

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



ITEM: 3.21  
(ID # 18939)

MEETING DATE:

Tuesday, October 04, 2022

FROM : FACILITIES MANAGEMENT AND SHERIFF'S DEPARTMENT :

**SUBJECT:** FACILITIES MANAGEMENT (FM) AND SHERIFF'S DEPARTMENT: Off-Site Improvements at the John J. Benoit Detention Center-Phase II – Approval of the Third Amendment to the Professional Services Agreement for Engineering Design and Construction Management Services for Albert A. Webb Associates, District 4. [\$80,400 - 100% East County Detention Center Fund 30702 (Previously approved budget)]

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

1. Approve the Third Amendment to the Professional Services Agreement for Engineering Design and Construction Management Services between the County of Riverside (County) and Albert A. Webb Associates (Webb) of Riverside, California, in the amount of \$80,400 for the John J. Benoit Detention Center-Phase II (Off-Site Improvements at the JJB Detention Center-Phase II) Project, and authorize the Chairman of the Board (Chairman) to execute the Amendment on behalf of the County; and
2. Authorize the Director of Facilities Management, or her designee, to administer the Third Amendment with Webb in accordance with applicable Board policies.

**ACTION:**Policy, CIP

*Remon Tadrous*  
Remon Tadrous, Director of Sheriff's Project

9/6/2022

*Matthew Jimenez*  
Matthew Jimenez

9/6/2022

*Rose Salgado*  
Rose Salgado, Director of Facilities Management

9/7/2022

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: October 4, 2022  
xc: FM, Sheriff

Kecia R. Harper  
Clerk of the Board  
By: *Prima Smith*  
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 80,400	\$ 0	\$ 80,400	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> East County Detention Center Fund 30702 – 100% (Previously approved budget)			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2022/23	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Phase II Off-Site Improvements at the JJB Detention Center Project represents the culmination of the multiple phases of support projects for the new 1,626-bed, state-of-the-art detention facility. This last phase of street improvements consists of traffic signals, street lighting, medians, landscape and hardscape improvements to create a cohesive justice center in downtown Indio.

On June 16, 2020, Item 3.21, the Board of Supervisors (Board) approved the plans and specifications for Phase II of the Off-Site Improvements at the JJB Detention Center Project accelerating the completion of the storm drain improvements to mitigate flooding in the area. In cooperation with the City of Indio, the remaining street improvements have been scheduled to limit impacts to the City's festival season of major events such as The Tamale Festival, the Date Festival, Coachella Festival and Stagecoach.

On April 7, 2015, Item 3.13, the Board approved the professional services agreement for engineering design and construction management services between the County and Webb in the amount of \$649,410. On August 29, 2017, Item 3.52, the Board approved the First Amendment for Webb in the amount of \$85,660. The Second Amendment for Webb was approved by the Board on September 22, 2020, Item 3.5, in the amount of \$368,040 for additional work to phase the project, additional inspections, and construction management of various subsurface unforeseen conditions. Phase II of the Project requires Webb to perform additional survey services on behalf of the City of Indio. The Third Amendment will compensate Webb in the amount not to exceed \$80,400, for a revised contract value of \$1,183,510, to provide these services through the successful completion of the Project.

**Impact on Residents and Businesses**

The off-site improvements will address public safety, aesthetics and convenience for traversing either by vehicle or on foot in and around the JJB Detention Center.

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**Contract History for Albert A. Webb Associates**

DESCRIPTION	AMOUNT	PERCENT	DESCRIPTION
Base Service Contract	649,410	0 %	Original Agreement with Albert A. Webb Associates.
First Amendment	85,660	13.19 %	Potholing, ground penetrating radar mapping 2 intersections, hydrology studies to accommodate additional capacity.
Second Amendment	368,040	56.67 %	Phasing of project, additional inspections and construction management of various subsurface unforeseen conditions that conflicted with the design.
Third Amendment	80,400	12.38 %	Survey and final inspection of the project on behalf of the City of Indio.
<b>TOTAL</b>	<b>\$ 1,183,510</b>	<b>82.24 %</b>	

**Additional Fiscal Information**

All costs associated with this Board action were previously approved on January 11, 2022 (Item 3-14) and are 100% funded through East County Detention Center Fund 30702 and will be expended in FY 2022/23.

Attachment:

- Third Amendment to the Professional Services Agreement for Albert A. Webb Associates

RS:SP:AR:SC:mg

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MT Item# 18939

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Meghan Hahn, Senior Management Analyst

9/22/2022

  
Kristine Bell-Valdez, Supervising Deputy County Counsel

9/21/2022





1 IN WITNESS HEREOF, the parties hereto have caused their duly authorized representatives to execute  
2 this Third Amendment.

3  
4 "COUNTY"

5 COUNTY OF RIVERSIDE

6  
7 By: Jeff Hewitt

8 Chair

JEFF HEWITT

9 Board of Supervisors

CONSULTANT:

ALBERT A. WEBB ASSOCIATES

By: Dilesh Sheth

Dilesh Sheth, Vice-President

Address: 4788 McCray Street

Riverside, CA 92506

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11 ATTEST:

12 KECIA R. HARPER

13 Clerk of the Board

14 By: Bryanna Smith

15 Deputy

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17 (SEAL)

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19  
20  
21 APPROVED AS TO FORM:

22 County Counsel

23 By: Du Mui

24 Deputy County Counsel

OCT 04 2022 3.21



**Corporate Headquarters**

3788 McCray Street  
Riverside, CA 92506  
951.686.1070

**Palm Desert Office**

41-990 Cook St., Bldg. I - #801B  
Palm Desert, CA 92211  
951.686.1070

**Murrieta Office**

41391 Kalmia Street #320  
Murrieta, CA 92562  
951.686.1070

~~June 21, 2022~~

Revised: September 1, 2022

Anna Rodriguez

County of Riverside Facilities Management  
44199 Monroe Street, Suite B  
Indio, CA 92201

RE: Proposal for Construction Staking Services for John J. Benoit Detention Center Improvements Phase II, City of Indio

Dear Ms. Rodriguez,

Webb Associates is pleased to provide you with this proposal for construction staking services for John J. Benoit Detention Center Improvements Phase II, located on HWY 111 and Oasis Street in the City of Indio. Enclosed you will find our Project Understanding (Exhibit "A"), Scope of Work (Exhibit "B"), and Compensation for Services (Exhibit "C") for your review and consideration.

If you find this proposal acceptable, please notify our office so a contract agreement can be prepared. We appreciate this opportunity to be of service to your firm and look forward to hearing from you. If you have any questions regarding this proposal, please contact us at 951-686-1070.

Sincerely,

**ALBERT A. WEBB ASSOCIATES**

A handwritten signature in blue ink, appearing to read "Reed Chilton".

Reed Chilton, P.E.

Director of Land Survey and Mapping

## **EXHIBIT "A" PROJECT UNDERSTANDING**

The Bid Documents for the construction of the project indicate that the Owner is responsible to provide construction staking. This service was not requested in our proposal for construction management and inspection services. Staking will be required for improvements such as demolition limits, curb and gutter, street lights, traffic signal, and subgrade/base certifications.

We have based our assumptions for construction staking on the preliminary project schedule provided by the Contractor. The project will be built in the following phases:

1. Oasis Street – full closure for all improvements on Oasis Street
2. HWY 111 – north side
3. HWY 111 – south side
4. HWY 111 – median



## EXHIBIT "B" Scope of Work

### 1. Construction Staking Services

The scope of services outlined within the Construction Staking Services is based on a one-time mobilization (unless noted otherwise) and staking for each of the following items. It is acknowledged that the client or client representative will give Albert A. Webb Associates 48 hours advance notice together with a minimum of 4 (four) hours construction staking per day for any field services required.

#### 1.1. Coordination, Calculations and Office Support

- A. Provide coordination of acquiring project construction plans for consultants use and scheduling of field surveyors with the client/client representative.
- B. Provide office support to the field surveyors consisting of task setup, calculating and plotting, and preparation of grade sheets for those items to be staked as requested by the client/client representative.
- C. Provide review and cataloging of all developed field compiled data. Distribute digital grade sheets to client/client representative for their distribution to agency and/or contractors.
- D. Attend 1 pre-construction meeting and 1 close out meeting with the client/client representative.

#### 1.2. Survey Control

- A. Provide horizontal and vertical survey control points throughout the progress of the project including the setting of project Bench Marks. Client is responsible for protecting the survey control, notifying the consultant when survey control will be destroyed or disturbed.

#### 1.3. Demolition Limits

- A. A. Saw Cut: Consisting of one set of stakes being set at 50-foot intervals. Includes (BC's) beginning and (EC's) end of curves
- B. B. Demo Limits: Consists of marking (paint) limits for the removal of asphalt, curb & sidewalks

#### 1.4. Curb, Gutter and Cross Gutters

- A. Provide curb and gutter staking, consisting of stakes being set at 25-foot intervals offset from curb face and graded to top of curb. Includes center of driveways, sidewalk drains, (BC's) beginning and (EC's) end of curves, and grade breaks.
- B. Provide curb return staking, consisting of 3 stakes per curb return. Stakes to be offset from curb face and graded to top of curb. Includes 1 stake for the centerline of handicap access ramp.
- C. Provide cross gutter staking, consisting of 3 stakes per cross gutter. Stakes to be offset from and graded to flow line.



1.5. Certifications

- A. Sub Grade Certification letter(s): Based upon field measured observations and their verification to the compliance of the approved plans, consultant shall certify that all constructed rough grade slopes and sub-grade are in substantial conformance to the approved improvement plans.
- B. Base Grade Certification letter(s): Based upon field measured observations and their verification to the compliance of the approved plans, consultant shall certify that all constructed rough grade slopes and sub-grade are in substantial conformance to the approved improvement plans.

1.6. Dry Utilities and Well

- A. A. Street Lights. Consists of two stakes per light standard. Stakes to be offset from the center of pole base and graded to finish surface. Street lights will be marked on curb for location only.
- B. Traffic Signal Lights: Consists of two stakes per light with off-set to Center of Base.
- C. Provide 2 stakes for the well installation in the basin.

1.7. Centerline Monument replacement, Ties and Corner Record

- A. Recover centerline monument and set field ties for possible replacement.
- B. Prepare centerline tie sheets in accordance with County of Riverside standards.
- C. Replace monument destroyed by construction according agency standards.
- D. Prepare a Corner Record as required of the noted monument per the Land Surveyors Act

1.8. Additional Services

- A. Services which are not specifically identified herein as services to be performed by WEBB are considered Additional Services for the purposes of this proposal. The client may request that WEBB perform services which are additional services. WEBB will perform such additional services upon execution of an amendment to this Agreement setting forth the scope, schedule, and fee for such additional services.

1.9. Exclusions

- A. Any work relating to the following is specifically excluded for the services proposed herein and, if required, must be contracted for under a separate contract or as an addendum to this contract:

- i. Staking for landscape improvements
- ii. Dry Utility Coordination and Design Services
- iii. Technical studies, including but not limited to:
- iv. Geotechnical Report, Biological Reports
- v. Traffic Impact Analysis
- vi. Air Quality/Greenhouse Gas (GHG) Analysis
- vii. Health Risk Assessment of Diesel Particulate Matter
- viii. Acoustical Impact Analysis (Noise)
- ix. Cultural Resources/Paleontological Survey
- x. Architectural Services
- xi. Landscape Architectural Services
- xii. Utility verification/locating services (Potholing)
- xiii. Construction management and inspection
- xiv. Material testing
- xv. Property appraisal and acquisition services
- xvi. Site security and other improvements
- xvii. Any other work task not specifically indicated in the Scope of Services
- xviii. Plan check and application fees are not included in this contract and shall be paid by the client, directly to the appropriate governmental agency.

## EXHIBIT "C" COMPENSATION FOR SERVICES

Work shall be billed on a "Time and Materials" basis not to exceed the amount indicated below without prior authorization from the client. Total fees for services shown in the Scope of Work (Exhibit "B") shall be \$80,400. Charges for lump sum services will be billed monthly on a percent complete basis with the exception of those services noted as "Time and Materials" (T&M). These services will be billed in accordance with our attached schedule of fees.

Item No.	Description	Fee
1.1	Coordination, Calculations, and Office Support	\$16,200
1.2	Survey Control	\$2,400
1.3	Demolition Limits/Assorted Items	\$7,100
1.4	Curb, Gutter, and Cross Gutters	\$18,700
1.5	Certifications	\$14,100
1.6	Dry Utilities and Well	\$11,700
1.7	Centerline Monument Replacement	\$6,700
1.8	Reimbursable Expenses (T&M)	\$3,500
	<b>TOTAL</b>	<b>\$80,400</b>

Task budgets are estimates and may be used interchangeably as needed but not to exceed the budget total. Any additional services requested outside this scope will be provided under separate contract addenda for additional fees. Invoices will be submitted monthly based on the percentage of work completed.

Charges for printing, copying, mileage, postage, outside services, and for coordination or other services not specifically listed in the scope of work, will be billed on a time and material basis, in accordance with our Schedule of Fees as Reimbursable Expenses. Checking and/or filing fees are not included in this contract, and shall be paid by the client directly to the appropriate governmental agency.

Costs for custom invoicing, if desired by the client, shall be negotiated prior to commencement of work.