

903



**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE  
 REDEVELOPMENT AGENCY  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FROM:** Redevelopment Agency

**SUBMITTAL DATE:**  
 June 29, 2009

**SUBJECT:** Palomar Street and Sewer Improvement Project

**RECOMMENDED MOTION:** That the Board of Directors

1. Approve a \$117,061.54 increase in the construction budget and approve a change order in the amount of \$117,061.54 with Hillcrest Contracting for additional work on the Palomar Street and Sewer Improvement Project;
2. Approve and authorize the Chairman to execute the attached Fifth Amendment to the Consulting Services Agreement with David Evans and Associates Inc. for additional design and construction management services in the amount of \$12,000.00; and
3. Approve and authorize the Chairman to execute the attached Reimbursement Agreement between the County of Riverside (County) and the Redevelopment Agency for the County of Riverside (Agency) to provide SB 821 and Measure A/Western funds in the amount of \$144,364.00 for the project.

Continued

*Robert Field*

Robert Field  
 Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$129,061.54	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

**COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA:** No

<b>SOURCE OF FUNDS:</b> I-1986 Redevelopment Project Area Capital Improvement Funds- Lakeland Village/Wildomar Sub-Area, SB 821 Local Transportation Funds, Measure A/Western Funds	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

Reviewed by  
 OPT TEAM  
 Christopher Hans

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

Prev. Agn. Ref.: 2/3/09 4.1, 6/24/08 4.3, 3/18/07 4.7, 6/5/07, 3.2, 5/2/06 4.2, 3/7/06 4.1, 3/15/05 4.1, 3/15/05 3.10

District: 1

Agenda Number:

ATTACHMENTS FILED  
 WITH THE CLERK OF THE BOARD

## **BACKGROUND**

On June 24, 2008 the Board of Directors accepted and awarded the construction contract to Hillcrest Contracting for the Palomar Street and Sewer Improvement Project in the amount of \$704,462.54.

During construction, an existing 20-inch water line was discovered at the intersection of Bryant and Palomar Street at a lower elevation than depicted on the Elsinore Valley Municipal Water District (EVMWD) as-built plans. Thus, it is necessary to relocate the line to a higher elevation so that it does not interfere with the installation of the new sewer line.

Additionally, a lateral sewer line at Marna O'Brien Park needs to be installed in order to provide flow into the main sewer line at Palomar Street.

As a result of the 20-inch water line relocation, additional engineering, and construction management services are required to complete the project. Therefore, the consulting services agreement with David Evans and Associates Inc. (DEA) needs to be amended to reflect these additional services.

The total cost for the aforementioned construction items is \$117,061.54; the total cost for the additional engineering and construction management services is \$12,000. Change Order #4 can be covered by the existing project budget; however, it exceeds the 10% authority delegated to the Agency's Executive Director. Due to the integral changes needed, it would cost the Agency more if the additional work required were to be put out to bid and would produce no economic advantage. The increase in construction and construction management costs are within the approved overall project budget.

Included within the project are sidewalk improvements along Palomar Street from Bryant Street to Kirkwood Street. The sidewalk will significantly improve pedestrian safety and access within the City of Wildomar. The agreement with the County provides reimbursement to the Agency for a portion of the street improvement costs associated with the project using SB 821 and Measure A/Western capital improvement funds in the amount of \$144,364.

Staff recommends that the Board of Directors approve change order #4, increase the construction contract by \$117,061.54, increase the construction management contract by \$12,000, and approve the reimbursement agreement between the Agency and the County in the amount of \$144,364.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**AGREEMENT**  
**BY AND BETWEEN THE**  
**REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**  
**AND THE COUNTY OF RIVERSIDE**  
**FOR THE PALOMAR STREET SIDEWALK PROJECT**

**THIS AGREEMENT**, is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Redevelopment Agency for the County of Riverside (hereinafter "Agency") and the County of Riverside by and through the Riverside County Transportation Department (hereinafter "RCTD") to construct a sidewalk on the south side of Palomar Street from Bryant Street to Kirkwood Court in the City of Wildomar.

**WITNESSETH**

**WHEREAS**, Agency is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the Community Redevelopment Law ("CRL") which is Part 1 of Division 24 of the California Health and Safety Code (commencing with Section 33000 et seq.); and

**WHEREAS**, Section 33445 of the California Health and Safety Code provides that a redevelopment agency may pay all or part of the cost of the construction of any building, facility, structure or other improvement which is to be publicly owned and is located within or outside of a redevelopment project area upon making certain findings; and

**WHEREAS**, the Riverside County Board of Supervisors has adopted, by Ordinance No. 793 on July 20, 1999, a redevelopment plan ("Redevelopment Plan") for an area within the County known as the Lakeland Village/Wildomar Sub-Area of the 1-1986 Redevelopment Project Area (hereinafter "Project Area"); and

**WHEREAS**, the Redevelopment Plan for the Project Area was adopted in order to eliminate blight and revitalize the substandard physical and economic conditions that exist within the Project Area; and

1           **WHEREAS**, Section 33220 of the Community Redevelopment Law permits the  
2 Agency and RCTD to cooperate and assist each other in certain redevelopment  
3 activities that are the subject of this Agreement; and

4           **WHEREAS**, Agency and RCTD have determined that there is a great need for  
5 the construction of sidewalk on the south side of Palomar Street from Bryant Street to  
6 Kirkwood Street within the City of Wildomar (hereinafter the "Project"); and

7           **WHEREAS**, the construction of the Project will significantly improve public safety  
8 within the Project Area by improving safety for pedestrians within the Project Area; and

9           **WHEREAS**, RCTD agrees to reimburse Agency for the costs associated with the  
10 Project using SB 821 and Measure A capital improvement funds.

11           **NOW, THEREFORE, BE IT RESOLVED**, found and determined that for the  
12 covenants, conditions, provisions, and mutual promises contained herein, the parties  
13 hereto do hereby agree as follows:

14           **SECTION 1. Purpose of the Agreement**. The purpose of this Agreement is to  
15 set forth the terms and conditions by which RCTD will provide funding to Agency for the  
16 construction of the Project by Agency.

17           **SECTION 2. Location of the Project**. The Project is located on Palomar Street  
18 from Bryant Street to Kirkwood Street in the City of Wildomar in Riverside County, as  
19 shown on "Exhibit A" (hereinafter made part of this Agreement).

20           **SECTION 3. Scope of Work**. The work to be performed by Agency includes  
21 the construction of sidewalk, asphalt pavement, curb and gutter on the south side of  
22 Palomar Street from Bryant Street to Kirkwood Court, as shown on Exhibit "B"  
23 (hereinafter made part of this Agreement).

24           **SECTION 4. Construction of the Project**. The contractor(s) for the Project are  
25 to be selected by Agency. Agency shall cause the construction of the Project to be  
26 carried out in compliance with all applicable laws, including, but not limited to, all  
27 applicable federal and state occupational, safety and health standards;  
28 nondiscrimination requirements; accessibility for the disabled; and prevailing wage laws.

1           **SECTION 5. Disbursement of Funds.** RCTD shall reimburse Agency for the  
2 actual cost of the improvements for an amount not to exceed one hundred forty-four  
3 thousand three-hundred sixty-four (\$144,364) dollars. Said amount shall be the  
4 maximum amount paid to Agency for the Project and shall include, but is not limited to,  
5 all of Agency's charges for design, utility coordination, environmental clearances,  
6 construction, construction management, survey, and construction inspection.

7           Agency shall bill RCTD a lump sum amount for the total project cost using a  
8 Riverside County journal voucher. Any necessary corrections to journal voucher may  
9 result in a delay of payment. The final billing journal voucher shall be received by  
10 RCTD within twelve (12) months of completion of the construction of the Project. After  
11 said twelve (12) month period, RCTD will reprogram any remaining funds.

12           **SECTION 6. RCTD and Other Governmental Agency Permits.** Agency  
13 agrees to obtain, secure or cause to be secured any and all permits and/or clearances  
14 which may be required by RCTD or any other federal, state or local governmental or  
15 regulatory agency relating to the road and sidewalk rehabilitation that is the subject of  
16 this Agreement.

17           **SECTION 7. Principal Contact Persons.** The following individuals are hereby  
18 designated to be the principal contact persons for their respective parties:

19  
20           **AGENCY:** Erlan Gonzalez, Project Manager  
21                               Redevelopment Agency for the County of Riverside  
22                               1325 Spruce St., Suite 400, Riverside, CA 92507  
23                               (951) 955-2968, (951) 955-6686 FAX  
24

25           **RCTD:** Cathy Wampler, Senior Civil Engineer  
26                               Riverside County Transportation Department  
27                               4080 Lemon Street, 8<sup>th</sup> Floor, Riverside, CA 92501  
28                               (951) 955-6803, (951) 955-3164 FAX

1           **SECTION 8. Conflict of Interest.** No member, official or employee of Agency or  
2 RCTD shall have any personal interest, direct or indirect, in this Agreement nor shall  
3 any such member, official or employee participate in any decision relating to this  
4 Agreement which affects his or her personal interests or the interests of any  
5 corporation, partnership or association in which he or she is directly or indirectly  
6 interested.

7           **SECTION 9. Interpretation and Governing Law.** This Agreement and any  
8 dispute arising there under shall be governed and interpreted in accordance with the  
9 laws of the State of California. This Agreement shall be construed as a whole according  
10 to its fair language and common meaning to achieve the objectives and purposes of the  
11 parties hereto, and the rule of construction to the effect that ambiguities are to be  
12 resolved against the drafting party shall not be employed in interpreting this Agreement,  
13 all parties having been represented by counsel in the negotiation and preparation  
14 hereof.

15           **SECTION 10. No Third Party Beneficiaries.** This Agreement is made and  
16 entered into for the sole protection and benefit of the parties hereto. No other person or  
17 entity shall have any right of action based upon the provisions of this Agreement.

18           **SECTION 11. Indemnification.** Except as to any legal challenge or claim  
19 brought by any person or entity questioning the use of redevelopment funds for the  
20 purposes set forth herein that is the subject of this Agreement: (i) RCTD shall  
21 indemnify and hold Agency, its officers, agents and employees free and harmless from  
22 liability to any person or entity not a party to this Agreement from any damage, loss or  
23 injury to person and/or property which primarily relates to or arises from the negligence  
24 or willful misconduct of RCTD, its officers, agents, or employees in the execution or  
25 implementation of this Agreement; (ii) Agency shall indemnify and hold RCTD, its  
26 officers, agents, or employees free and harmless from any person or entity not a party  
27 to this Agreement from any damage, loss or injury to person and/or property which  
28 primarily relates to or arises from the negligence or willful misconduct of Agency, its

1 officers, agents, or employees in the execution or implementation of this Agreement.

2       **SECTION 12. Insurance.** Agency shall cause Agency's contractor to maintain  
3 in force, until completion and acceptance of the Project, a policy of Contractual Liability  
4 Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in  
5 the amount of \$2,000,000 minimum single limit coverage, and a policy of Automobile  
6 Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy  
7 shall be required which name the RCTD, its officers, directors, officials, agents and  
8 employees as additionally insured. Agency shall also require Agency's contractors to  
9 maintain Worker's Compensation Insurance. Agency shall provide Certificates of  
10 Insurance and Additional Insured Endorsements which meet the requirements of this  
11 section to RCTD prior to start of construction.

12       **SECTION 13. Section Headings.** The Section headings herein are for the  
13 convenience of the parties only and shall not be deemed to govern, limit, modify or in  
14 any manner affect the scope, meaning or intent of the provisions or language of this  
15 Agreement.

16       **SECTION 14. Time Limit.** Agency shall complete the work that is the subject  
17 of this Agreement within a period of twenty four (24) months after the date of execution  
18 of this Agreement. In the event said twenty four (24) month period expires prior to the  
19 completion of the work, the terms of this Agreement may be extended upon written  
20 consent of both parties. Nothing in this Section shall be deemed a waiver of any or all  
21 claims or other actions by either party in regard to any breach of this Agreement.

22       **SECTION 15. Project Sign.** RCTD agrees that Agency may place a project  
23 sign at the project site identifying the road improvement project as a Riverside County  
24 Redevelopment Agency Project.

25       **SECTION 16. Entire Agreement.** This Agreement is intended by the parties  
26 hereto as a final expression of their understanding with respect to the subject matter  
27 hereof and as a complete and exclusive statement of the terms and conditions thereof  
28 and supersedes any and all prior and contemporaneous agreements and

1 understandings, oral or written, in connection therewith. Any amounts to or clarification  
2 necessary to this Agreement shall be in writing and acknowledged by all parties to the  
3 Agreement.

4       **SECTION 17. Amendments to the Agreement.** Agency's Executive Director,  
5 or his designee, is authorized to approve and execute changes to the Agreement. Such  
6 changes shall be mutually agreed upon by and between the Agency's Executive  
7 Director and Director of Transportation and shall be incorporated in written amendments  
8 to this Agreement.

9       **SECTION 18. Successors and Assigns.** This Agreement shall inure to the  
10 benefit of, and be binding upon, the successors, executors, administrators, legal  
11 representatives and assigns of the parties hereto.

12       **SECTION 19. Termination by Agency.** Agency shall have the right to  
13 terminate this Agreement in the event RCTD fails to perform, keep or observe any of its  
14 duties or obligations hereunder; provided however, that RCTD shall have thirty (30)  
15 days in which to correct such breach or default after written notice thereof has been  
16 served on it by Agency.

17       **SECTION 20. Termination by RCTD.** RCTD shall have the right to terminate  
18 this Agreement in the event Agency fails to perform, keep or observe any of its other  
19 duties or obligations hereunder; provided however, that Agency shall have thirty (30)  
20 days in which to correct such breach or default after written notice thereof has been  
21 served on it by RCTD.

22 ///  
23 ///  
24 ///  
25 ///  
26 ///  
27 ///  
28 ///

1           **IN WITNESS WHEREOF**, Agency and RCTD have executed this Agreement as  
2 of the date first above written.

3  
4 **REDEVELOPMENT AGENCY FOR THE**  
5 **COUNTY OF RIVERSIDE**

**COUNTY OF RIVERSIDE**

6  
7 \_\_\_\_\_  
8 Jeff Stone  
9 Chairman, Board of Directors

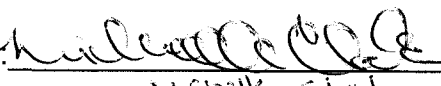
\_\_\_\_\_

Jeff Stone  
Chairman, Board of Supervisors

10  
11 **ATTEST:**

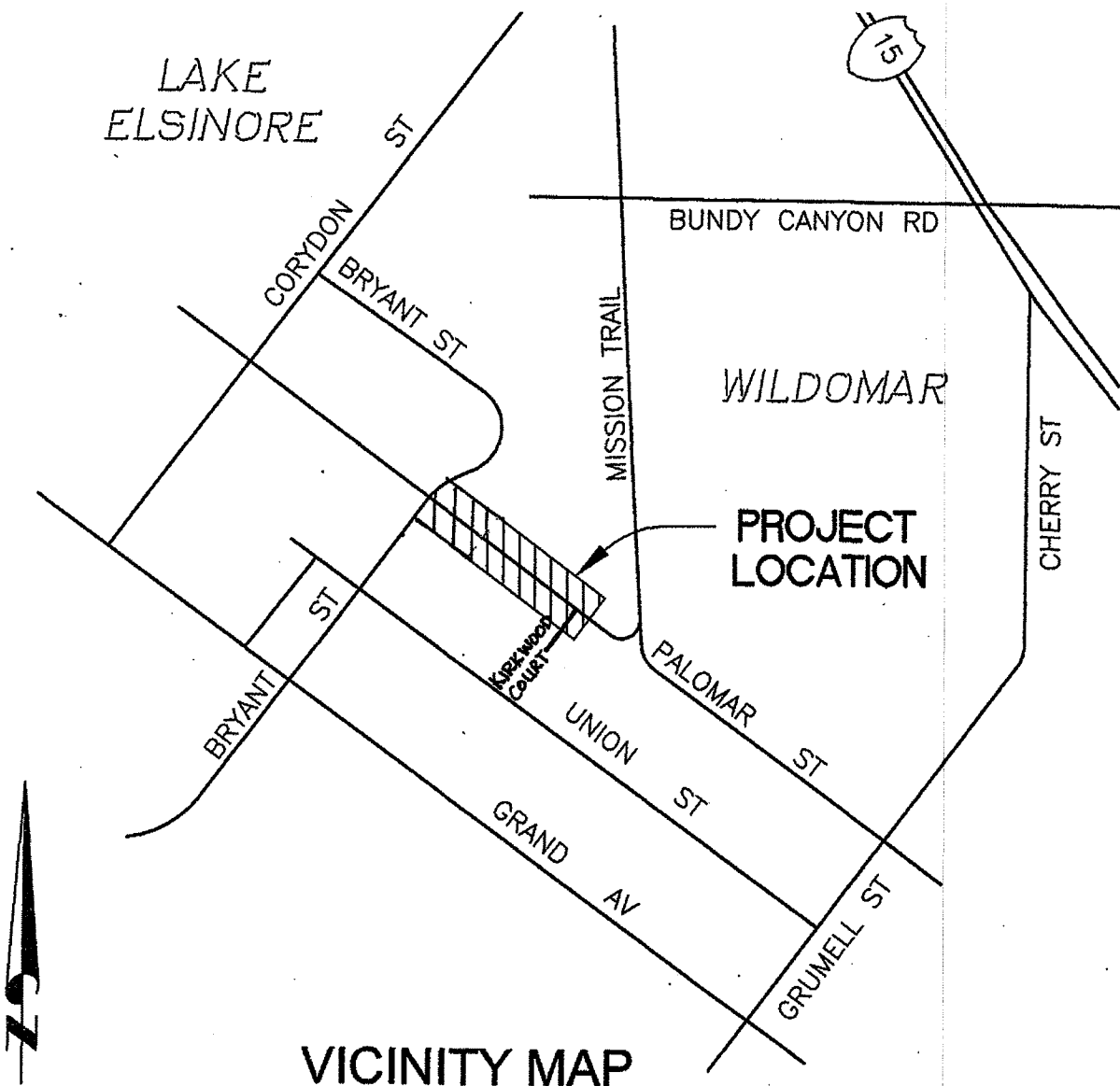
12  
13 BY: \_\_\_\_\_  
14       Kecia Harper-Ihem, Clerk of the Board

15  
16 **APPROVED AS TO FORM:**  
17 Agency Counsel  
18 PAMELA J. WALLS

19 BY:  9/21/09  
20       Michelle Clark  
21 Deputy

**EXHIBIT "A"**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



**VICINITY MAP**

N.T.S.

EXHIBIT "B"

**PALOMAR STREET SIDEWALK AND RELATED IMPROVEMENTS**

SOURCE OF FUNDS

SB 821 Funds	<b>\$125,542</b>
Measure A Funds	<b><u>\$18,822</u></b>
TOTAL	<b>\$144,364</b>

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FIFTH AMENDMENT TO  
THE CONSULTING SERVICES AGREEMENT  
BY AND BETWEEN  
THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE  
AND  
DAVID EVANS & ASSOCIATES, INC.**

**THIS FIFTH AMENDMENT TO THE "Agreement for consulting services between David Evans & Associates, Inc. and the Redevelopment Agency for the County of Riverside"** (the "5<sup>th</sup> Amendment") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Redevelopment Agency for the County of Riverside, a public body (hereinafter "Agency"), and DAVID EVANS & ASSOCIATES, INC. (hereinafter "Consultant").

**WITNESSETH:**

**WHEREAS**, the parties entered into the original Agreement on March 15, 2005; and

**WHEREAS**, the parties entered into the First Amendment on August 15, 2006; and

**WHEREAS**, the parties entered into the Second Amendment on June 5, 2007; and

**WHEREAS**, the parties entered into the Third Amendment on June 24, 2008; and

**WHEREAS**, the parties entered into the Fourth Amendment on February 3, 2009; and

**WHEREAS**, the scope of services required for successful completion of the project has been expanded; and

**WHEREAS**, Agency is requesting that the Consultant provide for additional services; and

**WHEREAS**, the fees for the Original Agreement, First, Second, Third, and Fourth Amendment were \$1,320,133.00 cumulatively; and

**WHEREAS**, fees for the additional services total \$12,000.00.

**NOW, THEREFORE**, in consideration of the foregoing and providing that all other sections not amended remain intact, the parties hereto do hereby agree as follows:

**A.** Section 1 of the Agreement is hereby amended to include the following:

**1. WORK PROGRAM.**

Consultant shall perform architectural and construction management services in accordance with the scope provided in the original agreement, the first amendment, the second amendment, the third amendment, the fourth amendment, as well as additional services to be performed pursuant to this fifth amendment as described in Exhibit "A" attached hereto and incorporated herein by this reference.

**2. CONSULTANT'S COMPENSATION AND METHOD OF PAYMENT.**

Consultant's compensation shall be an amount for actual work performed not to exceed \$1,332,133.00. Consultant shall submit invoices to the Agency for progress payments based on work completed to date. The Agency will reimburse Consultant within thirty (30) days of receipt of invoice.

**3. TIME OF PERFORMANCE.** The Consultant agrees that it will diligently and responsibly pursue the performance of the services required of it by the original Agreement and all subsequent Amendments and will deliver the work product by August 2009.

**4. ENTIRE AGREEMENT:** All other terms and conditions of the agreement as previously amended shall remain the same and in full force and effect.

**IN WITNESS WHEREOF,** the Consultant and the Agency have executed this Amendment as of the date first above written.

**REDEVELOPMENT AGENCY  
FOR THE COUNTY OF RIVERSIDE**

**DAVID EVANS & ASSOCIATES, INC.**

By: \_\_\_\_\_

Jeff Stone  
Chairman, Board of Directors

By: \_\_\_\_\_

Kim Rhodes, Vice President

**ATTEST:**

BY: \_\_\_\_\_

Kecia Harper-Ihem, Clerk of the Board

**APPROVED AS TO FORM:**

By: Marsha L. Victor 7/23/09  
Marsha L. Victor  
Agency Counsel



DAVID EVANS  
AND ASSOCIATES INC.

**EXHIBIT "A"**

March 02, 2009

Mr. Aurelio Aguirre  
Riverside County Economic Development Agency  
1325 Spruce St. Suite 400  
Riverside, CA 92507

**SUBJECT: ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR PALOMAR STREET AND SEWER IMPROVEMENTS – WILDOMAR**

Dear Aurelio,

On behalf of David Evans and Associates, Inc. (DEA), we respectfully request a change order for additional construction management services that have resulted from an increase in the construction schedule due to unforeseen delays in the field. The extended timeline will require additional site visits, coordination with EDA and the contractor and field meetings as well as additional time to review materials submittals, certified payroll and draw request. The additional CM time is due to an extended construction timeline resulting from unforeseen delays in the field. The change order will be billed on a time and material basis.

In summary, DEA is hereby requesting a change order in the amount of **\$12,000 (Twelve thousand)** for the additional construction management as noted above. Thank you once again for your consideration of our request.

If you have any questions or concerns, please feel free to call. We look forward to hearing from you.

Sincerely,

DAVID EVANS AND ASSOCIATES, INC.

Gabriel Rodriguez, P.E.  
Associate

P:\RICO00000011\0000CON\0010Proposals\0011ChgOrders\Additional CM Services - Palomar Sewer.doc