

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

314



SUBMITTAL DATE:
June 14, 2012

FROM: Successor Agency to the Redevelopment Agency

SUBJECT: Property Management at the North Hemet Housing Site

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Successor Agency to pay the attached invoices of \$14,000 for property management activities due to vandalism on multiple Agency properties in North Hemet at State Street and Menlo Avenue; and
2. Direct the Successor Agency to submit this item for approval at the next Oversight Board meeting.

BACKGROUND: (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 14,000	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 AGENDA: No

SOURCE OF FUNDS: Former Redevelopment Housing Funds	Low-and-Moderate-Income	Positions To Be Deleted Per A-30	<input type="checkbox"/>
		Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: 6/12/12
 DATE: 5/29/12
 Department: SAMUEL WONG
 FORM APPROVED COUNTY COUNSEL
 BY: MARSHA L. VICTOR 5/29/12

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

Prev. Agn. Ref.: 4.4 of 7/26/11 District: 3/3 Agenda Number: 4.2

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

4.2
LA 001a-F11
Form 11 (Rev 06/2007)

BACKGROUND:

In 2010 and 2011, the Redevelopment Agency for the County of Riverside acquired several contiguous parcels in the North Hemet area located north and south of Menlo Avenue at State Street for the North Hemet Revitalization Plan.

Since the acquisitions, the Redevelopment Agency has provided maintenance and property management services in order to comply with Health and Safety Regulations. However, since the abolishment of Redevelopment Agencies, effective February 1, 2012, Successor Agencies are now responsible for decisions formerly made by Redevelopment Agencies while the transition takes place to liquidate property assets.

After the relocation of the former tenants, several buildings have been vandalized and theft has occurred. Since February 1, 2012, the Successor Agency has continued its obligation to maintain the properties and make repairs on the vacant buildings. The Successor Agency secured the site by installing fencing at two separate locations at a cost of \$14,000. This action has assisted in keeping vagrants and the homeless from entering the property to commit any illegal activities.

Property Management services for the North Hemet Project are reflected on the Recognized Obligation Payment Schedule January through June 2012.

Staff recommends approval and payment of this invoice.

Attachment:

Invoice for \$5,500.00

Invoice for \$8,500.00

Construction Work Order \$5,500.00

Construction Work Order \$8,500.00

Valley Cities / Gonzales Fence Inc.

Invoice

1338 Sixth St.
Norco, CA 92860

Phone #	Fax #
951-735-1145	951-735-9683

Date	Invoice #
2/14/2012	1487

Bill To
EDA / <i>Riverside County</i> 3403 Tenth St. Suite 500 Riverside, Ca 92501

Ship To
955-8346 Tracy

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
RFP#2011-3-004	upon completion	DG	2/14/2012			

Quantity	Item Code	Description	Price Each	Amount
	Fence installation	Materials and labor to install fencing per Proposal and Contract.(See Attached) Job Location: 250 Menlo Aye. Hemet, Ca	8,500.00	8,500.00T

Thank you for your business. Please remit one invoice with payment.

Total \$8,500.00

Valley Cities / Gonzales Fence Inc.

Invoice

1338 Sixth St.
Norco, CA 92860

Phone #	Fax #
951-735-1145	951-735-9683

Date	Invoice #
2/28/2012	1528

Bill To
County of Riverside - EDA 3403 10th Street Ste 500 Riverside, CA 92501

Ship To
955-8346

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
RFP#2011-3-004	Due on receipt	DG	2/28/2012			

Quantity	Item Code	Description	Price Each	Amount
	Fence installation	Materials and labor to install fence per contract. Job Location: 250 Oakland Ave., Hemet RFP#2011-3-004	5,500.00	5,500.00
	4/4	L.M Tracy		

Thank you for your business. Please remit one invoice with payment.	Total	\$5,500.00
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County of Riverside
Successor Agency to the Redevelopment
Agency for the County of Riverside
3403 Tenth St. Suite 500
Riverside, CA 92501

Date: May 3, 2012

Contract No.: _____
Project No.: _____
Account No.: _____

CONSTRUCTION WORK ORDER

Public Contract Code Section 22032 (a)
(Agency Public Projects \$10,000 or less)

This Construction Work Order ("Work Order") is authorization by the County of Riverside, a political subdivision of the State of California acting in its capacity as Successor Agency to the Redevelopment Agency of the County of Riverside ("Agency") to the undersigned Contractor ("Contractor") to perform the following Work (Include in the description of the Work a list of any drawings, plans, specifications or other documents describing the Work. Attach additional page(s) if necessary):

Work Description ("Work"): To install 369 Lin. Ft. of 6 Ft. Chain link Fencing with Top Rail. 1-26 Ft. Wide x 5 Ft. Chain link Roll Gate with 3- Strand barbwire. 150 Lin. Ft. provide and install 5 Ft. High Chain link Fabric & 3-Strands of barbwire on existing fence post. 340 Lin Ft. remove & dispose of existing chain link fence and gate. The purpose of the project is to secure Agency owned property by installing a fence east along 439-060-010, 439-060-014, to 439-060-015 on Menlo Avenue and North on State Street along aprn 439-060-013, which will help prevent breaks ins and vagrancy which was occurring on the property site. Hemet Code Enforcement and Hemet PD requested assistance to resolve the problem. See Exhibit A attached hereto and incorporated herein.

Subject to the hereinafter stated General Terms and Conditions, Contractor shall be paid for Contractor's proper performance of the Work the following compensation:

Compensation:	
<input checked="" type="checkbox"/> Lump sum amount of \$ 8,500.00_.	<input type="checkbox"/> Reimbursement of actual costs for labor, materials and equipment verified by documentation satisfactory to County to have been incurred and paid by Contractor in performance of the Work plus ___ percent (___%) thereof payable to Contractor for overhead and profit, the sum of which shall not exceed a maximum price of \$ _____.

Subject to the hereinafter stated General Terms and Conditions, based upon Application(s) for Payment properly prepared and submitted by Contractor, Agency shall make payment of earned and undisputed amounts to Contractor as follows:

- a single, lump sum payment payable by Agency not more than 60 calendar days after occurrence of the conditions for completion of the Work as defined in California Public Contract Code §7107(c), (1), (2), (3) or (4), whichever of such conditions is earliest satisfied ("Final Completion"); or
- monthly progress payments payable by Agency within 30 calendar days after County's approval of monthly Applications for Payment, less a retention withheld by Agency from each such monthly progress payment of Ten percent (10%) of the progress payment amount, which retention shall be payable by Agency within 60 calendar days following Final Completion of the Work.

Contractor shall commence the Work within (30) calendar days after receipt of a copy of this Work Order signed by Agency and subject to extensions of time permitted by the General Terms and Conditions shall complete the Work within (2) calendar days after such receipt.

By signing below, Contractor certifies that he is aware of the provisions of California Labor Code §3700 which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the California Labor Code, and that it will comply with such provisions before commencing the performance of the Work. Pursuant to California Labor Code §1771.7, Agency has (effective date: _____) has not adopted a Labor Compliance Program applicable to the Work. For questions or assistance concerning the Labor Compliance Program, contact _____ N/A _____.

THIS WORK ORDER IS GOVERNED BY THE GENERAL TERMS AND CONDITIONS THAT ACCOMPANY THIS WORK ORDER

Riverside County
Board of Supervisors

CONTRACTOR: **Valley Cities Fence (fence contractor)**

Signature
Print Name: John Tavaglione, Chairman
Title: Board of Supervisors
Date: _____

Signature
Print Name: DAVID GONZALEZ
Title: President
Date: 5-15-12

Telephone: 714-735-1145 Facsimile:
Email: davecf@gmail.com
State Contractor License No. 575325

FORM APPROVED COUNTY COUNSEL
BY: MARSHAL VICTOR 5/8/12
DATE

GENERAL TERMS AND CONDITIONS

- 1. Work.** Contractor shall provide all labor, materials, equipment, tools, machinery, water, heat, utilities, transportation, supervision, coordination, royalties, permits, fees, licenses, local, state and federal taxes and other facilities and services necessary for proper execution and completion of the Work in accordance with the drawings, plans, specifications and other documents identified in the description of Work set forth in or attached to this Work Order. The Work includes not only that which is expressly shown in such drawings, plans, specifications or other documents, but any work that Contractor in the exercise of reasonable care should reasonably infer therefrom as being necessary to complete the Work in a condition that is suitable for use by Agency.
- 2. Warranty.** Without limitation to Agency's other rights or remedies (including, without limitation, any other warranties required by this Work Order), Contractor warrants that all labor, installation, materials and equipment furnished will be of first-class quality, new, free of liens, claims and security interests of third parties, in conformity with all applicable state, local and federal laws, and free of defects for a period of one year from Final Completion (ordinary wear and tear and unusual abuse or neglect by Agency excepted). Work that does not conform to the foregoing warranty shall be repaired or replaced, together with the repair or replacement of any other work which may be removed, displaced or damaged in so doing.
- 3. Licenses.** Contractor shall possess and maintain for the duration of its performance of the Work and any warranty such contracting and business licenses as are required by applicable laws for the performance of the Work.
- 4. Permits, Laws.** Contractor shall secure and pay for all necessary governmental permits and approvals required for performance of the Work or for use or occupancy of the Work by Agency and comply with all laws applicable to the performance of the Work or Contractor's other obligations under this Work Order.
- 5. Protection, Safety.** Contractor shall take all necessary safety precautions and other preventive actions to protect persons, personal property, adjacent property, landscaping, stored materials, work of other contractors and existing facilities, utilities and structures from injury, loss or damage due to activities of Contractor or its subcontractors, suppliers or equipment operators, of every contracting tier ("Subcontractors").
- 6. Hazardous Substances.** Contractor and Subcontractors shall not generate, manufacture, transport, store or dispose of, nor permit the introduction, use, generation, storage or disposal of, Hazardous Substances on, under or about the property where the Work is to be performed ("Site"), except for Hazardous Substances that: (1) are specified in this Work Order for use in the construction of the Work; (2) are stored and used by Contractor in compliance with applicable laws; (3) do not contain asbestos or polychlorinated biphenyls (PCB's); and (4) do not require a permit or license from, or need not be reported to, a governmental authority. The term "Hazardous Substances" shall mean those materials and substances prohibited, proscribed, or the use of which is controlled by any federal, state or local agency having jurisdiction of such matters.
- 7. Field Conditions, Coordination, Clean Up.** Contractor shall take field measurements and verify field conditions at the Site before commencing the Work. Contractor shall schedule and perform the Work avoiding to the greatest extent possible conflict, delay in or interference with the work of the other contractors, the activities of Agency's own forces and any on-going operation, occupancy or use of Agency's existing facilities on Site. Contractor at all times shall keep the Site free from debris such as waste, rubbish and excess materials and equipment caused by the performance of the Work. Waste and debris shall be placed in temporary dumpsters provided by Contractor for that purposes and shall not be placed in Agency or County waste containers.
- 8. Nondiscrimination.** In the performance of this Work Order, Contractor and Subcontractors shall not discriminate in their recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or disability and shall comply with the provisions of the California Fair Employment Practice Act (commencing with Section 12900 of the California Government Code), the Federal Civil Rights Act of 1964 (P.L. 88-352) and Executive Order No. 11246, and with respect to each such law and shall comply with all amendment thereof and administrative rules and regulations issued pursuant thereto.
- 9. Labor.** Agency has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime Work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to execute the Work ("prevailing wage rates"), which are on file with Agency and will be made available to any interested party on request. No representation is made by Agency that workers are available at such rates. Contractor shall post the prevailing wage rates at the Site. All workers employed by Contractor or its Subcontractors shall be paid not less than the prevailing wage rates. Contractor and Subcontractors shall comply with all applicable laws relating to payment of prevailing wages, hours of work and maintenance and submission of certified payroll reports, including, but not limited to, the requirements of California Labor Code §§ 1775, 1776, 1777.7 and 1813.
- 10. Utilities.** All utilities, including, but not limited to, electricity, water, gas and telephone, used in performance of the Work shall be furnished and paid for by Agency. Agency assumes the responsibility for removal, relocation, and protection of existing main or trunkline utility facilities located at the Site at the time of commencement of the Work which are not identified in this Work Order. Contractor shall be entitled to reasonable additional compensation for, and shall not be responsible for delays caused by, relocating, repairing or removing unidentified utilities.
- 11. Contractor Status, Subcontractors, Third Parties.** Contractor is an independent contractor wholly responsible for the manner in which it performs the Work and assumes responsibility for the acts and omissions of its Subcontractors as they relate to the Work. Contractor shall require each of its Subcontractors to assume toward Contractor all the obligations and responsibilities that Contractor assumes toward Agency. Each agreement Contractor enters into with a Subcontractor is hereby assigned by Contractor to Agency, provided that such assignment is effective only after termination of this Work Order and only for those agreements that Agency accepts in writing. Nothing contained in this Work Order shall create any third-party beneficiary rights in favor of any third persons or entities.
- 12. Agency Authority.** The Agency's Director or his/her Assistant Director designee ("Director") is the only person with authority to bind Agency contractually. Persons acting in the capacity as consulting project managers, construction managers or design consultants to Agency do not have authority to: (1) obligate or commit Agency to any payment of money; (2) obligate Agency to any modification to this Work Order; (3) relieve Contractor of any of its obligations under this Work Order; or (4) approve or order any Work involving delay or extra work.
- 13. Changes.** Changes or additions to the Work may be ordered by Agency without invalidating this Work Order. Subject to the limitations of California Public Contract Code §20142, such changes or additions must be authorized in a writing signed by Agency's Director setting forth a statement of the agreed scope of and price for the change or addition. Changes or additions to the Work performed without such prior written authorization shall be at Contractor's own risk and expense.
- 14. Differing Site Conditions.** Contractor's exclusive right and remedy for claims involving additional compensation or damages due to differing site conditions shall be its rights under California Public Contract Code §7104.
- 15. Continuous Work.** No dispute with respect to any matters relating to the performance of this Work Order or any change or addition to the Work, including, without limitation, the amount of any payment claimed due by Contractor that is disputed in good faith by Agency, shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work, including performance of any disputed Work or disputed changes or additions to the Work.
- 16. Payments by County.** Contractor shall properly prepare and submit its application(s) requesting payment ("Payment Applications"), together with any supporting cost documentation and conditional releases as required by this Work Order, to Agency on or before the fifth (5th) day of the month following the month in which the Work that is the subject of such Payment Application was performed or completed. In the case of monthly progress payments, the payment amount shall not exceed the progressed value of the Work, calculated by multiplying the percentage of the Work that Agency determines, in good faith, to have been properly performed times the lump sum or not-to-exceed price agreed to in this Work Order. Using the appropriate forms provided for in California Civil Code §3262,

Contractor shall submit with each Payment Application requesting progress payment and final payment conditional releases executed by Contractor and each Subcontractor of every contracting tier for Work performed during the period of time covered by the Payment Application. Agency shall have the right to withhold payment for losses caused or threatened as a result of any of the following: (1) defective Work; (2) failure to pay third parties for Work performed; or (3) any other violation of the terms of this Work Order. Agency shall have the right, if deemed necessary in its sole discretion, to issue joint checks made payable to Contractor and any Subcontractor. Acceptance by Contractor of final payment shall be a waiver of all claims for additional compensation, except as to claims identified by Contractor in writing at the time of submitting its Payment Application requesting full and final payment.

17. Securities in Lieu of Retention. If the Work Order provides for retention of amounts from monthly progress payments, then Contractor shall be permitted pursuant to Public Contract Code §22300 to request at Contractor's expense either (1) substitute securities in lieu of monies withheld or retained by Agency or (2) request deposit monies withheld or retained by Agency with an escrow agent.

18. Insurance. Contractor shall provide to Agency, prior to commencing performance under this Work Order, certificate(s) of insurance evidencing that Contractor has purchased policy(ies) of insurance issued by a California admitted insurance carrier with a minimum A.M. Best rating of A:VIII or better providing all of the insurance coverages required under this Work Order, including the following: Workers' Compensation: If the Contractor has employees as defined by the State of California, then Contractor shall provide statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California (including Employers' Liability (Coverage B), Occupational Disease coverage and, if applicable, a Borrowed Servant/Alternate Employer Endorsement) with limits of liability not less than \$1,000,000 per person per accident and endorsed to waive subrogation in favor of the Agency. Commercial General Liability: Contractor shall provide Commercial General Liability insurance coverage, including, but not limited to, premises liability, contractual liability, products and completed operations liability, and personal and advertising injury coverage with limits of liability not less than \$1,000,000 per occurrence combined single limit covering claims that may arise from or out of Contractor's performance of its obligations under this Work Order. If such insurance contains a general aggregate limit, it shall apply separately to this Work Order or be no less than two (2) times the occurrence limit. Vehicle Liability: If vehicles or mobile equipment are used in the Contractor's performance under this Work Order, then Contractor shall provide liability insurance for all owned, non-owned or hired vehicles so used with limits of liability not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Work Order or be no less than two (2) times the occurrence limit. Contractor's Commercial General Liability and Vehicle Liability insurance shall name County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Contractor shall maintain all of the foregoing insurance coverages for the duration of Contractor's performance under this Work Order and any warranties or guaranties provided hereunder. All such policies shall contain provisions giving Agency at least thirty (30) days' written notice of any expiration, cancellation or renewal.

19. Indemnity. To the fullest extent permitted by law, Contractor agrees to indemnify, immediately defend at its own expense and hold harmless, County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective Board of Supervisors, and each of their respective members, officers, employees, agents, insurers and volunteers ("Indemnitee(s)"), through legal counsel reasonably acceptable to Agency, from any and all losses, liabilities, actions, claims, damages and expenses (including, without limitation, attorney's fees and court costs), whether real or alleged, regardless of whether caused in part by such Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee, arising out of or relating to any act or omission of Contractor or a Subcontractor, of any contracting tier; PROVIDED, HOWEVER, that nothing contained herein shall be construed as obligating Contractor to indemnify an Indemnitee for Losses resulting from the sole negligence, active negligence or willful misconduct of such Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee or from a defect in design furnished by such Indemnitee, where such sole negligence, active negligence, willful misconduct or design defect has been determined by agreement of Contractor and that Indemnitee or has been adjudged by the final and binding findings of a court or arbitrator of competent jurisdiction. In instances where the active negligence or willful misconduct of an Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee or a defect in a design furnished by such an Indemnitee accounts for only a portion or percentage of the Loss involved, the obligation of Contractor will be for that portion or percentage of the Loss not due to such active negligence, willful misconduct or design defect. The provisions of this Paragraph shall not be limited to the availability of insurance proceeds and shall survive termination or expiration of this Work Order.

20. Default and Termination. Without limitation to any other right or remedy of Agency at law or in equity, should Contractor fail to perform any obligation under this Work Order and thereafter fail to fully cure such default within five (5) calendar days after issuance of written notice by Agency, or should Contractor file or have filed against it a petition for bankruptcy or have its assets be subject to a general assignment for the benefit of its creditors, become insolvent and or be declared insolvent, or be unable to pay its obligations to its creditors when due, then Agency shall have the option to either (1) without terminating this Work Order take any actions necessary to cure such default and to charge the costs thereof and any other losses resulting therefrom to Contractor or (2) terminate this Work Order, take possession of all tools, equipment, materials and supplies not owned by Contractor, use whatever means are deemed expedient by County to complete the Work and charge the costs thereof and any other losses resulting therefrom to Contractor. In the event of such termination, further payment to Contractor, if any, shall not be due until the Work is completed by Agency.

21. Termination for Convenience. Agency shall have the right at any time, without cause and for its convenience, to terminate this Work Order in whole or in part upon giving Contractor ten (10) calendar days prior written notice. Contractor's sole compensation in the event of such termination shall be its right to be paid for the portion of the Work that is completed, not to exceed a prorated portion of the total agreed compensation for the Work based on Agency's good faith determination of the percentage of Work completed in accordance with this Work Order. Agency shall have no other or further liability to Contractor for any direct, consequential or prospective damages, including, without limitation, prospective loss of profits, loss of bonding capacity, loss of business opportunity or unabsorbed overhead. In the event any termination by Agency under Section 20 is determined to be wrongful, then such termination shall be deemed to be a termination under this Section 21.

22. Time of Essence. All time limits stated in this Work Order relative to the Contractor's performance of its obligations under this Work Order are of the essence. Contractor shall be entitled to an extension of any completion date set forth in this Work Order for delays beyond its control and responsibility provided that Contractor has given Agency written notice of such delay within five (5) calendar days of learning of such delay. Failure to give such notice shall result in a waiver by Contractor of the right to a time extension. Extension of time is the Contractor's sole right and remedy for delay, regardless of the cause (including, without limitation, delay caused by Agency) and is in lieu of any right Contractor may have for additional compensation or damages, which right is hereby waived by Contractor.

23. Assignment. Contractor shall not assign any interest or claim, nor any monies due, under this Work Order without the prior written consent and approval of Agency, which may be granted or withheld in County's sole discretion. Contractor agrees to assign to County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15), or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Work Order. This assignment shall be made and become effective at the time Agency tenders final payment to Contractor, without further acknowledgement by the parties hereto.

24. No Waiver or Limitation. A waiver by either party of any breach of any term or covenant of this Work Order shall not be deemed to be a waiver of any subsequent breach of the same or any other term or covenant whether of the same or a different character. Neither payment for nor acceptance of Work by Agency shall be interpreted as waiving or limiting any of Agency's rights or remedies or as a relieving Contractor from responsibility to comply with its obligations under this Work Order. Rights of Agency under this Work Order shall be in addition to and not a limitation on the Agency's rights otherwise available under applicable laws.

25. Entire Agreement, Requisite Provisions, Severability. This Work Order represents the entire agreement between Agency and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Each and every provision and clause required by applicable laws to be inserted in this Work Order shall be deemed to be inserted. Any provision hereof found to be unenforceable shall be deemed severed and separable from the other provisions hereof.

26. Conflicts of Interest. Contractor agrees not to accept any contract or the benefits of any decision in which the Contractor believes or suspects an official of the Agency is "financially interested" (as provided in California Government Code §§1090 and 87100). Contractor represents and warrants that it has neither paid, nor

agreed to pay, nor will it pay, any sums or other consideration to any representative of Agency in connection with this Work Order or any Work hereunder, nor has any such payment or agreement for payment been requested or solicited by any representative of Agency.

27. Attorneys' Fees. If any legal action, arbitration or other legal proceeding is brought in connection with or related to the interpretation, performance or enforcement of this Work Order, including, but not limited to, an action to rescind, the prevailing party therein shall be entitled to recover from the other party the prevailing party's actual costs, expenses, and attorneys' fees at arbitration, trial, and/or on appeal.

Exhibit "A" Invoice

Valley Cities / Gonzales Fence Inc.

1338 Sixth St.
 Norco, CA 92860

Phone #	Fax #
951-735-1145	951-735-9683

Date	Invoice #
2/14/2012	1487

Bill To
EDA / Riverside County 3403 Tenth St. Suite 500 Riverside, Ca 92501

Ship To
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P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
RFP#2011-3-004	upon completion	DG	2/14/2012			

Quantity	Item Code	Description	Price Each	Amount
	Fence installation	Materials and labor to install fencing per Proposal and Contract.(See Attached) Job Location: 250 Menlo Aye. Hemet, Ca	8,500.00	8,500.00T

Thank you for your business. Please remit one invoice with payment.	Total 8,500.00
---	-----------------------

County of Riverside
Successor Agency to the Redevelopment
Agency for the County of Riverside
3403 Tenth St. Suite 500
Riverside, CA 92501

Date: February 22, 2012

Contract No.: _____
Project No.: _____
Account No.: _____

CONSTRUCTION WORK ORDER

Public Contract Code Section 22032 (a)
(Agency Public Projects \$10,000 or less)

This Construction Work Order ("Work Order") is authorization by the County of Riverside, a political subdivision of the State of California acting in its capacity as Successor Agency to the Redevelopment Agency of the County of Riverside ("Agency") to the undersigned Contractor ("Contractor") to perform the following Work (Include in the description of the Work a list of any drawings, plans, specifications or other documents describing the Work. Attach additional page(s) if necessary):

**Work Description ("Work"): Install 185 Ft. of 6 ft. high chain link fencing with top rail and 1-20 ft. wide x 6 ft. high chain link slide gated. Location 250 Oakland Avenue, Hemet
1 24 ft. wide x 6 ft. high chain link double swing gate at 160 Menlo Avenue. See attached Exhibit A attached hereto and incorporated herein.**

Subject to the hereinafter stated General Terms and Conditions, Contractor shall be paid for Contractor's proper performance of the Work the following compensation:

Compensation: <input checked="" type="checkbox"/> Lump sum amount of \$ 5,500.00	<input type="checkbox"/> Reimbursement of actual costs for labor, materials and equipment verified by documentation satisfactory to County to have been incurred and paid by Contractor in performance of the Work plus ___ percent (___%) thereof payable to Contractor for overhead and profit, the sum of which shall not exceed a maximum price of \$_____.
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Subject to the hereinafter stated General Terms and Conditions, based upon Application(s) for Payment properly prepared and submitted by Contractor, Agency shall make payment of earned and undisputed amounts to Contractor as follows:

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- monthly progress payments payable by Agency within 30 calendar days after County's approval of monthly Applications for Payment, less a retention withheld by Agency from each such monthly progress payment of Ten percent (10%) of the progress payment amount, which retention shall be payable by Agency within 60 calendar days following Final Completion of the Work.

Contractor shall commence the Work within (30) calendar days after receipt of a copy of this Work Order signed by Agency and subject to extensions of time permitted by the General Terms and Conditions shall complete the Work within (2) calendar days after such receipt.

By signing below, Contractor certifies that he is aware of the provisions of California Labor Code §3700 which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the California Labor Code, and that it will comply with such provisions before commencing the performance of the Work. Pursuant to California Labor Code §1771.7, Agency has (effective date: _____) has not adopted a Labor Compliance Program applicable to the Work. For questions or assistance concerning the Labor Compliance Program, contact N/A .

THIS WORK ORDER IS GOVERNED BY THE GENERAL TERMS AND CONDITIONS THAT ACCOMPANY THIS WORK ORDER

Riverside County
Board of Supervisors

CONTRACTOR: Valley Cities Fence (fence contractor)

Signature _____
Print Name: John Tavaglione, Chairman
Title: Board of Supervisors
Date: _____

Signature [Signature]
Print Name: DAVID GONZALES
Title: President
Date: 2-22-12

Telephone: 714-735-1145 Facsimile: 951-735-9683
Email: davevcf@gmail.com
State Contractor License No. 575325

FORM APPROVED COUNTY COUNSEL

BY: [Signature] 3/12/12
MARSHAL VICTOR DATE

GENERAL TERMS AND CONDITIONS

- 1. Work.** Contractor shall provide all labor, materials, equipment, tools, machinery, water, heat, utilities, transportation, supervision, coordination, royalties, permits, fees, licenses, local, state and federal taxes and other facilities and services necessary for proper execution and completion of the Work in accordance with the drawings, plans, specifications and other documents identified in the description of Work set forth in or attached to this Work Order. The Work includes not only that which is expressly shown in such drawings, plans, specifications or other documents, but any work that Contractor in the exercise of reasonable care should reasonably infer therefrom as being necessary to complete the Work in a condition that is suitable for use by Agency.
- 2. Warranty.** Without limitation to Agency's other rights or remedies (including, without limitation, any other warranties required by this Work Order), Contractor warrants that all labor, installation, materials and equipment furnished will be of first-class quality, new, free of liens, claims and security interests of third parties, in conformity with all applicable state, local and federal laws, and free of defects for a period of one year from Final Completion (ordinary wear and tear and unusual abuse or neglect by Agency excepted). Work that does not conform to the foregoing warranty shall be repaired or replaced, together with the repair or replacement of any other work which may be removed, displaced or damaged in so doing.
- 3. Licenses.** Contractor shall possess and maintain for the duration of its performance of the Work and any warranty such contracting and business licenses as are required by applicable laws for the performance of the Work.
- 4. Permits, Laws.** Contractor shall secure and pay for all necessary governmental permits and approvals required for performance of the Work or for use or occupancy of the Work by Agency and comply with all laws applicable to the performance of the Work or Contractor's other obligations under this Work Order.
- 5. Protection, Safety.** Contractor shall take all necessary safety precautions and other preventive actions to protect persons, personal property, adjacent property, landscaping, stored materials, work of other contractors and existing facilities, utilities and structures from injury, loss or damage due to activities of Contractor or its subcontractors, suppliers or equipment operators, of every contracting tier ("Subcontractors").
- 6. Hazardous Substances.** Contractor and Subcontractors shall not generate, manufacture, transport, store or dispose of, nor permit the introduction, use, generation, storage or disposal of, Hazardous Substances on, under or about the property where the Work is to be performed ("Site"), except for Hazardous Substances that: (1) are specified in this Work Order for use in the construction of the Work; (2) are stored and used by Contractor in compliance with applicable laws; (3) do not contain asbestos or polychlorinated biphenyls (PCB's); and (4) do not require a permit or license from, or need not be reported to, a governmental authority. The term "Hazardous Substances" shall mean those materials and substances prohibited, proscribed, or the use of which is controlled by any federal, state or local agency having jurisdiction of such matters.
- 7. Field Conditions, Coordination, Clean Up.** Contractor shall take field measurements and verify field conditions at the Site before commencing the Work. Contractor shall schedule and perform the Work avoiding to the greatest extent possible conflict, delay in or interference with the work of the other contractors, the activities of Agency's own forces and any on-going operation, occupancy or use of Agency's existing facilities on Site. Contractor at all times shall keep the Site free from debris such as waste, rubbish and excess materials and equipment caused by the performance of the Work. Waste and debris shall be placed in temporary dumpsters provided by Contractor for that purposes and shall not be placed in Agency or County waste containers.
- 8. Nondiscrimination.** In the performance of this Work Order, Contractor and Subcontractors shall not discriminate in their recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or disability and shall comply with the provisions of the California Fair Employment Practice Act (commencing with Section 12900 of the California Government Code), the Federal Civil Rights Act of 1964 (P.L. 88-352) and Executive Order No. 11246, and with respect to each such law and shall comply with all amendment thereof and administrative rules and regulations issued pursuant thereto.
- 9. Labor.** Agency has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime Work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to execute the Work ("prevailing wage rates"), which are on file with Agency and will be made available to any interested party on request. No representation is made by Agency that workers are available at such rates. Contractor shall post the prevailing wage rates at the Site. All workers employed by Contractor or its Subcontractors shall be paid not less than the prevailing wage rates. Contractor and Subcontractors shall comply with all applicable laws relating to payment of prevailing wages, hours of work and maintenance and submission of certified payroll reports, including, but not limited to, the requirements of California Labor Code §§ 1775, 1776, 1777.7 and 1813.
- 10. Utilities.** All utilities, including, but not limited to, electricity, water, gas and telephone, used in performance of the Work shall be furnished and paid for by Agency. Agency assumes the responsibility for removal, relocation, and protection of existing main or trunkline utility facilities located at the Site at the time of commencement of the Work which are not identified in this Work Order. Contractor shall be entitled to reasonable additional compensation for, and shall not be responsible for delays caused by, relocating, repairing or removing unidentified utilities.
- 11. Contractor Status, Subcontractors, Third Parties.** Contractor is an independent contractor wholly responsible for the manner in which it performs the Work and assumes responsibility for the acts and omissions of its Subcontractors as they relate to the Work. Contractor shall require each of its Subcontractors to assume toward Contractor all the obligations and responsibilities that Contractor assumes toward Agency. Each agreement Contractor enters into with a Subcontractor is hereby assigned by Contractor to Agency, provided that such assignment is effective only after termination of this Work Order and only for those agreements that Agency accepts in writing. Nothing contained in this Work Order shall create any third-party beneficiary rights in favor of any third persons or entities.
- 12. Agency Authority.** The Agency's Director or his/her Assistant Director designee ("Director") is the only person with authority to bind Agency contractually. Persons acting in the capacity as consulting project managers, construction managers or design consultants to Agency do not have authority to: (1) obligate or commit Agency to any payment of money; (2) obligate Agency to any modification to this Work Order; (3) relieve Contractor of any of its obligations under this Work Order; or (4) approve or order any Work involving delay or extra work.
- 13. Changes.** Changes or additions to the Work may be ordered by Agency without invalidating this Work Order. Subject to the limitations of California Public Contract Code §20142, such changes or additions must be authorized in a writing signed by Agency's Director setting forth a statement of the agreed scope of and price for the change or addition. Changes or additions to the Work performed without such prior written authorization shall be at Contractor's own risk and expense.
- 14. Differing Site Conditions.** Contractor's exclusive right and remedy for claims involving additional compensation or damages due to differing site conditions shall be its rights under California Public Contract Code §7104.
- 15. Continuous Work.** No dispute with respect to any matters relating to the performance of this Work Order or any change or addition to the Work, including, without limitation, the amount of any payment claimed due by Contractor that is disputed in good faith by Agency, shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work, including performance of any disputed Work or disputed changes or additions to the Work.
- 16. Payments by County.** Contractor shall properly prepare and submit its application(s) requesting payment ("Payment Applications"), together with any supporting cost documentation and conditional releases as required by this Work Order, to Agency on or before the fifth (5th) day of the month following the month in which the Work that is the subject of such Payment Application was performed or completed. In the case of monthly progress payments, the payment amount shall not exceed the progressed value of the Work, calculated by multiplying the percentage of the Work that Agency determines, in good faith, to have been properly performed times the lump sum or not-to-exceed price agreed to in this Work Order. Using the appropriate forms provided for in California Civil Code §3262,

Contractor shall submit with each Payment Application requesting progress payment and final payment conditional releases executed by Contractor and each Subcontractor of every contracting tier for Work performed during the period of time covered by the Payment Application. Agency shall have the right to withhold payment for losses caused or threatened as a result of any of the following: (1) defective Work; (2) failure to pay third parties for Work performed; or (3) any other violation of the terms of this Work Order. Agency shall have the right, if deemed necessary in its sole discretion, to issue joint checks made payable to Contractor and any Subcontractor. Acceptance by Contractor of final payment shall be a waiver of all claims for additional compensation, except as to claims identified by Contractor in writing at the time of submitting its Payment Application requesting full and final payment.

17. Securities in Lieu of Retention. If the Work Order provides for retention of amounts from monthly progress payments, then Contractor shall be permitted pursuant to Public Contract Code §22300 to request at Contractor's expense either (1) substitute securities in lieu of monies withheld or retained by Agency or (2) request deposit monies withheld or retained by Agency with an escrow agent.

18. Insurance. Contractor shall provide to Agency, prior to commencing performance under this Work Order, certificate(s) of insurance evidencing that Contractor has purchased policy(ies) of insurance issued by a California admitted insurance carrier with a minimum A.M. Best rating of A:VIII or better providing all of the insurance coverages required under this Work Order, including the following: Workers' Compensation: If the Contractor has employees as defined by the State of California, then Contractor shall provide statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California (including Employers' Liability (Coverage B), Occupational Disease coverage and, if applicable, a Borrowed Servant/Alternate Employer Endorsement) with limits of liability not less than \$1,000,000 per person per accident and endorsed to waive subrogation in favor of the Agency. Commercial General Liability: Contractor shall provide Commercial General Liability insurance coverage, including, but not limited to, premises liability, contractual liability, products and completed operations liability, and personal and advertising injury coverage with limits of liability not less than \$1,000,000 per occurrence combined single limit covering claims that may arise from or out of Contractor's performance of its obligations under this Work Order. If such insurance contains a general aggregate limit, it shall apply separately to this Work Order or be no less than two (2) times the occurrence limit. Vehicle Liability: If vehicles or mobile equipment are used in the Contractor's performance under this Work Order, then Contractor shall provide liability insurance for all owned, non-owned or hired vehicles so used with limits of liability not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Work Order or be no less than two (2) times the occurrence limit. Contractor's Commercial General Liability and Vehicle Liability insurance shall name County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Contractor shall maintain all of the foregoing insurance coverages for the duration of Contractor's performance under this Work Order and any warranties or guaranties provided hereunder. All such policies shall contain provisions giving Agency at least thirty (30) days' written notice of any expiration, cancellation or renewal.

19. Indemnity. To the fullest extent permitted by law, Contractor agrees to indemnify, immediately defend at its own expense and hold harmless, County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective Board of Supervisors, and each of their respective members, officers, employees, agents, insurers and volunteers ("Indemnitee(s)"), through legal counsel reasonably acceptable to Agency, from any and all losses, liabilities, actions, claims, damages and expenses (including, without limitation, attorney's fees and court costs), whether real or alleged, regardless of whether caused in part by such Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee, arising out of or relating to any act or omission of Contractor or a Subcontractor, of any contracting tier; PROVIDED, HOWEVER, that nothing contained herein shall be construed as obligating Contractor to indemnify an Indemnitee for Losses resulting from the sole negligence, active negligence or willful misconduct of such Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee or from a defect in design furnished by such Indemnitee, where such sole negligence, active negligence, willful misconduct or design defect has been determined by agreement of Contractor and that Indemnitee or has been adjudged by the final and binding findings of a court or arbitrator of competent jurisdiction. In instances where the active negligence or willful misconduct of an Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee or a defect in a design furnished by such an Indemnitee accounts for only a portion or percentage of the Loss involved, the obligation of Contractor will be for that portion or percentage of the Loss not due to such active negligence, willful misconduct or design defect. The provisions of this Paragraph shall not be limited to the availability of insurance proceeds and shall survive termination or expiration of this Work Order.

20. Default and Termination. Without limitation to any other right or remedy of Agency at law or in equity, should Contractor fail to perform any obligation under this Work Order and thereafter fail to fully cure such default within five (5) calendar days after issuance of written notice by Agency, or should Contractor file or have filed against it a petition for bankruptcy or have its assets be subject to a general assignment for the benefit of its creditors, become insolvent and or be declared insolvent, or be unable to pay its obligations to its creditors when due, then Agency shall have the option to either (1) without terminating this Work Order take any actions necessary to cure such default and to charge the costs thereof and any other losses resulting therefrom to Contractor or (2) terminate this Work Order, take possession of all tools, equipment, materials and supplies not owned by Contractor, use whatever means are deemed expedient by County to complete the Work and charge the costs thereof and any other losses resulting therefrom to Contractor. In the event of such termination, further payment to Contractor, if any, shall not be due until the Work is completed by Agency.

21. Termination for Convenience. Agency shall have the right at any time, without cause and for its convenience, to terminate this Work Order in whole or in part upon giving Contractor ten (10) calendar days prior written notice. Contractor's sole compensation in the event of such termination shall be its right to be paid for the portion of the Work that is completed, not to exceed a prorated portion of the total agreed compensation for the Work based on Agency's good faith determination of the percentage of Work completed in accordance with this Work Order. Agency shall have no other or further liability to Contractor for any direct, consequential or prospective damages, including, without limitation, prospective loss of profits, loss of bonding capacity, loss of business opportunity or unabsorbed overhead. In the event any termination by Agency under Section 20 is determined to be wrongful, then such termination shall be deemed to be a termination under this Section 21.

22. Time of Essence. All time limits stated in this Work Order relative to the Contractor's performance of its obligations under this Work Order are of the essence. Contractor shall be entitled to an extension of any completion date set forth in this Work Order for delays beyond its control and responsibility provided that Contractor has given Agency written notice of such delay within five (5) calendar days of learning of such delay. Failure to give such notice shall result in a waiver by Contractor of the right to a time extension. Extension of time is the Contractor's sole right and remedy for delay, regardless of the cause (including, without limitation, delay caused by Agency) and is in lieu of any right Contractor may have for additional compensation or damages, which right is hereby waived by Contractor.

23. Assignment. Contractor shall not assign any interest or claim, nor any monies due, under this Work Order without the prior written consent and approval of Agency, which may be granted or withheld in County's sole discretion. Contractor agrees to assign to County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15), or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Work Order. This assignment shall be made and become effective at the time Agency tenders final payment to Contractor, without further acknowledgement by the parties hereto.

24. No Waiver or Limitation. A waiver by either party of any breach of any term or covenant of this Work Order shall not be deemed to be a waiver of any subsequent breach of the same or any other term or covenant whether of the same or a different character. Neither payment for nor acceptance of Work by Agency shall be interpreted as waiving or limiting any of Agency's rights or remedies or as a relieving Contractor from responsibility to comply with its obligations under this Work Order. Rights of Agency under this Work Order shall be in addition to and not a limitation on the Agency's rights otherwise available under applicable laws.

25. Entire Agreement, Requisite Provisions, Severability. This Work Order represents the entire agreement between Agency and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Each and every provision and clause required by applicable laws to be inserted in this Work Order shall be deemed to be inserted. Any provision hereof found to be unenforceable shall be deemed severed and separable from the other provisions hereof.

26. Conflicts of Interest. Contractor agrees not to accept any contract or the benefits of any decision in which the Contractor believes or suspects an official of the Agency is "financially interested" (as provided in California Government Code §§1090 and 87100). Contractor represents and warrants that it has neither paid, nor

agreed to pay, nor will it pay, any sums or other consideration to any representative of Agency in connection with this Work Order or any Work hereunder, nor has any such payment or agreement for payment been requested or solicited by any representative of Agency.

27. Attorneys' Fees. If any legal action, arbitration or other legal proceeding is brought in connection with or related to the interpretation, performance or enforcement of this Work Order, including, but not limited to, an action to rescind, the prevailing party therein shall be entitled to recover from the other party the prevailing party's actual costs, expenses, and attorneys' fees at arbitration, trial, and/or on appeal.

Valley Cities / Gonzales Fence Inc.

*Tracy
Kaider*

Invoice

1338 Sixth St.
Norco, CA 92860

Phone #	Fax #
951-735-1145	951-735-9683

Date	Invoice #
2/28/2012	1528

EDA
MAR 01 2012
Real Estate
Ste. 500

Bill To

County of Riverside - EDA
3403 10th Street Ste 500
Riverside, CA 92501

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
RFP#2011-3-004	Due on receipt	DG	2/28/2012			

Quantity	Item Code	Description	Price Each	Amount
	Fence installation	Materials and labor to install fence per contract. Job Location: 250 Oakland Ave., Hemet RFP#2011-3-004	5,500.00	5,500.00

Thank you for your business. Please remit one invoice with payment.

Total

\$5,500.00