

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

167



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

**SUBMITTAL DATE:**  
May 31, 2012

**SUBJECT:** Thermal Sheriff Station and Aviation Facility Project

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

1. Ratify the first and second amendments to the agreement between the Successor Agency to the Redevelopment Agency and Construction Testing and Engineering, Inc.;
2. Approve and authorize the Chairman of the Board to execute the attached third amendment to the agreement between Construction Testing and Engineering, Inc., and the County of Riverside in the amount of \$75,000;
3. Approve and authorize the Chairman of the Board to execute the attached fourth amendment to the agreement between Mead and Hunt and the County of Riverside in the amount of \$40,000; and

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

**REVIEWED BY CIP**  
*Christopher Hans*  
**Christopher Hans**

*Robert Field*  
**Robert Field**  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 115,000	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> Funds	Desert Communities Redevelopment 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

**County Executive Office Signature**  
*Jennifer L. Sargent*  
BY: **Jennifer L. Sargent**

**MINUTES OF THE BOARD OF SUPERVISORS OF THE SUCCESSOR AGENCY TO  
THE REDEVELOPMENT AGENCY**

On motion of Supervisor Ashley, seconded by Supervisor Stone 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 12, 2012  
**xc:** RDA, EDA, CIP, Auditor

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

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *Samuel Wong* 5/29/12  
 DATE: 4/23/12  
 SAMUEL WONG  
 Departmental Controller

FORM APPROVED COUNTY COUNSEL  
 BY: *Marshall Victor*  
 MARSHALL VICTOR

Policy  
 Consent  
 Policy  
 Consent

Dept's Recomm.:   
 Per Exec. Ofc.:

**Recommended Motion: (Continued)**

4. Direct the Successor Agency to Submit this item for approval at the next Oversight Board meeting.

**BACKGROUND:**

On November 25, 2008 the Board of Directors approved and executed an agreement with Construction Testing and Engineering for professional services that included geotechnical and materials testing and special inspection services for the Thermal Sheriff's Station and Aviation Facility Project. On May 6, 2006, an agreement with Mead and Hunt was also approved and executed by the Board of Directors for preliminary design services, that included the preparation of environmental documents, a geotechnical report, a concept budget report, and the civil engineering work for the entire 20-acre site.

On December 17, 2009, a first amendment to the agreement was approved for geotechnical and materials testing and special inspection services. In April 2010, a second amendment to the agreement was approved, both amendments were within the signing authority of the Agency's assistant director. Mead and Hunt's third amendment to the agreement was approved on February 10, 2009 for engineering and design, construction documents, inspection, and construction management for the Thermal Sheriff Station and Aviation Facility Project.

On October 23, 2008, the Board of Supervisors approved the construction contract with ASR Constructors, Inc. for the construction of the Thermal Sheriff's Station and Sheriff's Aviation Facility. The third amendment to the agreement with Construction Testing and Engineering in the amount of \$75,000 will consist of materials testing and inspection of all asphalt and concrete paving. Along with a fourth amendment with Mead and Hunt in the amount of \$40,000 is needed to fulfill the need for professional engineering services to close-out the project, including final inspections for the Thermal Sheriff Station and Aviation Facility.

The third and fourth amendments to the agreement are an enforceable obligation as both agreements were awarded prior to the enactment of ABx1 26 and ABx1 27, the Assembly bills regarding redevelopment that were signed by Governor Brown on June 29, 2011. The Agency obligated itself to cooperate with the consultant as appropriate to facilitate, without undue delay, the work to be performed under the agreement for the construction of the Thermal Sheriff Station and Aviation Facility Project. The construction agreement provides that the Agency will take actions needed on its part for the performance of the work, including, but not limited to, construction inspection and testing as needed.

Agency Counsel has reviewed the attached agreements and approved it as to form, and staff recommends that the Board of Supervisors approve the recommended motions.

**Attachments:**

- Third Amendment to the Agreement with Construction Testing and Engineering, Inc.
- Fourth Amendment to the Agreement with Mead and Hunt, Inc.

1 **THIRD AMENDMENT TO THE TESTING AND INSPECTING SERVICES**  
2 **AGREEMENT BY AND BETWEEN THE COUNTY OF RIVERSIDE**  
3 **AS SUCCESSOR AGENCY AND**  
4 **CONSTRUCTION TESTING AND ENGINEERING INC.**  
5 **FOR THERMAL SHERIFF STATION AND AVIATION FACILITY PROJECT**

6 **THIS THIRD AMENDMENT** to the AGREEMENT for testing and inspection  
7 services is made and entered into by and between the County of Riverside, a political  
8 subdivision of the State of California acting in its capacity as Successor Agency to the  
9 Redevelopment Agency for the County of Riverside (hereinafter "COUNTY"), and  
10 Construction Testing and Engineering, Incorporated (hereinafter "CONSULTANT").

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 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.);

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

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

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

28 **WHEREAS**, pursuant to Sections 34177-34181 of the Health and Safety Code,

1 the COUNTY is authorized to make and execute contracts and other instruments  
2 necessary or convenient in compliance with the Enforceable Obligation Payment  
3 Schedule (EOPS) as superseded by the Recognized Obligation Payment Schedule  
4 (ROPS) as adopted by the COUNTY and the Oversight Board;

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

8 **WHEREAS**, the proposed services provided in this Third Amendment will benefit  
9 the PROJECT AREA by facilitating the construction of PROJECT including materials  
10 testing and inspection of all asphalt and concrete paving for Project in order to help  
11 eliminate blight and revitalize the physical and economic conditions that exist in the  
12 PROJECT AREA;

13 **WHEREAS**, the Former RDA entered into an Agreement with CONSULTANT  
14 which Agreement established procedure for amendment for additional services;

15 **WHEREAS**, CONSULTANT has agreed to provide such additional services to  
16 COUNTY;

17 **NOW, THEREFORE**, in consideration of the mutual covenants, conditions and  
18 provisions contained herein and providing that all other sections not amended remain  
19 intact, said Agreement, dated July 1, 2008, which first amendment and second  
20 amendment are ratified this same date; is hereby amended for the Third time as follows:

21 **1. Section 1. SCOPE OF SERVICES** is amended by adding the following:

22 "CONSULTANT'S scope of work is amended to include additional testing  
23 and inspection services as set forth in Attachment A-3, attached hereto and  
24 incorporated by this reference."

25  
26 **2. Section 2. TIME FOR PERFORMANCE** is amended to read as follows:

27 "The CONSULTANT agrees that it will diligently and responsibly pursue  
28 the performance of the work required of it by this Agreement and will complete

1 the specialty materials and soils testing and inspection services no later than March 31,  
2 2012.”

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4 **3. Section 3. COMPENSATION is amended to include as follows:**

5 “The financial obligation of the COUNTY for compensation to the  
6 CONSULTANT for services rendered as set forth in Attachment A-3 shall be an  
7 amount not to exceed Seventy-Five Thousand Dollars (\$75,000).”

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1 IN WITNESS HEREOF, the County of Riverside, acting in its capacity as Successor  
2 Agency to the Redevelopment Agency for the County of Riverside, and ENGINEER  
3 have caused their duly authorized representatives to execute this Third Amendment on

4 6-12-12

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

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7 **COUNTY OF RIVERSIDE**  
8 **As Successor Agency**

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10 **John Tavaglione**  
11 **Board of Supervisors**

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13 **Engineering**  
14 **Construction Testing and Inspection**

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16 **Clifford A. Craft, GE #243** *Thomas Gaeto*  
17 **Senior Geotechnical Engineer** **President**

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

18 By *Nashua L. Keeler* 4/23/12  
19 Deputy

20 **ATTEST:**  
21 Kecia Harper-Ihem, Clerk of the Board

22 By *Morrison (Anna)*  
23 Deputy

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**ATTACHMENT A-3  
ADDITIONAL SCOPE OF SERVICES  
THERMAL SHERIFF STATION AND AVIATION FACILITY  
MATERIALS TESTING AND INSPECTIONS**

Materials testing and inspection related to the following improvements at the Thermal Sheriff Stations and Aviation Facility will be performed:

1. Street improvements to Airport Boulevard – Subgrade/Base/AC
2. Complete box culvert access road – Subgrade/Base/AC
3. Riprap at south end of box culvert
4. Perimeter Road – place/compact base
5. Concrete apron repairs
6. On-site sewer line backfill
7. Parking lot near manhole zero – Base/AC
8. Eastside of warehouse fuel tank – concrete slab/approach
9. Airport Boulevard improvements – Subgrade/Base/AC

Services will include:

- a) Soil Technician
- b) Asphaltic Concrete inspection and testing
- c) Lab Maximum Density Test
- d) Sieve Analysis
- e) Compaction Reports
- f) Concrete Compression Tests
- g) Senior Engineering

**TOTAL NOT-TO-EXCEED for above additional services: \$75,000.00**

1           **FOURTH AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT**  
2                           **BY AND BETWEEN THE COUNTY OF RIVERSIDE**  
3                           **AS SUCCESSOR AGENCY AND MEAD AND HUNT INC.**  
4           **FOR THERMAL SHERIFF STATION AND AVIATION FACILITY PROJECT**

5           **THIS FOURTH AMENDMENT** to the ENGINEERING SERVICES AGREEMENT  
6 is made and entered into by and between the County of Riverside, a political subdivision  
7 of the State of California acting in its capacity as Successor Agency to the  
8 Redevelopment Agency for the County of Riverside (hereinafter "COUNTY"), and Mead  
9 and Hunt, Inc. (hereinafter "ENGINEER").

10   **RECITALS**

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

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

19           **WHEREAS**, the Former RDA was terminated as of February 1, 2012 pursuant to  
20 34172;

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

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

28           **WHEREAS**, pursuant to Sections 34177-34181 of the Health and Safety Code,  
the COUNTY is authorized to make and execute contracts and other instruments



1 necessary or convenient in compliance with the Enforceable Obligation Payment  
2 Schedule (EOPS) as superseded by the Recognized Obligation Payment Schedule  
3 (ROPS) as adopted by the COUNTY and the Oversight Board;

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

7 **WHEREAS**, the proposed services provided in this Fourth Amendment will  
8 benefit the PROJECT AREA by facilitating the construction of PROJECT including final  
9 inspections for the Thermal Sheriff Station and Aviation Facility Project in order to help  
10 eliminate blight and revitalize the physical and economic conditions that exist in the  
11 PROJECT AREA;

12 **WHEREAS**, the Former RDA entered into an Engineering Services Agreement  
13 with ENGINEER which Agreement established procedure for amendment for additional  
14 services;

15 **WHEREAS**, CONSULTANT has agreed to provide such additional services to  
16 COUNTY;

17 **NOW, THEREFORE**, in consideration of the mutual covenants, conditions and  
18 provisions contained herein and providing that all other sections not amended remain  
19 intact, said Agreement, dated May 9, 2006, and first amended on December 5, 2006;  
20 second and third amendment approved February 10, 2009; is hereby amended for the  
21 Fourth time as follows:

22 **1. Section 1. PURPOSE** is amended by adding the following as  
23 subparagraph D:

24 "D. Services to close-out the Project, as set forth in Exhibit A-4,  
25 attached hereto and by this reference incorporated herein, including final  
26 inspections and close-out on the Heliport and Aviation hanger, and final record  
27 drawings."  
28

1           **2.    Section 2.    ENGINEERS COMPENSATION AND METHOD OF**  
2           **PAYMENT** is amended to read as follows:

3           “The ENGINEER’s compensation shall be an amount not-to-exceed Two  
4           Million Six Hundred Twenty Four Thousand Eight Hundred and Thirty Four  
5           Dollars (\$2,624,834.00) for all design, engineering, bidding and inspection  
6           services provided. The ENGINEER shall invoice the COUNTY on a monthly  
7           basis utilizing a format acceptable to the COUNTY. Each invoice shall include a  
8           status report which identifies the approximate percentage of work completed in  
9           each engineering services component of the Project identified in Exhibit A  
10          through A-4.”

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

13          “The ENGINEER agrees that it will diligently and responsibly pursue the  
14          performance of the services required of it pursuant to this Agreement, and will  
15          complete the specified services outlined in Exhibit A-3, Section 1, Paragraph A,  
16          no later than 432 days after Notice to Proceed; no later than June 20, 2010 for  
17          subsequent services outlined in Exhibit A-3; and December 31, 2010 for services  
18          outlined in Exhibit A-4.”

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1 IN WITNESS HEREOF, the County of Riverside, acting in its capacity as Successor  
2 Agency to the Redevelopment Agency for the County of Riverside, and ENGINEER  
3 have caused their duly authorized representatives to execute this Fourth Amendment  
4 on 6-12-12.

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

6  
7 **COUNTY OF RIVERSIDE**  
8 **As Successor Agency**

9   
10 **John Tavaglione**  
11 **Board of Supervisors**

**Mead and Hunt, Incorporated**

12   
13 **Lee B. Moen, P.E.**  
14 **Vice President**

15 **APPROVED AS TO FORM:**

16 **Pamela J. Walls**  
17 **County Counsel**

18 By Janice R. Vickers 4/23/12  
19 **Deputy**

20 **ATTEST:**

21 **Kecia Harper-Ihem, Clerk of the Board**

22 By Merrin Canon  
23 **Deputy**

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**EXHIBIT A-4  
ADDITIONAL SCOPE OF SERVICES  
FOR PROJECT CLOSE-OUT  
THERMAL SHERIFF STATION AND AVIATION FACILITY**

The Thermal Sheriff Station and Aviation Facility currently under construction require professional engineering services to close-out the project, including final inspections.

Services to be provided by Mead and Hunt include:

1. Heliport Approval including final inspection, preparation of the final Heliport Layout Drawing, final submittal to CDA and FAA coordination.
2. Aviation hanger close-out coordination, including final inspection of architectural, mechanical and electrical components.
3. Punch list and final site inspection.
4. Provision of record drawings for the project.

**TOTAL NOT-TO-EXCEED for above services:        \$40,000.00**