

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

847



SUBMITTAL DATE:
August 31, 2011

FROM: Economic Development Agency and Transportation

SUBJECT: Romoland Beautification Project Phase II and III – Reimbursement Agreement

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached reimbursement agreement between the County of Riverside by and through the Transportation Department and the Redevelopment Agency for the County of Riverside, providing \$717,416 in Transportation funds for the signalization project on Sherman Road; and
2. Authorize the Chairman of the Board to execute the attached reimbursement agreement in the amount of \$717,416.

BACKGROUND: (Commences on Page 2)

Juan C. Perez
Director of Transportation

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 717,416	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: Yes

SOURCE OF FUNDS: Proposition 1B (79%), Western Signal DIF (21%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

Policy ☒

Consent ☐

Dep't Recomm.: ☐

Per Exec. Ofc.: ☐

Policy ☒

Consent ☐

Per Exec. Ofc.: ☐

Prev. Agenda: **ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD**

District: 5

Agenda Number: **3.52**

EDA-001a-F11 (two signatures)
Form 11 (Rev. 06/2003)

BACKGROUND:

The SR-74 and Sherman Road traffic signals are being constructed as part of the Romoland Beautification Project Phase II of the Redevelopment Agency (RDA). This project is being constructed as follows:

- Phase I: Full construction of Trumble Road from SR-74 to Mapes Road (completed)
- Phase IB: SR-74/ I-215 Eastbound Interchange landscaping (completed)
- Phase II: SR-74 curb, gutter, sidewalk, street trees, vines, and bus turnouts from Trumble Road to Antelope Road, and traffic signals at Sherman Road, and Sherman Road railroad crossing.
- Phase III: SR-74 curb, gutter, sidewalk, street trees, vines, and bus turnouts from Antelope Road to Palomar Road and traffic signal at Antelope Road.

Phase II & III are being constructed concurrently and construction started in November 2010

Sherman Road is offset at SR-74. The proposed improvements will signalize the south leg of Sherman Road at SR-74, install a raised median on SR-74 to prevent left-turns in and of the north leg of Sherman Road, improve drainage along SR-74, widen Sherman Road railroad grade crossing to 112 feet to provide additional travel lanes, and a raised median on Sherman Road to improve traffic capacity and safety. Burlington Northern and Santa Fe Railway will install new crossing gates and warning lights on Sherman Road. The railroad grade crossing gates and warning lights will be synchronized with the new traffic signal at SR-74 and Sherman Road allowing motorists to clear the railroad tracks safely and efficiently when trains approach the crossing.

The funding for the entire project was paid for using redevelopment bond funds. The traffic signal portion of the subject of this agreement will be reimbursed using Proposition 1B and Western Development Impact Fee funds.

This project is currently within the City of Menifee but was initiated many years ago while it was under County jurisdiction. It was a very complex project to deliver due to major street improvement requirements on the State highway and the railroad impacts. It is appropriate for the County to deliver on our commitment to complete funding of this project.

Staff recommends the board approve the attached agreement.

1 **REIMBURSEMENT AGREEMENT**
2 **BY AND BETWEEN THE**
3 **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**
4 **AND THE COUNTY OF RIVERSIDE**
5 **FOR THE MEDIAN AND SIGNALIZATION PROJECT**
6 **AT THE INTERSECTION OF HIGHWAY 74 AND SHERMAN ROAD**
7
8

9 **THIS REIMBURSEMENT AGREEMENT** is entered into on this ____ day of
10 _____, 2011, by and between the Redevelopment Agency for the County of
11 Riverside, a public body corporate and politic in the State of California, hereinafter
12 AGENCY, and the County of Riverside, by and through its Transportation Department,
13 hereinafter "COUNTY", for the construction of the traffic signal at the intersection of
14 State Highway 74 and Sherman Road in the City of Menifee.

15 **WITNESSETH**

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

20 **WHEREAS**, the Riverside County Board of Supervisors has adopted, by
21 Ordinance No. 639 on December 23, 1998, a redevelopment plan for an area within the
22 County known as the Romoland Sub-Area of the I-215 Corridor Redevelopment Project
23 Area (hereinafter "PROJECT AREA");

24 **WHEREAS**, the I-215 Corridor Redevelopment Plan (hereinafter "PLAN") for the
25 Project Area was adopted in order to eliminate blight and revitalize the substandard
26 physical and economic conditions that exist within the Project Area;

27 **WHEREAS**, Section 33220 of the Community Redevelopment Law permits the
28 AGENCY and COUNTY to cooperate and assist each other in certain redevelopment

1 activities that are the subject of this REIMBURSEMENT AGREEMENT; and

2 **WHEREAS**, AGENCY and COUNTY have determined that there is a great need
3 for the traffic signal at the intersection of State Highway 74 and Sherman Road to
4 improve public safety within the Project Area; and

5 **WHEREAS**, COUNTY agrees to reimburse the AGENCY for the actual costs
6 associated with the construction of the traffic signal at the intersection of Highway 74
7 and Sherman Road, signing and striping using various County transportation funds.

8 **NOW, THEREFORE**, based on the covenants, conditions, provisions, and mutual
9 promises contained herein, the parties hereto do hereby agree as follows:

10 **SECTION 1. Purpose of the Reimbursement Agreement.** The purpose of
11 this Reimbursement Agreement is to set forth the terms and conditions by which County
12 will provide funding to Agency for the construction of the traffic signal, street, storm
13 drain, and signing and striping improvements at the intersection of State Highway 74
14 and Sherman Road, hereinafter referred to as the "SIGNALIZATION PROJECT", within
15 Phase II of the Agency's State Highway 74 Beautification Project located on State
16 Highway 74 between Trumble Road and Antelope Road, hereinafter referred to as the
17 "BEAUTIFICATION PROJECT".

18 **SECTION 2. Location of the Projects.** The BEAUTIFICATION PROJECT is
19 located on State Highway 74 between Trumble Road and Antelope Road, and the
20 SIGNALIZATION PROJECT is located at the intersection of Highway 74 and Sherman
21 Road in the City of Menifee as shown on the attached Exhibit "A," which is attached
22 hereto and incorporated herein by this reference.

23 **SECTION 3. Scope of Work.** The work to be performed by AGENCY,
24 includes the construction of the traffic signal, street, storm drain, signing and striping
25 and other improvements at the intersection of Highway 74 and Sherman Road, as
26 shown on Exhibit "B", hereinafter made part of this REIMBURSEMENT AGREEMENT.

27 **SECTION 4. Construction of the SIGNALIZATION PROJECT.** The
28 contractor(s) for the SIGNALIZATION PROJECT are to be selected by AGENCY.

1 AGENCY shall cause the construction of the SIGNALIZATION PROJECT to be carried
2 out in compliance with all applicable laws, including, but not limited to, all applicable
3 federal and state occupational, safety and health standards; nondiscrimination
4 requirements; accessibility for the disabled; and prevailing wage laws.

5 **SECTION 5. Disbursement of Funds.** COUNTY shall reimburse AGENCY
6 for the actual cost as outlined in Exhibit "B", which is attached hereto and made a part
7 hereof by this reference. Said costs for improvements and services shall not exceed
8 Seven hundred seventeen thousand and four hundred sixteen (\$717,416) dollars which
9 shall constitute the full and complete financial obligation of the COUNTY. Said amount
10 shall be the maximum amount paid to AGENCY for the SIGNALIZATION PROJECT
11 and shall include, but is not limited to, all of Agency's charges for construction of the
12 SIGNALIZATION PROJECT.

13 AGENCY shall bill COUNTY in monthly installments for the work performed
14 during the prior month(s) using a Riverside County journal voucher. A written project
15 status report shall be included with each journal voucher. Said status report shall
16 provide a description of the work completed (that work which COUNTY is being billed
17 for) and the work yet to be performed. Status report shall also demonstrate the
18 percentage of the project which is completed. Any necessary corrections to journal
19 voucher or project status report may result in a delay of payment. The final billing
20 journal voucher shall be received by COUNTY within twelve (12) months of completion
21 of the construction of the SIGNALIZATION PROJECT. After said twelve (12) month
22 period, COUNTY will reprogram any remaining funds.

23 **SECTION 6. County and Other Governmental Agency Permits.** AGENCY
24 agrees to obtain, secure or cause to be secured any and all permits and/or clearances
25 which may be required by County, Caltrans or any other federal, state or local
26 governmental or regulatory agency relating to the SIGNALIZATION PROJECT that is
27 the subject of this REIMBURSEMENT AGREEMENT.

28 **SECTION 7. Principal Contact Persons.** The following individuals are hereby

designated to be the principal contact persons for their respective parties:

AGENCY: Andy Frost, Regional Manager
Redevelopment Agency for the County of Riverside
3403 10th Street, Suite 500, Riverside, CA 92501
(951) 955-6619

COUNTY: Dowling Tsai, Engineering Project Manager
Riverside County Transportation Department
3525 14th Street, Riverside, CA 92501
(951) 955-8562

SECTION 8. Conflict of Interest. No member, official or employee of AGENCY or COUNTY shall have any personal interest, direct or indirect, in this REIMBURSEMENT AGREEMENT nor shall any such member, official or employee participate in any decision relating to this REIMBURSEMENT AGREEMENT which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

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

SECTION 10. No Third Party Beneficiaries. This REIMBURSEMENT AGREEMENT is made and entered into for the sole protection and benefit of the parties

1 hereto. No other person or entity shall have any right of action based upon the
2 provisions of this REIMBURSEMENT AGREEMENT.

3 **SECTION 11. Indemnification.** (i) COUNTY shall indemnify and hold
4 AGENCY, its officers, agents and employees free and harmless from liability to any
5 person or entity not a party to this REIMBURSEMENT AGREEMENT from any damage,
6 loss or injury to person and/or property which primarily relates to or arises from the
7 negligence or willful misconduct of COUNTY, its officers, agents, or employees in the
8 execution or implementation of this REIMBURSEMENT AGREEMENT; (ii) AGENCY
9 shall indemnify and hold COUNTY, its officers, agents, or employees free and harmless
10 from any person or entity not a party to this REIMBURSEMENT AGREEMENT from any
11 damage, loss or injury to person and/or property which primarily relates to or arises from
12 the negligence or willful misconduct of AGENCY, its officers, agents, or employees in
13 the execution or implementation of this REIMBURSEMENT AGREEMENT.

14 **SECTION 12. Insurance.** AGENCY shall cause AGENCY's contractor to
15 maintain in force, until completion and acceptance of the SIGNALIZATION PROJECT, a
16 policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability and
17 Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,
18 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum.
19 Endorsements to each policy shall be required which name the COUNTY, its officers,
20 directors, officials, agents and employees as additionally insured. AGENCY shall also
21 require AGENCY's contractors to maintain Worker's Compensation Insurance.
22 AGENCY shall provide Certificates of Insurance and Additional Insured Endorsements
23 which meet the requirements of this section to RCTD prior to start of construction

24 **SECTION 13. Section Headings.** The Section headings herein are for the
25 convenience of the parties only and shall not be deemed to govern, limit, modify or in
26 any manner affect the scope, meaning or intent of the provisions or language of this
27 REIMBURSEMENT AGREEMENT.

28 **SECTION 14. Time Limit.** AGENCY shall complete the work that is the subject

1 of this REIMBURSEMENT AGREEMENT within a period of twenty-four (24) months
2 after the date of execution of this REIMBURSEMENT AGREEMENT. In the event said
3 twenty-four (24) period expires prior to the completion of the work, the terms of this
4 REIMBURSEMENT AGREEMENT may be extended upon written consent of both
5 parties. Nothing in this Section shall be deemed a waiver of any or all claims or other
6 actions by either party in regard to any breach of this REIMBURSEMENT
7 AGREEMENT.

8 **SECTION 15. Entire REIMBURSEMENT AGREEMENT.** This
9 REIMBURSEMENT AGREEMENT is intended by the parties hereto as a final
10 expression of their understanding with respect to the subject matter hereof and as a
11 complete and exclusive statement of the terms and conditions thereof and supersedes
12 any and all prior and contemporaneous REIMBURSEMENT AGREEMENTS and
13 understandings, oral or written, in connection therewith. Any amounts to or clarification
14 necessary to this REIMBURSEMENT AGREEMENT shall be in writing and
15 acknowledged by all parties to the REIMBURSEMENT AGREEMENT.

16 **SECTION 16. Successors and Assigns.** This REIMBURSEMENT
17 AGREEMENT shall inure to the benefit of, and be binding upon, the successors,
18 executors, administrators, legal representatives and assigns of the parties hereto.

19 **SECTION 17. Termination by COUNTY.** COUNTY shall have the right to
20 terminate this REIMBURSEMENT AGREEMENT in the event AGENCY fails to perform,
21 keep or observe any of its duties or obligations hereunder; provided however, that
22 AGENCY shall have thirty (30) days in which to correct such breach or default after
23 written notice thereof has been served on it by COUNTY.

24 **SECTION 18. Termination by AGENCY.** AGENCY shall have the right to
25 terminate this Reimbursement Agreement in the event COUNTY fails to perform, keep
26 or observe any of its other duties or obligations hereunder; provided however, that
27 COUNTY shall have thirty (30) days in which to correct such breach or default after
28 written notice thereof has been served on it by AGENCY.

IN WITNESS WHEREOF, AGENCY and COUNTY have executed this REIMBURSEMENT AGREEMENT as of the date first above written.

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

Bob Buster, Chairman
Board of Directors

Bob Buster, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem, Clerk of the Board

FORM APPROVED COUNTY COUNSEL
BY: Victor 8/1/11
MARSHAL VICTOR DATE

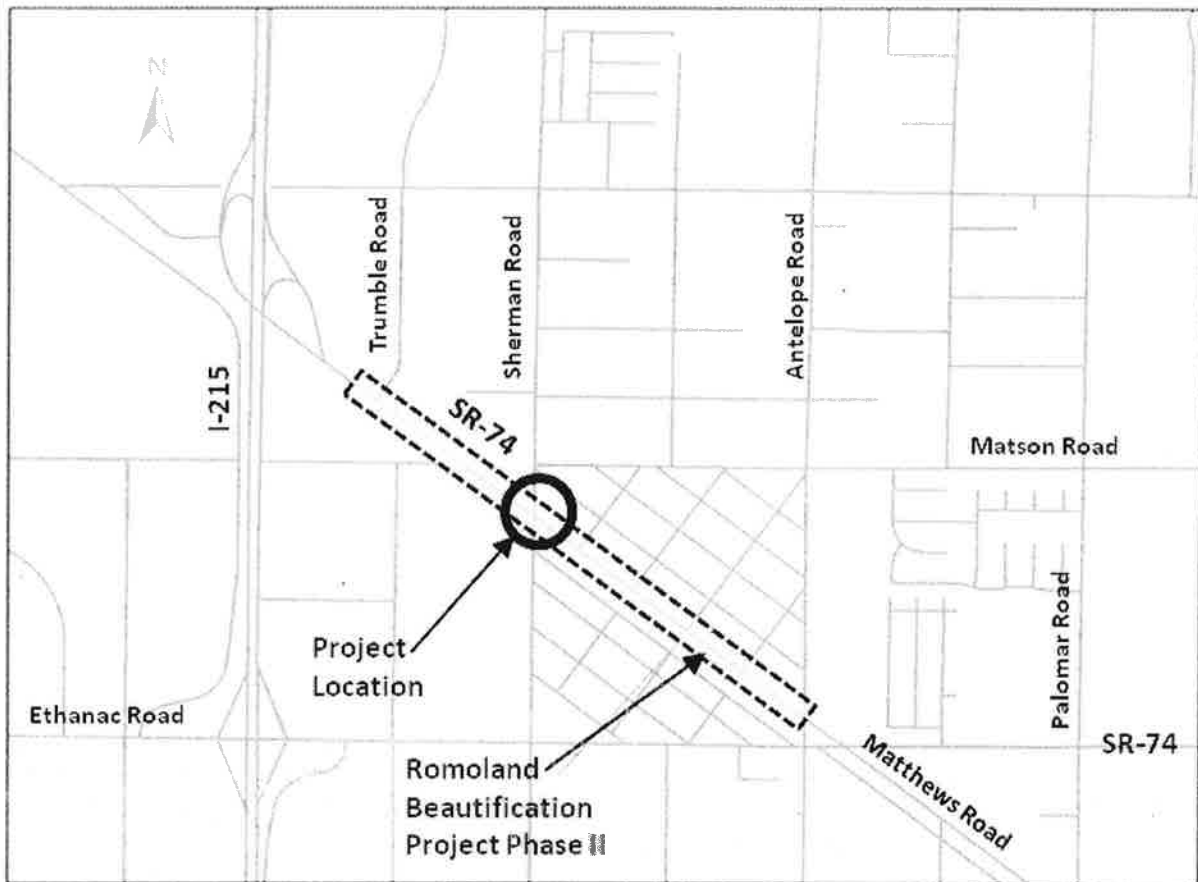
BY: _____
Deputy

APPROVED AS TO FORM:

Pamela J. Walls, County Counsel

BY: Anita C. Willis 7-27-11
Anita C. Willis, Deputy

EXHIBIT "A"



Vicinity Map

Not to scale

EXHIBIT "B"

BID ITEM	DESCRIPTION	PROJECT COST	COUNTY SHARE
1	Dust Abatement	\$8,000.00	\$4,000.00
2	Water Pollution Control	\$3,500.00	\$1,750.00
3	Traffic Control System	\$60,000.00	\$30,000.00
4	Mobilization	\$80,396.01	\$40,198.01
5	Encroachment Permit	\$60,000.00	\$30,000.00
6	State Furnish Equipment	\$10,000.00	\$10,000.00
7	Clearing and Grubbing	\$20,000.00	\$10,000.00
8	Roadway Excavation	\$90,300.00	\$38,700.00
9	Import Borrow	\$4,800.00	\$2,400.00
10	Class 2 Aggregate Base	\$46,970.00	\$32,025.00
11	Hot Mix Asphalt (Type A)	\$196,288.00	\$84,480.00
12	Grind A.C. Pavement (0.20' min.)	\$17,360.00	\$2,480.00
13	Minor Concrete (Curb & Gutter) - Type A2-6	\$58,884.00	\$19,440.00
14	Minor Concrete (Cross Gutter and Spandrel)	\$58,640.00	\$33,600.00
15	Minor Concrete (Curb Ramp) - Case C	\$13,000.00	\$10,400.00
16	Minor Concrete (Driveway)	\$41,220.00	\$6,000.00
17	Minor Concrete (4" Thick Sidewalk)	\$127,200.00	\$48,400.00
18	Remove Existing Chain Link Fence and Install New Fence	\$16,425.00	\$6,000.00
19	Remove and Reinstall Existing Wrought Iron Fence as Shown on the	\$6,624.00	\$0.00
20	Relocate Existing Mailbox	\$2,590.00	\$0.00
21	Minor Concrete (8" Thick Conc. Pavement)	\$13,503.00	\$13,503.00
22	Minor Concrete (Bus Turnout)	\$15,210.00	\$0.00
23	Minor Concrete (Curb and Gutter) - Type B1-6	\$13,605.00	\$13,605.00
24	Median Hardscape (River rock or Equal as Approved by Engineer)	\$29,070.00	\$29,070.00
25	Minor Concrete (Curb and Gutter) Type A8)	\$5,256.00	\$5,256.00
26	Minor Concrete (Curb) -Type D	\$3,330.00	\$3,330.00
27	Minor Concrete (Curb Ramp) - Case A	\$15,600.00	\$5,200.00
28	Minor Concrete (Driveway)	\$10,800.00	\$0.00
29	Adjust Traffic Control Box to Grade by Contractor	\$1,000.00	\$0.00
30	Minor Concrete (Curb Ramp) - Case C, Modified	\$2,600.00	\$0.00
31	Remove Existing and Reconstruct Under Sidewalk Drain	\$7,900.00	\$0.00
32	Existing Landscape Electrical Light to be Relocated Outside Public R/W	\$7,500.00	\$0.00
33	Install Concrete Collar	\$6,600.00	\$1,100.00
34	Install 11" x 22" Elliptical Galvanized CMP (10 Gauge)	\$1,456.00	\$0.00
35	Construct Catch Basin No. 2	\$12,600.00	\$4,200.00
36	Install 18" RCP	\$4,255.00	\$1,265.00
37	Minor Concrete (Construct Gutter Depression)	\$2,400.00	\$800.00
38	Install 24" RCP -Class IV Backfill W/ 2 Sack Concrete Slurry	\$28,600.00	\$28,600.00
39	Construct Double "L" Headwall P	\$7,200.00	\$7,200.00
40	Existing Post/Marker to be Removed by Contractor	\$125.00	\$50.00
41	Existing Trees to be Removed by Contractor	\$2,800.00	\$1,400.00
42	Remove and Relocate Existing Guard Post Outside Public R/W by	\$14,280.00	\$14,280.00
43	Existing Bus Stop Bench to be Relocated per RTA Design Guidelines by	\$600.00	\$0.00
44	Install Type -E Loop and Splice to DLC	\$2,040.00	\$0.00
45	Install 2" Conduit, Pull Box, and DLC	\$1,600.00	\$0.00
46	Remove Existing 24" Pipes	\$6,930.00	\$6,930.00
47	Roadside Side -One Post	\$3,600.00	\$3,375.00
48	Salvage Roadside Sign	\$72.00	\$72.00
49	Relocate Roadside Sign -One Post	\$2,346.00	\$1,020.00
50	Relocate Roadside Sign -Two Posts	\$175.00	\$175.00
51	Thermoplastic Pavement Marking	\$23,923.48	\$6,513.64
52	Pavement Marker (Reflective)	\$3,589.85	\$597.80
53	Signal and Lighting (SR 74 and Sherman Road)	\$160,000.00	\$160,000.00
TOTAL		\$1,332,763.34	\$717,415.45