

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

605B



FROM: TLMA - Transportation Department

SUBMITTAL DATE:

August 4, 2011

SUBJECT: Tract 30483
A Schedule "A" Subdivision in the Bermuda Dunes Area
One Year Maintenance Agreements/Substitution of Securities/New Owners

RECOMMENDED MOTION: That the Board approve the attached One Year Guarantee and Maintenance Agreements as approved by County Counsel and authorize the Chairman to sign these agreements for Tract 30483.

BACKGROUND: Improvements were completed for this project on March 21, 2011. The new owner (Bermuda Ventures 29, LLC) desires to enter into Maintenance Agreements to guarantee a one year maintenance of the improvements and has submitted agreements and securities which have been approved by County Counsel.

REVIEWED BY EXECUTIVE OFFICE

DATE

Departmental Concurrence Tina Grande

FORM APPROVED COUNTY COUNSEL

BY:

DATE

ELENAM. BOEVA


Juan C. Perez
Director of Transportation

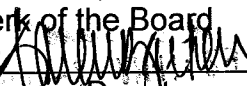
HS:lf

Submittals: Vicinity Map
Road/Drainage Maint Agrmts
Water System Maint Agrmts
Sewer System Maint Agrmts

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: August 16, 2011
xc: Transp., COB

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

Prev. Agn. Ref. 05/08/07 - 2.21 | District: 4 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

2.22

Tract 30483

Vicinity Map

0 125 250 500 Feet
1 inch = 250 feet

Supervisorial District 4



Project Site

CLIFF ST CLIFF ST M6035

DELTA ST DELTA ST M6036

DUNE LAKE ST M6037

LAKE CLUB DR M6010

HERMITAGE DR

HERMITAGE DR M6486

PORT ROYAL AVE M6495

42ND AVE S6078A

SAN REMO AVE

SAN REMO AVE

HOPEWELL AVE

HOPEWELL AVE

HOPEWELL AVE M6488

PORT ROYAL AVE

42ND AVE

BOWDEN DR M6623

SPALDING DR M6624

ARUBA CT M6489

ADAMS ST S4003A

ADAMS ST

ADAMS ST

**AGREEMENT FOR ONE YEAR GUARANTEE AND
MAINTENANCE OF ROAD/DRAINAGE IMPROVEMENTS
(Government Code Section 66499.3 (d))**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Bermuda 29 Ventures, LLC
, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 30483**, hereby agrees, at Contractor's own cost and expense, to maintain all road and drainage improvements which have been completed in accordance with those road plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department, for a period of one year following the execution of this agreement by the County. Contractor further agrees during this one year period to repair or replace, to the satisfaction of the County Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of **Ninety-six thousand eight hundred and no/100 Dollars (\$96,800.00)**.

SECOND: Contractor agrees that, if suit is brought upon this agreement or any bond for the guarantee of the road and drainage improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division as necessary to enforce the terms of this agreement.

FIFTH: The Landowner shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Landowner shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods,

including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, its agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement and notice of such default shall be served upon Contractor. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law.

EIGHTH: It is further agreed that Contractor has filed with County a good and sufficient security to guarantee and maintain the road and drainage improvements in an amount not less than the estimated costs in Paragraph First, as provided by Section 17.1 of Riverside County Ordinance 460. If the security, in the opinion of the Transportation Director, becomes insufficient, Contractor agrees to renew each and every said security with good and sufficient sureties or increase the amount of said securities, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient.

NINTH: It is understood and agreed by the parties hereto, that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

TENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

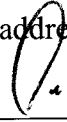
County

Contractor

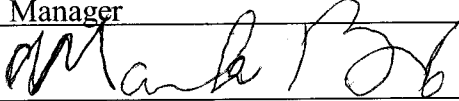
Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

Bermuda 29 Ventures, LLC a California limited liability Company
30875 Date Palm Drive. Suite C
Cathedral City, CA 92234

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

By 
Mario J. Gonzales

Title Manager

By 
Mark Benedetti

Title Manager

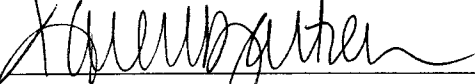
COUNTY OF RIVERSIDE

By 
BOB BUSTER

CHAIRMAN, BOARD OF SUPERVISORS


ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By 
Deputy

APPROVED AS TO FORM

County Counsel

By 

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE

Revised 03/31/09

ACKNOWLEDGMENT

State of California
County of Riverside

On July 1, 2011 before me, Karen Hansen, Notary Public
(insert name and title of the officer)

personally appeared Mario J. Gonzales and Mark Benedetti,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~
subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in
~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Karen Hansen* (Seal)



**AGREEMENT FOR ONE YEAR GUARANTEE AND
MAINTENANCE OF WATER SYSTEM IMPROVEMENTS
(Government Code Section 66499.3 (d))**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Bermuda 29 Ventures, LLC

hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 30483**, hereby agrees, at Contractor's own cost and expense, to maintain all water system improvements which have been completed in accordance with those road plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department, for a period of one year following the execution of this agreement by the County. Contractor further agrees during this one year period to repair or replace, to the satisfaction of the County Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of **Twenty-four thousand and no/100 Dollars (\$24,000.00)**.

SECOND: Contractor agrees that, if suit is brought upon this agreement or any bond for the guarantee of the water system improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division as necessary to enforce the terms of this agreement.

FIFTH: The Landowner shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Landowner shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods,

including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, its agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement and notice of such default shall be served upon Contractor. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law.

EIGHTH: It is further agreed that Contractor has filed with County a good and sufficient security to guarantee and maintain the water system improvements in an amount not less than the estimated costs in Paragraph First, as provided by Section 17.1 of Riverside County Ordinance 460. If the security, in the opinion of the Transportation Director, becomes insufficient, Contractor agrees to renew each and every said security with good and sufficient sureties or increase the amount of said securities, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient.

NINTH: It is understood and agreed by the parties hereto, that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

TENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

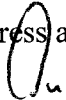
County

Contractor

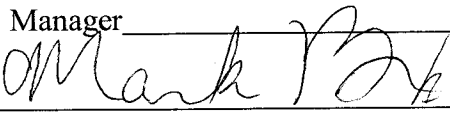
Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

Bermuda 29 Ventures LLC, a California limited liability Company
30875 Date Palm Drive, Suite C
Cathedral City, CA 92234

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.


By 
Mario J. Gonzales,

Title Manager

By 
Mark Benedetti

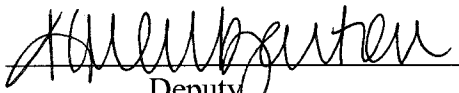
Title Manager

COUNTY OF RIVERSIDE

By 
BOB BUSTER
CHAIRMAN, BOARD OF SUPERVISORS


ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By 
Deputy

APPROVED AS TO FORM

County Counsel

By 

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE

Revised 03/31/09

ACKNOWLEDGMENT

State of California
County of Riverside)

On July 1, 2011 before me, Karen Hansen, Notary Public
(insert name and title of the officer)

personally appeared Mario J. Gonzales and Mark Benedetti,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are
subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in
~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Karen Hansen (Seal)

**AGREEMENT FOR ONE YEAR GUARANTEE AND
MAINTENANCE OF SANITARY SEWER SYSTEM IMPROVEMENTS
(Government Code Section 66499.3 (d))**

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hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 30483**, hereby agrees, at Contractor's own cost and expense, to maintain all sanitary sewer system improvements which have been completed in accordance with those road plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department, for a period of one year following the execution of this agreement by the County. Contractor further agrees during this one year period to repair or replace, to the satisfaction of the County Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of **Nineteen thousand nine hundred fifty and no/100 Dollars (\$19,950.00)**.

SECOND: Contractor agrees that, if suit is brought upon this agreement or any bond for the guarantee of the sanitary sewer system improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

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EIGHTH: It is further agreed that Contractor has filed with County a good and sufficient security to guarantee and maintain the sanitary sewer system improvements in an amount not less than the estimated costs in Paragraph First, as provided by Section 17.1 of Riverside County Ordinance 460. If the security, in the opinion of the Transportation Director, becomes insufficient, Contractor agrees to renew each and every said security with good and sufficient sureties or increase the amount of said securities, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient.

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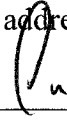
County

Contractor

Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

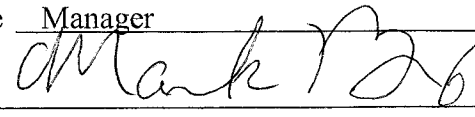
Bermuda 29 Ventures LLC, a California limited liability Company
30875 Date Palm Drive, Suite C
Cathedral City, CA 92234

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

By 

Mario J. Gonzales

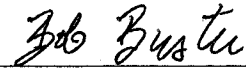
Title Manager

By 

Mark Benedetti

Title Manager

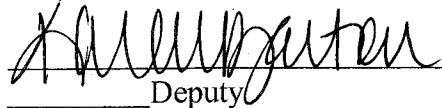
COUNTY OF RIVERSIDE

By 

BOB BUSTER


ATTEST: **CHAIRMAN, BOARD OF SUPERVISORS**

KECIA HARPER-IHEM,
Clerk of the Board

By 
Deputy

APPROVED AS TO FORM

County Counsel

By 

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE

Revised 03/31/09

ACKNOWLEDGMENT

State of California
County of Riverside)

On July 1, 2011 before me, Karen Hansen, Notary Public
(insert name and title of the officer)

personally appeared Mario J. Gonzales and Mark Benedetti,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~
subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in
~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Karen Hansen* (Seal)

