

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

312B



FROM: General Manager-Chief Engineer

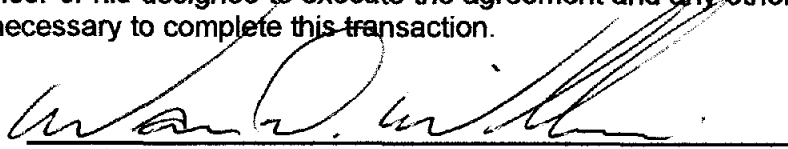
SUBMITTAL DATE:
October 4, 2011

SUBJECT: Authorization to Purchase Real Property
Eagle Canyon Dam, Portion of Assessor's Parcel No. 687-030-064
Cathedral City, California

RECOMMENDED MOTION:
That the Board of Supervisors:

- 1) Approve Resolution No. F2011-24, Authorization to Purchase Real Property, for the purpose of the construction of the Eagle Canyon Dam. Said property being a portion of Assessor's Parcel No. 687-030-064, located in Cathedral City, California.
- 2) Authorize the Clerk of the Board to certify acceptance of any documents running in favor of the District as part of this transaction.
- 3) Authorize the General Manager-Chief Engineer or his designee to execute the agreement and any other related documents and administer all actions necessary to complete this transaction.

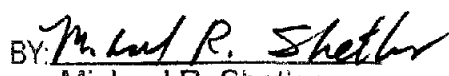
(Continued on Page 2)
GSW:rp


WARREN D. WILLIAMS
 General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	\$441,444	In Current Year Budget:	Yes
	Current F.Y. County Cost:	\$	Budget Adjustment:	No
	Annual Net District Cost:	\$	For Fiscal Year:	2011-2012

SOURCE OF FUNDS: Eagle Canyon Dam Project 540040 25160 947500 - Land	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: 
 Michael R. Shetler

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY: 
 CYNTHIA M. GUNZEL
 DATE: 9-16-11

Dep't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SUBJECT: Authorization to Purchase Real Property
Eagle Canyon Dam, Portion of Assessor's Parcel No. 687-030-064
Cathedral City, California

SUBMITTAL DATE: October 4, 2011

Page 2

BACKGROUND:

A Purchase Agreement has been negotiated with the property owner, John Wessman at the appraised value of \$431,444 plus an additional \$10,000 for title and escrow fees.

The Purchase Agreement covers the fee title to a portion of Assessor's Parcel No. 687-030-064, Cathedral City, California. The property contains approximately 8.10 acres or 352,836 sq. ft. and is occupied by Southwest Boulder and Stone Company. The District is acquiring approximately 1.59 acres or 69,301 square feet of the property and is working with the occupant to reconfigure the site in order that the business can continue to operate profitably in the after condition.

This action is necessary to construct flood control improvements for the Eagle Canyon Dam in the vicinity of East Palm Canyon Drive and Perez Road, Cathedral City, California.

FINANCIAL:

Sufficient funds were budgeted and are available in the Zone 6 fund.

BOARD OF SUPERVISORS

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

RESOLUTION NO. F2011-24

AUTHORIZATION TO PURCHASE REAL PROPERTY
EAGLE CANYON DAM
PORTION OF ASSESSOR'S PARCEL NUMBER 687-030-064

BE IT RESOLVED, DETERMINED AND ORDERED by vote of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District in regular session assembled on October 4, 2011, at 1:30 p.m., in the meeting room of the Board of Supervisors of the District located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, that the purchase of real property interests is hereby authorized, for the purchase price amount of four hundred thirty-one thousand four hundred forty-four dollars (\$431,444.00), plus an additional ten thousand dollars (\$10,000.00) for title insurance and escrow fees, from John Wessman for the following described real property: Certain real property located in the city of Cathedral City, County of Riverside, State of California, identified by and a portion of Assessor's Parcel Number 687-030-064, in fee, more particularly described in Exhibit "A" Legal Description attached hereto and thereby made a part hereof.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board certify acceptance of any documents running in favor of the District to complete the purchase of real property and this transaction.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the General Manager-Chief Engineer or his designee is authorized to execute any other documents and administer all actions necessary to complete the purchase of the land.

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel DATE 9-16-11
SYNTHIA M. GUNZEL

Exhibit "A"

**Eagle Canyon Dam
Parcel 6190-2**

Being a portion of the North half of Section 32, Township 4 South, Range 5 East, San Bernardino Meridian as shown on Record of Survey Book 130, Pages 74 through 79, Official Records of Riverside County, lying within the city of Cathedral City, in the County of Riverside, California, described as follows:

All of Parcel 6190-2 as shown on said Record of Survey, Official Records of said Riverside County.

The hereinabove described parcel is shown on Exhibit "B".



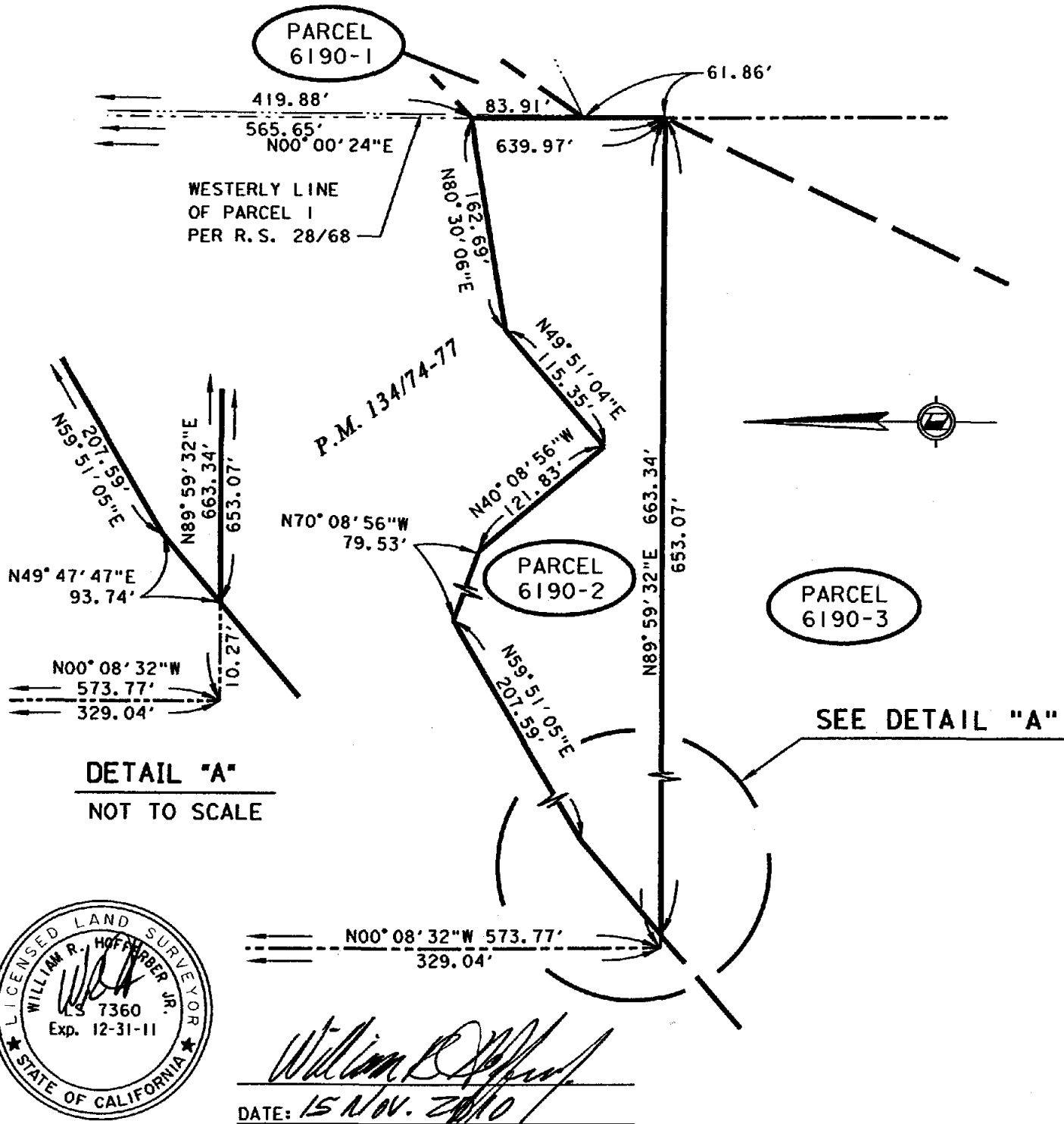

WILLIAM R. HOFFERBER JR.

Land Surveyor No. 7360
Signed For: Riverside County Flood Control
and Water Conservation District

Date: 15 Nov. 2010

Exhibit "B"

BEING A PORTION OF THE NORTH HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 5 EAST,
SAN BERNARDINO MERIDIAN LYING WITHIN THE CITY OF CATHEDRAL CITY, IN THE
COUNTY OF RIVERSIDE, CALIFORNIA.



William R. Hoffmeyer Jr.
DATE: 15 NOV. 2010

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: EAGLE CANYON DAM			
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S): PARCEL 6190-2	SCALE: NO SCALE	PREPARED BY: RST
		NOV-15-2010	SHEET NO. 1 OF 1

APN: 687-030-064
 PROJECT: Eagle Canyon Dam
 PROJECT NO.: 6-0-00190

ORIGINAL

AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

THIS AGREEMENT is entered into this _____ day of _____, by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (hereinafter called "DISTRICT" or "BUYER") and JOHN WESSMAN, a married man as his sole and separate property, (hereinafter called "SELLER") for acquisition by BUYER from SELLER of certain real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the consideration set forth in this Agreement, all that certain real property (hereinafter called "SELLER Property") situated in the city of Cathedral City, County of Riverside, State of California, and legally described as follows:

SEE EXHIBIT "A" ATTACHED HERETO
 AND BY THIS REFERENCE MADE A PART HEREOF

2. PURCHASE PRICE. The total purchase price to be paid by BUYER, payable in cash through this Agreement, shall be the sum of:

FOUR HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED FORTY-FOUR
 DOLLARS
 (\$431,444.00)

3. CONVEYANCE OF TITLE. SELLER agrees to convey by Grant Deed to BUYER fee simple interest in the parcel described in said Exhibit "A". The SELLER Property shall be free and clear of all recorded liens, encumbrances, assessments, easements, leases and taxes EXCEPT:

- A. Taxes: Current fiscal year, including personal property tax, if any, and any further assessment thereto under Chapter 3.5 of Revenue and Taxation Code of the State of California.
- B. Quasi-public utility, public alley, public street easements and rights of way of record.
- C. Any items on the Preliminary Title Report ("PTR") not objected to by BUYER as set forth herein within ten (10) days after receipt of the PTR.
- D. Taxes: All other taxes owed whether current or delinquent are to be CURRENT.

4. TITLE INSURANCE POLICY. Within twenty (20) days after the signing of this Agreement SELLER will provide a PTR from Chicago Title Company of California,

APN: 687-030-064
 PROJECT: Eagle Canyon Dam

1 together with a legible copy of all exceptions to the title shown in the PTR. If either
2 BUYER or SELLER objects to any of the exceptions, they must notify the other of such
3 objection in writing within ten (10) days after receipt of the PTR. If there are no written
4 objections within the ten (10) days, the PTR will be deemed approved.

5 Following the recording of the Grant Deed to BUYER, BUYER shall be provided with a
6 CLTA Standard Coverage Policy of Title Insurance in the amount of \$431,444.00 as issued
7 by Chicago Title Company of California showing the title to the SELLER Property vested
8 in BUYER, subject only to the exceptions set forth in Paragraph 3 and the printed
9 exceptions and stipulations in said policy. BUYER agrees to pay the premium charged
10 therefor.

11 5. NECESSARY INSTRUMENTS. SELLER shall execute and provide Grant Deeds,
12 conveying the real property described in said Exhibit "A", to the Escrow Holder before
13 closing. BUYER and SELLER to provide any additional Instruments as may be necessary
14 to complete this transaction. BUYER and SELLER hereby agree to cooperate with the
15 execution of all documents necessary to complete the transfer of the SELLER Property,
16 including, but not limited to, any supplemental instructions required to complete the
17 transaction.

18 6. ESCROW. Upon execution of this Agreement by all parties, the parties shall open an
19 Escrow (the "Escrow") with Chicago Title Insurance Company (the "Escrow Holder"), for
20 the purpose of consummating the purchase and sale of the SELLER Property described
21 herein. All escrow costs and expenses shall be borne by BUYER. The parties hereto shall
22 execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder
23 as may be required to consummate the transaction contemplated by this Agreement. Any
24 such instructions shall not conflict, amend or supersede any provisions of this Agreement;
25 this Agreement shall control unless the parties expressly agree in writing otherwise. The
26 Escrow Instructions shall include the following terms and conditions of sale:

27 ESCROW IS AUTHORIZED TO AND SHALL:

- 28 A. Any taxes which have been paid by SELLER, prior to the execution of this Agreement, shall not be prorated between BUYER and SELLER, but SELLER shall have the sole right, after the close of this transaction, to apply to the County Tax Collector of said County for a refund. This refund would apply to the period after BUYER'S acquisition, pursuant to Revenue and Taxation Code Section 5096.7.
- B. Pay and charge SELLER, upon SELLER'S written approval and in an amount in SELLER'S sole discretion, in order to place title in the condition necessary to satisfy Paragraph 3 of this Agreement, excluding any penalty for prepayment to any lien holder in compliance with §1265.240 of the Eminent Domain Law.
- C. Pay and charge BUYER for any fees, charges and costs payable under Paragraph 6 of this Agreement.
- D. Disburse funds and deliver the Grant Deed when conditions of this transaction have been fulfilled by BUYER and SELLER.

1 The term "close of this transaction", if and where written in these instructions, shall mean
 2 the date necessary Instruments of Conveyance are recorded in the Office of the County
 3 Recorder for all affected properties involved in the project. Recordation of Instruments
 4 delivered through this transaction is authorized if necessary or proper in the issuance of
 5 said policy of title insurance.

6 All time limits within which any matter herein specified is to be performed may be
 7 extended by mutual agreement of the parties hereto. Any amendment of, or supplement to,
 8 any instructions must be in writing.

9 TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND THIS TRANSACTION
 10 IS TO CLOSE AS SOON AS POSSIBLE, BUT IN NO EVENT LATER THAN SIXTY
 11 (60) DAYS FROM THE SIGNING OF THIS AGREEMENT.

12 7. FEES, CHARGES AND COSTS. BUYER agrees to pay all BUYER'S and SELLER'S
 13 usual fees, charges and costs that arise in this transaction.

14 8. PERMISSION TO ENTER ON PREMISE. SELLER hereby grants to the BUYER, or its
 15 authorized agents, permission to enter upon the SELLER Property to be conveyed at all
 16 reasonable times prior to close of this transaction for the purpose of making necessary or
 17 appropriate inspections.

18 9. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF BUYER AND
 19 SELLER. SELLER hereby warrants, represents, and/or covenants to BUYER that:

20 A. To the best of SELLER'S knowledge, there are no actions, suits, material claims,
 21 legal proceedings or any other proceedings affecting the SELLER Property or any
 22 portion thereof, at law, or in equity before any court or governmental agency,
 23 domestic or foreign.

24 B. To the best of SELLER'S knowledge, there are no encroachments onto the SELLER
 25 Property by improvements on any adjoining property, nor do any buildings or
 26 improvements encroach on other properties.

27 C. Until the closing, SELLER shall maintain the SELLER Property in good condition
 28 and state of repair and maintenance, and shall perform all of its obligations under any
 service contracts or other contracts affecting the property.

D. Until the closing, SELLER shall not do anything which would impair SELLER'S title
 to any of the SELLER Property.

E. To the best of SELLER'S knowledge, neither the execution of this Agreement nor the
 performance of the obligations herein will conflict with, or breach any of the
 provisions of any bond, note, evidence of indebtedness, contract, lease or other
 agreement or instrument to which the SELLER Property may be bound.

F. Until the closing, SELLER shall, upon learning of any fact or condition which would
 cause any of the warranties and representations in this Warranties, Representations,

and Covenants of SELLER Section not to be true as of closing, immediately give written notice of such fact or condition to BUYER.

10. HAZARDOUS WASTE. Neither SELLER nor, to the best of SELLER'S knowledge, any previous owner, tenant, occupant or user of the SELLER Property used, generated, released, discharged, stored or disposed of any hazardous waste, toxic substances or related materials ("Hazardous Materials") on, under, in or about the SELLER Property or transported any Hazardous Materials to or from the SELLER Property. SELLER shall not cause or permit the presence, use, generation, release, discharge, storage or disposal of any Hazardous Materials on, under, in or about or the transportation of any Hazardous Materials to or from, the SELLER Property. The term "Hazardous Materials" shall mean any substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste" or "restricted hazardous waste" under Section 25115, 25117 or 25122.7 or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance" or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyl's, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42, U.S.C. §9601 et seq. (42 U.S.C. §9601).

11. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of SELLER'S knowledge and with respect to the property being conveying in this transaction, the property complies with all applicable laws and governmental regulations including, without limitation, all applicable Federal, State and local laws pertaining to air and water quality, hazardous waste, waste disposal and other environmental matters, including, but not limited to, the Clean Water, Clear Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts and the California Environmental Quality Act, and the rules, regulations and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency and all applicable federal, state and local agencies and bureaus.

12. INDEMNIFICATION.

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- A. Indemnification by SELLER. SELLER agrees to indemnify, defend and hold DISTRICT harmless for, from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits of any nature whatsoever, arising out of or based on or from any misrepresentation or breach of warranty or covenant by SELLER in this Agreement. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environmental, nuisance, pollution, contamination, leak, spill, release or other adverse effect on the environment). This indemnification shall include all costs and attorney fees.
- B. Indemnification by DISTRICT. DISTRICT agrees to indemnify, defend and hold SELLER harmless for, from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits arising out of DISTRICT's operation of the Property after the close of this transaction as it is defined within this Agreement or any misrepresentation or breach of warranty or covenant by BUYER in this Agreement or any document delivered to SELLER pursuant to this Agreement. This indemnification shall include all costs and attorney fees.

14 13. MISCELLANEOUS.

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- A. SELLER will provide within the time allowed by law a Natural Hazard Disclosure Statement in accordance with California Government Code sections 8589.3-8989.4 and 51183.5 and Public Resources Code sections 4136, 2621.9 and 2694.
- B. The terms and conditions, covenants and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.
- C. Entire Agreement. This Agreement (including all Exhibits attached hereto) constitutes the entire contract between the parties hereto and may not be modified except by an Instrument in writing signed by the party to be charged. Neither party relies upon any warranty or representation not contained in this Agreement.
- D. Notices. In the event either party desires or is required to give notice to the other party in connection with this Agreement, the same shall be in writing and shall be deemed to have been given when delivered in person, by recognized overnight air courier service, by confirmed facsimile transmission, or deposited with the United States Postal Service, certified mail receipt requested to BUYER or SELLER at the appropriate address as set forth on Page 7 of this Agreement. All notices sent by mail will be deemed received three (3) days after the date of mailing.

- 1 E. Counterparts. This Agreement may be executed in two or more counterparts, each of
2 which shall be deemed an original, and all of which, taken together, shall comprise a
3 fully executed original Agreement for all intents and purposes.
- 4 F. Partial Invalidity. If any term or provision of this Agreement shall be deemed to be
5 invalid or unenforceable to any extent, the remainder of this Agreement will not be
6 affected thereby, and each remaining term and provision of this Agreement will be
7 valid and be enforced to the fullest extent permitted by law.
- 8 G. Possession of the Property. SELLER will deliver possession of the Property to
9 BUYER upon the close of escrow.
- 10 H. No Waivers. No waiver of any breach of any covenant or provision contained herein
11 will be deemed a waiver of any preceding or succeeding breach thereof or of any
12 other covenant or other provision contained herein. No extension of time for
13 performance or any obligation or act will be allowed except those of the waiving
14 party, which will be extended by a period of time equal to the period of the delay.
- 15 I. Successors and Assigns. Neither party shall transfer or assign its rights or
16 responsibilities under this Agreement without the express written consent of the other
17 party.
- 18 J. Governing Law. The parties hereto expressly agree that this Agreement will be
19 governed by, interpreted under, and construed and enforced in accordance with the
20 laws of the State of California in which the Property is located. Venue for any
21 proceeding related to this Agreement shall be in the County of Riverside.
- 22 K. Brokers. Each party warrants and represents to the other that no brokers have been
23 retained or consulted in connection with this transaction. Each party agrees to
24 defend, indemnify, and hold harmless the other party from any claims, expenses,
25 costs, or liabilities arising in connection with a breach of the foregoing warranty and
26 representation.
- 27 L. Exhibits. Each exhibit attached hereto is incorporated herein by this reference as if
28 set forth in full in the body of this Agreement.

IN WITNESS WHEREOF, the parties here have executed this Agreement the day and year set forth hereinabove.

MAILING ADDRESS OF SELLER

555 South Sunrise Way
Palm Springs, CA 92264

SELLER:

JOHN WESSMAN, a married man as his
sole and separate property



MAILING ADDRESS OF BUYER

1995 Market Street
Riverside, CA 92501


BUYER:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By: _____

MARION V. ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

RECOMMENDED FOR APPROVAL:

By: 
WARREN D. WILLIAMS
General Manager-Chief Engineer

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: _____

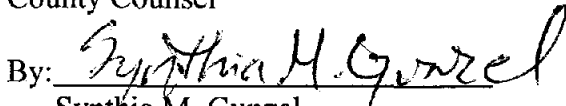
Deputy

Date: _____

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

(SEAL)

By: 
Synthia M. Gunzel
Deputy County Counsel

GSW:rlp
3/21/11

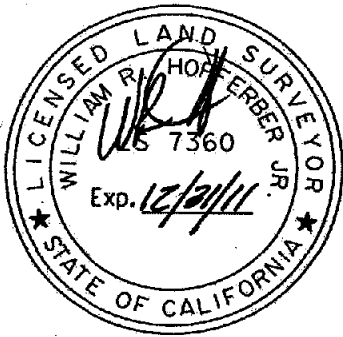
Exhibit "A"

**Eagle Canyon Dam
Parcel 6190-2**

Being a portion of the North half of Section 32, Township 4 South, Range 5 East, San Bernardino Meridian as shown on Record of Survey Book 130, Pages 74 through 79, Official Records of Riverside County, lying within the city of Cathedral City, in the County of Riverside, California, described as follows:

All of Parcel 6190-2 as shown on said Record of Survey, Official Records of said Riverside County.

The hereinabove described parcel is shown on Exhibit "B".



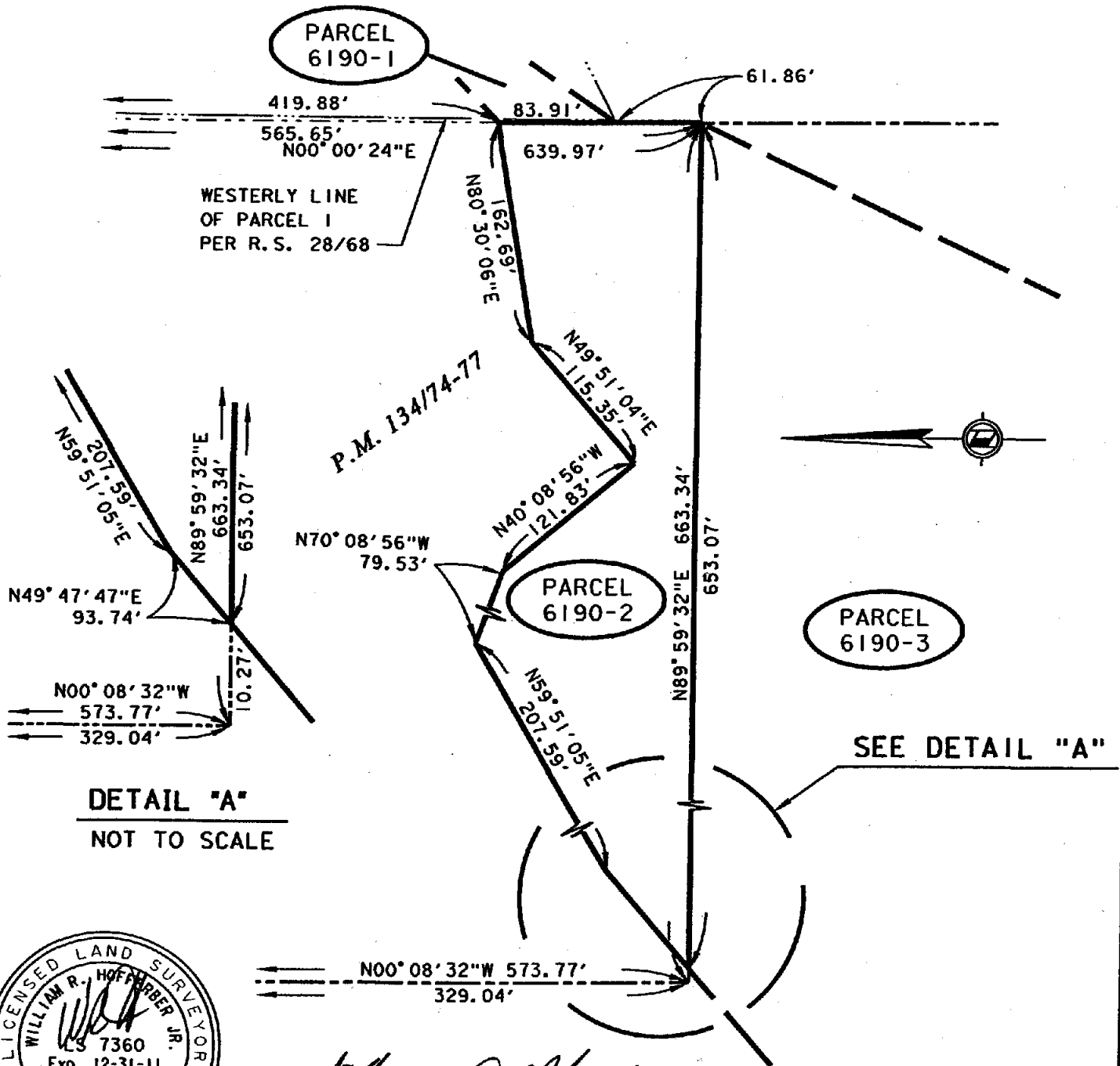

WILLIAM R. HOFFERBER JR.

Land Surveyor No. 7360
Signed For: Riverside County Flood Control
and Water Conservation District

Date: 15 Nov. 2010

Exhibit "B"

BEING A PORTION OF THE NORTH HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 5 EAST,
SAN BERNARDINO MERIDIAN LYING WITHIN THE CITY OF CATHEDRAL CITY, IN THE
COUNTY OF RIVERSIDE, CALIFORNIA.



DETAIL "A"
NOT TO SCALE



William R. Hoffmeyer Jr.
DATE: 15 NOV. 2010

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: EAGLE CANYON DAM			
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S): PARCEL 6190-2	SCALE: NO SCALE	PREPARED BY: RST
		NOV-15-2010	SHEET NO. 1 OF 1



**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

311 B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
October 4, 2011

SUBJECT: Contract Change Order No. 1 / Notice of Completion
Pedley Hills Bolero Drive Storm Drain, Stage 1
Project No. 1-0-00138-01

RECOMMENDED MOTION:

The Board approve the attached Change Order No. 1 between the District and Vasily Company, Inc., providing compensation for extra work for the completion of the Pedley Hills Bolero Drive Storm Drain, Stage 1 contract due to changed conditions; the Board accept the referenced project as constructed; authorize the Chairman to execute the attached Notice of Completion; and direct the Board to record the executed Notice of Completion with the Riverside County Clerk and Recorder's Office.

BACKGROUND:

See Page 2.

FINANCIAL:

See Page 2.

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	\$34,481.22	In Current Year Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	N/A	For Fiscal Year:	2011-2012

SOURCE OF FUNDS: 25110 947400 527980 Zone 1 Const/Maint/Misc-Contracts	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:
Michael R. Shetler

County Executive Office Signature

FORM APPROVED BY COUNTY COUNSEL
DATE: 9/22/11
BY: NEAL R. KIPNIS

FORM APPROVED BY COUNTY COUNSEL
DATE: 9/22/11
BY: NEAL R. KIPNIS

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

Prev. Agn. Ref.: 11.5 of 03/15/11 | District: 2nd | Agenda Number:

11.4

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SUBJECT: Contract Change Order No. 1 / Notice of Completion
Pedley Hills Bolero Drive Storm Drain, Stage 1
Project No. 1-0-00138-01

SUBMITTAL DATE: October 4, 2011
Page 2

BACKGROUND:

The Board approved a contract with Vasily Company, Inc., in the amount of \$506,868.62 as Agenda Item Number 11.5 on March 15, 2011.

Board authorization of Contract Change Order No. 1 is necessary to authorize payment for extra work and costs associated with the change of field conditions. Pedley Hills Bolero Drive Storm Drain is located in the Pedley Hills area of Riverside County and consists of constructing approximately 1,560 lineal feet of mainline storm drain ranging from 24-inch to 36-inch diameter at the downstream terminus of the project. Also included in this project are several inlets and an outlet structure located southerly of Ironstone Drive.

The bulk of Change Order No. 1 involved the excavation and hauling of an unexpected rock formation within the trench limits as well as the relocation of a misaligned AT&T line and related construction delay time.

In summary, Contract Change Order No. 1, in the amount of \$29,187.22, along with the contract pay item adjustments, in the amount of \$5,294.00, will increase the total cost of the project to \$541,349.84. This final amount is 6.8% over the original awarded contract amount.

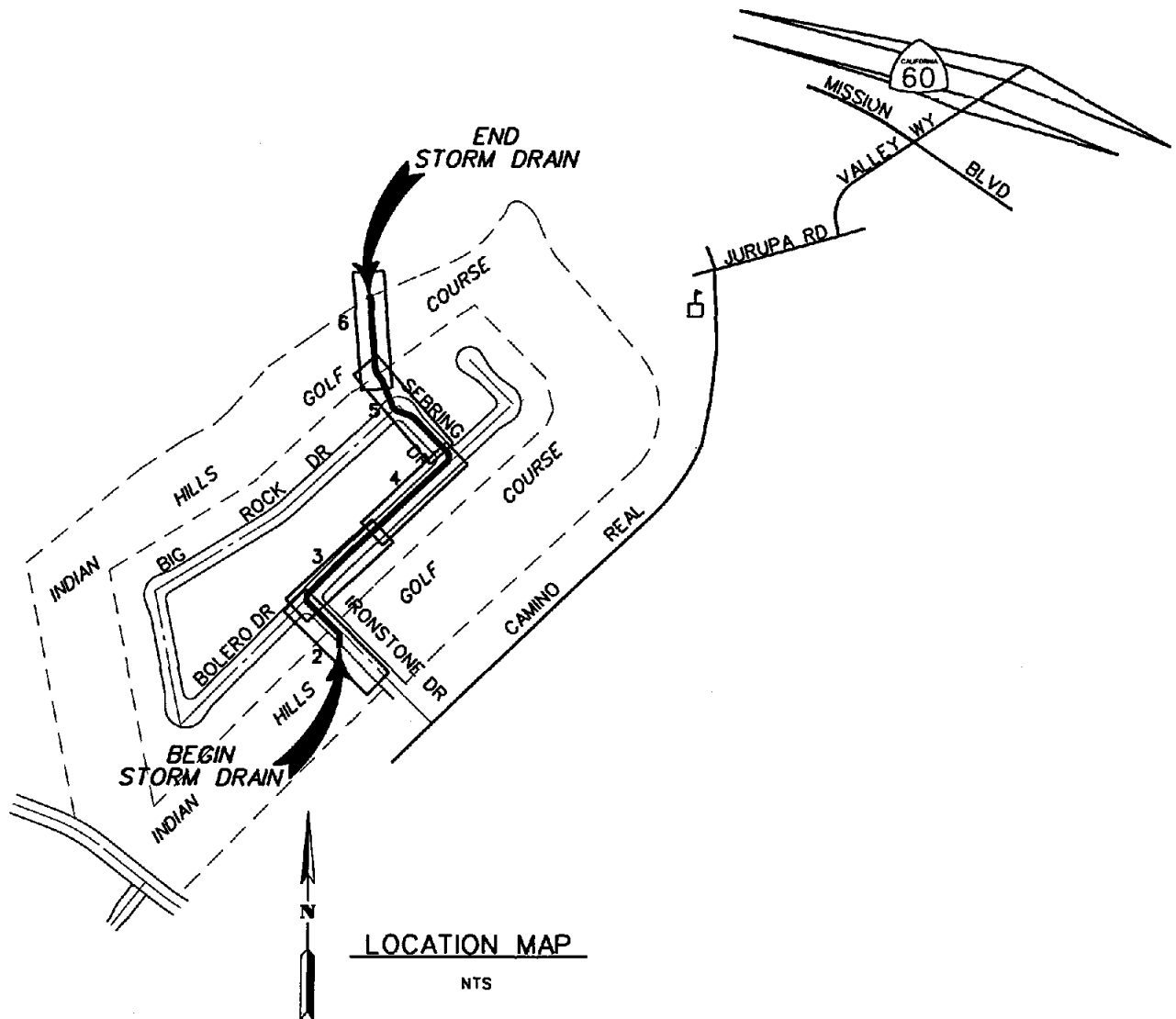
County Counsel has reviewed the attached change order and approved as to legal form.

Final inspection of the above referenced project was made, and the project was found to be complete according to plans and specifications. A brief project description and location map are attached.

FINANCIAL:

Sufficient funds are available in the District's FY 2011-2012 budget for this contract increase of \$34,481.22.

PEDLEY HILLS BOLERO DRIVE STORM DRAIN STAGE 1 PROJECT NO.1-0-0138



Pedley Hills Bolero Drive Storm Drain, Stage 1 is located in the Pedley Hills area of Riverside County and consists of constructing approximately 1,560 lined feet of mainline storm drain ranging from 24-inch to 36-inch diameter. Also included in this project are several inlets and an outlet structure located southerly of Ironstone Drive.

To be recorded with County Recorder No recording fee.
Recording requested by: Kecia Harper-Ihem, Clerk of the Board Riverside County Clerk of the Board Stop No. 1010 Post Office Box 1147, Riverside, CA 92502-1147 When recorded return to: CLERK OF THE BOARD Stop No. 1010 Post Office Box 1147, Riverside, CA 92502-1147
NOTICE OF COMPLETION (Civil Code § 3093 – Public Works)

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed, as follows:

Project title or description of work: **Pedley Hills Bolero Drive Storm Drain, Stage 1**
Project No. 1-0-00138-01

Date of completion: **Date this document is recorded**

Nature of owner: **Public Agency**

Interest or estate of owner: **Easement / Street Right-of-Way**

Address of owner: **1995 Market Street, Riverside, CA 92501**

Name of contractor: **Vasily Company, Inc.**

Street address or legal description of site: **Located in the Pedley Hills area of Riverside County and consists of approximately 1,560 lineal feet of mainline storm drain ranging from 24-inch to 36-inch diameter, several inlets and an outlet structure located southerly of Ironstone Drive.**

Dated: _____

Owner: RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
(Name of public entity)

By: _____

Title: Chairman, Board of Supervisors

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

I am the Chairman of the governing board of the Riverside County Flood Control and Water Conservation District the public entity which executed the foregoing notice and on whose behalf I make this verification; I have read said notice, know its contents, and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at Riverside, California on _____ (Date)

APPROVED COUNTY COUNSEL
 NEAL R. KIPNIS
 DATE 4/21/11

RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

Project: Pedley Hills Bolero Drive Storm Drain, Stage 1
Project No. 1-0-00138-01

Sheet 1 of 2 sheets

CONTRACT CHANGE ORDER NO. 1

To Vasily Company, Inc., Contractor
You are hereby directed to make the herein described changes from the plans and specifications or to do the following described work not included in the plans and specifications.

NOTE: THIS CHANGE ORDER IS NOT EFFECTIVE UNTIL APPROVED BY THE GENERAL MANAGER-CHIEF ENGINEER OR THE BOARD OF SUPERVISORS OF THE DISTRICT.

Description of work to be done, estimate of quantities, and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. Change requested by _____ District

This change order will cover ten (10) items of extra work that the Contractor completed during the course of construction for which no payment item was included in the contract. The Contractor was directed to do the extra work described in this change order on a Force Account Basis in accordance with Section II, Articles 2.07B and 7.03 of the General Provisions as well as Section 3 of the Special Provisions. Extra Work is itemized as follows:

1. On April 27, 2011 the Contractor encountered an unmarked 8" steel irrigation line and an AT&T line which was located lower than shown on the storm drain plans. The work includes compensation for extra work performed, which includes constructing a transition structure, and operation delay. Steel plates were also required from April 22 through May 27, 2011 to cover the open trench while waiting for AT&T's relocation operation. The total associated cost, on a Force Account Basis, is \$9,193.28.
2. On May 19, 2011 there was an unmarked sewer lateral located in the vicinity of the catch basin at Station 19+17.13. The District ordered the Contractor to backfill the excavated lateral trench and move the manhole structure lateral and catch basin 8' further upstream. The associated costs for extra work, as shown on Extra Work Report Numbers 5 and 6, are \$4,237.27.
3. On May 25, 2011 the Contractor encountered a formation of quartzite within the excavation paylines and was authorized to bring in a hydraulic breaker to remove and haul the rock from the project site. This item represents all additional compensation to the Contractor due to the changed condition and is addressed in Extra Work Report Numbers 7 and 8. The associated cost is \$5,658.47.
4. On June 3, 2011, an upstream property owner drained his swimming pool into an existing catch basin which subsequently ponded within the limits of the recently poured outlet structure. This item represents all work associated with cleanup of the outlet and is addressed in Extra Work Report Number 9. The associated cost, on a Force Account Basis, is \$2,285.98.

Estimated Cost: Decrease \$ _____ or Increase \$ _____

By reason of this order the time of completion will be adjusted as follows:

Submitted by: _____ Date: _____
HENRY OLIVO, Construction Engineer

Approved: _____ Date: _____
WARREN D. WILLIAMS, General Manager-Chief Engineer

_____ Date: _____
 Chairman, Board of Supervisors

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

Accepted: Date _____ Contractor _____

By: _____ Title _____

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to the proceeding with the ordered work and filing a written protest within the time therein specified.

RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

Project: Pedley Hills Bolero Drive Storm Drain, Stage 1
Project No. 1-0-00138-01

Sheet 2 of 2 sheets

CONTRACT CHANGE ORDER NO. 1

To Vasily Company, Inc., Contractor
You are hereby directed to make the herein described changes from the plans and specifications or to do the following described work not included in the plans and specifications.

NOTE: THIS CHANGE ORDER IS NOT EFFECTIVE UNTIL APPROVED BY THE GENERAL MANAGER-CHIEF ENGINEER OR THE BOARD OF SUPERVISORS OF THE DISTRICT.

Description of work to be done, estimate of quantities, and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. Change requested by District

5. On June 8 and 9, 2011, the Contractor was directed to remove an unmarked concrete drain at Station 23+43 and an additional 12" PVC storm drain within the storm drain trench limits. The associated cost for removal and operation delay is \$1,768.02.
6. On June 15, 2011 the Contractor encountered two abandoned unmarked waterlines which slowed the Contractor's operation. This item represents delay changes incurred and is addressed in Extra Work Report Number 12. The associated cost is \$626.71.
7. The Contractor encountered a 4" sewer lateral projecting clear into the proposed alignment of the catch basin at Station 13+13.41. On July 5, 2011, the Contractor adjusted the invert of the catch basin to ensure minimal construction delay while not impacting catch basin hydraulics. The associated cost is \$744.35.
8. On August 3, 2011, the Contractor had to install additional wood post and metal railing due to a changed field condition. The total associated cost, including the subcontractor's 15% markup, is \$622.91.
9. On June 3, 2011 the Contractor had to hand dig an additional 2-3' of native material and place filter material to provide a stable foundation prior to placement of footings for the outlet structure. The extra work involved was a result of the groundwater encountered and not indicated in the soil borings. The associated cost, on a Force Account Basis, is \$1,194.67.
10. Upon placement of the catch basins at Stations 18+89.75 and 22+01 District staff noticed the designed top decks were situated lower than the adjacent sloped front lawn. On July 21 and 22, 2011, the Contractor was directed to form a 4" curb along the back and side faces of the catch basins to match existing grade. This item represents all additional compensation and is addressed in Extra Work Report Numbers 16 and 17. The associated cost, on a Force Account Basis, is \$2,855.56.

The amount of \$29,187.22 will constitute full compensation for the extra work and lost production as described in this change order.

Estimated Cost: Decrease \$ _____ or Increase \$29,187.22

By reason of this order the time of completion will be adjusted as follows: 9 Days

Submitted by: [Signature] Date: 9/14/2011
HENRY OLIVO, Construction Engineer

Approved: [Signature] Date: 9/19/11
WARREN D. WILLIAMS, General Manager-Chief Engineer

Chairman, Board of Supervisors

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

Accepted: Date 9/16/2011 Contractor Vasily Company, Inc.
By: [Signature] Title Vice-President

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to the proceeding with the ordered work and filing a written protest within the time therein specified.

FORM APPROVED BY RIVERSIDE COUNTY COUNCIL
BY: [Signature] DATE: 9/22/11
NEAL R. KIPNIS