

806C



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

**FROM:** Redevelopment Agency

**SUBMITTAL DATE:**  
April 21, 2009

**SUBJECT:** Limonite Avenue Median Improvement Project – Phase 2

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

1. Make the following findings:
  - a. This Project is of benefit to the Jurupa Valley Redevelopment Project Area (JVPA) because it will provide necessary improvements in the unincorporated community of Pedley;
  - b. The proposed project will assist in the elimination of physical blight within the project area by providing landscaping improvements for the Limonite Median Project – Phase 2;
  - c. No other reasonable means of financing the project are available to the community because the County General Fund does not have the funds needed for the project; and
  - d. The improvements are consistent with the Implementation Plan for the Jurupa Valley Redevelopment Project area, which identifies street and landscape improvements as a necessary improvement for the community.

(Continued on Page 2)

*Robert Field*

Robert Field  
Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 145,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	08/09

**COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA:** Yes

<b>SOURCE OF FUNDS:</b> Jurupa Valley Redevelopment Capital Improvement Funds	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

APPROVE

*Jennifer L. Sargent*

BY: Jennifer L. Sargent

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY: Michelle Clack  
DATE: 5/13/09  
Departmental Concurrence

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

**Prev. Agn. Ref.:**      **District:** 2nd      **Agenda Number:**

**ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD**

4.1

**RECOMMENDED MOTION:** (Continued from Page 1)

2. Approve and authorize the Chairman to execute the attached Agreement by and between the Redevelopment Agency for the County of Riverside (“Agency”) and the County of Riverside (“County”) providing \$145,000 in redevelopment funds for the Limonite Avenue Median Project located 600' westerly of El Palomino Drive to Camino Real.

**BACKGROUND:**

The Limonite Avenue median located 600' westerly of El Palomino Drive to Camino Real in the Jurupa community is in need of improvements. The proposed improvements will include additional river rock in the median to stabilize the existing slopes and enhance the aesthetics of the median. The attached Agreement between the Agency and the County provides \$145,000 in redevelopment funds from the Agency to the County to upgrade the median on Limonite Avenue from 600' westerly of El Palomino Drive to Camino Real. The improvements to the median will enhance the existing improvements for the residents of the Jurupa Valley Redevelopment Project Area.

Staff recommends the Board of Directors approve the agreement so the Agency can proceed with funding the project.

**AGREEMENT BETWEEN THE  
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE AND  
RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
FOR THE  
LIMONITE AVENUE MEDIAN IMPROVEMENT PROJECT – PHASE 2  
600' WESTERLY OF PALOMINO DRIVE TO CAMINO REAL**

THIS AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Redevelopment Agency for the County of Riverside (hereinafter referred to as "Agency") and the County of Riverside by and through its Transportation Department (hereinafter referred to as "County") to install river rock material on the Limonite Avenue median in the community of Jurupa.

**WITNESSETH**

WHEREAS, Agency is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the Community Redevelopment Law ("CRL") which is Part 1 of Division 24 of the California Health and Safety Code (commencing with Section 33000 et seq.); and

WHEREAS, the Riverside County Board of Supervisors has adopted, by Ordinance No. 763, on July 9, 1996, a redevelopment plan for an area within the county known as the Jurupa Valley Redevelopment Project Area (hereinafter "Project Area");

WHEREAS, the Jurupa Valley Redevelopment Plan was adopted in order to eliminate blight and revitalize the substandard physical and economic conditions that exist within the Project Area;

WHEREAS, Section 33445 of the California Health and Safety Code provides that a redevelopment agency may pay all or part of the cost of the construction of any building, facility, structure or other improvement which is to be publicly owned and is located within or outside of a redevelopment project area upon making certain findings; and

WHEREAS, Agency and County have determined that there is a need to install river rock in the median 600' westerly of El Palomino Drive to Camino Real in the community of Jurupa (hereinafter referred to as the "Project").

1           WHEREAS, Agency agrees to reimburse County for the costs associated with  
2 the Project; and,

3           WHEREAS, County has, through a competitive process, selected a contractor to  
4 perform the work which is the subject of this Agreement; and,

5           NOW, THEREFORE, in consideration of the preceding promises and the mutual  
6 covenants and agreements hereinafter contained, the parties hereto do hereby agree as  
7 follows:

8           SECTION 1. **Purpose of the Agreement.** The purpose of this Agreement is to  
9 improve blighted conditions within the Jurupa Valley Redevelopment Area, and to set  
10 forth the terms and conditions by which the Agency will provide funding for construction  
11 of the Project by County.

12           SECTION 2. **Location of the Project.** The Project is located in the community  
13 of Jurupa on the Limonite Avenue median 600' westerly of El Palomino Drive to Camino  
14 Real as shown in Exhibit "A," which is attached hereto and incorporated herein by  
15 reference.

16           SECTION 3. **Scope of Services.** County agrees to provide construction and  
17 administration services, including administering the construction contract, bidding and  
18 specifications, contract bonds and inspection for the Project as outlined in Exhibit "B,"  
19 which is attached hereto and incorporated herein by reference. Construction includes  
20 three median sections with approximately 19,840 square feet of river rock to be installed  
21 on Limonite Avenue 600' westerly of El Palomino Drive to Camino Real in the Jurupa  
22 Valley Redevelopment Project Area.

23           SECTION 4. **The Contractor.** The contractor(s) for the Project has been  
24 selected by County through a competitive-bid process acceptable to Agency. County  
25 shall cause the construction of the Project to be carried out in compliance with all  
26 applicable laws, including but not limited to all applicable federal and state occupational,  
27 safety and health standards; nondiscrimination requirements; accessibility for the  
28 disabled; and prevailing wage laws.

1           SECTION 5. **Disbursement of Funds**. Agency shall reimburse County for the  
2 actual cost of the improvements, not to exceed an amount of one hundred forty five  
3 thousand (\$145,000). Said amount shall be the maximum amount paid to County for  
4 the Project and shall include, but is not limited to, all of County's charges for  
5 construction. County shall bill Agency in monthly installments for the work performed  
6 during the prior month(s) using a Riverside County journal voucher. A written project  
7 status report shall be included with each journal voucher. Said status report shall  
8 provide a description of the work completed (that work which Agency is being billed for)  
9 and the work yet to be performed. Status report shall also demonstrate the percentage  
10 of the project completed. Any necessary corrections to journal voucher or project status  
11 report may result in a delay of payment. All costs incurred for actual work completed by  
12 County must be billed to Agency within 12 months from completion of services specified  
13 in this Agreement in order to receive payment. Any journal voucher received after this  
14 time will be returned to County without payment and Agency will reprogram any  
15 remaining funds.

16           SECTION 6. **County and Other Governmental Agency Permits**. County  
17 agrees to obtain, secure or cause to be secured any and all permits and/or clearances  
18 which may be required by the County of Riverside or any other federal, state or local  
19 governmental or regulatory agency relating to the road rehabilitation that is the subject  
20 of this Agreement.

21           SECTION 7. **Principal Contact Persons**. The following individuals are hereby  
22 designated to be the principal contact persons for their respective Parties:

23  
24           **Agency:**       Delia Flores, Senior Development Specialist  
25                               Riverside County Economic Development Agency  
26                               1325 Spruce Street, Suite 400, Riverside, CA 92507  
27                               (951) 955-5737

28           **County:**        Judy Watterlond, Technical Engineering Unit Supervisor  
                              Riverside County Transportation Department  
                              4080 Lemon Street, Riverside, CA 92502  
                              (951) 955-6829

1           SECTION 8. **Conflict of Interest**. No member, official or employee of Agency  
2 or County shall have any personal interest, direct or indirect, in this Agreement nor shall  
3 any such member, official or employee participate in any decision relating to this  
4 Agreement which affects his or her personal interests or the interests of any  
5 corporation, partnership or association in which he or she is directly or indirectly  
6 interested.

7           SECTION 9. **Interpretation and Governing Law**. This Agreement and any  
8 dispute arising thereunder shall be governed and interpreted in accordance with the  
9 laws of the State of California. This Agreement shall be construed as a whole according  
10 to its fair language and common meaning to achieve the objectives and purposes of the  
11 parties hereto, and the rule of construction to the effect that ambiguities are to be  
12 resolved against the drafting party shall not be employed in interpreting this Agreement,  
13 all parties having been represented by counsel in the negotiation and preparation  
14 hereof.

15           SECTION 10. **No Third Party Beneficiaries**. This Agreement is made and  
16 entered into for the sole protection and benefit of the parties hereto. No other person or  
17 entity shall have any right of action based upon the provisions of this Agreement.

18           SECTION 11. **Indemnification**. Except as to any legal challenge or claim  
19 brought by any person or entity questioning the use of redevelopment funds for the  
20 purposes set forth herein that is the subject of this Agreement: (i) County shall  
21 indemnify and hold Agency, its officers, agents and employees free and harmless from  
22 liability to any person or entity not a party to this Agreement from any damage, loss or  
23 injury to person and/or property which primarily relates to or arises from the negligence  
24 or willful misconduct of the County, its officers, agents, or employees in the execution or  
25 implementation of this Agreement; (ii) Agency shall indemnify and hold County, its  
26 officers, agents, or employees free and harmless from any person or entity not a party  
27 to this Agreement from any damage, loss or injury to person and/or property which  
28 primarily relates to or arises from the negligence or willful misconduct of Agency, its

1 officers, agents, or employees in the execution or implementation of this Agreement.

2       SECTION 12. **Insurance.** County shall cause County's design consultant and  
3 County's construction contractor to each maintain in force, until completion and  
4 acceptance of the Limonite Avenue Median Improvement project construction contract,  
5 a policy of General Liability Insurance, including coverage of Bodily Injury Liability and  
6 Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,  
7 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum.  
8 Endorsements to each policy shall be required which name the Agency, its officers,  
9 directors, officials, agents and employees as additionally insured. County shall also  
10 require County's design consultant and County's construction contractor to each  
11 maintain to maintain Worker's Compensation Insurance. Additionally, County shall  
12 require County's design consultant to maintain in force, until completion of construction,  
13 a policy of Professional Liability Insurance for all engineering work performed for  
14 Project, with a limit of liability of not less than \$1,000,000 per occurrence and  
15 \$2,000,000 annual aggregate. County shall provide copies of Certificates of Insurance  
16 and Additional Insured Endorsements which meet the requirements of this section to  
17 Agency prior to start of construction. It is mutually agreed that County is authorized to  
18 accept alternate insurance coverage, in lieu of the above stated requirements, if  
19 approved by the County of Riverside office of Risk Management.

20       SECTION 13. **Section Headings.** The Section headings herein are for the  
21 convenience of the parties only, and shall not be deemed to govern, limit, modify or in  
22 any manner affect the scope, meaning or intent of the provisions or language of this  
23 Agreement.

24       SECTION 14. **Time Limit.** County shall complete the work that is the subject of  
25 this Agreement within a period of Six (6) months after the date of execution of this  
26 Agreement. In the event said six (6) month period expires prior to the completion of the  
27 work, the terms of this Agreement may be extended upon written consent of both  
28 parties. Nothing in this Section shall be deemed a waiver of any or all claims or other

1 actions by either party in regard to any breach of this Agreement.

2 SECTION 15. **Entire Agreement.** This Agreement is intended by the Parties  
3 hereto as a final expression of their understanding with respect to the subject matter  
4 hereof and as a complete and exclusive statement of the terms and conditions thereof  
5 and supersedes any and all prior and contemporaneous agreements and  
6 understandings, oral or written, in connection therewith. Any amounts to or clarification  
7 necessary to this Agreement shall be in writing and acknowledge by all parties to the  
8 Agreement.

9  
10 **REDEVELOPMENT AGENCY FOR  
THE COUNTY OF RIVERSIDE**

**COUNTY OF RIVERSIDE**

11  
12  
13 \_\_\_\_\_  
14 Jeff Stone  
Chairman

15 \_\_\_\_\_  
16 Jeff Stone  
Chairman

17 **ATTEST:**  
18 KECIA HARPER-IHEM, Clerk of the Board

19 By: \_\_\_\_\_  
20 Deputy

21 **APPROVED AS TO FORM COUNTY COUNSEL**  
22 PAMELA J. WALLS, County Counsel

23 By: Marsha L. Victor 5/13/09  
24 Marsha L. Victor

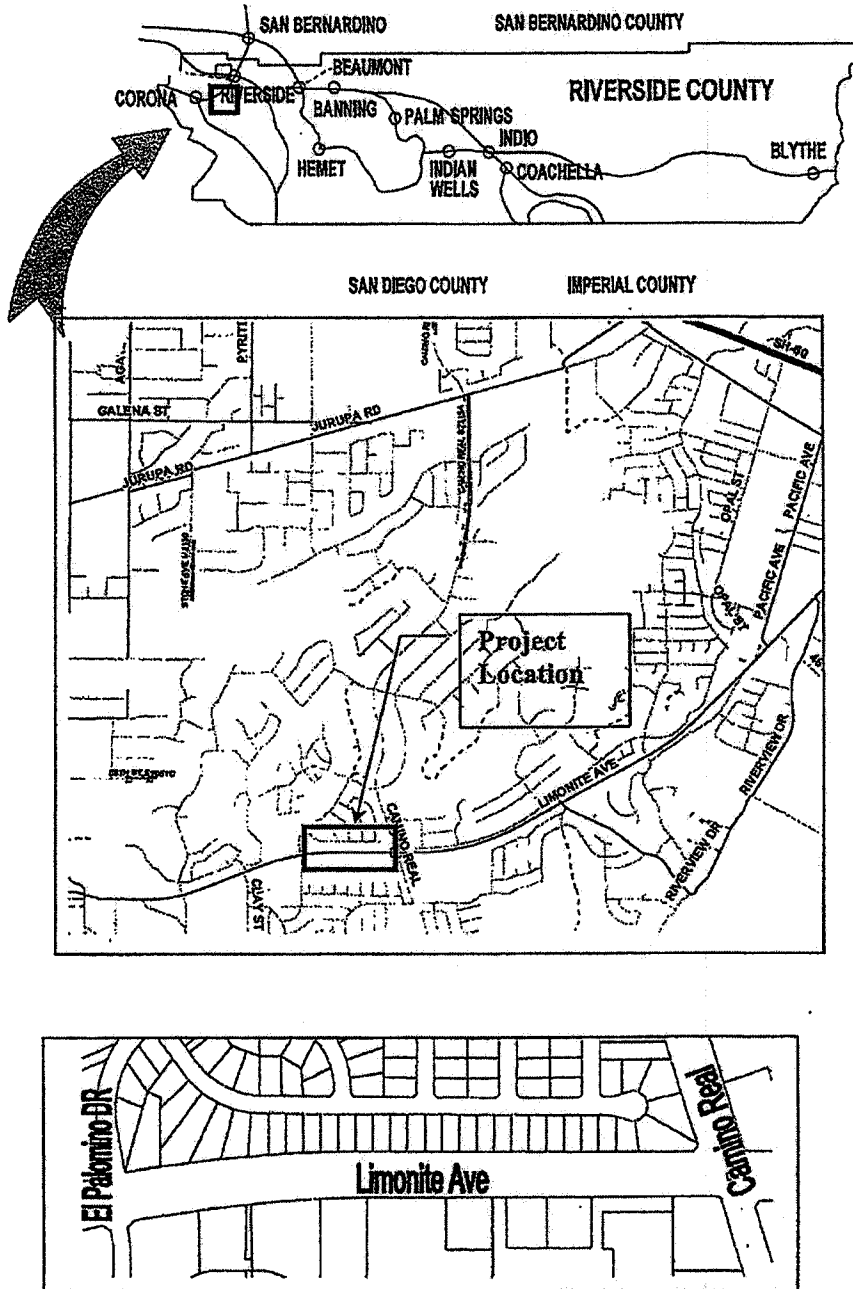
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26  
27 **FORM APPROVED COUNTY COUNSEL**  
28 Michelle Clack 5/13/09  
MICHELLE CLACK DATE

# County of Riverside

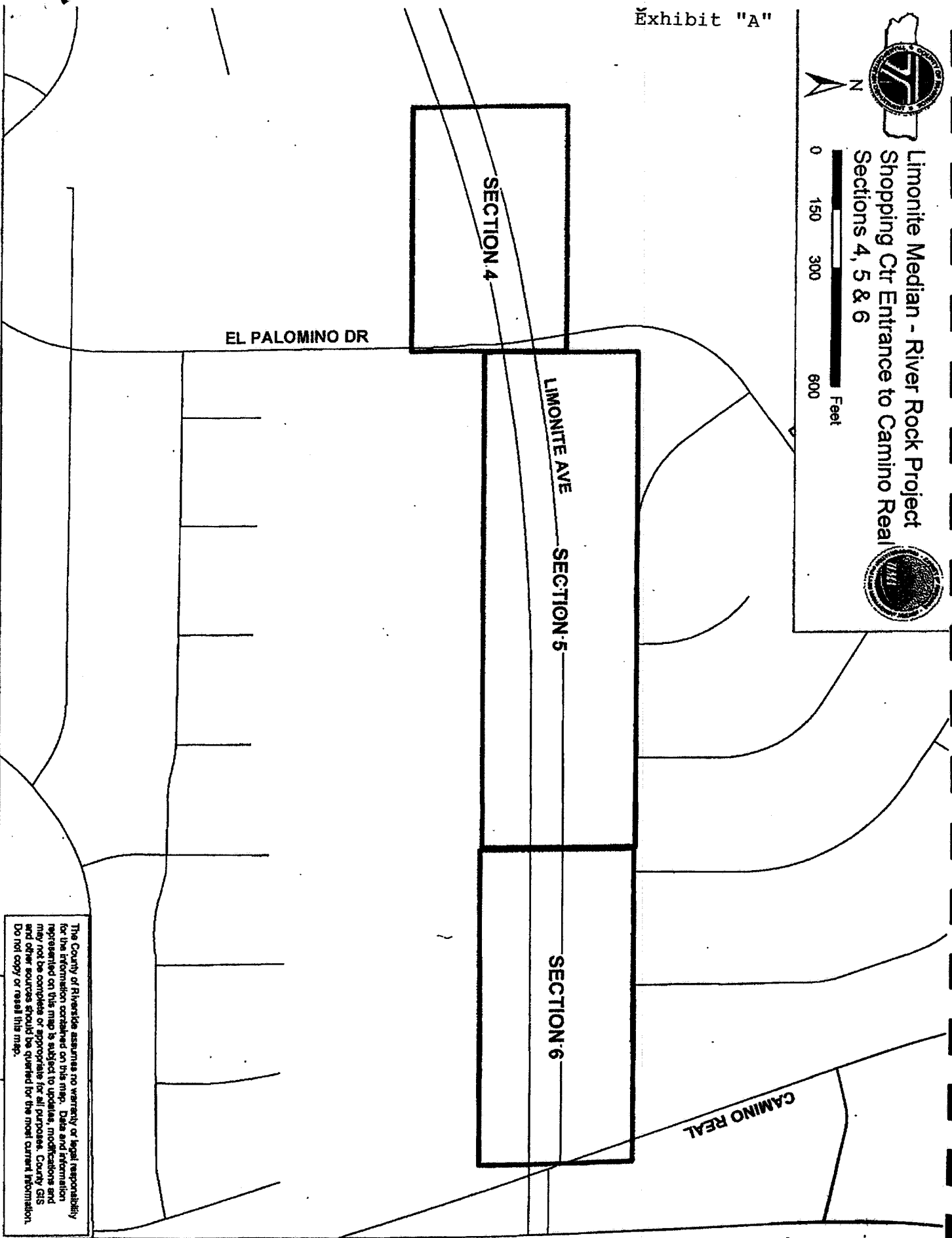
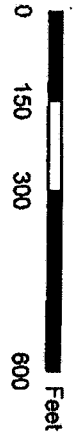
## **Limonite Avenue**

Median Improvements Projects Phase 2  
From 600' Westerly of El Palomino Drive to Camino Real  
Project No. EDA0001





Limonte Median - River Rock Project  
Shopping Ctr Entrance to Camino Real  
Sections 4, 5 & 6



The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS and other sources should be queried for the most current information. Do not copy or resell this map.

**Riverside County Transportation Department**  
**Summary of Bids**

**PROJECT:** Limonite Avenue - Median Improvement Project Phase 2 from 600' Westery of El Palomino Drive to Camino Real, Indian Hills/Pedley Area

Advised: February 3, 2009 (Agenda Item: 3.28)  
 Bids Open: 2 pm Date: Wednesday, February 25, 2009

**PROJECT NO. ZEDA0001**

				COUNTY'S ESTIMATE		MEGA LIGHTING, INC. Pomona, CA 91768		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	000003	RIVER ROCK	SQFT	19,840	14.00	277,760.00	4.99	99,001.60
				<b>PROJECT TOTAL</b>		277,760.00		99,001.60
				<b>ITEM 1</b>				
				TALCAL ENGINEERING, INC. West Hills, CA 91307		C.S. LEGACY CONSTRUCTION, INC. Chino, CA 91710		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	000003	RIVER ROCK	SQFT	19,840	5.00	99,200.00	6.67	130,348.80
				<b>PROJECT TOTAL</b>		99,200.00		130,348.80
				<b>ITEM 1</b>				
				BELAIRE-WEST LANDSCAPE, INC. Buena Park, CA 90622		AMERICA WEST LANDSCAPE, INC. Chino, CA 91710		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	000003	RIVER ROCK	SQFT	19,840	8.15	161,696.00	8.88	176,178.20
				<b>PROJECT TOTAL</b>		161,696.00		176,178.20
				<b>ITEM 1</b>				
				FS CONSTRUCTION Sylmar, CA 91342		LANDMARK SITE CONTRACTORS Perris, CA 92570		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	000003	RIVER ROCK	SQFT	19,840	9.00	178,560.00	9.00	178,560.00
				<b>PROJECT TOTAL</b>		178,560.00		178,560.00
				<b>ITEM 1</b>				
				ELITE BOBCAT SERVICE, INC. Corona, CA 92879		GREEN IT UP LANDSCAPE, INC. Riverside, CA 92509		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	000003	RIVER ROCK	SQFT	19,840	10.26	203,360.00	10.86	216,462.40
				<b>PROJECT TOTAL</b>		203,360.00		216,462.40
				<b>ITEM 1</b>				
				D&L WHEELER ENTERPRISES Yucaipa, CA 92399		PROMISED LAND NURSERY Menifee Valley, CA 92585		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	000003	RIVER ROCK	SQFT	19,840	11.25	223,200.00	12.19	241,848.60
				<b>PROJECT TOTAL</b>		223,200.00		241,848.60
				<b>ITEM 1</b>				