

FORM APPROVED COUNTY COUNSEL
 BY: Patricia Munroe 5/15/13
 DATE
 Patricia Munroe

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



931
 SUBMITTAL DATE:
 June 13, 2013

FROM: Economic Development Agency/Facilities Management and
 Transportation Department

SUBJECT: Temporary Construction Access Agreements for the Fred Waring Drive Improvement Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Temporary Construction Access Agreement for Parcel 0689-015A, within a portion of Assessor's Parcel Number 609-340-002;
2. Approve the attached Temporary Construction Access Agreement for Parcel 0689-016A, within a portion of Assessor's Parcel Number 609-340-003;

(Continued) **Patricia Romo**
 Assistant Director of Transportation

Patricia Romo
 Patricia Romo

Robert Field
 Robert Field

Juan C. Perez, Director
 Transportation and Land Management

Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 111,681	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 AGENDA: No	
SOURCE OF FUNDS: Palm Desert Finance Authority-100%	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

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 6/13/13
 SAMUEL WONG

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

RECOMMENDED MOTION: (Continued)

3. Authorize the Chairman of the Board to execute these agreements on behalf of the County;
4. Authorize the Assistant County Executive Officer/EDA or designee to execute any other documents and administer all actions necessary to complete these transactions;
5. Authorize and allocate the sum of \$53,340 for temporary access to Parcel 0689-015A, as well as \$2,500 to pay all related transaction costs; and
6. Authorize and allocate the sum of \$53,340 for temporary access to Parcel 0689-016A, as well as \$2,500 to pay all related transaction costs.

BACKGROUND:

The County of Riverside Transportation Department (RCTD) is proposing to widen Fred Waring Drive, between Adams Street and Port Maria Road in the Bermuda Dunes/La Quinta area of eastern Riverside County (Project). The Project includes widening the existing Fred Waring Drive from four to six lanes, installation of a sound wall on the south side of Fred Waring Drive, and construct a parking lane on the north side of Fred Waring Drive to allow for safe ingress/egress from the residential homes.

On January 8, 2013, the Board approved Item 3-34 adopting the Mitigated Negative Declaration for Environmental Assessment No. 42564, approving the Fred Waring Drive Improvement Project, and adopting the Mitigation Monitoring and Reporting Program for the Project.

RCTD has contracted with Overland, Pacific & Cutler (OPC), acquisition consultants, with oversight role by Economic Development Agency/Facilities Management (EDA/FM). OPC has negotiated the acquisition of temporary access rights of a portion of the property with the following owners:

Parcel No.	Assessor's Parcel No. (portion)	Owner	Rental Price and Improvements	Associated Costs*	Subtotal
0689-015A	609-340-002	Espero	\$53,340.38	\$2,500	\$55,840.38
0689-016A	609-340-003	Rowell	\$53,340.38	\$2,500	\$55,840.38
Totals			\$106,680.76	\$5,000	\$111,680.76

*Preliminary Title Report, County Appraisal, Consultant Time, and Staff Time

(Continued)

BACKGROUND: (Continued)

The Form 11 has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

The following summarizes the funding necessary for the temporary access of portions of Assessor's Parcel Numbers: 609-340-002 and 609-340-003:

Temporary Access (Rental Price)	\$106,680.76
EDA/FM Real Property Staff Time	5,000
Total Estimated Acquisition Costs	\$111,680.76

The remaining costs will be paid directly by the Transportation Department. All costs associated with this property acquisition are fully funded in the Transportation Department's budget for FY 2012/13. Thus, no additional net county cost will be incurred as a result of the transaction.

Attachments:

- Temporary Construction Access Agreement for Parcel 0689-015A (4)
- Temporary Construction Access Agreement for Parcel 0689-016A (4)

1 COUNTY OF RIVERSIDE, a political subdivision of the State of California
2 ("County"), and

3
4 SERGIO E. ESPERO and MARIA R. ESPERO, husband and wife as joint tenants
5 ("Grantor")

6
7 PROJECT: Fred Waring Drive Improvements
8 APN: 609-340-002 (PORTION)
9 PARCEL NO.: 0689-015A

10
11 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

12 This Temporary Construction Access Agreement ("Agreement") is made by and
13 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,
14 ("County") and SERGIO E. ESPERO and MARIA R. ESPERO, husband and wife as
15 joint tenants, ("Grantor"). County and Grantor are sometimes collectively referred to as
16 "Parties."

17 1. **RIGHTS GRANTED.** The right is hereby granted to County to enter upon
18 and use the land of Grantor in the County of Riverside, State of California, as portion of
19 Assessor's Parcel Number 609-340-002, highlighted on Attachment "1," attached
20 hereto ("Property"), and made a part hereof, for temporary access and for all purposes
21 necessary to facilitate and accomplish the construction of Fred Waring Drive
22 Improvements Project.

23 2. **AFFECTED PARCEL.** The temporary construction access, used during
24 construction of the Project, referenced as Parcel No. 0689-015A consisting of 2,300
25 square feet as depicted on Attachment "2," attached hereto, and made a part hereof
26 ("TCA Area").

27 3. **COMPENSATION.** County shall pay to the order of Grantor the sum of
28 Fifty Three Thousand Three Hundred Forty Dollars and Thirty Eight Cents (\$53,340.38)

1 for the right to enter upon and use the TCA Area in accordance with the terms hereof.
2 The improved value is based on the highlighted items shown in attachment "3",
3 (Description of Improvement), attached hereto and is included in the total
4 compensation of this agreement.

5 4. NOTICE TO GRANTOR. County shall provide a 30 day written notice
6 to the Grantor prior to using the rights herein granted. The rights herein granted may
7 be exercised for six (6) months from the 30 day written notice, or until completion of
8 said Project, whichever occurs later.

9 5. EQUIPMENT. It is understood that the County may enter upon the TCA
10 Area where appropriate or designated for the purpose of getting equipment to and from
11 the TCA Area.

12 6. RESPONSIBILITIES.

13 a. Grantor's Responsibilities – County has identified landscape items that
14 may be impacted by construction activities. Grantor is responsible for the
15 purchase and installation of Attachment "3" items. Grantor removes the
16 County from the obligation or responsibility for installation or restoration
17 of these items. Grantor will be responsible for the purchase of labor,
18 materials, demolition, engineering, retrofit, and reconstruction of the
19 upper wall to meet County and Project standards, which includes and is
20 not limited to painting, capping, and electrical work. Grantor waives
21 rights to seek additional compensation for landscaping and any other
22 costs associated with this project.

23 b. County's Responsibilities - County or its contractors shall remove or alter
24 some of the landscape, irrigation and hardscape items necessary to
25 complete the public improvement project from the TCA Area. The County
26 or its contractors will match the grade of the parcel to the roadway at the
27 property line, add two courses of additional block wall, reconstruct or
28 retrofit the lower wall to comply with County and Project standards. This

1 will require relocating mailbox and reconstructing entry driveway approach.
2 An exhibit depicting the existing condition of the property with these
3 recommended improvements is attached, Attachment "4". Any privately-
4 owned site improvements currently located within the public right of way
5 will be removed by the contractor without compensation. County will
6 provide vehicle/pedestrian access to the property during construction. If
7 access is blocked for more than one business day or twenty four hours, the
8 owner will be compensated on a daily basis of \$200.00 per day.

9 c.

10 7. DEBRIS REMOVED. At the termination of the period of use of TCA Area
11 by County, but before its relinquishment to Grantor, debris generated by County's use
12 will be removed and the surface will be graded and left in the condition found.

13 8. HOLD HARMLESS. Grantor shall be held harmless from all claims of
14 third persons arising from the County's use of the TCA Area permitted under this
15 Agreement; however, this hold harmless agreement does not extend to any liability
16 arising from or as a consequence of the presence of hazardous waste on the Property.

17 9. OWNERSHIP. Grantor hereby warrants that they are the owners of the
18 Property and that they have the right to grant County permission to enter upon and use
19 the Property.

20 10. ENTIRE AGREEMENT. This Agreement is the result of negotiations
21 between the parties hereto. This Agreement is intended by the parties as a final
22 expression of their understanding with respect to the matters herein and is a complete
23 and exclusive statement of the terms and conditions thereof. This Agreement
24 supersedes any and all other prior agreements or understandings, oral or written, in
25 connection therewith. No provision contained herein shall be construed against the
26 County solely because it provided or prepared this Agreement.

27 11. MODIFICATIONS IN WRITING. This Agreement shall not be changed,
28 modified, or amended except upon the written consent of the parties hereto.

1 12. SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in
2 interest, shall be bound by all the terms and conditions contained in this Agreement,
3 and all the parties thereto shall be jointly and severally liable thereunder.

4 13. TITLES AND HEADINGS. Titles and headings to articles, paragraphs or
5 subparagraphs herein are for the purpose of convenience and reference only, and shall
6 in no way limit, define or otherwise affect the provisions of this Agreement.

7 16. GOVERNING LAW AND VENUE. Any action at law or in equity brought
8 by either of the Parties hereto for the purpose of enforcing a right or rights providing for
9 by this Agreement shall be tried in a court of competent jurisdiction in the County of
10 Riverside, State of California, and the Parties hereby waive all provisions of law
11 providing for a change of venue in such proceedings to any other county.

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1 17. COUNTERPARTS. This Agreement may be signed in counterpart or
2 duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a
3 signed original for all purposes.

4 In Witness Whereof, the Parties have executed this Agreement the day and year
5 last below written.

6
7 COUNTY:
8 COUNTY OF RIVERSIDE

GRANTOR:
SERGIO E. ESPERO and MARIA R.
ESPERO, husband and wife as joint
tenants

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12 By: _____
13 John J. Benoit, Chairman
14 Board of Supervisors

By:  _____
Sergio E. Espero

15 ATTEST:
16 Kecia Harper-Ihem
17 Clerk of the Board

By:  _____
Maria R. Espero

18 By: _____
19 Deputy

20 APPROVED AS TO FORM:
21 Pamela J. Walls, County Counsel

SIGNED IN COUNTERPART

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23 By: _____
24 Patricia Munroe
25 Deputy County Counsel
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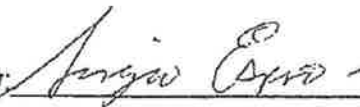
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 Maria R. Espero

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 19 Deputy

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 21 Pamela J. Walls, County Counsel

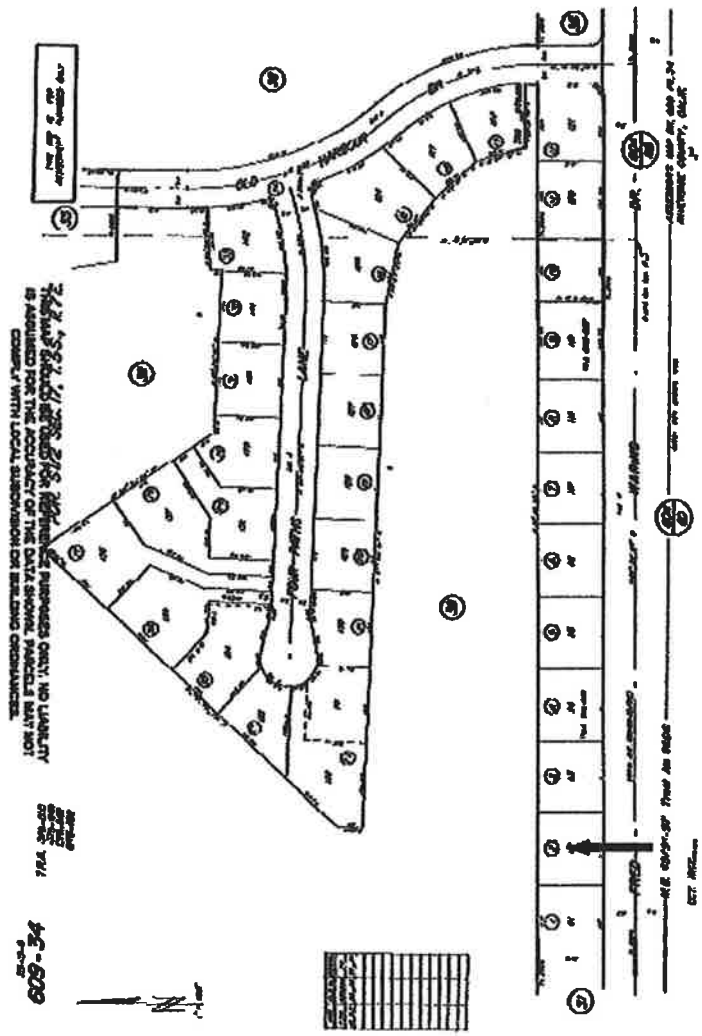
22 By: 
 23 Patricia Munroe
 24 Deputy County Counsel

SIGNED IN COUNTERPART

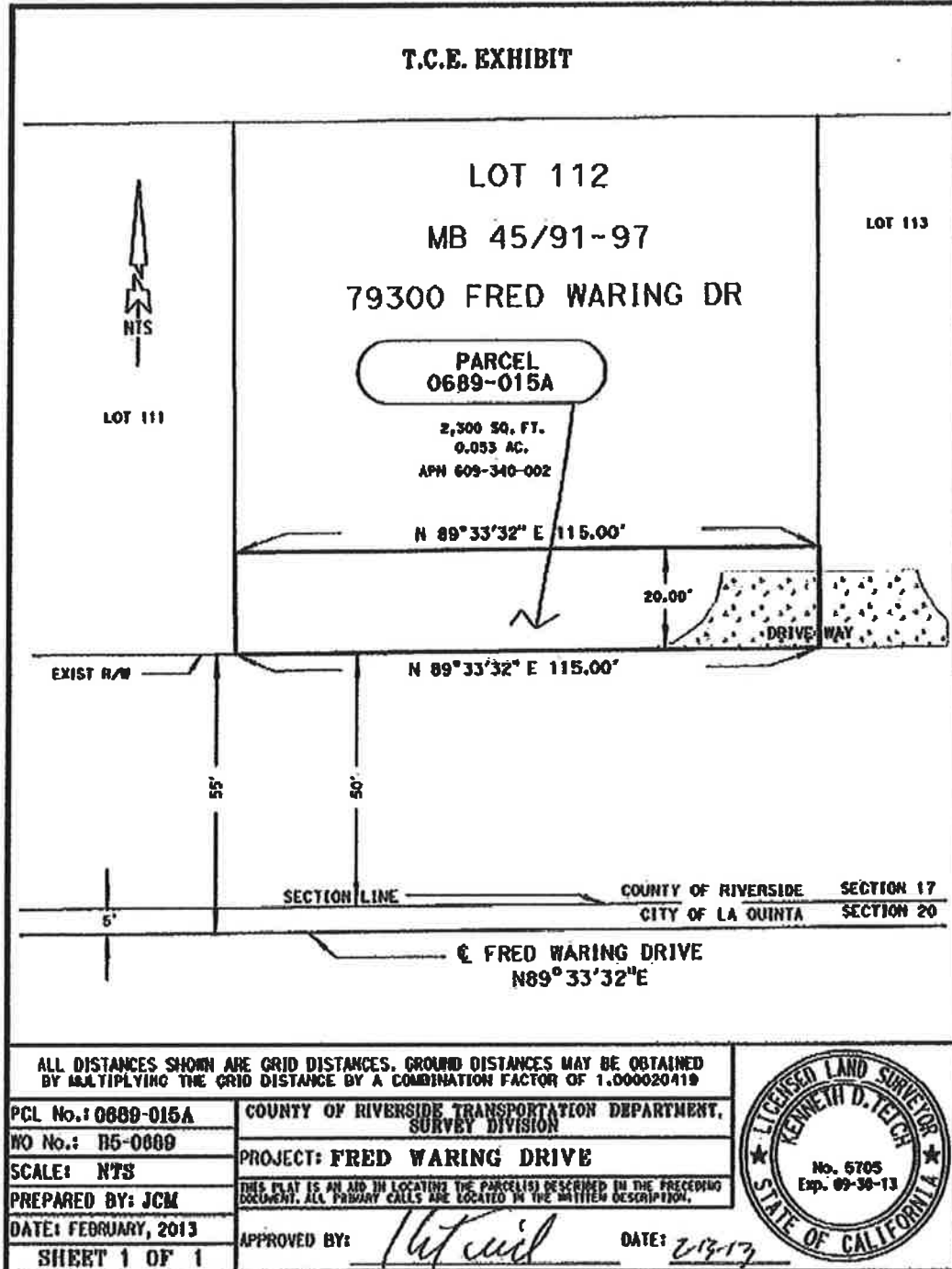
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ATTACHMENT "1" EXHIBIT OF PROPERTY DEPICTION

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ATTACHMENT "2"
EXHIBIT OF
TEMPORARY CONSTRUCTION EASEMENT/ACCESS AREA



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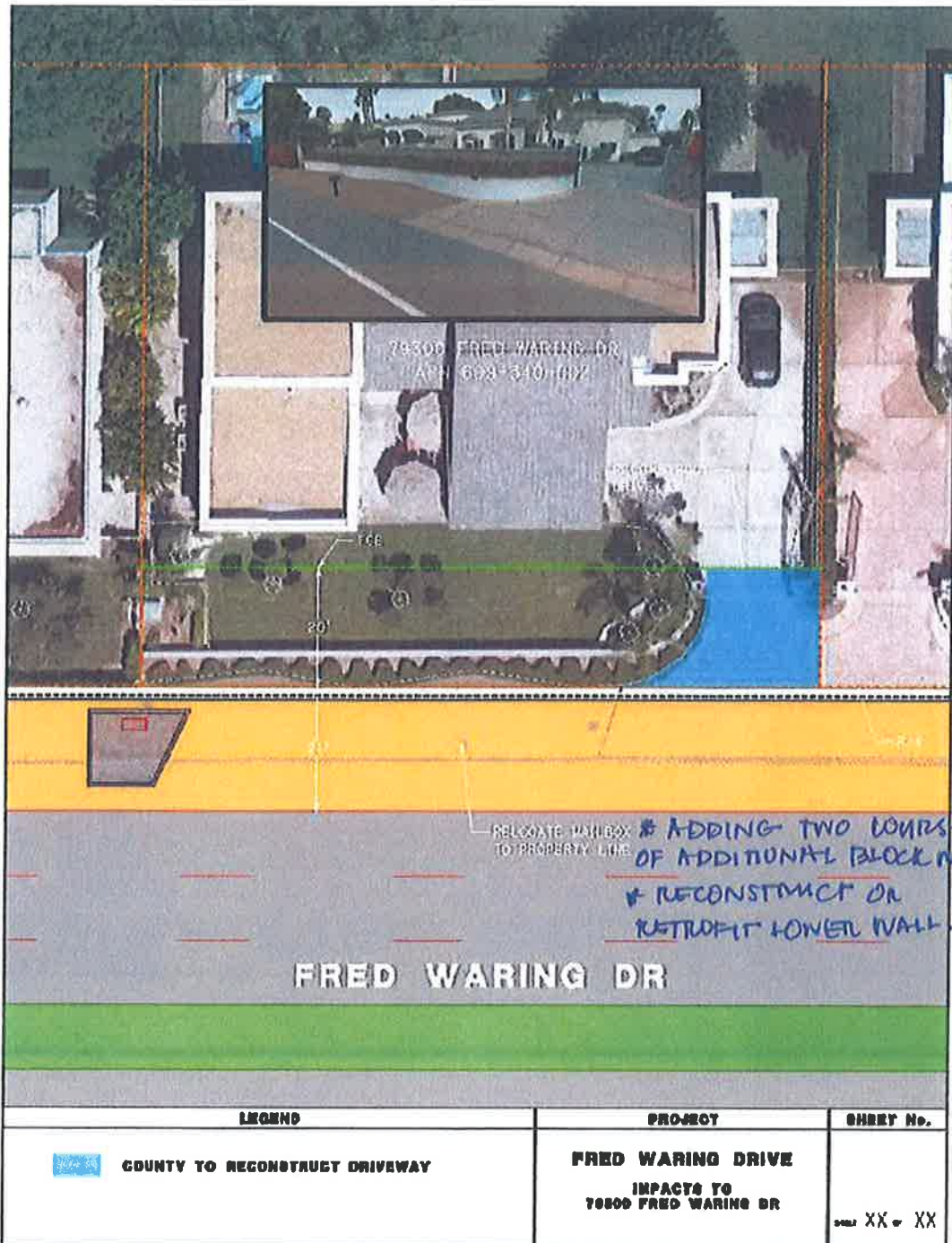
Fred Waring Drive

79300 Fred Waring Drive
Cost Estimates

Item		Unit	Units	Unit Price	Total
Landscaping					
48" Box Tree		Ea		850	-
36" Box Tree		Ea		650	-
24" Box Tree		Ea		250	-
15 Gallon Tree		Ea		85	-
15 Gallon Shrub		Ea		40	-
5 Gallon Shrub		Ea	15	20	300.00
1 Gallon Shrub		Ea	10	10	100.00
15 Gallon Vine		Ea	28	75	2,100.00
5 Gallon Vine		Ea		45	-
1 Gallon Vine		Ea		20	-
Sodded Turf		SF	760	0.85	646.00
Overseed Turf		SF	1,140	0.35	399.00
Soil Preparation		SF	285	0.75	213.75
Added soil to planter to raise height		SF	285	1.25	356.25
Turf Fertilizer		SF	1,140	0.35	399.00
Annual Color		FLATS		40	-
					-
Ground Covers					
1 1/2" Thich Decomposed Granite		SF		0.85	-
2" Thich Rock Mulch		SF	285	0.85	242.25
2' Landscape Boulders		Ea		55	-
					-
Irrigation					
Drip Irrigation per SF		SF	285	1.5	427.50
Modify Turf Spray Irrigation		LS	550	1.5	825.00
					-
Driveway Reconstruction					
Concrete Driveway Removal		SF		1.5	-
4" Standard Grey	Light Broom Finish	SF		5	-
4" Standard Grey	Salt Finish	SF		5.25	-
4" Tan Color	Light Broom Finish	SF		5.5	-
4" Tan Color	Salt Finish	SF		5.75	-
4" Stamped Concrete	Stone Pattern	SF		8.5	-
Added 6" Brick Bands		LF		8	-
6 Inch concrete trowl edge		LF		2	-
					-
Wall Reconstruction					
Wall Engineering		LS	1	2,000	2,000.00
Back Wall Add Three Rows of Block		LF	95	45	4,275.00
Remove Wall Cap & Replace		LF	95	20	1,900.00
Remove & Replace El Dorado Stone		SF	400	35	14,000.00
Refinish & Paint Back Wall		LF	95	16	1,520.00
Modify Back Wall Structure & Footing		LF	95	105	9,975.00
					-
Modify Landscape Lighting		LS	1	500	500.00
					-
			Sub-Total		40,178.75
Owner Coordination Cost/ Contingency (20%)				0.2	8,035.75
OPC Contingency (10%)				0.1	4,017.88
Total					52,232.38

ATTACHMENT "4"
AERIAL EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENT

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4 RONNY T. ROWELL and DONNA H. ROWELL, husband and wife as community

5 property, ("Grantor")

6

7 PROJECT: Fred Waring Drive Improvements

8 APN: 609-340-003

9 PARCEL NO.: 0689-016A

10

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2 duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a
3 signed original for all purposes.

4 In Witness Whereof, the Parties have executed this Agreement the day and year
5 last below written.

6
7 COUNTY:
8 COUNTY OF RIVERSIDE

GRANTOR:
RONNY T. ROWELL and DONNA H.
ROWELL, husband and wife as
community property

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11
12 By: _____
13 John J. Benoit, Chairman
14 Board of Supervisors

By: Ronny T. Rowell
Ronny T. Rowell

By: Donna H. Rowell
Donna H. Rowell

15 ATTEST:
16 Kecia Harper-Ihem
17 Clerk of the Board

18 By: _____
19 Deputy

SIGNED IN COUNTERPART

20 APPROVED AS TO FORM:
21 Pamela J. Walls, County Counsel

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23 By: _____
24 Patricia Munroe
25 Deputy County Counsel

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In Witness Whereof, the Parties have executed this Agreement the day and year last below written.

COUNTY:
COUNTY OF RIVERSIDE

GRANTOR:
RONNY T. ROWELL and DONNA H. ROWELL, husband and wife as community property

By: _____
John J. Benoit, Chairman
Board of Supervisors

By: Ronny T. Rowell
Ronny T. Rowell

By: Donna H. Rowell
Donna H. Rowell

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

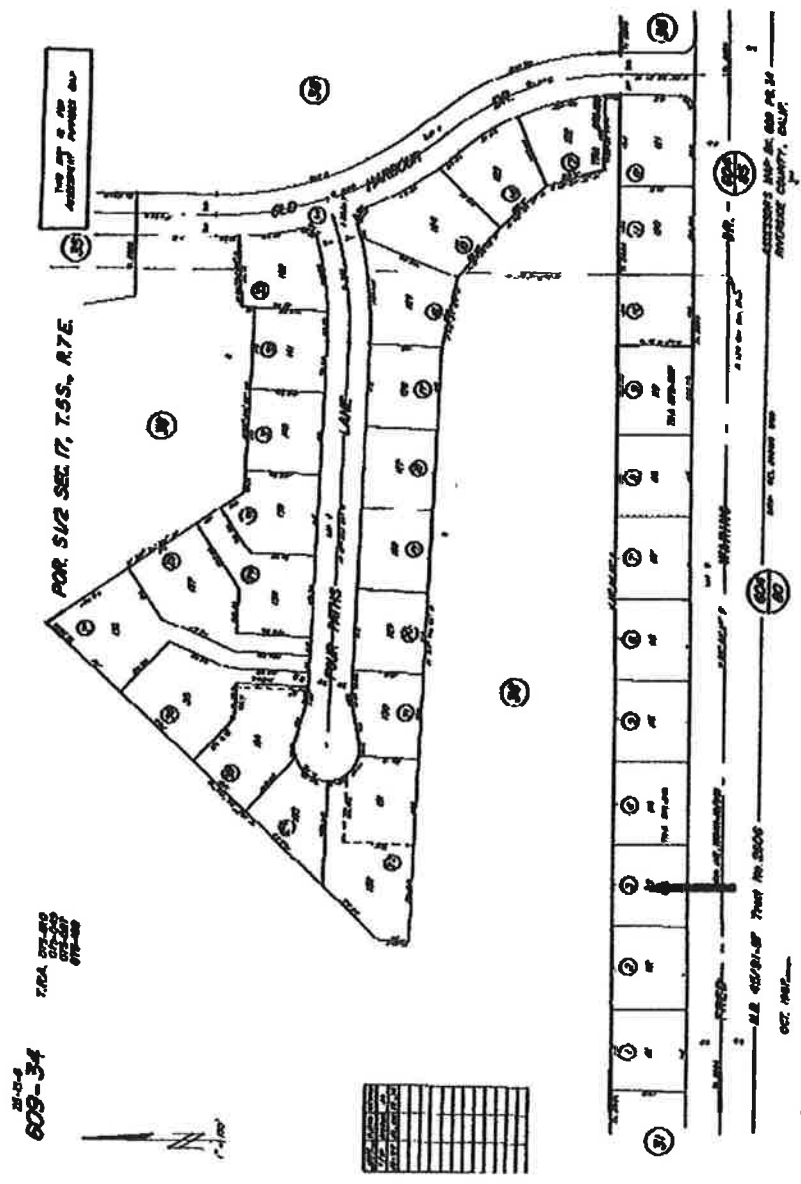
APPROVED AS TO FORM:
Pamela J. Walls, County Counsel

By: Patricia Munroe
Patricia Munroe
Deputy County Counsel

SIGNED IN COUNTERPART

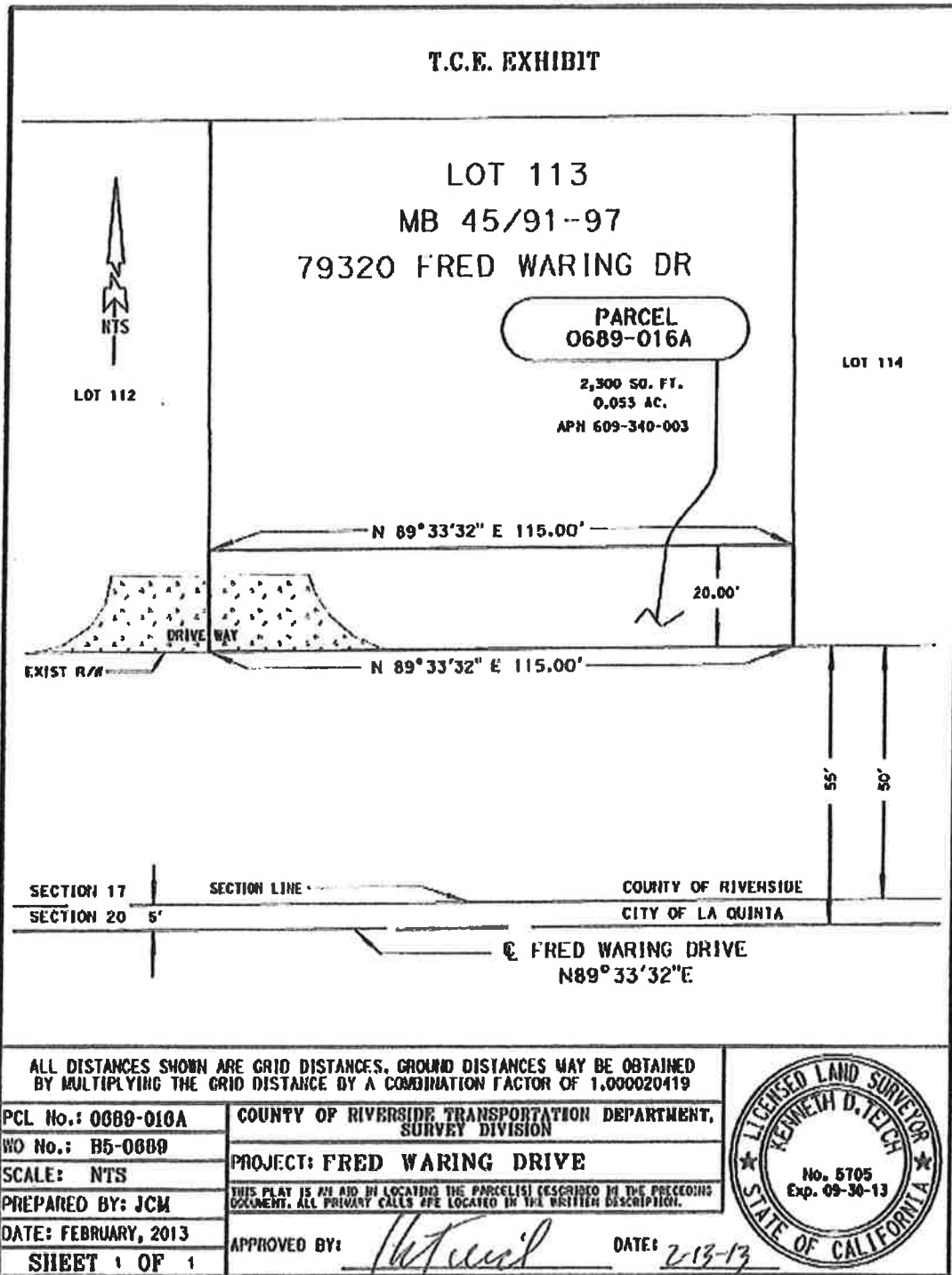
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ATTACHMENT "1"
EXHIBIT OF PROPERTY DEPICTION



ATTACHMENT "2"
EXHIBIT OF
TEMPORARY CONSTRUCTION EASEMENT/ACCESS AREA

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Fred Waring Drive

79320 Fred Waring Drive

Cost Estimates

Item		Unit	Units	Unit Price	Total
Landscaping					
48" Box Tree		Ea		850	-
36" Box Tree		Ea		650	-
24" Box Tree		Ea		250	-
15 Gallon Tree		Ea		85	-
15 Gallon Shrub		Ea		40	-
5 Gallon Shrub		Ea	15	20	300.00
1 Gallon Shrub		Ea	10	10	100.00
15 Gallon Vine		Ea	28	75	2,100.00
5 Gallon Vine		Ea		45	-
1 Gallon Vine		Ea		20	-
Sodded Turf		SF	760	0.85	646.00
Overseed Turf		SF	1,140	0.35	399.00
Soil Preparation		SF	285	0.75	213.75
Added soil to planter to raise height		SF	285	1.25	356.25
Turf Fertilizer		SF	1,140	0.35	399.00
Annual Color		FLATS		40	-
					-
Ground Covers					
1 1/2" Thich Decomposed Granite		SF		0.85	-
2" Thich Rock Mulch		SF	285	0.85	242.25
2' Landscape Boulders		Ea		55	-
					-
Irrigation					
Drip Irrigation per SF		SF	285	1.5	427.50
Modify Turf Spray Irrigation		LS	550	1.5	825.00
					-
Driveway Reconstruction					
Concrete Driveway Removal		SF		1.5	-
4" Standard Grey	Light Broom Finish	SF		5	-
4" Standard Grey	Salt Finish	SF		5.25	-
4" Tan Color	Light Broom Finish	SF		5.5	-
4" Tan Color	Salt Finish	SF		5.75	-
4" Stamped Concrete	Stone Pattern	SF		8.5	-
Added 6" Brick Bands		LF		8	-
6 Inch concrete trowl edge		LF		2	-
					-
Wall Reconstruction					
Wall Engineering		LS	1	2,000	2,000.00
Back Wall Add Three Rows of Block		LF	95	45	4,275.00
Remove Wall Cap & Replace		LF	95	20	1,900.00
Remove & Replace El Dorado Stone		SF	400	35	14,000.00
Refinish & Paint Back Wall		LF	95	16	1,520.00
Modfy Back Wall Structure & Footing		LF	95	105	9,975.00
					-
Modfy Landscape Lighting		LS	1	500	500.00
					-
			Sub-Total		40,178.75
Owner Coordination Cost/ Contingency (20%)				0.2	8,035.75
OPC Contingency (10%)				0.1	4,017.88
Total					52,232.38

ATTACHMENT "4"
AERIAL EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENT

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