

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

443
A



FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBMITTAL DATE:
November 14, 2013

SUBJECT: Temporary Construction Access Agreement for the Fred Waring Drive Improvement Project, District 4, [\$20,300]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Temporary Construction Access Agreement for Parcel 0689-002A, within a portion of Assessor's Parcel Number 609-313-010;
2. Authorize the Chairman of the Board to execute this agreement on behalf of the County;
3. Authorize the Assistant County Executive Officer/EDA or his designee to execute any other documents and administer all actions necessary to complete this transaction; and

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

Juan C. Perez, Director
Transportation and Land Management

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 20,300	\$ 0	\$ 20,300	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Palm Desert Finance Authority – 100%				Budget Adjustment: No	
				For Fiscal Year: 2013/14	

C.E.O. RECOMMENDATION:

APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
 BY: PATRICIA MUNROE
 DATE: 9/20/13
 Departmental Concurrence
 BY: Lisette Rose
 DATE: 11/13/13
 FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 3-34 of 01/08/13

District: 4/4

Agenda Number:

3-22

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

Economic Development Agency/Facilities Management and Transportation Department

FORM 11: Temporary Construction Access Agreement for the Fred Waring Drive Improvement Project, District 4, [\$20,300]

DATE: November 14, 2013

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

4. Authorize and allocate the sum of \$18,050 for temporary access to a portion of Assessor's Parcel Number 609-313-010 identified as Parcel 0689-002A and \$2,250 to pay all related transaction costs.

BACKGROUND:

Summary

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).

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.

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 constructing a parking lane on the north side of Fred Waring Drive to allow for safe ingress/egress from the residential homes.

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 the temporary access rights of a portion of the property with the following owner:

Parcel No.	Assessor's Parcel No. (portion)	Owner	Temporary Access	*Associated Costs	Total
0689-002A	609-313-010	Garcia	\$18,050	\$2,250	\$20,300

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

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

Impact on Citizens and Businesses

The Project is needed to improve safety and improve traffic flow.

SUPPLEMENTAL:

Additional Fiscal Information

FINANCIAL DATA: The following summarizes the funding necessary for the temporary access of a portion of Assessor's Parcel Number: 609-313-010:

Temporary Access (Rental Price)	\$18,050
Associated Costs	\$ 2,250
Total Estimated Acquisition Costs	\$20,300

(Continued)

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

Economic Development Agency/Facilities Management and Transportation Department

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District 4, [\$20,300]

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PAGE: 3 of 3

FINANCIAL DATA: (Continued)

All costs associated with the temporary access of this property are fully funded by the Palm Desert Finance Authority in the Transportation Department's budget for FY 2013/14. No net county costs will be incurred as a result of this transaction.

ATTACHMENTS:

Temporary Construction Access Agreement for Parcel 0689-002A (4)

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

3
4 ALEXANDER GARCIA, JR and SHERIE S. GARCIA husband and wife as joint tenants,
5 (“Grantor”)

6
7 PROJECT: Fred Waring Drive Improvements
8 APN: 609-313-010 (PORTION)
9 PARCEL NO.: 0689-002A

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”) ALEXANDER GARCIA, JR and SHERIE S. GARCIA, 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 609-313-010, 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. 0689-002A consisting of 1,836
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 Eighteen Thousand Fifty Dollars (\$18,050.00) for the right to enter upon and use the

1 TCA Area in accordance with the terms hereof. The value associated with the list of
2 items in Attachment "3" is included in the compensation of this agreement. The items
3 include shrubs, overseeding and fertilizing turf area, rock mulch, landscape lighting and
4 modifying drip irrigation system if necessary.

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. In the event construction
8 within the Grantor's property should exceed beyond six (6) months, then an amount
9 equal to One Hundred Dollars (\$100.00) will be paid to Grantor for each additional
10 month the County or its contractors remain within TCE area. In the event construction
11 continues within the Grantor's property beyond September 30, 2014 then an amount
12 equal to One Thousand Dollars (\$1,000.00) will be paid to Grantor for each additional
13 month the County or its contractors remain within TCE area. In no event will
14 construction continue beyond March 2015.

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

18 6. RESPONSIBILITIES.

19 a. Grantor's Responsibilities – County has identified landscape items that
20 may be impacted by construction activities. Grantor is responsible for the
21 purchase and installation of Attachment "3" items and elects to have
22 motorized gate(s) installed at driveway(s). Grantor removes the County
23 from the obligation or responsibility for installation or restoration of these
24 items. Grantor waives rights to seek additional compensation for
25 landscaping.

26 b. County's Responsibilities - County or its contractors shall remove or alter
27 some of the landscape, irrigation and hardscape items necessary to
28 complete the public improvement project from the TCA Area. The County

1 or its contractors will match the grade of the parcel to the roadway at the
2 property line. This will require relocating mailbox, reconstructing front
3 yard wall, and reconstructing driveway. County to work with property
4 owners on driveway design. An exhibit depicting the existing condition of
5 the property with these recommended improvements is attached,
6 Attachment "4". Any privately-owned site improvements currently located
7 within the public right of way will be removed by the contractor without
8 compensation. County will provide pedestrian access to the property at
9 all times during construction.

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

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

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

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

28 11. MODIFICATIONS IN WRITING. This Agreement shall not be changed,

1 modified, or amended except upon the written consent of the parties hereto.

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

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

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

13 17. POSSESSION AND USE. It is mutually understood and agreed by and
14 between the Parties hereto that the right of possession and use of the subject property
15 by County, including the right to remove and dispose of improvements, shall
16 commence upon the execution of this Agreement by all parties. The Purchase Price
17 includes, but is not limited to, full payment for such possession and use.

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19 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
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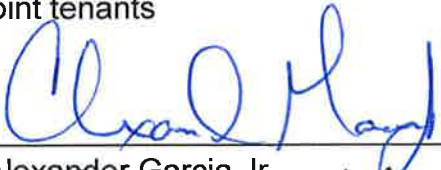
1 18. COUNTERPARTS. This Agreement may be signed in counterpart or
2 duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a
3 signed original for all purposes.

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:
ALEXANDER GARCIA, JR. and
SHERIE S. GARCIA, husband and wife
as joint tenants

9
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11
12 By: _____
13 John J. Benoit, Chairman
14 Board of Supervisors

By: 
Alexander Garcia Jr.

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

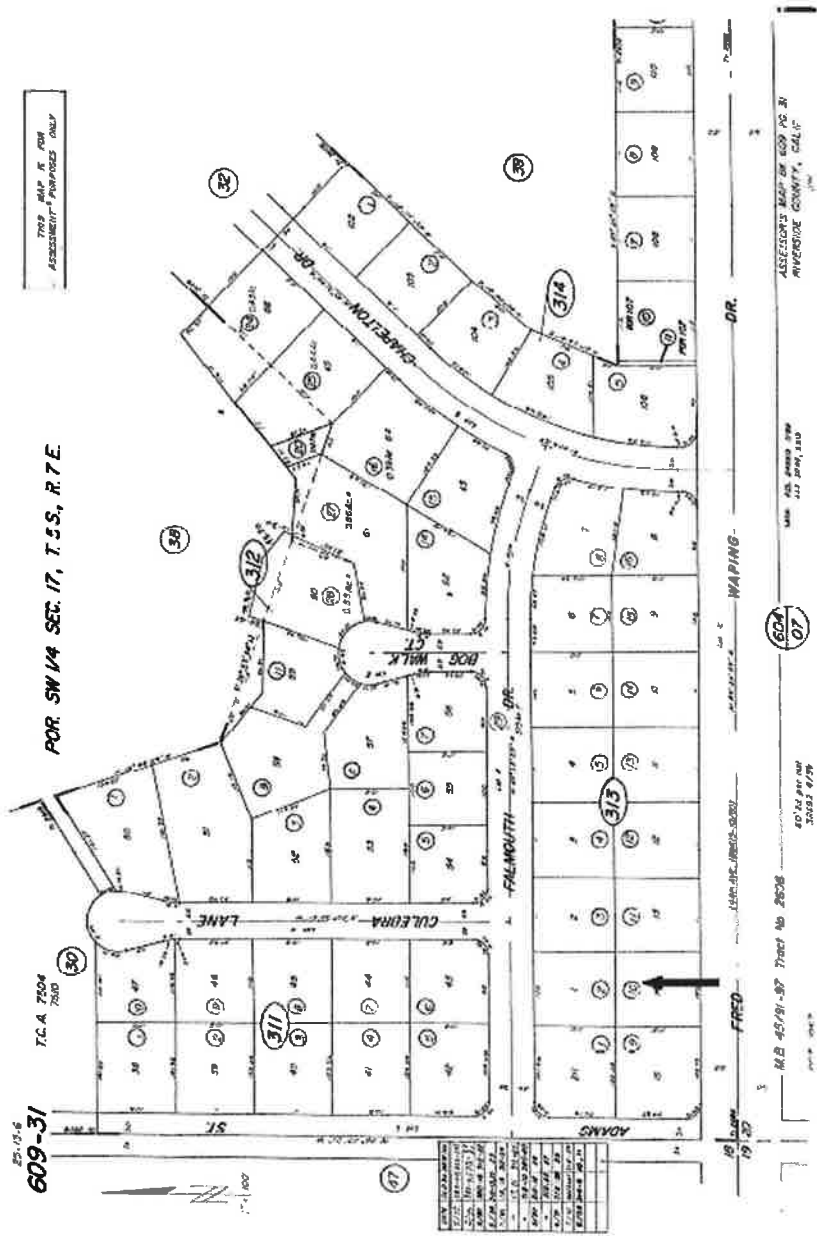
By: 
Sherie S. Garcia

18 By: _____
19 Deputy

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

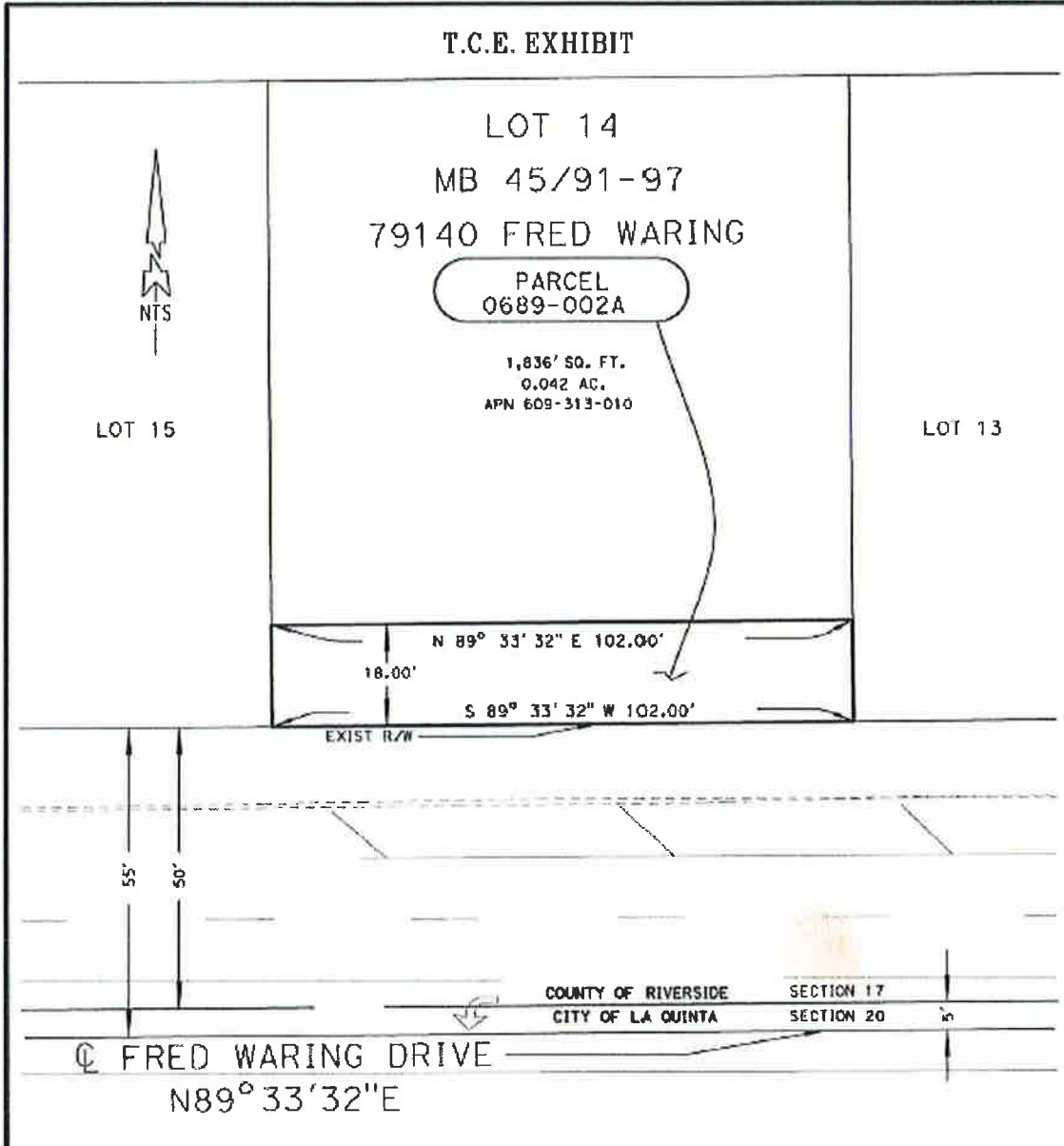
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23 By: 
24 Patricia Munroe
25 Deputy County Counsel


ATTACHMENT "1"
EXHIBIT OF PROPERTY DEPICTION



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



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000020419		
PCL No.: 0069-002A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT. SURVEY DIVISION	
WO No.: B5-0889	PROJECT: FRED WARING DRIVE	
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	
PREPARED BY: JCM	APPROVED BY: <i>Timothy F. Rayburn</i>	
DATE: FEBRUARY, 2013	DATE: <i>2/5/2013</i>	
SHEET 1 OF 1		

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ATTACHMENT "3"
DESCRIPTION OF IMPROVEMENTS

Item		Unit	Units	Unit Price	Total
Landscaping					
48" Box Tree		Ea		850	-
36" Box Tree		Ea		650	-
24" Box Tree		Ea	6	250	1,500.00
15 Gallon Tree		Ea		85	-
15 Gallon Shrub		Ea		40	-
5 Gallon Shrub		Ea	40	20	800.00
1 Gallon Shrub		Ea	11	10	110.00
15 Gallon Vine		Ea	3	75	225.00
5 Gallon Vine		Ea		45	-
1 Gallon Vine		Ea		20	-
Sodded Turf		Sf		0.85	-
Seed Turf		Sf		0.3	-
Soil Preparation		Sf	245	0.35	85.75
6" Plastic Planter Header		LF		4	-
Turf Fertilizer		Sf		0.1	-
Annual Color		FLATS	3	40	120.00
					-
Ground Covers					
1 1/2" Thich Decomposed Granite		Sf	900	0.85	765.00
2" Thich Rock Mulch		Sf		0.85	-
2' Landscape Boulders		Ea		55	-
					-
Irrigation					
Spray Irrigation		SF		1.5	-
Drip Irrigation per SF		SF	245	1	245.00
					-
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		2.5	-
					-
Wall Reconstruction					
5' High standard block wall		Lf		58	-
5' high slump block wall		Lf		60	-
concrete wall cap		Lf		8	-
Additional Standard Block 3 rows		Lf		30	-
Additional Slump Block 3 rows		Lf		35	-
					-
Landscape Lighting					
		LS	1	100	100.00
			Sub-Total		3,950.75
Owner Coordination Cost (20%)				0.2	790.15
			Sub-Total		4,740.90
OPC Appraisal Contingency (10%)					474.09
Total					5,214.99

ATTACHMENT "4"
 AERIAL EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENT

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