

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

413



FROM: Economic Development Agency

SUBMITTAL DATE:
June 21, 2012

SUBJECT: Agreement for Landscape Maintenance for the Romoland Beautification Project

RECOMMENDED MOTION: That the Board of Supervisors approve and authorize the Chairman of the Board to execute the attached agreement for landscape maintenance within State Highway Right-of-Way along SR 74 eastbound between the County of Riverside and the State of California's Department of Transportation.

BACKGROUND: In 2004, the Redevelopment Agency for the County of Riverside identified a need to improve the entrance to the formerly unincorporated community of Romoland, now part of the City of Menifee. This was an effort to eliminate physical and economic blighting conditions within the area. Consequently, the Redevelopment Agency entered into an agreement with Albert A. Webb Associates, approved on August 10, 2004, for the design of those improvements.

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Interstate 215 Corridor Redevelopment Project Area Capital Improvement Funds – Romoland Sub-Area	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*
Jennifer L. Sargent
County Executive Office Signature

FORM APPROVED COUNTY COUNSEL: FISCAL PROCEDURES APPROVED
BY: MARSHA L. VICTOR DATE: 5/11/12
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
DATE: 6/20/12
SAMUEL WONG

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

Prev. Agn. Ref.: 4.5 of 9/13/11 District: 5/5 Agenda Number: 3.8

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: (Continued)

The construction of those improvements are now complete and the construction maintenance period ends in August.

The attached agreement provides the terms and conditions under which the County will operate and maintain the Romoland Beautification Project (Phase II and III) Improvements. Staff recommends approval of the agreement so that the county may proceed with the long-term maintenance of the new facilities.

Attached:

- Agreement for Landscape Maintenance within State Highway Right-of-Way on Route 74 within the City of Menifee (3)

**AGREEMENT FOR LANDSCAPE MAINTENANCE
WITHIN STATE HIGHWAY RIGHT OF WAY
ON ROUTE 74 WITHIN THE CITY OF MENIFEE**

THIS AGREEMENT is made and executed effective this ____ day of _____, 2012 by and between the State of California, acting through its Department of Transportation, hereinafter referred to as "STATE," and the County of Riverside, hereinafter referred to as "COUNTY," together referred to as "PARTIES".

WITNESSETH

RECITALS:

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Permit Number 08-08-N-LC-0336 and 08-09-N-LC-0971.
2. This Agreement addresses COUNTY responsibility for the sidewalks, green-screen fence, landscaping, planting, irrigation systems, and litter and weed removal (collectively the "LANDSCAPING") placed within State Highway right of way on State Route 74, as shown on Exhibit A, attached to and made a part of this Agreement

Section I

In consideration of the mutual covenants and promises herein contained, COUNTY and STATE agree as follows:

- a) PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING as shown on said Exhibit "A."
- b) When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' Division of Maintenance's responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the Parties hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

Section II

COUNTY agrees, at COUNTY expense, to do the following:

- a) COUNTY may install, or contract authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN (Section 27 of the Streets and Highways Code) LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.
- b) COUNTY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.
- c) COUNTY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
- d) An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
- e) COUNTY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
- f) To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
- g) To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
- h) To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
- i) To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
- j) To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (form LA17) to the STATE to: the District Maintenance at 451 West Slover Ave., Bloomington, CA 92316 (Michael_Nakama@dot.ca 909.877.9253).

- k) To expeditiously repair any STATE facility damage ensuing from COUNTY'S LANDSCAPE IMPROVEMENTS, sign and presence and, activities, including, but not limited to, damaged caused by plants and plant roots and to reimburse STATE for its costs to repair the STATE facility damage ensuing from COUNTY's LANDSCAPE presence and activities should STATE be required to cure a COUNTY default.
- l) To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
- m) To furnish electricity and MAINTAIN lighting system and controls for all street lighting systems installed by and for COUNTY.
- n) To inspect LANDSCAPING on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING.
- o) To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.
- p) To MAINTAIN all sidewalks/bike paths within the Agreement limits of the STATE highway right of way, as shown on Exhibit A, at COUNTY expense. MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of sidewalks/bike paths for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about sidewalks/bike paths or the LANDSCAPING in an expeditious manner.
- q) To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.
- r) To allow random inspection of LANDSCAPING, street lighting systems, sidewalks/bike paths and signs by a STATE representative.
- s) To keep the entire landscaped area policed and free of litter and deleterious material.
- t) All work by or on behalf of COUNTY will be done at no cost to STATE.

Section III

STATE agrees to do the following:

- a) May provide COUNTY with timely written notice of unsatisfactory conditions that require correction by the COUNTY. However, the non-receipt of notice does not excuse COUNTY from maintenance responsibilities assumed under this Agreement.
- b) Issue encroachment permits to COUNTY and COUNTY contractors at no cost to them.

Section IV

Legal Relations and Responsibilities:

- a) Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or COUNTY facilities different from the standard of care imposed by law.
- b) If during the term of this Agreement, COUNTY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of COUNTY at COUNTY's expense or direct COUNTY to remove or itself remove LANDSCAPING at COUNTY's sole expense and restore STATE's right of way to its prior or a safe operable condition. COUNTY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to COUNTY to cure the default and COUNTY will have thirty (30) days within which to effect that cure.

- c) Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless COUNTY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of COUNTY.
- d) Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that COUNTY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this Agreement.
- e) Prevailing Wage Requirements: Labor Code Compliance:
If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, repair or maintenance COUNTY must conform to the provisions of Labor Code sections 1720 through 1815, all applicable regulations and coverage determinations issued by the Director of Industrial Relations. COUNTY agrees to include prevailing wage requirements in its contracts for public work. Work performed by COUNTY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.
- f) Prevailing Wage Requirements in Subcontracts
COUNTY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1). Subcontracts shall include all prevailing wage requirements set forth in COUNTY's contracts.
- g) Insurance
COUNTY and their contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the State of California, its officers, agents and employees as the additional insured in an amount of \$1 million per person and \$2 million in aggregate. Coverage shall be evidenced by a certificate of Insurance in a form satisfactory to Department that shall be delivered to Department with a signed copy of this Agreement.

h) Termination

This Agreement may be terminated by timely mutual written consent by PARTIES, and COUNTY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

i) Term of Agreement

This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the parties or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

THE COUNTY OF RIVERSIDE

STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION

By: _____
JOHN TAVAGLIONE
CHAIRMAN, BOARD OF SUPERVISOR

By: _____
Malcolm Daugherty
Acting Director of Transportation

Attest:

By: _____
COUNTY Clerk

By: _____
Deputy District Director
Maintenance

By: Yousha D. Victor, Deputy
COUNTY Counsel 5/1/12

By: _____
**Attorney
Department of Transportation

***Approval by STATE'S Attorney is not required unless changes are made to this form, in which case, the draft will be submitted to Headquarters for review and approval by STATE's Attorney as to form and procedures.*

EXHIBIT "A"

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**MAINTENANCE EXHIBIT FOR
 Highway 74 Beautification
 (Phase II)**

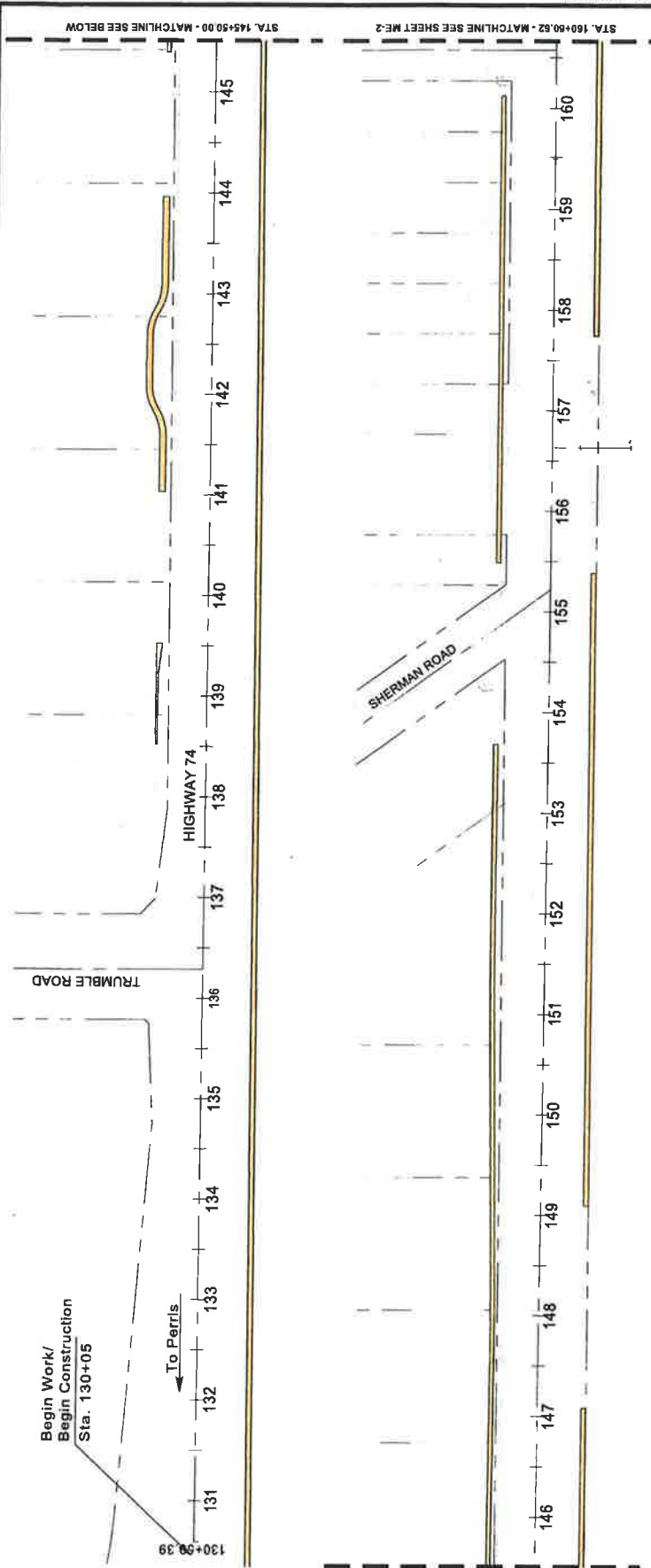
ROUTE	PROJECT	SHEET NO.	TOTAL SHEETS
08 / Riv 74		1	2

LICENSED LANDSCAPE ARCHITECT

PLANS APPROVAL DATE: 08/20/12

The State of California or its officers or agents shall not be liable for any damages or consequences of any nature whatsoever arising out of the use of these plans.

Call them over has a web site. To get to the web site, go to: <http://www.idla.com>



PROPOSED MAINTENANCE - AREA OF WORK



IAN DAVISON, Landscape Architect
 10101 LINDSEY LANE, SUITE 200
 RIVERSIDE, CA 92503
 951.503.1202 FAX 951.502.4232
 WWW.IDLA.COM
 REGISTRATION NO. 381



**MAINTENANCE EXHIBIT
 ME-1**

SCALE = 1/80

PERMIT NUMBER: 08-08-N-L-C-03316 Contract No.

FOR REPRODUCED PLANS ORIGINAL SCALE IS IN INCHES

CU FED. EA NO. EA STATE NO.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	RIVERSIDE COUNTY Economic Development Agency	PROJECT LANDSCAPE ARCHITECT	IAN DAVISON LANDSCAPE ARCHITECT	DESIGNED BY	IAN DAVISON LANDSCAPE ARCHITECT	CHECKED BY	IAN DAVISON LANDSCAPE ARCHITECT	DATE	08/20/12	DATE REVISD BY		DATE REVISD	
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DATE PLOTTED: 08/23/2012 9:32AM User: ian.davison
 PLOTTER: HP DesignJet 2450 Plotter
 FILE: I:\Projects\08-08-N-L-C-03316\08-08-N-L-C-03316-01.dwg

EXHIBIT "A"

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**MAINTENANCE EXHIBIT FOR
 Highway 74 Beautification
 (Phase II)**

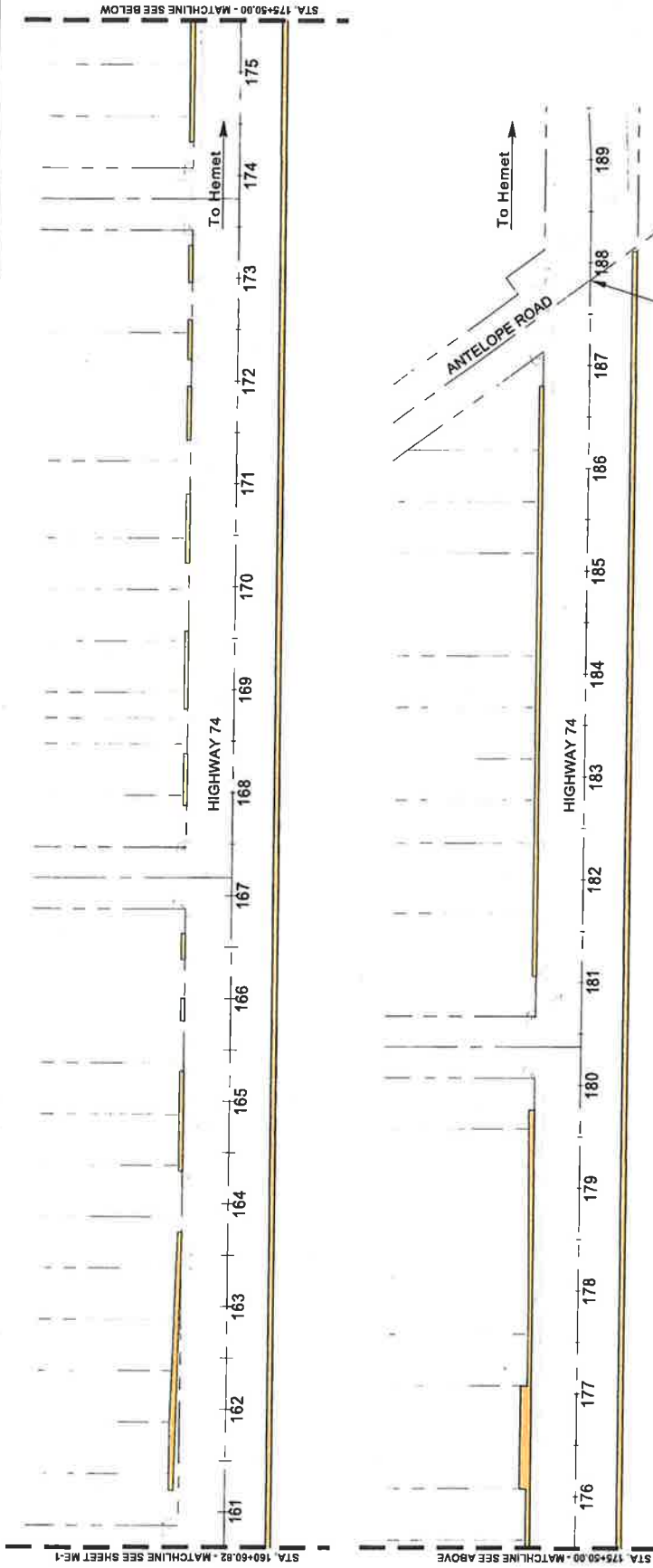
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08	Riv	74	74
PROJECT NO.		2	2

LICENSED LANDSCAPE ARCHITECT

PLANS APPROVAL DATE

DATE OF CLOSURE OF THE HIGHWAY OR OTHER ROADWAY TO BE MAINTAINED OR IMPROVED BY THESE PLANS

DATE TIME AND USE A WEB SITE. To get to the web site, go to: <http://recalc.org>



End Work/
 End Construction
 Sta. 187+83.10

PROPOSED MAINTENANCE - AREA OF WORK



**MAINTENANCE EXHIBIT
 ME-2**

SCALE = 1:50

IAN DAVIDSON LANDSCAPE ARCHITECTURE
 1000 UNIVERSITY AVENUE, SUITE 200
 RIVERSIDE, CALIFORNIA 92507
 PHONE: (951) 514-9900
 FAX: (951) 514-9901
 WWW: IANDAVIDSON.COM



PERMIT NUMBER 08-08-N-L-C-00316 Contract No.

CU FED. EA NO.

EA STATE NO.

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES

0 20 40 60 80 100 FEET

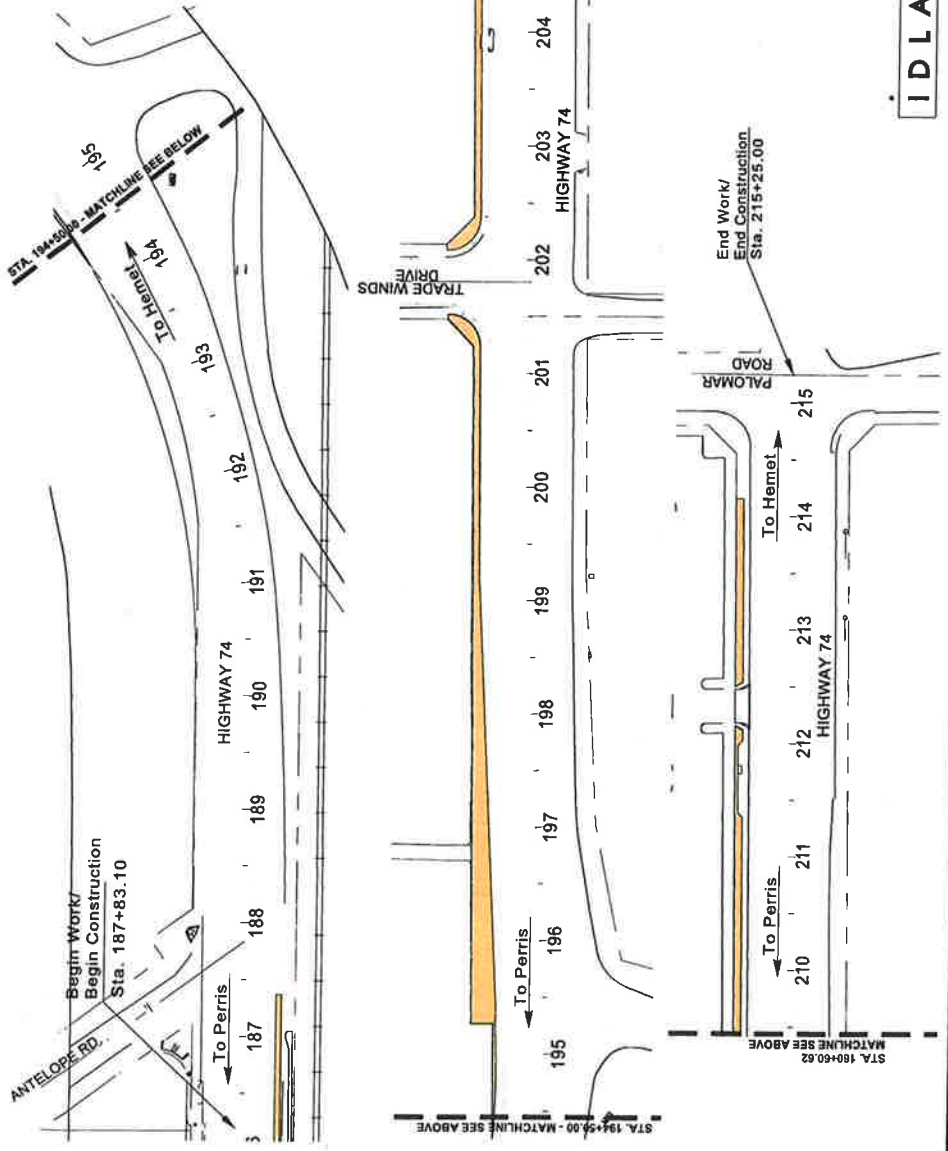
STATE OF CALIFORNIA	DEPARTMENT OF TRANSPORTATION	ECONOMIC DEVELOPMENT AGENCY
PROJECT LANDSCAPE ARCHITECT	IAN DAVIDSON LANDSCAPE ARCHITECTURE	1000 UNIVERSITY AVENUE, SUITE 200, RIVERSIDE, CA 92507
DESIGNED BY	CHECKED BY	DATE REVISION
DATE	REVISION BY	DATE

DATE PLOTTED: Mar 23, 2012 0:27am
 PLOT FILE: I:\Projects\08-08-N-L-C-00316 - Hwy 74 - Beautification\Maintenance Exhibit\08-08-N-L-C-00316.dwg

EXHIBIT "A"

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

MAINTENANCE EXHIBIT FOR Highway 74 Beautification (Phase III)



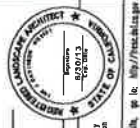
POST MILE TO VALLEJO TOWER	ROUTE	PROJECT NO.	SHEET NO.
08	Rv	74	1

LICENSED LANDSCAPE ARCHITECT

PLANS APPROVAL DATE

The State of California, in its effort to protect the public interest, requires that all plans for construction of public works be prepared by a duly licensed professional person. The State Engineer, Department of Transportation, is the authority for the issuance of licenses to such persons.

See Times issue for a full article. To get the full story, go to: <http://times.digitallp.com>



MAINTENANCE EXHIBIT
ME-3

SCALE = 1/50

PERMIT NUMBER: 08-09-N-LC-0971 Contract No.

IAN DAVIDSON, Landscape Architect
501 4th St., Suite 200
Perris, CA 92571
REGISTRATION NO. 10000



FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES

0 20 40 60 80 100 FEET

CU FED. EA NO. EA STATE NO.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	PROJECT LANDSCAPE ARCHITECT	DESIGNED BY	DATE	REVISD BY	DATE
RIVERSIDE COUNTY Economic Development Agency	IAN DAVIDSON LANDSCAPE ARCHITECTURE	CHECKED BY			
		DATE REVISED			
		DATE REVISED			

DATE PLOTTED: 4/25/2012 10:58am
Jesse Melby
C:\Users\jmelby\Documents\Projects\Highway74\Phase III - EIR\Maintenance Exhibit\100000_187-215.dwg