

FORM APPROVED COUNTY COUNSEL
 BY: Ms Vicko 7/15/10
 MARSHAL VICTOR DATE

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

678 C



SUBMITTAL DATE:
 July 15, 2010

FROM: Redevelopment Agency

SUBJECT: Rubidoux Area 3 Sidewalk Improvement Project - Group 1

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings pursuant to Health and Safety Code section 33445:
 - a) The construction of the Rubidoux Area 3 Sidewalk Improvement Project, Group 1 (Project) is of primary benefit to the Jurupa Valley Redevelopment Project Area (Project Area) by helping to eliminate blight within the Project Area through constructing and improving Project streets, drainage, lighting, sidewalks, curb, and gutters, in an area that currently has intermittent sidewalks and deteriorated roads;
 - b) No other reasonable means of financing the cost of the Project are available to the community due to the fact that there are no County funds available; and

(Continued)

Lisa Brandl

Robert Field
 Executive Director
 By Lisa Brandl, Deputy Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 2,923,591	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: Yes

SOURCE OF FUNDS: Jurupa Valley Redevelopment Capital Improvement 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

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

Prev. Agn. Ref.: 3.21, 4.3 of 8/9/05; 3.71 of 4/20/10

District: 2
 ATTACHMENTS FILED

Agenda Number:

4.5

WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

- c) The payment of funds for the cost of the Project is consistent with the Implementation Plan for the Project Area and is necessary to effectuate the purpose of the Project Area's Redevelopment Plan, which calls for street improvements as needed infrastructure.
2. Ratify and authorize the Chairman of the Board to execute the attached Amendment to the Agreement between the County of Riverside (County) by and through the Transportation Department and the Redevelopment Agency for the County of Riverside (Agency), providing an additional \$2,923,591 in redevelopment funds for additional design, construction and construction management for Group 1 of the Project.
3. Authorize the Executive Director of the Redevelopment Agency or designee to execute and take all necessary steps to implement this Agreement including signing subsequent necessary and related documents to complete this transaction.

BACKGROUND: On August 9, 2005, the Redevelopment Agency for the County of Riverside Board of Directors (Board) entered into an Agreement with the County of Riverside, by and through the Riverside County Transportation Department (RCTD) to provide design services for American with Disabilities Act (ADA) sidewalks, curb ramps, street lighting, paving, and curb and gutter improvements on portions of Tilton Avenue, Briggs Street, Leigh Street, Pontiac Avenue, Rubidoux Boulevard, Fort Drive, Twining Avenue, Molino Way, 42nd Street, Mennes Avenue, Wallace Street, Capary Road, Carol Way, and Pacific Avenue, located within the unincorporated community of Rubidoux. The Project will benefit the Project Area by significantly improving the existing infrastructure and pedestrian access in an area currently characterized by intermittent sidewalks, drainage problems and dirt frontages. Street lights will be maintained by Landscaping & Lighting Maintenance District No. 89-1-Consolidated (L&LMD No. 89-1-C).

The Project was divided into two groups in order to expedite construction on streets with limited right-of-way acquisitions; all required right-of-way acquisitions within Group 1 have been obtained and Group 1 is ready for construction. Group1 includes the following streets:

ROAD:	FROM:	TO:
42 nd Street	Riverview Drive	West End of Tilton Avenue
Briggs Street	Tilton Avenue	Parking Lot South of Mission Boulevard
Leigh Street	Tilton Avenue	Molino Way
Molino Way East	Leigh Street	Pontiac Avenue
Pontiac Avenue	Tilton Avenue	Mission Boulevard
Rubidoux Boulevard	Tilton Avenue	Mission Boulevard
Mennes Avenue	42 nd Street	Mission Boulevard
Wallace Street	42 nd Street	Mission Boulevard
Carol Way	Wallace Street	500 Feet East of Wallace Street
Capary Road	Wallace Street	Driving Range Road

(Continued)

BACKGROUND: (Continued)

On April 20, 2010, the Board approved the Plans and Specifications for the Project and authorized the Clerk of the Board to advertise the Project for public competitive bidding. On May 19, 2010, four bids were received and opened with Hillcrest Contracting, Inc., being the lowest responsible bidder. Two of the four bids came in under the engineer's estimated budget. The total Project budget of \$2,923,591 for Group 1 includes costs for utility coordination and relocation, construction, construction management, and surveying by RCTD. The following are the projected costs for the Project, items followed with an asterisk are for the overall Rubidoux Area 3 Project and not specific to Group 1 alone. The above mentioned activities identified with an asterisk is a not-to-exceed amount to complete those specific tasks for the entire Rubidoux Area 3 Project, and will not be requesting additional funding for Group 2.

<u>Project Development Activities</u>	<u>Agency Cost</u>
Preliminary Survey*	\$70,000
Environmental	\$0
Design Plans, Specifications and Estimate (PS&E)*	\$220,000
Right of Way *	\$20,000
Utilities Coordination *	\$2,000
Design Plans, Specifications and Estimate (PS&E)*	\$220,000
Utility Fees	\$200,000
Construction (Group 1)	\$2,161,591
Construction Survey (Group 1)	\$100,000
<u>Construction Inspection (Group 1)</u>	<u>\$150,000</u>
Total Project Budget:	\$2,923,591

Rubidoux Area 3, Group 2 is anticipated to begin construction in Fiscal Year 2010/11, and will include storm drain improvements on Pacific Avenue and street improvement infrastructure upgrades along portions of Tilton Avenue, 42nd Street, Twining Street, Fort Drive, Molino Way, and Pacific Avenue. Staff will return to the Board for funding of Group 2 after the design has been completed and all right-of-way easements have been secured.

Staff recommends that the Board approve the above mentioned motions, and allow the Agency and RCTD to proceed with Project construction.

1 **FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE**
2 **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**
3 **AND THE COUNTY OF RIVERSIDE**
4 **FOR THE RUBIDOUX AREA 3 AND CONNING STREET**
5 **SIDEWALK IMPROVEMENT PROJECTS**

6 **THIS FIRST AMENDMENT TO THE AGREEMENT ("First Amendment")**, is
7 entered into on this ____ day of _____, 2010, ("Effective Date") by and
8 between the Redevelopment Agency for the County of Riverside ("Agency") and the
9 County of Riverside by and through its Transportation Department ("RCTD") for the
10 design and construction of streets, sidewalks, street lighting, and street improvements
11 in the communities of Rubidoux, and Glen Avon.

12 **WITNESSETH:**

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

16 **WHEREAS**, the parties entered into the original Agreement on August 9, 2005
17 ("Agreement"), to provide street improvements including sidewalks, curb and gutter,
18 and street lighting on portions of 42nd Street, Tilton Avenue, Briggs Street, Leigh
19 Street, Pontiac Avenue, Rubidoux Boulevard, Fort Drive, Twining Avenue, Molino
20 Way, Molino Avenue, and Conning Street in the communities of Rubidoux and Glen
21 Avon (hereinafter referred to as the "Project" and demonstrated through Exhibit "A");
22 and

23 **WHEREAS**, The cost to design the Project was an amount not to exceed
24 \$462,000 for the Rubidoux Area 3 sidewalk project and \$111,000 to design the
25 Conning Street sidewalk project, for a total design budget not to exceed \$573,000;
26 and

27 **WHEREAS**, on July 7, 2006, Item 3.68, the Board of Supervisors approved the
28 contract with Sully Miller Contracting Company to construct the sidewalk, curb and
gutter along Conning Street in the unincorporated community of Glen Avon; and

1 **WHEREAS**, on January 30, 2007, Item 3.27, the Board of Supervisors
2 (hereinafter referred to as Board) accepted and approved the construction Notice of
3 Completion for Conning Street; and

4 **WHEREAS**, due to right-of-way easement requirements, the Rubidoux Area 3
5 Project was divided into two groups, with Group 1 having obtained all required right-
6 of-way easements; and

7 **WHEREAS**, Group 1 is comprised of the following streets: 42nd Street
8 (Riverview Drive to the West End of Tilton Avenue), Briggs Street (Tilton Avenue to
9 Parking Lot South of Mission Boulevard), Leigh Street (Tilton Avenue to Molino Way),
10 Molino Way East (Leigh Street to Pontiac Avenue), Pontiac Avenue (Tilton Avenue to
11 Mission Boulevard), Rubidoux Boulevard (Tilton Avenue to Mission Boulevard),
12 Mennes Avenue (42nd Street to Mission Boulevard), Wallace Street (42nd Street to
13 Mission Boulevard), Carol Way (Wallace Street to 500 Feet East of Wallace Street),
14 Capary Road (Wallace Street to the west of Driving Range Road); and

15 **WHEREAS**, on April 20, 2010, Item 3.71, the Board approved the plans and
16 specifications for Group 1, and authorized the Clerk of the Board to advertise the
17 Project; and

18 **WHEREAS**, on May 18, 2010, RCTD, through a competitive bidding process,
19 received four construction bids and subsequently selected the apparent lowest bidder
20 Hillcrest Contracting, Inc., for an amount of \$1,965,082.40; and

21 **WHEREAS**, Agency agrees to reimburse RCTD for additional costs associated
22 with constructing Group 1 including surveying, additional civil engineering design,
23 right-of-way easements preparation, utility coordination, construction and construction
24 contingency, construction management and administration, and construction survey
25 and inspection for a total Project budget for Group 1 not to exceed \$2,923,591 (Exhibit
26 B-1); and

27 **WHEREAS**, the total reimbursement agreement amount including the
28 Agreement and First Amendment shall not exceed \$3,496,591.

1 **NOW, THEREFORE**, in consideration of the foregoing and providing that all
2 other sections not amended remain intact, the parties hereto do hereby agree as
3 follows effective August 9, 2006:

4 A. Section 3 of the Agreement is hereby deleted in its entirety and replaced with
5 the following:

6 **SECTION 3. Scope of Services.** The work to be performed by RCTD,
7 RCTD consultant(s) and RCTD contractor(s), is described in detail in Exhibit "B"
8 and "B-1," which is attached hereto and incorporated herein by this reference.
9 Those items identified within Exhibit "B-1" proceeded with an asterisk are for
10 work associated with the overall Rubidoux Area 3 Project (Group 1 & 2), and
11 are considered to be a not to exceed final cost for the duration of the Rubidoux
12 Area 3 Project (Group 1 & 2). Future funding for those asterisked items will not
13 be considered or granted unless approved in writing by both parties.

14 B. Section 4 of the Agreement is hereby deleted in its entirety and replaced with
15 the following:

16 **SECTION 4. The Contractor.** The contractor(s) for the Project shall be
17 selected through a competitive bidding process and awarded to the lowest
18 responsible bidder.

19 C. Section 5 of the Agreement is hereby deleted in its entirety and replaced with
20 the following:

21 **SECTION 5. Disbursement of Funds.** Agency shall reimburse RCTD
22 for the actual cost to design the Project and construct Group 1, as detailed
23 within Exhibit "B" and "B-1," for an amended amount not to exceed three
24 million, four hundred ninety-six thousand, five hundred ninety-one dollars
25 (\$3,496,591). Said amount shall be the maximum amount paid to RCTD for the
26 Project.

27 RCTD will be reimbursed upon Agency's receipt of journal vouchers
28 issued by RCTD for the services specified within the Agreement, Amendment,

1 and abovementioned exhibits. Appropriate backup documentation showing the
2 time and material expended must be submitted with each journal voucher. All
3 costs incurred by RCTD must be billed to Agency within 180 days from
4 completion of services specified in this Agreement in order to receive payment.
5 Any journal voucher received after this time will be returned to RCTD without
6 payment.

7 RCTD shall obtain written approval from the Agency for any change or
8 alteration to the approved construction plans that require the use of
9 contingency monies.

10 D. Section 7 of the Agreement is hereby deleted in its entirety and replaced with
11 the following:

12 **SECTION 7. Principal Contact Persons.** The following individuals are
13 hereby designated to be the principal contact persons for their respective
14 Parties:

15 **Agency:** Erik Sydow, Project Manager
16 Redevelopment Agency for the County of Riverside
17 3403 10th Street, Suite 500
18 Riverside, CA 92501

19 **RCTD:** Neil Nilchian, Engineering Project Manager
20 Riverside County Transportation Department
21 3525 14th Street
22 Riverside, Ca 92501

23
24 E. Section 13 of the Agreement is hereby deleted in its entirety and replaced with
25 the following:

26 **SECTION 13. Time Limit.** RCTD shall commence and complete the
27 work that is the subject of the Agreement and this First Amendment within a
28 period of twenty-four (24) months after the date of execution of this First

1 Amendment. In the event said twenty-four (24) month period expires prior to
2 the completion of the work, the terms of this Agreement and First Amendment
3 may be extended upon written consent of both parties. Nothing in this Section
4 shall be deemed a waiver of any or all claims or other actions by either party in
5 regard to any breach of this Agreement.

6 F. Section 14 of the Agreement is hereby deleted in its entirety and replaced with
7 the following:

8 **SECTION 14. Entire Agreement.** This Agreement and First Amendment
9 are intended by the Parties hereto as a final expression of their understanding
10 with respect to the subject matter hereof and as a complete and exclusive
11 statement of the terms and conditions thereof and supersedes any and all prior
12 and contemporaneous agreements and understandings, oral or written, in
13 connection therewith. Any amounts to or clarification necessary to this
14 Agreement and First Amendment shall be in writing and acknowledged by all
15 parties to the Agreement. Each of the Exhibits attached hereto are incorporated
16 herein by this reference.

17 //
18 //
19 //
20 //
21 //
22 //
23 //
24 //
25 //
26 //
27 //
28 //

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


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

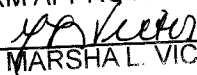
COUNTY OF RIVERSIDE

6
7 _____
8 **MARION ASHLEY**
9 Chairman, Board of Directors

_____ **MARION ASHLEY**
Chairman, Board of Supervisors

10 **APPROVED AS TO FORM:**
11 **PAMELA WALLS**
12 Agency Counsel

13 By 
14 Deputy Michelle Cook 7/15/10

FORM APPROVED COUNTY COUNSEL
BY:  7/15/10
MARSHAL VICTOR DATE

15 **ATTEST:**
16 **KECIA HARPER-IHEM**
17 **CLERK OF THE BOARD**

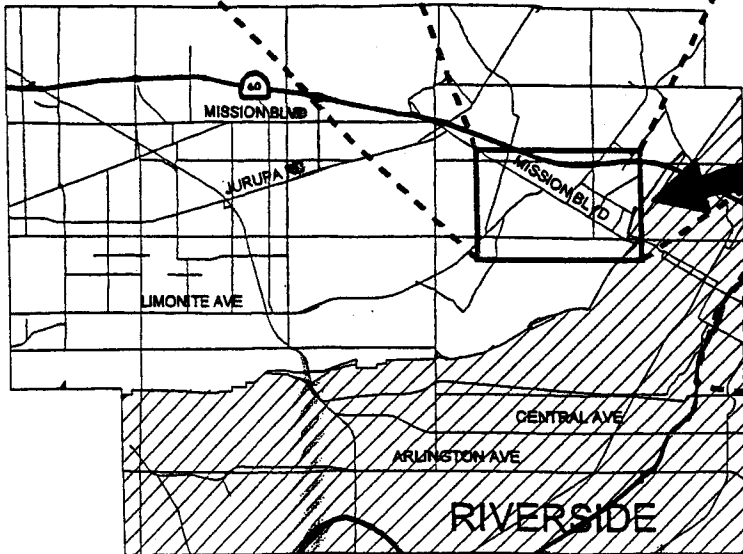
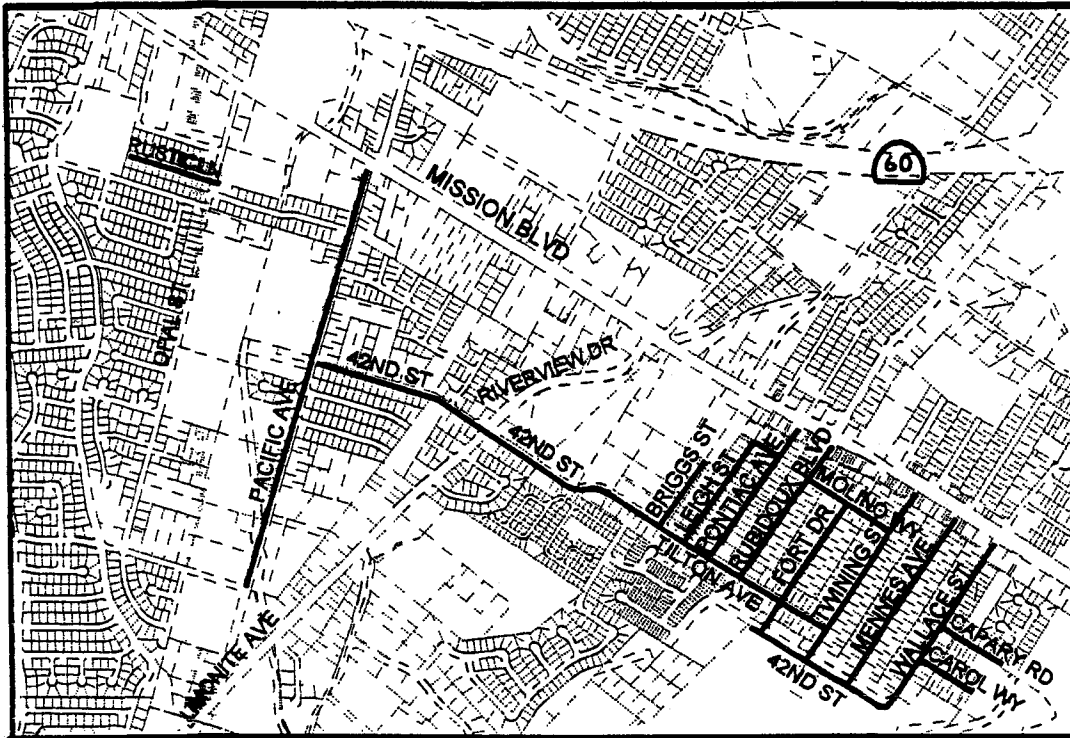
18 By _____
19 Deputy

20
21 S:\RDACOM\DIS2\Rubidoux\Rubidoux Area 3 Conning St\Cooperative Agreement\20100525_First Amendment.doc

RUBIDOUX AREA 3

SIDEWALK PROJECT

"EXHIBIT A"



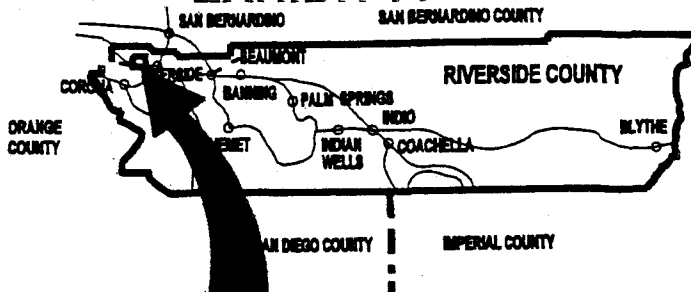
**PROJECT
LOCATION**



PROJECT LENGTH = 0.008ML
T28RW SECTIONS 16 & 17
VICINITY MAP

CONNING STREET SIDEWALK PROJECT

"EXHIBIT A"



PROJECT LOCATION

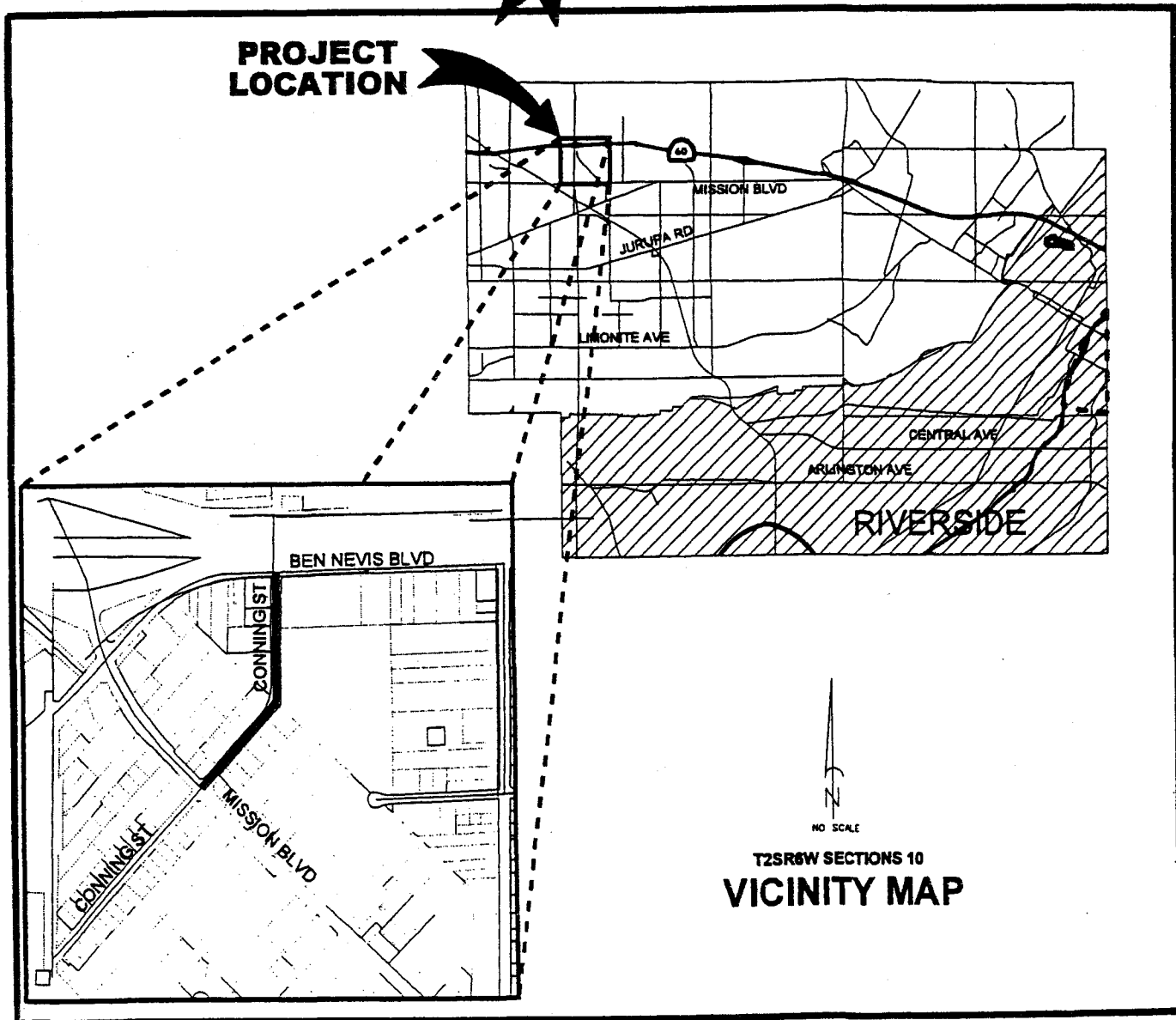


EXHIBIT "B"

CONNING STREET SIDEWALK PROJECT - DESIGN PHASE

Preliminary Survey	\$ 25,000
Design	60,000
Environmental	10,000
R/W Engineering	2,000
Utility Coordination (no street lights)	<u>4,000</u>
Subtotal	<u>\$ 101,000</u>
TOTAL	\$ 111,000

RUBIDOUX AREA 3 SIDEWALK PROJECT

Preliminary Survey	\$ 80,000
Design	280,000
Environmental	10,000
R/W Engineering	25,000
Utility Coordination	<u>4,000</u>
Subtotal	<u>\$ 420,000</u>
Contingency 10%	42,000
TOTAL	\$ 462,000

EXHIBIT "B-1"

PROJECT COST ESTIMATE

Rubidoux Area 3 Street Improvement including Street Light, Sidewalk and Others

Project Development Activities	ADDITIONAL COST	AGENCY	RCTD
1. Preliminary Survey *	\$70,000	\$70,000	\$0
2. Environmental	\$0	\$0	\$0
3. Design Plans, Specifications and Estimate (PS&E) *	\$220,000	\$220,000	\$0
4. Right of Way *	\$20,000	\$20,000	\$0
5. Utilities Coordination *	\$2,000	\$2,000	\$0
5. Utilities Fees	\$200,000	\$200,000	\$0
6. Construction (Group 1)	\$2,161,591	\$2,161,591	\$0
7. Construction Survey (Group 1)	\$100,000	\$100,000	\$0
8. Construction Inspection (Group 1)	\$150,000	\$150,000	\$0
Total	\$2,923,591	\$2,923,591	\$0

*** Note-**

Some of the above items 1 through 5 are used for the entire Rubidoux Area 3 Street-Improvement including sidewalk, street lights and others that are grouped as listed below:

**Group 1 Project (Advertising in April 2010) -
42nd St-1st Segment, Briggs St, Leigh St, Molino Way East, Pontiac Ave, Rubidoux Blvd,
Mennes Ave, Wallace St, Carol Way and Capary Rd.**

**Group 2 including two storm drain improvements Project (Advertising in Winter 2010/11)-
42nd St-2nd Segment, Tilton Ave, Twining St, Molino Way, Fort Dr and Pacific Ave.**