

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

941



**SUBMITTAL DATE:**  
May 23, 2012

**FROM:** Successor Agency to the Redevelopment Agency

**SUBJECT:** Thermal Town Street Improvement Project

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

1. Approve and authorize the Chairman of the Board to execute Change Order No. 1 for the Thermal Town Street Improvement Project in the amount of \$41,238;
2. Approve and authorize the Chairman of the Board to execute the first amendment to the agreement by and between the County of Riverside and Krieger and Stewart in the amount of \$31,650; and
3. Direct the Successor Agency to submit this item for approval at the next Oversight Board meeting.

**BACKGROUND:** (Commences on Page 2)

*Robert Field*

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 72,888	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

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

<b>SOURCE OF FUNDS:</b> Redevelopment Agency Capital Improvement Funds – Desert Communities Project Area	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY: *Jennifer L. Sarger*  
Jennifer L. Sarger

**County Executive Office Signature**

Dept't Recomm.:  Consent  Policy  Policy

Per Exec. Ofc.:  Consent  Policy  Policy

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

4.3

Prev. Agn. Ref.: 4.10 of 8/16/11; 4.3 of 5/24/11

District: 4/4

Agenda Number:

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *Samuel Wong* 5/23/12  
 SAMUEL WONG  
 COUNTY OF RIVERSIDE  
 DATE: 5/17/12  
 FORM APPROVED COUNTY COUNSEL  
 BY: *Marshall Victor*  
 MARSHALL VICTOR

**BACKGROUND:**

On August 16, 2011, the Board of Directors for the Redevelopment Agency executed a construction contract with Hazard Construction Company for street improvements within the community of Thermal. During construction some existing sidewalks were determined to exceed cross slope tolerance allowed under current American with Disabilities Act regulations. The majority of this extra work will be offset by the elimination of various line items that are not required as they will be done by local utility companies and property owners. This change will result in a net increase of \$41,238 for Change Order No. 1.

In addition, utility work in the area forced the removal of construction staking that had been done by Krieger and Stewart for the project. This will require additional survey and construction staking by Krieger and Stewart under the attached first amendment.

To add the sidewalk improvements additional time will be required for the completion of project. Change Order No. 1 includes the addition of 40 calendar days to the construction contract.

The funds for this change order are shown on the Initial Recognized Obligation Schedule (IROPS). The project cannot be completed without the additional construction staking and survey work, and the terms of the original contract with Hazard Construction Company cannot be fulfilled without execution of this amendment. The funds for Change Order No. 1 and the first amendment will come from the previously approved project budget and will not require additional funds from the agency and will not impact County's General Funds.

County Counsel has reviewed and approved the attached documents as to form. Staff recommends that the Board of Supervisors execute Change Order No. 1 and the first amendment.

**Attachments:**

- Hazard Construction Change Order No. 1 (3)
- Krieger and Stewart First Amendment (3)



**COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY**

**CHANGE ORDER NO. 1**

**Date:** 3/15/2012

**Project:** Thermal Town Street Improvement Project

**To Contractor:**

Hazard Construction Company  
6465 Marindustry Place  
San Diego, CA 92121

**Project No:** MS42227

**Distribution:**

Project Manager	Construction Manager
Contractor	Inspector
Fiscal	Architect/Engineer

**You are directed to make the following changes. Changes shall include labor, material and equipment; each item to include all charges or indirect arising out of this work:**

1) Bid Items	20,21,22,23,26,27,41,43		\$261,600.00
	COR 1		DELETE
2) Bid Item	45	1,919 LF @ (35.00)/LF	\$ 67,165.00
	COR 1		DELETE
3) Bid Item	44		\$108,354.56
	COR 1		ADD
4) Bid Item	46		\$261,648.00
	COR 1		ADD

**The specifications, where pertinent, shall apply to these changes.**

**This Change Order provides for a time extension of**

Original Contract Duration (calendar days):  
 Prior Authorized Time Extension (calendar days):  
 Revised Construction Duration (calendar days):  
 Original Contract Completion Date:  
 Revised Contract Completion Date:

<u>40</u>	<b>calendar days</b>
<u>90</u>	
<u>0</u>	
<u>130</u>	
<u>3/19/2012</u>	
<u>4/27/2012</u>	

**NOTE:** This change order is not effective until ALL signatures below are obtained, and if applicable, signature authority approval by Form 11 as indicated per Change Order Guidelines.

**The undersigned contractor has given careful consideration to the change proposed, including its effect on other work already contracted for, and hereby agrees, if this change order is approved, that he will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment for all costs related in any way thereto the prices shown above.**

1)  3/19/12  
 Contractor's Authorized Representative (signature) Date  
**JASON A. MORDHORST, VICE PRESIDENT**  
 Contractor's Authorized Representative Printed name

Original Contract	\$	<u>2,272,832.00</u>
Prior Authorized [ ] ADD [ ] DED	\$	<u>0.00</u>
Total Contract Prior to this Change	\$	<u>2,272,832.00</u>

2) \_\_\_\_\_  
 Chairman, Board of Supervisors (signature) Date

Authorized Changes on this C.O.:  
 Addition \$ 370,002.56  
 Deduction \$ 328,765.00

John F. Tavaglione  
 Chairman, Board of Supervisors

NET: [  ] Addition [ ] Deduction \$ 41,237.56

3)  4-2-12  
 Engineer (signature) Date

Amount of Contract Authorized Including this Change Order \$ 2,314,069.56

Alec M. Yzaguirre  
 Engineer Printed name

Pursuant to:  
 [ ] Board Policy B-11  
 [  ] M.O. and Date \_\_\_\_\_

4)  3.22.12  
 Project Manager (signature) Date

Joaquin Tijerina  
 Project Manager's Printed name

**COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY**

**CHANGE ORDER NO. 1**

**Date:** 3/15/2012

**Project:** Thermal Town Street Improvement Project

**To Contractor:**  
Hazard Construction Company  
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**Project No:** MS42227

**Distribution:**  
 Project Manager                      Construction Manager  
 Contractor                              Inspector  
 Fiscal                                      Architect/Engineer

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<u>90</u>	
<u>0</u>	
<u>130</u>	
<u>3/19/2012</u>	
<u>4/27/2012</u>	

Prior Authorized Time Extension (calendar days):

Revised Construction Duration (calendar days):

Original Contract Completion Date:

Revised Contract Completion Date:

**NOTE:** This change order is not effective until ALL signatures below are obtained, and if applicable, signature authority approval by Form 11 as indicated per Change Order Guidelines.

**The undersigned contractor has given careful consideration to the change proposed, including its effect on other work already contracted for, and hereby agrees, if this change order is approved, that he will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment for all costs related in any way thereto the prices shown above.**

1)  3/19/12  
 Contractor's Authorized Representative (signature)                      Date  
**JASON A. MORDHORST, VICE PRESIDENT**  
 Contractor's Authorized Representative Printed name

Original Contract                      \$ 2,272,832.00  
 Prior Authorized [ ] ADD [ ] DED                      \$ 0.00  
 Total Contract Prior to this Change                      \$ 2,272,832.00

2) \_\_\_\_\_  
 Chairman, Board of Supervisors (signature)                      Date

Authorized Changes on this C.O.:  
 Addition \$ 370,002.56  
 Deduction \$ 328,765.00

John F. Tavaglione  
 Chairman, Board of Supervisors

NET: [  ] Addition [ ] Deduction                      \$ 41,237.56

3)  4-2-12  
 Engineer (signature)                      Date

Amount of Contract Authorized  
 Including this Change Order                      \$ 2,314,069.56

Alec M. Yzaguirre  
 Engineer Printed name

Pursuant to:  
 [ ] Board Policy B-11  
 [  ] M.O. and Date \_\_\_\_\_

4)  3-22-12  
 Project Manager (signature)                      Date

Joaquin Tijerina  
 Project Manager's Printed name

1                   **FIRST AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT**  
2                                   **WITH KRIEGER & STEWART FOR THE**  
3                                   **THERMAL TOWN STREET IMPROVEMENT PROJECT**  
4                                   **(FOURTH DISTRICT)**

5           **THIS First Amendment** to the Engineering Services Agreement, is made and  
6 entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **COUNTY OF**  
7 **RIVERSIDE**, a political subdivision of the State of California acting in its capacity as  
8 Successor Agency to the Redevelopment Agency for the County of Riverside  
9 (hereinafter "COUNTY"), and Krieger & Stewart, Incorporated (hereinafter  
10 "ENGINEER").

11                                   **RECITALS**

12           **WHEREAS**, COUNTY is the successor in interest to the Redevelopment Agency  
13 for the County of Riverside pursuant to the provisions of Section 34173 of the California  
14 Health and Safety Code, acting in its capacity as Successor Agency;

15           **WHEREAS**, the Redevelopment Agency for the County of Riverside (Former  
16 RDA) was a redevelopment agency duly created, established and authorized to transact  
17 business and exercise its powers, all under and pursuant to the provisions of the  
18 Community Redevelopment Law which is Part 1 of Division 24 of the California Health  
19 and Safety Code (commencing with Section 33000 et seq.); the Former RDA was  
20 terminated as of February 1, 2012 pursuant to Section 34172;

21           **WHEREAS**, the Former RDA was terminated as of February 1, 2012 pursuant to  
22 34172;

23           **WHEREAS**, the County of Riverside and the Former RDA adopted by Ordinance  
24 No 638, on December 23, 1986, a redevelopment plan for an area within the county  
25 identified as the Desert Communities Project Area (DCPA), Thermal Sub-Area  
26 (hereinafter "PROJECT AREA");

1           **WHEREAS**, the DCPA Redevelopment Plan (hereinafter "PLAN") was adopted in  
2 order to eliminate blight and revitalize the substandard physical and economic  
3 conditions that exist within the PROJECT AREA;

4           **WHEREAS**, pursuant to Sections 34177-34181 of the Health and Safety Code,  
5 the COUNTY is authorized to make and execute contracts and other instruments  
6 necessary or convenient in compliance with the Enforceable Obligation Payment  
7 Schedule (EOPS) as superseded by the Recognized Obligation Payment Schedule  
8 (ROPS) as adopted by the Agency and the Oversight Board;

9           **WHEREAS**, the proposed services are necessary in performance of an  
10 obligation of the Former RDA pursuant to the EOPS or as later superseded by the  
11 ROPS;

12           **WHEREAS**, the proposed services provided in this First Amendment will benefit  
13 the PROJECT AREA by facilitating professional engineering services, including  
14 construction staking and surveying services for the Thermal Town Street Improvement  
15 Project in order to help eliminate blight and revitalize the physical and economic  
16 conditions that exist in the PROJECT AREA;

17           **WHEREAS**, the former RDA entered into an Engineering Services Agreement  
18 with ENGINEER which Agreement established procedure for amendment for additional  
19 services;

20           **WHEREAS**, the COUNTY has determined that the scope of services in the  
21 Original Agreement requires amendment to additional services;

22           **WHEREAS**, The COUNTY and ENGINEER desire to amend the original scope  
23 of work to provide professional services, consisting of professional engineering services  
24 for construction staking and survey for the Thermal Town Street Improvement Project,  
25 as described in Exhibit 'A-1';

26           **WHEREAS**, ENGINEER shall perform the services described in Exhibit 'A-1' of  
27 the First Amendment through project completion unless the work program is altered by  
28

1 written amendments pursuant to the provisions in Section III of the Original Agreement ; and

2       **WHEREAS**, the ENGINEER has agreed to provide such additional services to COUNTY  
3 for the additional amount of Thirty One Thousand, Six Hundred Fifty Dollars (\$31,650);

4       **NOW, THEREFORE**, in consideration of the covenants, conditions, and provisions herein  
5 contained, said Agreement for Professional Services, dated December 6, 2011, is hereby  
6 amended as follows:

7       **1. Section 1. PURPOSE** is amended to read as follows:

8       “This Agreement is hereby entered into by and between the ENGINEER and the  
9 COUNTY for the purpose of obtaining professional services regarding the construction  
10 of the project. The ENGINEER shall provide the additional professional services, which  
11 are described in Exhibit A, and in Exhibit A-1 to this Agreement, attached hereto and  
12 incorporated hereby by this reference.”

13       **2. Section 2. ENGINEERS COMPENSATION AND METHOD OF PAYMENT** first  
14 sentence is amended to read as follows:

15       “The ENGINEER’S compensation shall be an amount not-to-exceed **Fifty Four**  
16 **Thousand Six Hundred and Fifty Dollars** (\$54,650.00) for all professional services  
17 provided.”

18       **3. Section 3. TIME OF PERFORMANCE** is amended to read as follows:

19       “The ENGINEER agrees that it will diligently and responsibly pursue the performance of  
20 the services required of it pursuant to this Agreement, and will complete the specified  
21 services no later than June 30, 2012.”

22 Except as modified herein, all other terms and conditions of this Agreement shall remain the  
23 same and in full force and effect.

24 ///

25 //

26 //

27 //




1           **IN WITNESS WHEREOF**, the County of Riverside, acting in its capacity as  
2 Successor Agency to the Redevelopment Agency for the County of Riverside and  
3 ENGINEER, have executed this First Amendment as of the date first above written.

4  
5 **COUNTY OF RIVERSIDE AS**  
6 **SUCCESSOR AGENCY**

**KRIEGER & STEWART, INC.**

7  
8  
9 \_\_\_\_\_  
10 John Tavaglione, Chairman  
11 Board of Supervisors

12   
13 Charles A. Krieger, President

14   
15 Mark Messersmith, Secretary

16 **APPROVED AS TO FORM:**  
17 Pamela J. Walls  
18 County Counsel

19   
20 \_\_\_\_\_  
21 Deputy

22 **ATTEST:**  
23 Kecia Harper-Ihem  
24 Clerk of the Board

25 \_\_\_\_\_  
26 Deputy

27 RF:LB:TM:AR:JT (11421)  
28 S:\RDACOM\FORMS 11\IN PROCESS\Form 11 Attachments\11421 Thermal Town St Improvement-1<sup>st</sup>  
Amendment Krieger & Stewart.docx

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**EXHIBIT A-1**

**SCOPE OF SERVICES**

**THERMAL TOWN STREETS IMPROVEMENT PROJECT**

Description – The Thermal Town Street Improvement Project currently under construction requires professional engineering services for construction staking and surveying. Fees include office time for revising grade sheets and survey preparation.

Services to be provided by Krieger and Stewart, Inc.:

1. Restaking per plans for grading	\$7,500.00
2. Final Curb and Gutter staking	\$15,500.00
3. Monument Restoration (8 at \$750 per monument)	\$6,000.00
4. Topographic Survey	\$2,650.00
<b>Total not to exceed</b>	<b>\$31,650.00</b>