Wine Festival rents the entire park from the County. It is closed to boat launches that weekend and the parking lot at Ramp #1 is used for vendor parking. There is no mandate in the agreement between the County and Metro to keep water levels high enough to accommodate boating, only to ensure their water filtration plant will be functional. The County's Park District Rangers patrol Lake Skinner Park and its facilities.

The underserved populations visit Lake Skinner, as the County offers discounts on annual launch passes, fishing pass books, annual day use passes, disabled user passes, and veteran's passes. The youth fishing clinic is also free to all participants.



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### Existing Conditions

The current conditions at Ramp #1 feature a four-lane concrete launch ramp without v-grooves, and one boarding float on each side of the ramp. The two boarding floats are currently in satisfactory condition. The curbing and rails used to deploy the boarding floats are deteriorating and in need of replacement. The concessionaire may add a third boarding float outside of the DBW improved area in the future. The parking area features 155 vehicle/trailer spaces including three accessible spaces and eight single vehicle spaces including two accessible spaces. It has large cracks and shows signs of wear. The restrooms, fish cleaning station, and the pathway to the BLF's components are not currently ADA compliant. The lake is infested with quagga mussels.

In their Ten-Year Capital Improvement Program, the County plans to improve the Park's interior roads, build a new maintenance facility, install a clubhouse/restroom/shower facility, provide an automated main entry gate, install a new entrance kiosk, upgrade the shade shelters, add a group camp restroom, and upgrade the electrical/water/sewer infrastructure.



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## PROJECT DESCRIPTION

### Proposed DBW Scope

If approved, DBW would contribute up to \$200,000 for the development of a concept design and cost estimate to determine most cost effective access solutions. This funding will also provide engineering plans, specifications, and permitting for the future construction of the following improvements:

**Boat Launch Ramp** – Two of the four launch lane would be replaced as v-grooved concrete launch lanes, with the other two lanes remaining as-is.

**Boarding Float Rails** – The metal rails and concrete curbing used to deploy the two cable-guided boarding floats on both sides of the ramp would be replaced.

**Parking Area** – The asphalt parking area's cracks would be repaired and slurry sealed and striped, to provide a total of 163 parking spaces; 155 vehicle/trailer parking spaces including three ADA spaces, and eight single vehicle spaces, including two ADA single vehicle spaces.

**Restrooms** – The current restrooms would be upgraded to provide ADA accessibility. Due to the challenges of the site's sloping topography, there is a possibility it would be more cost effective to install a separate ADA restroom. If that is the case, it will be designed accordingly to maximize DBW funding.

**Fish Cleaning Station** – A new fish cleaning station would be provided in an ADA accessible location. Possibly at the existing location or at the head of the ramp.

**ADA Path of Travel** – An ADA path of travel between BLF components would be provided.

**Additional Features** – A concrete project sign would also be included.

### Cost Estimate

The proposed planning grant is for up to \$200,000 to fully fund the design, permits, and establishment of an engineer's estimate of probable construction costs. Any remaining unspent funds will be used for construction expenses, if approved. The County's preliminary estimate shows the total project cost is expected to be \$770,600. See Table 1 for a breakout of estimated costs.

### Project Status

A proposed project scope and project cost estimate were provided by the County with the grant application for Ramp #1 in January 2014 (see Exhibit A – Design Layout Options on page 8), and are subject to changes based on available funding and requirements of the permitting agencies.

### Timeline

The County estimates that the design and permitting would be completed approximately two years from execution of the proposed planning grant agreement. It is estimated the County would seek construction funding for approximately \$540,772 in FY 2020/21.

### Engineering Feasibility

There are no particularly difficult or unusual problems associated with the proposed project.



<b>Table 1: Lake Skinner BLF Project Cost Estimate</b>	
<b>CONSTRUCTION SCOPE</b>	<b>COST ESTIMATE</b>
Mobilization	\$ 30,000
Demolition	40,000
Boat Launch Ramp	200,000
Boarding Float Curbs & Rails	30,000
Parking Area	75,000
Restroom Upgrades	80,000
Fish Cleaning Station	40,000
Accessible Pathway	35,772
Project Credit Sign	10,000
<b>Construction Subtotal</b>	<b>\$ 540,772</b>
<b>NON-CONSTRUCTION COSTS</b>	
Escalation 12.5%	67,597
DBW Contingency 10%	54,077
Engineering 12%	64,893
Inspection 5%	27,039
Permits 3%	16,223
<b>Non-Construction Subtotal</b>	<b>\$ 229,828</b>
<b>TOTAL ESTIMATED PROJECT COST</b>	<b>\$ 770,600</b>
Source = DBW Engineer's Cost Estimate dated January 2014	
*Percentages are of the Construction Subtotal	
*2.5% per year for 5 years = 12.5% escalation	

#### Environmental Impact and Permits

The County has not yet completed CEQA for this site. CEQA must be completed by September 30, 2018 at no expense to the State. This is a recommended condition of this grant. No reimbursement will occur until CEQA is complete. The County anticipates seeking necessary project permits from the following agencies:

- Army Corps of Engineers
- Regional Water Quality Control Board

#### PROJECT METRICS

##### Annual Launches

**Current:** According to the County's grant application, the annual number of boat launchings at the existing facility is 4,200.

**Future:** The County estimates that the annual number of motorized boat launches at the new facility will be approximately 5,040, a 20% increase, after the new ramp is constructed (based on current unimproved usage).

The County estimates that the annual number of motorized boat launches at the new facility will be approximately 5,040, a 20% increase, after the new ramp is constructed.

##### Annual User Days

**Current:** Based on the California Boating Needs Assessment study published in 2002, the average for numbers of users per boat in the California Southern Interior is 4.35, however the usage at this lake is primarily with fishing and pontoon boats. As a result, staff has adjusted this

to 3.0 to establish a conservative user estimate. Therefore, the estimated annual number of user days is 12,600 (annual launches \* users per boat).

**Future:** DBW estimates that the annual user days for this facility will increase by 20 percent, to 15,120 annual user days.

#### **User Day Value**

**Current:** The 2002 the Boating Needs Assessment Study estimated a base user day value. This value, adjusted for Consumer Price Index, is \$24.92 per user. The total current annual user day value for the facility is \$313,992 (user day value \* annual user days).

**Future:** The Boating Needs Assessment Study estimated a base user day value. This value, adjusted for CPI, is \$24.92 per user. The total annual user day value for the proposed facility is approximately \$376,790 (user day value \* annual user days).

#### **Benefit-Cost Ratio**

A common method in the analysis of investments is to establish net present value of the benefits and costs associated with a project. If the Benefit-Cost ratio exceeds "1" then the investment, weighed against available investment alternatives, is worthy of consideration from a financial perspective. The results of this analysis are as follows:

**Benefit.** The total benefits over the 20 year life of the project are estimated at \$5,350,260.

**Cost.** Assuming a total project cost of \$770,600 (\$200,000 Design & Permits, \$570,600 Construction and annual operation and maintenance costs), the net costs over the 20 year grant period are estimated to be \$1,793,670.

**Ratio.** Therefore, the estimated Benefit-Cost Ratio is 2.98.

#### **User Fees**

Riverside County currently charges a \$6 entrance fee per vehicle for day use and an additional boat launch fee of \$5 for a total of \$11. The County stated they may raise launch fees after the project is completed but will keep them below DBW's required fees. There is also an additional \$4 fee for fishing. On holidays, the County raises its entrance fee to \$20, including boat launches. The County has committed to limiting the fees on holidays to \$13 for boaters after the facility is improved.

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#### **CONCLUSION**

DBW's analysis indicates that this project, as proposed, is feasible from an engineering perspective, is cost effective, and increases public access.

#### **COMMISSION ADVICE AND COMMENT**

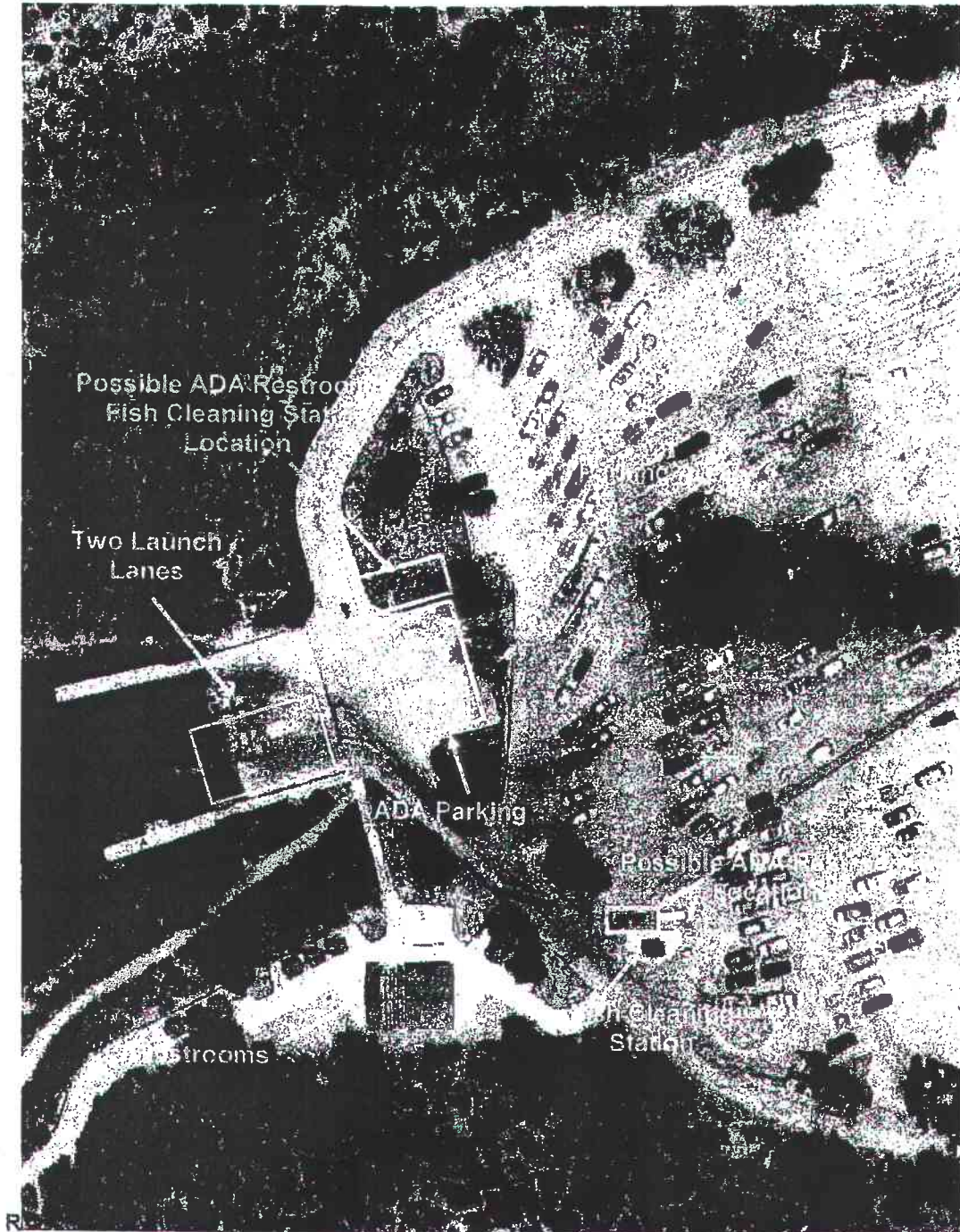
DBW seeks Commission Advice and Comment on the proposed \$200,000 (HWRF) planning grant *with conditions* to Riverside County for improvements described in this *February 22, 2018 Feasibility Report*.

#### **CONDITIONS**

- Riverside County must complete the California Environmental Quality Act (CEQA) requirements by September 30, 2018 at no cost to the State. No reimbursement will occur until CEQA is complete.
- The County's current management agreement with Metro expires in 2030. The County is required to have a new 25-year agreement signed before it can be reimbursed for eligible grant expenditures.



Exhibit A - Design Layout Options



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**Lake Skinner BLF  
Addendum to Feasibility Report**

**Grant Agreement  
#C4129041**

**EXHIBIT B  
ATTACHMENT 1**

This document is being supplied as an addendum to the Feasibility Report to align with the presentation made to the Boating Commission February 22, 2018 regarding the Lake Skinner BLF project.

The below is hereby added to the Lake Skinner Boat Launching Facility Feasibility Report:

<b>Lake Skinner BLF Planning Grant Budget</b>	
<b>PLANNING SCOPE</b>	<b>COST ESTIMATE</b>
Concept Design & Cost Estimate	\$ 30,000
Engineering 12%*	64,893
Permits 3%*	16,223
Construction	88,884
<b>Planning Total</b>	<b>\$ 200,000</b>
*Percentages are based on the Construction Subtotal	

The management agreement condition at the bottom of Page 7 is deleted and replaced with:  
"The Operations & Maintenance agreement between the County and Metro must be extended through the term of the grant." No reimbursement of grant expenditures shall occur until this is in place.



GTC 04/2017

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:



a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)


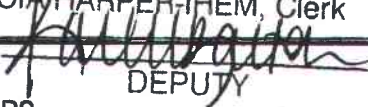
CA129041

Lake Skinner BLF

CCC 04/2017

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i> 		ATTEST: KECIA HARPER-IHEM, Clerk
<i>Printed Name and Title of Person Signing</i> CHUCK WASHINGTON CHAIRMAN, BOARD OF SUPERVISORS		By  DEPUTY
<i>Date Executed</i> 6/5/18	<i>Executed in the County of</i> Riverside	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

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certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**PROFESSIONAL SERVICE AGREEMENT**

**For**

**LAKE SKINNER BOAT LAUNCH #1 ENGINEERING SERVICES**

**Between**

**RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE  
DISTRICT**

**and**

**INFRASTRUCTURE ENGINEERING CORPORATION**



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This Agreement, made and entered into this \_\_\_ day of \_\_\_\_\_, 2020, by and between **INFRASTRUCTURE ENGINEERING CORPORATION**, a California Corporation, (herein referred to as "CONTRACTOR"), and the **RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT**, a park and open-space district created pursuant to California Public Resources Code Div.5, Ch.3, Art. 3, (herein referred to as "DISTRICT"). The parties agree as follows:

**1. Description of Services**

**1.1.** CONTRACTOR shall provide all services as outlined and specified in Exhibit 'A', Scope of Services, at the prices stated in Exhibit 'B', Cost Summary.

**1.2.** CONTRACTOR will prepare all designs and specifications in conformance with the most recent version of the Department of Boating and Waterways' Layout, Design and Construction Handbook for small craft Boat Launching Facilities.

**1.3.** CONTRACTOR shall submit design and specifications to the Department of Boating and Waterways and DISTRICT on 11x17 hardcopies, DVD or CD in size 4D, and 11x17 PDF.

**1.4.** CONTRACTOR shall submit plans and specifications to the DBW at 30%, 60%, 90%, and 100% completion.

**1.5.** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the DISTRICT relies upon this representation. CONTRACTOR shall perform to the satisfaction of the DISTRICT and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.6.** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit 'B'. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.7.** Acceptance by the DISTRICT of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect until June 30, 2021, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The DISTRICT'S Board of Director's is the only authority that may obligate the DISTRICT for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1.** The DISTRICT shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit 'B', Cost Summary. Maximum payments by

DISTRICT to CONTRACTOR shall not exceed ONE HUNDRED THIRY ONE THOUSAND FIVE HUNDRED NINETY-FOUR DOLLARS (\$131,594.00), including all expenses. The DISTRICT is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit 'B', Cost Summary, DISTRICT shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2.** No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the DISTRICT. The DISTRICT requires written proof satisfactory to DISTRICT of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of thirty (30) days advance notice in writing is required to be considered and approved by DISTRICT. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas. Increase may also include Product Pricing Index (PPI) and/or manufacturer's increases, as applicable to the service. CONTRACTOR shall be required to provide all justification information on increases related to the goods used in this service. Labor rate increases by the Department of Industrial Relations (DIR) will be considered as they are released twice per year and be subject to satisfactory performance review by the DISTRICT and approved (if needed) for budget funding by the Board of Directors.

**3.3.** CONTRACTOR shall be paid only in accordance with an invoice submitted to DISTRICT by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and DISTRICT shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by DISTRICT. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Regional Park and Open-Space District  
Attn: Finance  
4600 Crestmore Road, Jurupa Valley, CA 92509  
OR: Email invoices to: parks-finance@rivco.org

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number PKARC-250; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

**3.4.** The DISTRICT obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of DISTRICT funding from which payment can be made. No legal liability on the part of the DISTRICT shall arise for payment beyond June 30<sup>th</sup> of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONTRACTOR in writing; and this agreement shall be deemed terminated, have no further force, and effect.

**3.5. Labor Code and Prevailing Wages Rates**

**3.5.1** Certain Classifications of Labor under this contract are subject to prevailing wage requirements. It is anticipated that survey and/or soils testing work will or may be performed which classifications are subject to payment of prevailing wage when performed as pre-construction or construction activities on a public works project.

**3.5.2** Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's compensation insurance and directly affect the method of prosecution of the work by CONSULTANT and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes CONSULTANT'S certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes CONSULTANT'S certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

**3.5.3.** Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>, and are available at the main office of COUNTY.

**4. Alteration or Changes to the Agreement**

**4.1.** The Board of Directors and/or the authorized DISTRICT representatives are the only representatives who may at any time, by written order, alter this Agreement. If authorized by the Board

of Directors, the Purchasing Agent may exercise the option to extend the term period pursuant to the terms of this Agreement and execute amendments to effect the term period extensions. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2.** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the DISTRICT Purchasing Agent decides that the facts provide sufficient justification, may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** DISTRICT may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2.** CONTRACTOR may terminate this Agreement without cause upon 180 days written notice served upon the DISTRICT stating the intent and effective date of termination. CONTRACTOR will return funds to DISTRICT on a pro-rata basis, if applicable.

**5.3.** DISTRICT may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the DISTRICT may proceed with the work in any manner deemed proper by DISTRICT.

**5.4.** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to DISTRICT and deliver in the manner as directed by DISTRICT any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to DISTRICT.

**5.5** After termination, DISTRICT shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**5.6** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason



whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.7. CONTRACTOR is not debarred from the System for Award Management (SAM). If the Agreement is federally or State funded, CONTRACTOR must notify the DISTRICT immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.8. The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by DISTRICT pursuant to this Agreement shall be the sole property of the DISTRICT. The material, reports or products may be used by the DISTRICT for any purpose DISTRICT deems to be appropriate, including, but not limit to, duplication and/or distribution within the DISTRICT or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the DISTRICT.

**7. Conduct of Contractor**

7.1. The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the DISTRICT of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the DISTRICT's interests.

7.2. The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3. The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to DISTRICT employees.

**8. Inspection of Service; Quality Control/Assurance**

**8.1** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the DISTRICT or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other DISTRICT representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the DISTRICT shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the DISTRICT. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the DISTRICT shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The DISTRICT may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the DISTRICT because of the CONTRACTOR's failure to perform.

**8.2.** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a DISTRICT representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

**9.1.** The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the DISTRICT. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which DISTRICT employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of DISTRICT merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2.** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status

required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.1.** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.2.** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with DISTRICT within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify DISTRICT within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.3.** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with DISTRICT in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, DISTRICT business operations related to this Agreement.

**9.4.** CONTRACTOR shall notify DISTRICT within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanctioned. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the DISTRICT; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the DISTRICT's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the DISTRICT's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2.** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the DISTRICT. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement. CONSULTANT verifies upon execution of this Agreement, possession of a current and valid license and certification in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit "A", and that services(s) will be performed by properly trained and licensed staff.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and DISTRICT shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR represents that it is an equal opportunity employer and shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with



Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

**15.1** CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or DISTRICT agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the DISTRICT. CONTRACTOR shall provide to the DISTRICT reports and information related to this Agreement as requested by DISTRICT.

**15.2** The COUNTY acknowledges that the CONSULTANT'S reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. Although ownership of such documents normally is retained by the CONSULTANT they nonetheless shall in this instance become upon their creation the property of the COUNTY whether the Project is constructed or not. The COUNTY may use design documents and the designs depicted in them, without the CONSULTANT'S consent, in connection with the Project, or other COUNTY Projects, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the Project(s). Any reuse of the documents by COUNTY without the written consent of the CONSULTANT shall be at COUNTY'S sole risk and without liability or legal exposure to the CONSULTANT, and COUNTY shall indemnify, defend and hold the CONSULTANT harmless from any claims or losses arising out of such use of the design documents by the COUNTY.

**15.3** Upon completion of each phase of work described in Exhibit "A", the CONSULTANT shall furnish to the COUNTY four (4) copies of the deliverables, and/or documents completed for that phase as specified in Exhibit "A". Upon approval thereof by the COUNTY, the CONSULTANT shall furnish one reproducible set along with an electronic copy on Compact Disk (CD) of the deliverables and/or documents.

**16. Confidentiality**

**16.1.** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; DISTRICT information or data which is not subject to public disclosure; DISTRICT operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2.** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the DISTRICT all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the DISTRICT, any such information to anyone other than the DISTRICT. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The DISTRICT'S Purchasing Agent, or designee, shall administer this Agreement on behalf of the DISTRICT. The Purchasing Agent is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**DISTRICT**

RIVERSIDE COUNTY REGIONAL PARK  
ENGINEERING  
AND OPEN-SPACE DISTRICT  
Attn: Finance  
4600 Crestmore Road  
Jurupa Valley, CA 92509

**CONTRACTOR**

INFRASTRUCTURE  
CORPORATION  
14271 Danielson Street  
Poway, CA 92064

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the DISTRICT may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the DISTRICT within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the

CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

Basic Indemnity. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to County), indemnify, and hold harmless County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members, officers, employees, agents, representatives and volunteers ("Indemnitee(s)"), and each of them, from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors.

CONSULTANT agrees to indemnify, defend and hold harmless, the Department of Parks and Recreation, Division of Boating and Waterways, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, entity or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and/or from any and all claims and losses accruing or resulting to any person, firm, entity, or corporation who may be injured or damaged by the DISTRICT in performance of this agreement.

CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for County pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 6.2, below.

6.2 Indemnity for Design Professional Services. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to County), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section. CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

Without affecting the rights of County under any other provision of this Agreement, CONSULTANT shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this section from each and every Subconsultant, of every Tier.

CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

## **22. Insurance**

**22.1.** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the



DISTRICT harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Regional Park and Open-Space District, its Divisions, Departments, their respective directors, officers, Board of Directors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**22.2.** The State of California, its officers, agents, employees and servants are hereby declared to be additional insured under the terms of this policy, as to activities of both the Grantee and the Department of Parks and Recreation, Division of Boating and Waterways (DBW) in respect to the Project, and this policy shall not be cancelled without thirty (30) days prior written notice to DBW.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The District.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insured.

**D. Professional Liability Insurance:**

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included in this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,00,000 annual aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer

with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the District Risk Manager. If the District's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the DISTRICT's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the DISTRICT has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the DISTRICT'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the District Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT.

8) CONTRACTOR agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**F. Architect's Professional Liability Insurance**

**23. General**

**23.1.** ASSIGNMENT: CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of DISTRICT. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2.** WAIVER: Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of DISTRICT to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing DISTRICT from enforcement of the terms of this Agreement.

**23.3.** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the DISTRICT on request; or at its option the DISTRICT may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4.** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5.** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to DISTRICT pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6.** Nothing in this Agreement shall prohibit the DISTRICT from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the DISTRICT to be in its best interest. The DISTRICT reserves the right to purchase more or less than the

quantities specified in this Agreement.

**23.7.** The DISTRICT agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to DISTRICT data, information, and personnel.

**23.8.** CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations. CONTRACTOR will comply with all applicable DISTRICT policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9.** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10.** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11.** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.12.** Cumulative Remedies. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement

**23.13.** Severability If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.14.** Authorization The CONTRACTOR has caused their duly authorized representative to approve the contents of this Agreement as representative of the CONTRACTOR's requirements for this project.

[Signature Provisions on Following Page]



23.15. This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.


IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

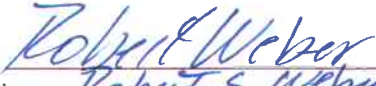
**DISTRICT**

RIVERSIDE COUNTY REGIONAL PARK  
OPEN-SPACE DISTRICT  
4600 Crestmore Road  
Jurupa Valley, CA 92509

**SERVICE PROVIDER**

INFRASTRUCTURE ENGINEERING  
CORPORATION  
14271 Danielson Street  
Poway, CA 92064

Signature:   
CHUCK WASHINGTON  
CHAIRMAN

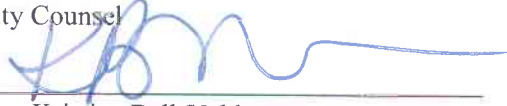
Signature:   
Print Name: Robert S. Weber  
Title: President

Dated: NOV 17 2020

Dated: 10-22-2020

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By:   
Kristine Bell-Valdez  
Supervising Deputy County Counsel

**ATTEST:**

KECIA R. HARPER, Clerk  
By:   
DEPUTY

## EXHIBIT "A"

### SCOPE OF SERVICE

1. Engineering Services for Lake Skinner Boat Launch #1, District Expectations
  - a. Preliminary and Final Engineering Design Services for the proposed facility. The proposed facilities will consist of the following:
    - i. Replace two of the four launch lanes on the existing boat launch ramp to incorporate v-grooved concrete launch lanes.
    - ii. Replace the metal boarding float rails and concrete curbing used to deploy the two cable-guided boarding floats on both sides of the ramp.
    - iii. Parking area – repair the asphalt parking area, slurry seal and re-stripe to provide a total of 163 parking spaces; 155 vehicle/trailer parking spaces (including three ADA spaces) and eight single-vehicle spaces (including two ADA single-vehicle spaces).
    - iv. Upgrade the current restroom for ADA Accessibility. Provide technical and cost feasibility of replacing the existing restroom building versus retrofitting.
    - v. Design a new fish cleaning station that ADA accessible
    - vi. Design a new concrete project sign
    - vii. Design an American Disabilities Act (ADA) compliant path of travel between boat launch facility components.
    - viii. Provide Construction Estimates
    - ix. Optional: Bidding and Construction Phase Services

## EXHIBIT "B"

### Cost Summary

#### Riverside County Regional Park and Open Space District Engineering Services for Lake Skinner Boat Launch #1

Task/ Subtask	Task/Subtask Description	Sr. Project Manager	Project Manager	Sr. Project Engineer	Project Engineer/ Sr. Designer	Engineer / CAD / Designer	Word Processor/ Admin Support	Subtask Labor-Hours	Subtask Labor Cost	Direct Cost	Subcontract	Total Cost
		\$235.00	\$220.00	\$185.00	\$170.00	\$130.00	\$100.00					
<b>TASK 1</b>	<b>PROJECT MANAGEMENT</b>											<b>\$5,510</b>
	Management & Administration		10				4	\$2,600	\$0	\$0	\$0	\$2,600
	Meetings		12				12	\$2,640	\$270	\$0	\$0	\$2,910
<b>TASK 2</b>	<b>DATA COLLECTION</b>											<b>\$3,200</b>
	Utility Companies		1	2	12		15	\$2,120	\$0	\$0	\$0	\$2,120
	Riverside County		1	2	4		7	\$1,080	\$0	\$0	\$0	\$1,080
<b>TASK 3</b>	<b>SURVEYING SERVICES</b>											<b>\$9,882</b>
	Field Survey and Base Mapping			4			4	\$740	\$100	\$9,042	\$0	\$9,882
<b>TASK 4</b>	<b>GEO TECHNICAL INVESTIGATION</b>											<b>\$10,152</b>
	Field Investigation & Report			2			2	\$370	\$0	\$9,782	\$0	\$10,152
<b>TASK 5</b>	<b>PRELIMINARY DESIGN</b>											<b>\$27,872</b>
	30% Plans				44		44	\$7,480	\$100	\$17,332	\$0	\$24,912
	30% Specs			12			12	\$2,220	\$0	\$0	\$0	\$2,220
	Cost Opinion			4			4	\$740	\$0	\$0	\$0	\$740
<b>TASK 6</b>	<b>PLANS, SPECIFICATIONS &amp; ESTIMATES</b>											<b>\$59,343</b>
	60% Plans			8	52		1	61	\$10,420	\$150	\$10,435	\$21,005
	60% Specs			10			1	11	\$1,950	\$0	\$0	\$1,950
	90% Plans	2		4	48	10	1	65	\$10,770	\$150	\$7,597	\$18,517
	90% Specs	2		8			1	11	\$2,050	\$0	\$0	\$2,050
	100% Plans			4	16	4	1	25	\$4,080	\$780	\$2,537	\$7,397
	100% Specs			6			1	7	\$1,210	\$0	\$0	\$1,210
	Storm Water Mgmt Plan			24		4	1	29	\$5,060	\$0	\$0	\$5,060
	Cost Opinion			4	4			8	\$1,420	\$0	\$0	\$1,420
	Construction Schedule			4				4	\$740	\$0	\$0	\$740
	Task Subtotal - Hours	4	24	94	168	34	11	335				
	Task Subtotal - Costs	\$940	\$5,280	\$17,390	\$28,560	\$4,420	\$1,100		\$57,690	\$1,550	\$56,719	<b>\$115,959</b>

**TOTAL NOT-TO-EXCEED FEE: \$115,959**

#### OPTIONAL SERVICES

Task/ Subtask	Task/Subtask Description	Sr. Project Manager	Project Manager	Sr. Project Engineer	Project Engineer/ Sr. Designer	Engineer / CAD / Designer	Word Processor/ Admin Support	Subtask Labor-Hours	Subtask Labor Cost	Direct Cost	Subcontract	Total Cost
<b>TASK 7</b>	<b>BIDDING &amp; CONSTRUCTION PHASE SRVCS.</b>											<b>\$15,635</b>
	Innovative Structural Engineering							0	\$0	\$0	\$1,430	\$1,430
	Community Works Design Group							0	\$0	\$0	\$5,445	\$5,445
	Moraes Pham & Associates							0	\$0	\$0	\$2,200	\$2,200
	Infrastructure Engineering Corporation			16	20			36	\$6,360	\$200	\$0	\$6,560
	Task Subtotal - Hours	0	0	16	20	0	0	36				
	Task Subtotal - Costs	\$0	\$0	\$2,960	\$3,400	\$0	\$0		\$6,360	\$200	\$9,075	<b>\$15,635</b>

**OPTIONAL SERVICES, NOT-TO-EXCEED FEE: \$15,635**

**TOTAL W/OPTIONAL SERVICES, NOT-TO-EXCEED FEE: \$131,594**

2020 Infrastructure Engineering Corporation  
**HOURLY CHARGE RATE AND  
EXPENSE REIMBURSEMENT SCHEDULE**

**Engineering**

Engineering Intern/Technician .....	\$ 85
CADD Designer I/Engineer I .....	\$ 135
CADD Designer II/Engineer II .....	\$ 150
CADD Designer III/Engineer III .....	\$ 160
Project Designer .....	\$ 165
Sr Designer/Project Engineer .....	\$ 175
SCADA Specialist .....	\$ 180
Senior Project Engineer .....	\$ 190
Project Manager .....	\$ 225
Senior Project Manager .....	\$ 235
Principal .....	\$ 260

**Surveying**

Survey Assistant I .....	\$ 125
Project Surveyor .....	\$ 145
Principal Surveyor .....	\$ 175
Field – 1 Person* .....	\$ 175
Field – 2 Person Crew* .....	\$ 260

**Construction\***

Asst Labor Compliance Coordinator .....	\$ 115
Sr. Labor Compliance Coordinator .....	\$ 140
Asst CM Coordinator .....	\$ 115
CM Coordinator .....	\$ 125
Senior Construction Inspector .....	\$ 155
Resident Engineer .....	\$ 165
Construction Manager .....	\$ 200
Senior Construction Manager .....	\$ 210

**Environmental**

Intern/Technician .....	\$ 80
Technical Editor .....	\$ 110
Env Specialist I/Project Coord I .....	\$ 125
Graphic Artist .....	\$ 120
Lead Technical Editor .....	\$ 130
Env Specialist II/Project Coord II .....	\$ 145
Env Specialist III/Project Coord III .....	\$ 155
Project Manager .....	\$ 215
Senior Project Manager .....	\$ 235
Principal .....	\$ 250

**Program Management**

Assistant Program Manager .....	\$ 155
Program Manager .....	\$ 170
Senior Program Engineer .....	\$ 180
Senior Program Manager .....	\$ 180
Principal .....	\$ 260

**Flow Monitoring**

Field Tech I .....	\$ 80
Field Tech II .....	\$ 100
Field Tech III .....	\$ 110
Field Supervisor .....	\$ 125
Field Operations Manager .....	\$ 160
Project/Data Manager .....	\$ 180

**Administrative**

Word Processor/Admin Support .....	\$ 100
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Subconsultants will be billed at cost plus 10% unless specified otherwise in the agreement.

All base rates will escalate by 3% per annum.

\* Field personnel rates are inclusive of vehicle, mileage, phone, computer, survey equipment, etc. Inspection rates shown are for prevailing wage projects. Inspection rates for overtime are \$30 dollars an hour more than the listed rate.

**Reimbursable Costs**

Reproduction, special photography, postage, delivery services, express mail, printing, travel, parking, and any other specialty services performed by subcontractor will be billed at cost plus 15%.

Mileage will be billed at the current IRS allowed rate.



# EXHIBIT C

## Description of Services

Services will consist of technical study and field investigation to support the preliminary and final engineering designs for the proposed facilities. The proposed facilities will consist of the following:

- Replace two of the four launch lanes on the existing boat launch ramp to incorporate v-grooved concrete launch lanes.
- Replace the metal boarding float rails and concrete curbing used to deploy the two cable-guided boarding floats on both sides of the ramp.
- Parking Area – Repair the asphalt parking area, slurry seal and re-striping to provide a total of 163 parking spaces; 155 vehicle/trailer parking spaces (including three ADA spaces) and eight single-vehicle spaces (including two ADA single-vehicle spaces).
- Upgrade the current restroom for ADA accessibility. The technical and cost feasibility of replacing the existing restroom building with a new facility will be studied.
- A new fish cleaning station that is ADA accessible. Locations include the existing location or at the head of the boat launch ramp.
- A new concrete project sign.
- Provide an American Disabilities Act (ADA) compliant path of travel between boat launch facility components.

### Task 1 – Project Management and Administration

Provide project management and administration services for the duration of the project to include:

- **Administration and Management:** Setup project billing phases, subconsultant agreements, and prepare monthly invoices. Review and submit invoices from sub-consultants.
- **Meetings:** Attend progress meetings at preliminary design review, 60% Design and 90% Design. Prepare agendas and minutes for each meeting. Communicate with the District and the project team regarding project status and salient issues via telephone conferences and e-mail as needed.

### Task 2 – Data Collection

Conduct a search of available records pertaining to the project site including reports, record drawings and maps. Contact agencies listed by USA Dig-Alert to request and obtain utility maps and record drawings and to identify contacts for utility conflict checks. Maintain records of communications with utility companies.

### Task 3 – Preliminary Design

Prepare the preliminary (30%) design submittal to include the following:

- Replacement of 2 of 4 boat launch ramp lanes, metal boarding float rails, concrete curbing, fish cleaning station
- Building and fixture upgrades to existing restroom for ADA compliance
- Electrical upgrades
- Civil site plan and layout for ADA path of travel
- Parking lot paving and striping and project sign improvements
- Opinion of probable construction cost
- Technical specifications

Meet with the District to receive comments on the preliminary design, discuss the layout of facilities to advance to final design, and discuss economic and technical considerations associated with a new restroom building.

### Deliverables:

- 3 sets of preliminary drawings (11" x 17")
- Technical specifications and "front end" specifications defining the general conditions, bidding and contracting requirements will not be included in this submittal.

**Task 4 – Plans, Specifications, and Estimates**

Prepare plans, specifications, and estimates. The following sheets are anticipated to comprise the project plans (sheet count, where estimated):

- Title sheet (1)
- General notes, legend and abbreviations, key map (2)
- Grading (1)
- Boat ramp and guide rail replacement (1)
- Civil details (3)
- Parking lot paving and striping (6)
- Restroom, site plan and ADA path (2)
- Restroom, structural general notes
- Restroom, structural details
- Restroom, wet utility plan (1)
- Restroom, electrical

Plans and specifications will be prepared to conform to the *Department of Boating and Waterways' Layout, Design and Construction Handbook for Small Craft Boat Launching Facilities*. Drawings will be prepared in AutoCAD format.

Utilize the District's "front end" specifications, Riverside County standard drawings and specifications, and append technical specifications and drawings to supplement these standards, where applicable. Specification appendices will be provided if necessary for inclusion of agency permits, special conditions, record drawings of existing facilities that are relevant to the proposed construction, or other information deemed important for bidding or construction.

Prepare a storm water management plan conforming to Riverside County requirements for projects that disturb less than one acre (included in 90% and 100% submittals).

**Structural Engineering Services (Innovative Structural Engineering)**

Services will be performed per proposal dated March 8, 2019

**Accessibility Compliance and Landscape Design Services (Community Works Design Group)**

Services will be performed per proposal dated March 14, 2019

**Electrical Engineering Services (Moraes Pham & Associates)**

Services will be performed per proposal dated March 14, 2019

***Deliverables:***

**60% and 90% design submittals:**

- three sets of plans (11" x 17") and three sets of specifications
- opinion of probable construction cost
- estimated construction schedule
- PDF files of the submittal documents

**100% design submittal:**

- one set of plans (24" x 36", 4-mil mylar) and specifications, stamped by the engineer of record
- opinion of probable construction cost
- estimated construction schedule
- PDF, AutoCAD, and Word files of the submittal documents

### Exclusions

The following services are excluded from the scope of services, but can be provided with approval of additional services and fee:

- Design of a restroom facility at a different location and related civil utility relocations.
- Structural evaluation of the existing restroom building.
- Private utility locating to identify the presence and locations of private utilities within the proposed work area which would not be marked by a public utility locator.
- Off-site disposal of surplus soil derived from geotechnical borings and/or evaluation of hazardous materials.
- Utility potholing or utility condition assessment
- Design of a pile supported boarding docks
- Architectural design services.
- Landscape planting and irrigation plans
- Traffic control plans
- Preparation of a Stormwater Pollution Prevention Plan (SWPPP) for conformance with Order No. 2009-0009-DWQ (as amended), National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit) on the assumption that the project's disturbed area is less than one acre.
- Services during the bidding and construction phases unless specifically noted in subconsultant proposals.
- Other services that are not specifically described in this proposal or in subconsultant proposals attached hereto.

### Optional Services: Task 5 – Bidding and Construction Phase Services

Provide services during the bidding and construction phases of the project as follows:

- Review contractor's submittals
- Provide responses to requests for information (RFIs)
- Preparation record drawings

Bidding and construction phase services to be performed by structural, electrical, and ADA compliance subconsultants are as described in their respective proposals.