

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

809



FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:
March 14, 2013

SUBJECT: Jurupa Valley Sheriff's Evidence Warehouse – First Amendment

RECOMMENDED MOTION: That the Board of Supervisors approve and authorize the Chairman of the Board to execute the attached First Amendment for the construction testing and inspections services between the Successor Agency to the Redevelopment Agency and Construction Testing & Engineering, Inc. in the amount of \$5,095

BACKGROUND: On July 27, 2011, The Redevelopment Agency of the County of Riverside entered into an agreement with Construction Testing & Engineering, Inc. for construction testing and inspections for the Jurupa Sheriff's Evidence Warehouse Project. AB1484 established the Successor Agency as a separate legal entity. Therefore, contracts and amendments for redevelopment projects may be executed by the Successor Agency.

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 5,095	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: Jurupa Valley Redevelopment Capital Improvement Bond Proceeds (previously approved budget)	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

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Lissette Rose 3/13/13
 FORM APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS
 DATE: 12/13/13
 Department: Concurrency

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

Prev. Agn. Ref.: 4.7 of 7/26/11; 4.2 of 10/16/12 | **District:** 2/2 | **Agenda Number:** 4-1

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: (Continued)

The first amendment with Construction Testing & Engineering, Inc. is reflected on the Recognized Obligation Payment Schedule (ROPS) under the line item Construction Testing & Engineering, Inc. Amendment No. 1, which has been approved by the Oversight Board and the Department of Finance. Staff recommends the Board of Supervisors approve the attached first amendment with Construction Testing & Engineering for construction testing and inspection service in the amount of \$5,095.

Attached:

- First Amendment with Construction Testing & Engineering, Inc. (3)

1 **FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT FOR SOILS AND**
2 **MATERIAL TESTING & INSPECTION FOR THE JURUPA SHERIFF'S EVIDENCE**
3 **WAREHOUSE PROJECT BY AND BETWEEN THE**
4 **SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF**
5 **RIVERSIDE AND CONSTRUCTION TESTING & ENGINEERING, INC.**

6 **THIS FIRST AMENDMENT TO THE AGREEMENT**, is made and entered into this
7 day of _____, 2013, by and between Successor Agency to the Redevelopment Agency for
8 the County of Riverside (hereinafter "AGENCY"), and CONSTRUCTION TESTING &
9 ENGINEERING, INC., (hereinafter "CONSULTANT").

10 **WITNESSETH:**

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

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

20 **WHEREAS**, the County of Riverside and the Former RDA adopted by Ordinance No.
21 763, on July 9, 1996, a redevelopment plan for the Jurupa Valley Redevelopment Project Area
22 (hereinafter the "PROJECT AREA");

23 **WHEREAS**, the Jurupa Valley Redevelopment Plan was adopted in order to eliminate
24 blight and revitalize the substandard physical and economic conditions that exist within the
25 PROJECT AREA;

///

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

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

8 **WHEREAS**, pursuant to CRL 33020(a) of the California Community Redevelopment
9 Law "redevelopment" means to conduct planning, development, and replanning of all or part of
10 a survey area as may be appropriate and necessary in the interest of general welfare,
11 including recreational and other facilities incidental or appurtenant to them;

12 **WHEREAS**, the parties entered into the original Agreement ("AGREEMENT") on July
13 27, 2011, for soils and material testing & inspections for the Jurupa Sheriff's Evidence
14 Warehouse ("PROJECT"), for a total PROJECT budget of forty-four thousand, seven hundred
15 sixty-six three dollars (\$44,763.00);

16 **WHEREAS**, unanticipated grading modifications to the parking lot Phase One required
17 the services of a soil technician to be on site to assure a successful project and to provide
18 additional testing, inspections and coordination efforts;

19 **WHEREAS**, the additional fee for those services are five thousand ninety five dollars
20 (\$5,095), for a new total project budget of forty seven thousand, four hundred fifty eight dollars
21 (\$49,858.00);

22 **WHEREAS**, the First Amendment ("FIRST AMENDMENT") will finalize any outstanding
23 design, facilitate construction of the Jurupa Sheriff's Evidence Warehouse Project, and allow
24 the AGENCY to effectuate the existing enforceable obligations; and

25 **WHEREAS**, CONSULTANT has agreed to provide such services to AGENCY.

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

3 A. Section 1 of the AGREEMENT is hereby amended in its entirety to read as follows:

4 1. **DESCRIPTION OF SERVICES:** CONSULTANT shall provide all services as
5 specified within the AGREEMENT'S "Exhibit A," Scope of Work, and FIRST AMENDMENT'S
6 "Exhibit A-2" including, but not limited to, PROJECT soils materials and testing inspections.

7 1.2 CONSULTANT represents and maintains that it is skilled in the professional
8 calling necessary to perform all services, duties and obligations required by the AGREEMENT
9 and FIRST AMENDMENT to fully and adequately complete the PROJECT. CONSULTANT
10 shall perform the services and duties in conformance to and consistent with the standards
11 generally recognized as being employed by professionals in the same discipline in the State of
12 California. CONSULTANT further represents and warrants to the AGENCY that it has all
13 licenses, permits, qualifications and approvals of whatever nature are legally required to
14 practice its profession. CONSULTANT further represents that it shall keep all such licenses
15 and approvals in effect during the term of the AGREEMENT and FIRST AMENDMENT.

16 B. Section 2 of the AGREEMENT is hereby amended in its entirety to read as follows:

17 2. **PERIOD OF PERFORMANCE:** CONSULTANT shall commence and complete
18 design performance no later than February 4, 2013. CONSULTANT will diligently and
19 responsibly pursue the performance of the services required of it by the AGREEMENT and
20 FIRST AMENDMENT through PROJECT completion unless the work is altered by written
21 amendment(s) pursuant to Section 14, or terminated as specified in Section 9. All applicable
22 indemnification provisions in the AGREEMENT shall remain in effect following the termination
23 of the AGREEMENT.

24 C. Section 3 of the AGREEMENT is hereby amended in its entirety to read as follows:

25 3. **COMPENSATION:** The AGENCY shall pay the CONSULTANT on a lump sum

1 amount not to exceed forty seven thousand, four hundred fifty eight dollars (\$49,858.00).
2 CONSULTANT shall submit monthly invoices to the AGENCY for progress payments based
3 on work completed to date and line items identified within Exhibit "A-2."

4 3.1 Said compensation shall be paid in accordance with an invoice submitted to
5 AGENCY by CONSULTANT within fifteen (15) days from the last day of each calendar month,
6 and AGENCY shall pay the invoice within thirty (30) working days from the date of receipt of
7 the invoice.

8 3.2 Certain Classifications of Labor under this contract may be subject to prevailing
9 wage requirements. It is anticipated that survey and/or soils testing work will or may be
10 performed which classifications are subject to payment of prevailing wage when performed as
11 pre-construction or construction activities on a public works project.

12 Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code
13 (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with
14 like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals,
15 among other things with discrimination, penalties and forfeitures, their disposition and
16 enforcement, wages, working hours, and securing worker's compensation insurance and
17 directly affect the method of prosecution of the work by CONSULTANT and subject it under
18 certain conditions to penalties and forfeitures. Execution of the AGREEMENT by the parties
19 constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which
20 they are required to stipulate as to by the provisions of said Chapter 1, constitutes
21 CONSULTANT'S certification that he is aware of the provisions of said Chapter 1 and will
22 comply with them and further constitutes CONSULTANT'S certification as follows: "I am aware
23 of the provisions of Section 3700 of the California Labor Code which require every employer to
24 be insured against liability for worker's compensation or to undertake self-insurance in
25 accordance with the provisions of that Code, and I will comply with such provisions before

1 commencing the performance of the work of this contract.”

2 Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates,
3 including the per diem wages applicable to the work, and for holiday and overtime work,
4 including employer payments for health and welfare, pension, vacation, and similar purposes,
5 in the county in which the work is to be done have been determined by the Director of the
6 California Department of Industrial Relations. These wages are available from the California
7 Department of Industrial Relations’ Internet website at <http://www.dir.ca.gov>, and are available
8 at the main office of AGENCY.

9
10 D. Section 11 of the AGREEMENT is hereby amended in its entirety to read as follows:

11 11. **DESIGNATED REPRESENTATIVES:** The following individuals are designated
12 as representatives of the AGENCY and CONSULTANT respectively to act as liaison between
13 the parties:

14 **AGENCY**

15 Charles Waltman
16 Deputy Executive Director
17 County of Riverside
18 3403 10th Street
19 Riverside, CA 92501
20 Phone: (951) 955-0911
21 Fax: (951) 955-4890

CONSULTANT

Thomas Gaeto, President
Construction Testing &
Engineering, Inc
14538 Meridian Parkway, Suite A
Riverside, CA 92518
Phone: (951) 571-4081
Fax: (951) 571-4188

22 Any change in designated representatives shall be promptly reported to the other party
23 in order to ensure proper coordination of the PROJECT.

24 E. Section 22 of the AGREEMENT is hereby amended in its entirety to read as follows:

25 22. **NOTICES:** All correspondence and notices required or contemplated by this
Agreement shall be delivered to the respective parties at the addresses set forth below and
are deemed submitted one (1) day after their deposit in the United States Mail, postage
prepaid:

1 **County of Riverside**
2 PO Box 1180
3 Riverside, CA 92501
4 Attn: Frank J. Gonzales

Construction Testing & Engineering
14538 Meridian Parkway, Suite A
Riverside, CA 92518
Attn: Thomas Gaeto

5 **IN WITNESS WHEREOF**, the County of Riverside, acting in its capacity as Successor
6 Agency to the Redevelopment Agency for the County of Riverside and CONSULTANT, have
7 executed this Agreement as of the date first above written.

8 **COUNTY OF RIVERSIDE**

CONSTRUCTION TESTING & ENGINEERING

9
10 _____
11 JOHN J. BENOIT
12 Chairman, Board of Supervisors

13
14 
15 _____
16 THOMAS GAETO
17 President

18
19 **APPROVED AS TO FORM:**
20 PAMELA J. WALLS
21 County Counsel

22
23 
24 _____
25 Deputy

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

Deputy



CONSTRUCTION TESTING & ENGINEERING, INC.

1400 MERIDIAN PARKWAY, SUITE A | RIVERSIDE, CA 92506 | (951) 571-4081 | FAX (951) 571-4108

December 12, 2012

PR# 211040 Additional Services Provided

Mr. Frank Gonzales
 Riverside County Redevelopment Agency
 3403 Tenth Street, Suite 400
 Riverside, CA 92501
FGonzales@rivcoeda.org
 951-955-8467 desk
 951-906-9076 cell

PROPOSAL: CHANGE REQUEST TO COVER FEES FOR ADDITIONAL DEPUTY SOILS AND MATERIAL TESTING & INSPECTION SERVICES PROVIDED FOR THE RIVERSIDE ECONOMIC DEVELOPMENT AGENCY: JURUPA SHERIFF'S EVIDENCE WAREHOUSE PROJECT

Dear Mr. Gonzales:

After completion of all work required for the project; Construction Testing and Engineering, Inc. (CTE) is presenting the attached proposed change request to cover additional Materials Testing and Special Inspection services for the Jurupa Sheriff's Evidence Warehouse Project, in the amount of \$2,695.00.

Additional Services Provided

Service	Qty	Unit	Rate/Unit	Total
Moisture Test	12	Hrs.	\$200	\$2,400
Soil Technician	38.50	Hrs.	\$70	\$2,695
Total Services				\$5,095

IN CLOSING

We thank you for the opportunity to submit this proposed change to cover additional work and have enjoyed working with you on the Jurupa Sheriff's Evidence Warehouse Project.

Please contact me at (951) 571-4081 or (951) 552-5732 if you have any questions or if I may be of assistance to you. I can also be contacted via email at Tiffany@cte-inc.net.

Sincerely,
CONSTRUCTION TESTING & ENGINEERING, INC.


 Tiffany Hilborn,
 Corporate Marketing Director