

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

420



FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:

January 24, 2013

SUBJECT: Thermal Sheriff Station and Aviation Facility Project – 4<sup>th</sup> Amendment with Construction Testing and Engineering, Inc. and 5<sup>th</sup> Amendment with Mead and Hunt, Inc.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to execute the attached fourth amendment to the agreement between Construction Testing and Engineering, Inc., and the Successor Agency in the amount of \$10,873; and
2. Approve and authorize the Chairman of the Board to execute the attached fifth amendment to the agreement between Mead and Hunt, Inc. and the Successor Agency in the amount of \$46,500.

BACKGROUND: (Commences on Page 2)

Robert Field  
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 57,373	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 OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Desert Communities Redevelopment Project Area 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

County Executive Office Signature

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

On motion of Supervisor Ashley, seconded by Supervisor Benoit and duly carried,  
IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley  
Nays: None  
Absent: Tavaglione  
Date: February 5, 2013  
xc: RDA, EDA, Auditor

Kecia Harper-Ihem  
Clerk of the Board  
By:

Deputy

4-4

Prev. Agn. Ref.: 4.2 of 5/9/06; 4.3 of 11/25/08; 4.3 of 6/12/12

District: 4/4

Agenda Number:

## **BACKGROUND:**

The Thermal Sheriff's Station and Sheriff's Aviation Facility Project was awarded to ASR Constructors, Inc., on October 23, 2008.

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.

The fourth amendment to the agreement with Construcion Testing and Engineering in the amount of \$10,873 will cover all work completed to date, which consisted of materials testing and inspection of all asphalt and concrete paving.

The fifth amendment with Mead and Hunt in the amount of \$31,500 will include design engineering and construction documents to retrofit the aviation fueling above-ground storage tank. Additionally \$14,613.86 is needed to pay the remaining balance for invoice #227681, which was partially paid on June 26, 2012 for professional engineering services performed by the firm to close-out the project.

Both amendments have been processed in accordance with the terms of the original construction contract. The cost for the fourth amendment with CTE and the fifth amendment with Mead and Hunt will not be an additional cost to the project as it is accounted for in the approved budget and a budget adjustment is not required. Both contracts are reflected on the Recognized Obligation Payment Schedule (ROPS) and have been approved by the Oversight Board and the California Department of Finance. Staff recommends approval of the motions listed above.

### **Attachments:**

- Fourth Amendment to the Agreement with Construction Testing and Engineering, Inc.
- Fifth Amendment to the Agreement with Mead and Hunt, Inc.
- Mead and Hunt – Outstanding Invoices Statement

**FOURTH AMENDMENT TO THE CONSULTING SERVICES AGREEMENT  
BY AND BETWEEN THE SUCESSOR AGENCY  
TO THE REDEVELOPMENT AGENCY AND  
CONSTRUCTION TESTING AND ENGINEERING, INC.  
FOR THE THERMAL SHERIFF STATION AND AVIATION FACILITY PROJECT**

**THIS FOURTH AMENDMENT** to the AGREEMENT is made and entered into by and between the Successor Agency to the Redevelopment Agency for the County of Riverside (hereinafter "AGENCY"), and Construction Testing and Engineering, Incorporated (hereinafter "CONSULTANT").

## RECITALS

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

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

**Whereas**, the Former RDA was terminated as of February 1, 2012 pursuant to Section 34172:

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

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

**WHEREAS**, pursuant to Sections 34177-34181 of the Health and Safety Code,  
the AGENCY 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 Agency 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  
9 materials testing and inspection of all asphalt and concrete paving for Project in order to  
10 help eliminate blight and revitalize the physical and economic conditions that exist in the  
11 PROJECT AREA;

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

14 **WHEREAS**, CONSULTANT has agreed to provide such additional services to  
15 AGENCY.

16 **NOW, THEREFORE**, in consideration of the mutual covenants, conditions, and  
17 provisions contained herein and providing that all other sections not amended remain  
18 intact, said Agreement, dated July 1, 2008, which first amendment and second  
19 amendment are ratified this same date and third amendment approved June 12, 2012;  
20 is hereby amended for the Fourth time as follows:

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

22 "CONSULTANT'S scope of work is amended to cover all work completed to date,  
23 which included Street improvements to Airport Blvd., complete box culvert  
24 access road, riprap at south end of box culvert, perimeter road , concrete apron  
25 repairs, on site sewer line backfill and concrete slab approach Eastside of  
26 warehouse fuel tank. In addition to materials testing, inspection of all asphalt and  
27 concrete paving and final inspections."  
28

1           **Section 2. TIME OF PERFORMANCE** is amended to read as follows:

2           “The CONSULTANT agrees that it will diligently and responsibly pursue the  
3           performance of the work required of it by this Agreement, and will complete the  
4           specified services no later than March 31, 2012.”

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

6           “The CONSULTANT’S compensation shall be an amount not-to-exceed Four  
7           Hundred Seventy Nine Thousand and Seventeen Dollars (\$479,017.00) for all  
8           work completed to date, which consisted of materials testing, inspection of all  
9           asphalt and concrete paving and final inspections.”

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11   ///

12   ///

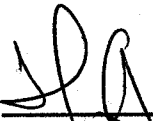
1 IN WITNESS HEREOF, the Successor Agency to the Redevelopment Agency for the County of  
2 Riverside, and CONSULTANT have caused their duly authorized representatives to execute this  
3 Fourth Amendment on FEB 05 2013.

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

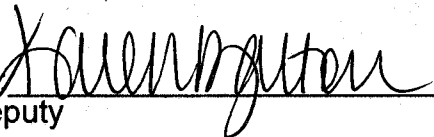
5 SUCCESSOR AGENCY

Construction Testing and Engineering

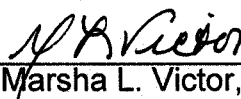
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8 John J. Benoit, Chairman

  
9 Thomas Gaeto, President

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11 ATTEST:  
12 Kecia Harper-Ihem, Clerk of the Board

13 By   
14 Deputy

15  
16 APPROVED AS TO FORM:  
17 Pamela Walls, County Counsel

18 By  1/14/13  
19 Marsha L. Victor, Principal Deputy

1                   **FIFTH AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT**  
2                   **BY AND BETWEEN THE SUCESSOR AGENCY**  
3                   **TO THE REDEVELOPMENT AGENCY AND**  
4                   **MEAD AND HUNT, INC. FOR**  
5                   **THE THERMAL SHERIFF STATION AND AVIATION FACILITY PROJECT**

6           **THIS FIFTH AMENDMENT** to the ENGINEERING SERVICES AGREEMENT is  
7 made and entered into by and between the Successor Agency to the Redevelopment  
8 Agency for the County of Riverside (hereinafter "AGENCY"), and Mead and Hunt,  
9 Incorporated (hereinafter "ENGINEER").

10                                   **RECITALS**

11           **WHEREAS**, AGENCY 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 its 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 Section 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 the "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 AGENCY 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 AGENCY 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 Fifth Amendment will benefit  
8 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 the ENGINEER which Agreement established procedure for amendment for  
14 additional services; and

15 **WHEREAS**, ENGINEER has agreed to provide such additional services to  
16 AGENCY.

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 and Fourth Amendment on  
21 June 12, 2012; is hereby amended for the Fifth time as follows:

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

23 "D. Services needed to retrofit the aviation fueling above-ground storage  
24 tank and final inspections. Services will include, design retrofit solutions, provide  
25 plans and specifications to bid construction of retrofit, review of submittals and  
26 construction consultation as more specifically detailed in Exhibit A-5, attached  
27 hereto and by this reference incorporated herein. Additionally \$14,613.86 is  
28 needed to pay the remaining balance for invoice # 227681 which was partially



1 paid on June 26, 2012 for professional engineering services performed by the  
2 firm to close-out the project."

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

5 "The ENGINEER's compensation shall be an amount not-to-exceed Two  
6 Million Six Hundred Seventy One Thousand Three Hundred and Thirty Four  
7 Dollars (\$2,671,334.00) for all design, engineering, bidding and inspection  
8 services provided. The ENGINEER shall invoice the COUNTY on a monthly  
9 basis utilizing a format acceptable to the COUNTY. Each invoice shall include a  
10 status report which identifies the approximate percentage of work completed in  
11 each engineering services component of the Project identified in Exhibit A  
12 through A-5."

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

14 "The ENGINEER agrees that it will diligently and responsibly pursue the  
15 performance of the services required of it pursuant to this Agreement, and will  
16 complete the specified services outlined in Exhibit A-3, Section 1, Paragraph A,  
17 no later than 432 days after Notice to Proceed; no later than June 20, 2010 for  
18 subsequent services outlined in Exhibit A-3; and December 31, 2012 for services  
19 outlined in Exhibit A-5."

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21 ///

22 ///


1 IN WITNESS HEREOF, the Successor Agency to the Redevelopment Agency for the County of  
2 Riverside, and CONSULTANT have caused their duly authorized representatives to execute this  
3 Fifth Amendment on FEB 05 2013.

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

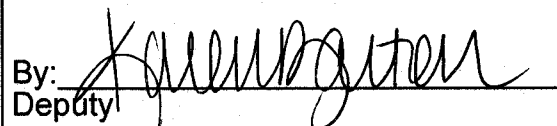
5 SUCCESSOR AGENCY

Mead and Hunt, Inc.

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7   
8 John J. Benoit, Chairman

  
9 Lee B. Moen, P.E.  
Vice-President

10  
11 ATTEST:  
12 Kecia Harper-Ihem, Clerk of the Board

13 By:   
14 Deputy

15  
16  
17 APPROVED AS TO FORM:  
Pamela Walls, County Counsel

18  
19 By  1/14/13  
Marsha L. Victor, Principal Deputy

**EXHIBIT A-5**  
**SCOPE OF SERVICES**  
**THERMAL SHERIFF'S AVIATION FACILITY**  
**Riverside County, California**  
**Aviation Fuel Tank**  
**Design Engineering and Construction Bidding Documents**  
**(Amendment)**

**October 2012**

**OVERVIEW**

The engineering consulting services requested of Mead & Hunt, Inc. (CONSULTANT) by Riverside County Economic Development Agency (AGENCY) are those to support the AGENCY as it retrofits the aviation fueling above-ground storage tank (AST).

**SCOPE OF SERVICES**

The services provided for the Project shall consist of the following elements:

1. Organize, coordinate, and design retrofit of EDA approved option that provides a 2% slope for the existing aviation fueling AST by elevation of one end of the existing AST.
2. Provide technical plans and specifications for the construction of the AST retrofit and the installation of a new hand pump and syphon to low end of tank to meet Sheriff's Aviation Unit requested requirements.
3. Construction documents will be prepared for bidding to include Riverside County EDA General and Special Provisions.
4. Provide one (1) original signed hard copy and one (1) set of electronic files of the construction documents to Riverside County EDA for use in the distribution of plan sets to potential bidders
5. Attend one (1) pre-bid meeting, to be run by the Riverside County EDA, if required.
6. Review of Contractor's submittals for materials specified in the Bid Documents, with one (1) correction review.
7. Provide general consultation and advice to the AGENCY during the retrofit construction period, if required.

**CONSULTANT EXPERTISE REQUIRED**

The CONSULTANT shall be a civil engineer experienced in the design and construction of airfield civil projects in accordance with the FAA. Any subconsultants required to complete this Contract shall be experienced in their area of responsibility. The CONSULTANT and all subconsultants shall be registered in the State of California to practice their professions.

**EXCLUDED SERVICES**

The AGENCY and CONSULTANT agree that the following items shall be excluded from this Project and, if added to the work, shall be considered as extra services:

1. Any environmental analysis.
2. Any full time or part time onsite inspection or material testing.
3. Any change orders required.
4. Any bidding or budget administration.
5. Any fees, easements, or permit fees from City, State, County, or utility companies, etc.
6. Permitting and access agreements.
7. Coordination with tenants on Project progress.
8. Any additional construction work directed by the AGENCY to be performed by the Contractor that is not included in the plans and specifications or that extend the construction duration beyond 30 (thirty) working days.

### **SERVICES TO BE PERFORMED BY THE AGENCY**

The AGENCY and CONSULTANT agree that the following items shall be the responsibility of the AGENCY to perform and provide relative information to the CONSULTANT:

1. Provide unrestricted access to the fueling site during design to the CONSULTANT's staff or representatives.
2. Manage and administer the bidding process.
3. Coordination with tenants on Project progress.
4. Any additional construction work directed by the AGENCY to be performed by the Contractor.

### **SCHEDULE OF COMPLETION**

The CONSULTANT will complete design drawings and specifications within thirty (30) working days from the date the AGENCY issues the Notice to Proceed with the work.


### **COMPENSATION FOR SERVICES**

1. For the services described herein, the CONSULTANT shall be compensated a lump sum amount of Thirty One Thousand Five Hundred Dollars (\$31,500).
2. Any additional services as authorized by the AGENCY shall be compensated on a time-and-expense basis in accordance with the CONSULTANT's Standard Billing Rate Schedule (2012), included as Attachment "A" to this Scope of Services. The CONSULTANT shall establish the budget for additional services prior to the start of work and may not exceed the budget without written authorization from the AGENCY. Any additional services must be authorized in writing by the AGENCY.

COUNTY OF RIVERSIDE (AGENCY)  
As Successor Agency

MEAD AND HUNT, INC. (CONSULTANT)

By: \_\_\_\_\_  
John J. Benoit  
Chairman, Board of Supervisor

By:  \_\_\_\_\_  
Lee B. Moen, P.E.  
Vice President

APPROVED AS TO FORM:  
PAMELA J. WALLS  
County Counsel

By: \_\_\_\_\_  
Deputy

ATTEST:  
KECIA HARPER-IHEM, Clerk of the Board

By: \_\_\_\_\_  
Deputy

DATED: \_\_\_\_\_

**MEAD & HUNT, Inc.**  
**Standard Billing Rate Schedule**  
**Effective January 1, 2012**

**Standard Billing Rates**

Clerical.....	\$73.00 / hour
Interior Designer, Technical Editor.....	\$100.00 / hour
Senior Editor.....	\$148.00 / hour
Registered Land Surveyor.....	\$114.00 / hour
Accounting, Administrative Assistant.....	\$88.00 / hour
Technician I, Technical Writer.....	\$80.00 / hour
Technician II, Surveyor - Instrument Person.....	\$95.00 / hour
Technician III .....	\$108.00 / hour
Technician IV.....	\$120.00 / hour
Senior Technician.....	\$150.00 / hour
Engineer I, Scientist I, Architect I, Planner I.....	\$112.00 / hour
Engineer II, Scientist II, Architect II, Planner II.....	\$122.00 / hour
Engineer III .....	\$135.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Senior Economist.....	\$154.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Planner.....	\$165.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner.....	\$200.00 / hour
Senior Associate.....	\$250.00 / hour
Principal.....	\$265.00 / hour
Senior Client/Project Manager.....	\$265.00 / hour

**Expenses**

Geographic Information or GPS Systems .....	\$32.00 / hour
Total Station Survey Equipment.....	\$16.00 / hour
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

**Travel Expense**

Company or Personal Car Mileage .....	\$0.90 / mile
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance.....	cost plus 15%

**Billing & Payment**

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

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This schedule of billing rates is effective January 1, 2012, and will remain in effect until December 31, 2012, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.