

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

153 C



**FROM:** Redevelopment Agency

**SUBMITTAL DATE:**

June 16, 2011

**SUBJECT:** Temescal Canyon Road Improvement Project – Second Amendment to the Consulting Services Agreement

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

1. Make the following findings:
  - a. The proposed road improvement project will benefit the El Cerrito/Temescal Canyon Sub-Area of the 1-1986 Redevelopment Project Area by helping to eliminate blight within the project area by enhancing existing road infrastructure;
  - b. No other reasonable means of financing the cost of the project are available to the community due to the fact that the current economic crisis has substantially reduced the community's revenues to fund the project;

(Continued)

*Robert Field*

Robert Field  
Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 346,760	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

<b>SOURCE OF FUNDS:</b> 1-1986 Redevelopment Project Area Capital Improvement Funds – El Cerrito/Temescal Canyon Sub-Area 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**

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *Samuel Wong*  
 DATE: 6/19/11  
 DEPARTMENT OF PUBLIC WORKS  
 FORM APPROVED COUNTY COUNSEL  
 BY: *Marshall Victor*  
 DATE: 6/19/11  
 MARSHALL VICTOR

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

**MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY**

On motion of Supervisor Buster, seconded by Supervisor Ashley 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: June 28, 2011  
 xc: RDA, EDA, Transp., Auditor

Kecia Harper-Ihem  
 Clerk of the Board  
 BY: *Kecia Harper-Ihem*  
 Deputy

Redevelopment Agency

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**RECOMMENDED MOTION:** (Continued)

2. Approve and authorize the Chairman of the Board to execute the attached Second Amendment to the Consulting Services Agreement in the amount of \$346,760, between the Redevelopment Agency for the County of Riverside and the Trans-Pacific Consultants, for the design of the Temescal Canyon Road Improvement Project.

**BACKGROUND:**

The Redevelopment Agency for the County of Riverside (RDA) and Riverside County Transportation Department staff identified a need to widen Temescal Canyon Road to four lanes in the unincorporated community of Temescal Valley, starting from the southern end of Wildrose Business Park to Dawson Canyon Road. On March 16, 2010, the Board approved a consulting services agreement with Trans-Pacific Consultants for the design of this project. The scope of services was expanded on January 20, 2011 under the first amendment to include coordination with Lee Lake Water District regarding the reclaimed 12" water line, coordination with Elsinore Valley Water District for the 14" agriculture water line relocation, Air Quality Study, and Environmental Assessment.

During the design phase of this project, RDA staff determined there is also a great need to improve the northern portion of Temescal Canyon Road, from Weirick Road to Leroy Road, which is approximately one mile in length, adjacent to Wildrose Business Park. This additional design would complete the road widening project at this location and meet current standards on speed limit and sight visibility distance. This work also includes curb, gutter, and sidewalk along this portion of the project.

RDA staff recommends the Board of Directors approve the Second Amendment to the Consulting Services Agreement with Trans-Pacific Consultants so that RDA may proceed with the additional design of the project.

1 **SECOND AMENDMENT TO THE AGREEMENT FOR ENGINEERING SERVICES**  
2 **BY AND BETWEEN THE REDEVELOPMENT AGENCY**  
3 **FOR THE COUNTY OF RIVERSIDE**  
4 **AND TRANS-PACIFIC CONSULTANTS FOR**  
5 **TEMESCAL CANYON ROAD IMPROVEMENT PROJECT**

6 **THIS SECOND AMENDMENT TO THE AGREEMENT FOR ENGINEERING**  
7 **SERVICES** for the Temescal Canyon Road Improvement Project ("Second  
8 Amendment") is made and entered into by and between the REDEVELOPMENT  
9 AGENCY FOR THE COUNTY OF RIVERSIDE, a public body corporate politic in the  
10 State of California, herein referred to as "AGENCY," and Trans-Pacific Consultants, a  
11 Professional Corporation under the laws of the State of California, herein referred to as  
12 "ENGINEER," and is effective date of execution.

13 **RECITALS**

14 **WHEREAS**, the parties entered into an original Agreement for services on May  
15 11, 2010 ("Original Agreement") to provide civil engineering design consulting services  
16 for the Temescal Canyon Road Improvement Project ("PROJECT"), in the amount of  
17 Three Hundred Seventy Thousand One Hundred Five Dollars (\$370,105);

18 **WHEREAS**, the parties entered into the 1<sup>st</sup> Amendment on January 20, 2011, for  
19 the amount of Fifty Four Thousand, Nine Hundred and Eighty Four Dollars (\$54,984), to  
20 provide additional design services for the road widening, including coordination and  
21 relocation of the existing fourteen inch (14") Elsinore Valley Municipal Water District  
22 water line and the existing twelve inch (12") Lee Lake Water District reclaimed water  
23 line, and provide additional CEQA assistance and technical studies;

24 **WHEREAS**, the AGENCY and Riverside County Transportation Department  
25 have identified a need for similar design and street improvements along Temescal  
26 Canyon Road from Leroy Road to Weirick Road;

27 **WHEREAS**, the AGENCY has requested that ENGINEER continue the services  
28 identified within the Original Agreement and First Amendment, and has requested that  
they provide additional services as set forth in this Second Amendment, including, but

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4.8

1 not limited to, civil engineer design services, aerial and field survey, right of way  
2 engineering, and utility coordination for that portion of PROJECT between Leroy Road  
3 to Weirick Road; and;

4 **WHEREAS**, ENGINEER has agreed to provide such additional services to  
5 AGENCY for the additional amount of Three Hundred Forty-six Thousand Seven  
6 Hundred Sixty Dollars (\$346,760).

7 **NOW, THEREFORE**, in consideration of the mutual covenants contained herein  
8 and providing that all other sections not amended remain intact, the parties hereto  
9 agree as follows:

10 I. Section II of the Agreement is hereby amended in its entirety to read as follows:

11 **II. SCOPE OF WORK.** ENGINEER shall provide all services as specified in  
12 the Original Agreement and First Amendment including the exhibits thereto, and  
13 further agrees to provide the services as set forth in this Second Amendment,  
14 including Exhibit "A-2", attached hereto and incorporated herein by this  
15 reference, all of which includes, but is not limited to: PROJECT civil engineering  
16 design; aerial and field surveying; utility coordination; street improvement plans;  
17 storm drain plans; legals and plat documents; attending meetings; potholing;  
18 geotechnical investigation; and a Water Quality Management Plan.

19 II. Section III of the Agreement is hereby amended by modifying the introductory  
20 sentence to read as follows:

21 ENGINEER shall render the following services and related services as listed in  
22 Exhibit "A" to the Original Agreement and First Amendment, and Exhibit "A-2" to  
23 the Second Amendment.

24 III. Section III.D. of the Agreement is hereby amended in its entirety to read as  
25 follows:

26 **D. TIME OF PERFORMANCE.** The ENGINEER agrees that it will diligently  
27 and responsibly pursue the performance of the services required of it under the  
28 Original Agreement and all amendments thereto, and will deliver construction

1 contract documents suitable for bidding by July 1, 2012, unless extended upon  
2 mutual agreement or due to events beyond the direct control of ENGINEER.

3 III. Section IV subparagraph A. of the Agreement is hereby amended to read as  
4 follows:

5 A. Determination of Amount. For the services hereinabove required,  
6 pursuant to the Original Agreement, and First and Second Amendment thereto,  
7 AGENCY shall pay to ENGINEER in the manner hereafter provided, a fee of  
8 Seven Hundred Seventy-One Thousand Eight Hundred Forty-Nine dollars  
9 (\$771,849), and shall be paid as provided in paragraph IV, C, Payment for extra  
10 work.

11 IN WITNESS HEREOF, the parties hereto have caused their duly authorized  
12 representatives to execute this Second Amendment on  
13 JUN 28 2011

14 (To be filled in by Clerk of the Board)

15  
16 **REDEVELOPMENT AGENCY FOR  
THE COUNTY OF RIVERSIDE**

**TRANS-PACIFIC  
CONSULTANTS**

17 Bob Buster  
18 **Bob Buster**  
19 Board of Directors

Won Yoo  
20 **Won Yoo**  
21 President

22 **ATTEST:**  
23 Clerk of the Board

24 By [Signature]  
25 Deputy

26 **APPROVED AS TO FORM:**

27 By [Signature] 6/9/11  
28 Agency Counsel

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**PHASE II**  
**TEMESCAL CANYON ROAD**  
**DESIGN ONLY**  
**DOS LAGOS DR/WEIRICK RD**

27431 Enterprise Circle West  
 Temecula, CA 92590-4833  
 Tel (951) 676-7000  
 Fax (951) 694-8413

ITEM	DESCRIPTION	COST	TOTAL
<b>CONCEPTUAL DESIGN/PRELIMINARY DESIGN</b>			
1	POTHOLING	\$ 25,000.00	
2	POTHOLING PLAN	\$ 2,600.00	
3	FIELD SURVEY AND PREPARE BASEMAP	\$ 7,000.00	
4	TOPO MAPPING	\$ 6,000.00	
5	UTILITY RESEARCH & COORD	\$ 9,000.00	
6	UTILITY/APPURTENANCES LOC. ON BASE MAP	\$ 1,800.00	
7	RESEARCH AND PLOT EXIST/PROP ROW ON BASEMAP	\$ 1,400.00	
8	PROJECT SCHEDULING (CREATION AND MAINTENANCE THROUGH PROJECT DURATION)	\$ 3,500.00	
9	PRELIM. DESIGN(PLAN & PROFILE)	\$ 52,500.00	
10	PRELIM. COST ESTIMATE	\$ 2,500.00	
11	MTG. & COORD. W/ AGENCY	\$ 12,500.00	
	<b>TOTAL</b>		\$ 123,800.00
<b>FINAL DESIGN (PS&amp;E)</b>			
1	DESIGN SURVEY	\$ 11,000.00	
2	ROADWAY DESIGN (PLAN & PROFILE, INC. STORM DRAIN)	\$ 73,000.00	
3	COORDINATION OF UTILITY RELOCATION	\$ 39,400.00	
4	ROADWAY HYDROLOGY REPORT	\$ 10,500.00	
5	ROW ENGINEERING(DED.,PLATS,LEGALS)	\$ 6,000.00	
6	SIGNING AND STRIPING PLAN	\$ 3,000.00	
7	ENGINEER'S QUANTITY/COST EST. (50%)	\$ 2,500.00	
8	ENGINEER'S QUANTITY/COST EST. (90%)	\$ 1,700.00	
9	ENGINEER'S QUANTITY/COST EST. (PRIOR TO BIDS)	\$ 1,800.00	
10	TECH. SPEC'S & SPECIAL PROVISIONS	\$ 3,100.00	
11	SWPPP/WQMP (INCLUDING WATER QUALITY BASINS)	\$ 24,800.00	
12	PROJ. MGMNT, MEETINGS AND COORD W/ AGENCY	\$ 13,500.00	
	<b>TOTAL</b>		\$ 190,300.00
	<b>TPC TOTAL</b>		\$ 314,100.00
<b>SUB CONSULTANTS</b>			
<b>GEOTECHNICAL</b>			
	SOILS REPORT	\$ 9,900.00	
	ANALYSIS OF EXISTING PAVEMENT SECTION	\$ 6,500.00	
	<b>SUB-TOTAL</b>	\$ 16,400.00	
	<b>15% Admin Cost</b>		\$ 2,460.00
	<b>TOTAL</b>		\$ 18,860.00
	<b>PALEONTOLOGY STUDY</b>	\$ 12,000.00	
	<b>15% Admin Cost</b>		\$ 1,800.00
	<b>TOTAL</b>		\$ 13,800.00
	<b>SUBCONSULTANT TOTAL</b>		\$ 32,660.00
	<b>TPC AND SUBCONSULTANT GRAND TOTAL COST</b>		\$ 346,760.00

\* The above fee schedule is based on TPC's knowledge of the project as of December, 2010. These fees shall be adjusted as the design progresses and the tasks are more clearly defined.