

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

659



FROM: Economic Development Agency and Transportation

SUBMITTAL DATE:
June 17, 2009

SUBJECT: Limonite Avenue Street Improvement Project Phase IV

RECOMMENDED MOTION: That the Board of Directors approve and authorize the Chairman to execute the attached Reimbursement Agreement between the Riverside County Transportation Department (RCTD) and the Redevelopment Agency to fund a traffic signal as part of the Limonite Avenue Street Improvement Project Phase IV.

BACKGROUND: On January 13, 2009, the Redevelopment Agency Board of Directors awarded the construction contract to H&H General contractors, Inc. for the Limonite Street Improvement Project Phase IV in the amount of \$2,053,410.

Continued

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS

DATE Departmental Concurrence

[Signature]

[Signature]

Juan C. Perez, Director
Transportation Department

Robert Field
Assistant County Executive Officer/ EDA

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|-----------------------|-------------------------------|------------|-------------------------|-----------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 185,790 | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 0 | For Fiscal Year: | 2009/2010 |

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: Yes

| | | |
|---|---|--------------------------|
| SOURCE OF FUNDS: Western DIF Funds | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION: APPROVE

BY: *[Signature]*
Jennifer L. Sargent

County Executive Office Signature

Policy Policy

Consent Consent

Dept't Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref.: 01/13/09 (4.2)

District: 2

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.47

BACKGROUND

The project scope includes full curb, gutter and sidewalk improvements on both sides of Limonite from Downey Street to Archer Street, relocation of miscellaneous utilities, upgrading storm drain culverts and the addition of catch basins and laterals. These improvements will assist in eliminating blighted conditions by providing needed road improvements for the community.

Subsequently, Agency and RCTD determined there was a need for the installation of a traffic signal at the corner of Limonite Avenue and Downey Street. The traffic signal will significantly improve pedestrian safety and access within the project area. As a method to expedite the traffic signal installation and save on costs, it is recommended that the traffic signal be installed as a change order on the Limonite Avenue Street Improvement Project Phase IV. The agreement with RCTD provides reimbursement to the Agency for the traffic light installation and all costs associated with this work.

Staff recommends that the Board of Directors approve the reimbursement agreement between the Agency and RCTD for the traffic signal installation in the amount of \$185,790 so staff can proceed with the installation of the traffic signal.

**AGREEMENT BY AND BETWEEN THE
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
AND THE COUNTY OF RIVERSIDE
FOR THE LIMONITE AVENUE STREET IMPROVEMENT PROJECT PHASE IV**

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") for the Limonite Street Improvement Project Phase IV located in the community of Pedley.

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, 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, Section 33220 of the Community Redevelopment Law permits the Agency and County to cooperate and assist each other in certain redevelopment activities that are the subject of this Agreement; and

WHEREAS, the Agency and County have jointly determined that there is an essential necessity to plan, design and install a traffic signal on the corner of Limonite Avenue and Downey Street; and

WHEREAS, the installation of a traffic signal will enhance pedestrian safety as well as enhance traffic flow on the Limonite Avenue corridor; and

NOW, THEREFORE, BE IT RESOLVED, found and determined that for the covenants, conditions, provisions, and mutual promises contained herein, the parties hereto do hereby agree as follows;

1 **SECTION 1. Purpose of the Agreement.** The purpose of this Agreement is to set forth
2 the terms and conditions by which County will provide sufficient funding to Agency to assist
3 with the traffic light installation including all miscellaneous associated cost.

4 **SECTION 2. Location of the Project.** The project site is located on Limonite Avenue
5 between Archer Street and Downey Street in the unincorporated community of Pedley. The
6 traffic signal will be installed at the corner of Limonite Avenue and Downey Street which is
7 located on the western most portion of the project site.

8 **SECTION 3. Scope of Services.** The work to be performed by Agency shall include the
9 complete installation of a fully operating traffic signal as well as striping detail for pedestrian
10 crossing at the Limonite Avenue and Downey Street intersection and all associated
11 miscellaneous expenses.

12 **SECTION 4. Disbursement of Funds.** County shall reimburse Agency for the actual
13 cost of the installation of the traffic signal and pedestrian striping in the amount not to exceed
14 one hundred eight five thousand seven hundred ninety dollars (\$185,790) for the traffic light
15 installation, additional striping. Said amount, under this contract shall include, but is not limited
16 to, all Agency incurred construction costs. Any additional funds for the completion of the design
17 shall be distributed through an amendment to this agreement.

18 Agency will be reimbursed upon County's receipt of journal vouchers issued by Agency
19 for the services specified in this Agreement. A written project status report shall be included
20 with each journal voucher. Said status report shall provide a description of the work completed.
21 Any necessary corrections to journal voucher or project status may result in a delay of payment.
22 All costs incurred for actual work completed by Agency must be billed to County within 12
23 months from completion of services specified in this Agreement in order to receive payment.

24 **SECTION 5. County and Other Governmental Agency Permits.** Agency agrees to
25 obtain, secure or cause to be secured any and all permits and/or clearances which may be
26 required by the County of Riverside or any other federal, state or local governmental or
27 regulatory agency relating to the Limonite Avenue Street Improvement Project that is the subject
28 of this Agreement.

1 **SECTION 6. Principal Contact Persons.** The following individuals are hereby
2 designated to be the principal contact persons for their respective Parties:

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4 **Agency:** Richard Medina, Project Manager
5 Riverside County Economic Development Agency
6 1325 Spruce Street, Ste, 400
7 Riverside, CA 92507
8 (951) 955-9627 Phone
9 (951) 955-6686 Fax

10 **County:** Juan C. Perez, Director
11 Riverside County Transportation Department
12 4080 Lemon Street, 8th Floor
13 P.O. Box 1090
14 Riverside, CA 92502-1090
15 (951) 955-6740 Phone

16 **SECTION 7. Conflict of Interest.** No member, official or employee of Agency or
17 County shall have any personal interest, direct or indirect, in this Agreement nor shall any such
18 member, official or employee participate in any decision relating to this Agreement which affects
19 his or her personal interests or the interests of any corporation, partnership or association in
20 which he or she is directly or indirectly interested.

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

28 **SECTION 9. No Third-Party Beneficiaries.** This Agreement is made and entered into
for the sole protection and benefit of the parties hereto. No other person or entity shall have any
right of action based upon the provisions of this Agreement.

SECTION 10. Indemnification. Except as to any legal challenge or claim brought
by any person or entity questioning the use of redevelopment funds for the purposes set forth
herein that is the subject of this Agreement: (i) County shall indemnify and hold Agency, its

1 officers, agents and employees free and harmless from liability to any person or entity not a party
2 to this Agreement from any damage, loss or injury to person and/or property which primarily
3 relates to or arises from the negligence or willful misconduct of the County, its officers, agents,
4 or employees in the execution or implementation of this Agreement; (ii) Agency shall indemnify
5 and hold County, its officers, agents, or employees free and harmless from any person or entity
6 not a party to this Agreement from any damage, loss or injury to person and/or property which
7 primarily relates to or arises from the negligence or willful misconduct of Agency, its officers,
8 agents, or employees in the execution or implementation of this Agreement.

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

26 **SECTION 12. Section Headings.** The Section headings herein are for the convenience
27 of the parties only and shall not be deemed to govern, limit, modify or in any manner affect the
28 scope, meaning or intent of the provisions or language of this Agreement.

1 **SECTION 13. Time Limit.** Agency shall complete the work that is the subject of this
2 Agreement within a period of twenty-four (24) months after the date of execution of this
3 Agreement. In the event said twenty-four (24) month period expires prior to the completion of
4 the work, the terms of this Agreement may be extended upon written consent of both parties.
5 Nothing in this Section shall be deemed a waiver of any or all claims or other actions by either
6 party in regard to any breach of this Agreement.

7 **SECTION 14. Entire Agreement.** This Agreement is intended by the Parties hereto as
8 a final expression of their understanding with respect to the subject matter hereof and as a
9 complete and exclusive statement of the terms and conditions thereof and supersedes any and all
10 prior and contemporaneous agreements and understandings, oral or written, in connection
11 therewith. Any amounts to or clarification necessary to this Agreement shall be in writing and
12 acknowledge by all parties to the Agreement.

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1 IN WITNESS WHEREOF, Agency and County have executed this Agreement as of the
2 date first above written.

3 **REDEVELOPMENT AGENCY**
4 **FOR THE COUNTY OF RIVERSIDE**

COUNTY OF RIVERSIDE

5
6 Jeff Stone, Chairman

Jeff Stone, Chairman

7
8 **ATTEST:**
9 **Clerk of the Board**

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE

10 By _____

11 APPROVED AS TO FORM:
12 FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis DATE

13 Agency Counsel

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