

AGENDA
THURSDAY JULY 19, 2012
OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY FOR
THE COUNTY OF RIVERSIDE
CONFERENCE ROOM C, 5th FLOOR – COUNTY ADMINISTRATIVE CENTER
4080 Lemon Street, Riverside, California
(Clerk 951-955-1060)

1:30 P.M.

Pledge of Allegiance to the Flag

Roll Call

OPENING COMMENTS:

BOARD MEMBERS

ADMINISTRATIVE ACTION:

1. Approval of Meeting Minutes – June 21, 2012
2. Approval of Successor Agency Agenda Item 4.2 of June 26, 2012 via Resolution No. 2012-005: Property Management Activities in North Hemet; Undisputed Item; In Jul-Dec 2012 ROPS: Page 23, Item 23; \$14,000.
3. Approval of Successor Agency Agenda Item 4.3 of June 26, 2012 via Resolution No. 2012-006: Mission Plaza Improvement Project – First Amended Agreement with Epic Land Solutions, Inc. for Relocation Services; Undisputed Item; In Jul-Dec 2012 ROPS: Page 9, Items 38 and 40; \$39,700.
4. Approval of Successor Agency Agenda Item 4.1 of July 3, 2012 via Resolution No. 2012-007: Thermal Town Street Improvement Project – Change Order No. 2 with Hazard Construction Company; Undisputed Item: In Jul-Dec 2012 ROPS: Page 16, Item 67; \$167,164.
5. Approval of Successor Agency Agenda Item 4.3 of July 3, 2012 via Resolution No. 2012-008: Mead Valley Community Center – Approval of Eastern Municipal Water Improvement District Petition for Annexation; Undisputed Item; In Jul-Dec 2012 ROPS: Page 19, Item 9; \$1,872.
6. Approval of Successor Agency Agenda Item 4.4 of July 3, 2012 via Resolution No. 2012-009: Mission Plaza Improvement Project – First Amendment to the Agreement with Albert A. Webb Associates for Engineering Services; Undisputed Item; In Jul-Dec 2012 ROPS: Page 8, Item 21; \$390,810.
7. Approval of Special Meeting to be Held on Thursday, August 30, 2012 and Cancellation of September 6, 2012 Scheduled Meeting via Resolution No. 2012-010.

THURSDAY JULY 19, 2012

Page 1 of 2

8. Assembly Bill 1484 Briefing – Discussion Only

9. Disposition of Property – Discussion Only

ORAL COMMUNICATIONS FROM THE AUDIENCE ON ANY MATTER WHICH DOES NOT APPEAR ON THE BOARD'S AGENDA:

MEETING ADJOURNED TO:

Accommodation under the Americans with Disabilities act and agenda in alternate formats are available upon request. **Requests must be made at least 72 hours prior to the meeting.** Later requests will be accommodated to the extent feasible. Please telephone Lisa Wagner at the Clerk of the Board office at (951) 955-1063, from 8:00 a.m. to 5:00 p.m., Monday through Thursday.

OVERSIGHT BOARD
FOR THE
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
FOR THE
COUNTY OF RIVERSIDE

Reports, Discussion and Action Items

Meeting Date: July 19, 2012

Action: Approval of Payment for Property Management Activities at the North Hemet Housing Site via Resolution No. 2012-005 - Successor Agency Agenda Item 4.2, as approved by the County of Riverside Board of Supervisors on June 26, 2012

Disputed Item: No

In ROPS: Yes; Page 23, Item 23

Amount: \$14,000

Background:

On June 26, 2012, the Board of Supervisors for the County of Riverside (BOS), as the governing Board of the Successor Agency to the Redevelopment Agency for the County of Riverside, approved agenda item 4.2, the payment for the installation of fencing to help prevent break ins and vagrancy at the North Hemet housing site.

Specific details pertaining to the agenda item are included in the attached staff report to the BOS.

Recommendation: Staff recommends that the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside approve agenda item 4.2 related to the North Hemet Housing Site, as approved by the County of Riverside Board of Supervisors on June 26, 2012.

Attachments: Staff Report to the Board of Supervisors for the County of Riverside, agenda item 4.2 of June 26, 2012

Resolution No. 2012-005, A Resolution of the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside Approving Successor Agency Agenda Item 4.2 of June 26, 2012, Related to Property Management Activities at the North Hemet Housing Site

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

314



SUBMITTAL DATE:
June 14, 2012

FROM: Successor Agency to the Redevelopment Agency

SUBJECT: Property Management at the North Hemet Housing Site

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Successor Agency to pay the attached invoices of \$14,000 for property management activities due to vandalism on multiple Agency properties in North Hemet at State Street and Menlo Avenue; and
2. Direct the Successor Agency to submit this item for approval at the next Oversight Board meeting.

BACKGROUND: (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 14,000	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 AGENDA: No

SOURCE OF FUNDS: Former Redevelopment Low-and-Moderate-Income Housing Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:

County Executive Office Signature

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

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

Ayes: Buster, Stone and Ashley
Nays: None
Absent: Tavaglione and Benoit
Date: June 26, 2012
xc: RDA, EDA, Auditor

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 4.4 of 7/26/11

District: 3/3

Agenda Number:

42

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: 6/13/12
 DATE: 5/29/12
 Department: SAMUEL WONG
 FORM APPROVED COUNTY COUNSEL
 BY: 5/29/12
 DATE: MARSHA L. VICTOR

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

BACKGROUND:

In 2010 and 2011, the Redevelopment Agency for the County of Riverside acquired several contiguous parcels in the North Hemet area located north and south of Menlo Avenue at State Street for the North Hemet Revitalization Plan.

Since the acquisitions, the Redevelopment Agency has provided maintenance and property management services in order to comply with Health and Safety Regulations. However, since the abolishment of Redevelopment Agencies, effective February 1, 2012, Successor Agencies are now responsible for decisions formerly made by Redevelopment Agencies while the transition takes place to liquidate property assets.

After the relocation of the former tenants, several buildings have been vandalized and theft has occurred. Since February 1, 2012, the Successor Agency has continued its obligation to maintain the properties and make repairs on the vacant buildings. The Successor Agency secured the site by installing fencing at two separate locations at a cost of \$14,000. This action has assisted in keeping vagrants and the homeless from entering the property to commit any illegal activities.

Property Management services for the North Hemet Project are reflected on the Recognized Obligation Payment Schedule January through June 2012.

Staff recommends approval and payment of this invoice.

Attachment:

Invoice for \$5,500.00

Invoice for \$8,500.00

Construction Work Order \$5,500.00

Construction Work Order \$8,500.00

County of Riverside
Successor Agency to the Redevelopment
Agency for the County of Riverside
3403 Tenth St. Suite 500
Riverside, CA 92501

Date: May 3, 2012

Contract No.: _____
Project No.: _____
Account No.: _____

CONSTRUCTION WORK ORDER

Public Contract Code Section 22032 (a)
(Agency Public Projects \$10,000 or less)

This Construction Work Order ("Work Order") is authorization by the County of Riverside, a political subdivision of the State of California acting in its capacity as Successor Agency to the Redevelopment Agency of the County of Riverside ("Agency") to the undersigned Contractor ("Contractor") to perform the following Work (Include in the description of the Work a list of any drawings, plans, specifications or other documents describing the Work. Attach additional page(s) if necessary):

Work Description ("Work"): To install 369 Lin. Ft. of 6 Ft. Chain link Fencing with Top Rail. 1-26 Ft. Wide x 5 Ft. Chain link Roll Gate with 3- Strand barbwire. 150 Lin. Ft. provide and install 5 Ft. High Chain link Fabric & 3-Strands of barbwire on existing fence post. 340 Lin Ft. remove & dispose of existing chain link fence and gate. The purpose of the project is to secure Agency owned property by installing a fence east along 439-060-010, 439-060-014, to 439-060-015 on Menlo Avenue and North on State Street along aprn 439-060-013, which will help prevent breaks ins and vagrancy which was occurring on the property site. Hemet Code Enforcement and Hemet PD requested assistance to resolve the problem. See Exhibit A attached hereto and incorporated herein.

Subject to the hereinafter stated General Terms and Conditions, Contractor shall be paid for Contractor's proper performance of the Work the following compensation:

Compensation:	
<input checked="" type="checkbox"/> Lump sum amount of \$ 8,500.00_.	<input type="checkbox"/> Reimbursement of actual costs for labor, materials and equipment verified by documentation satisfactory to County to have been incurred and paid by Contractor in performance of the Work plus ___ percent (___%) thereof payable to Contractor for overhead and profit, the sum of which shall not exceed a maximum price of \$_____.

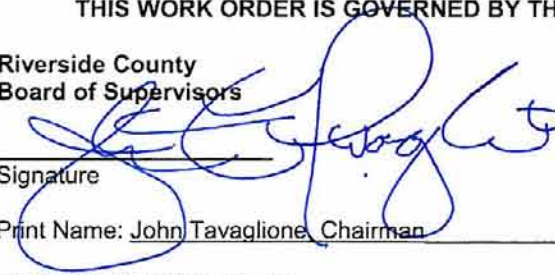
Subject to the hereinafter stated General Terms and Conditions, based upon Application(s) for Payment properly prepared and submitted by Contractor, Agency shall make payment of earned and undisputed amounts to Contractor as follows:


- a single, lump sum payment payable by Agency not more than 60 calendar days after occurrence of the conditions for completion of the Work as defined in California Public Contract Code §7107(c), (1), (2), (3) or (4), whichever of such conditions is earliest satisfied ("Final Completion"); or
- monthly progress payments payable by Agency within 30 calendar days after County's approval of monthly Applications for Payment, less a retention withheld by Agency from each such monthly progress payment of Ten percent (10%) of the progress payment amount, which retention shall be payable by Agency within 60 calendar days following Final Completion of the Work.

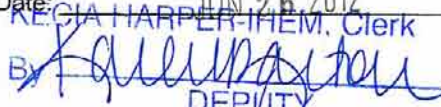
Contractor shall commence the Work within (30) calendar days after receipt of a copy of this Work Order signed by Agency and subject to extensions of time permitted by the General Terms and Conditions shall complete the Work within (2) calendar days after such receipt.

By signing below, Contractor certifies that he is aware of the provisions of California Labor Code §3700 which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the California Labor Code, and that it will comply with such provisions before commencing the performance of the Work. Pursuant to California Labor Code §1771.7, Agency has (effective date: _____) has not adopted a Labor Compliance Program applicable to the Work. For questions or assistance concerning the Labor Compliance Program, contact N/A.


THIS WORK ORDER IS GOVERNED BY THE GENERAL TERMS AND CONDITIONS THAT ACCOMPANY THIS WORK ORDER

Riverside County
Board of Supervisors

Signature
Print Name: John Tavaglione, Chairman
Title: Board of Supervisors

CONTRACTOR: Valley Cities Fence (fence contractor)

Signature
Print Name: DAVID GONZALES
Title: President

ATTEST:
Date: JUN 26 2012
REGIA HARPER-HEM, Clerk

DEPUTY

Date: 5-15-12
Telephone: 714-735-1145 Facsimile:
Email: davecf@gmail.com
State Contractor License No. 575325

FORM APPROVED COUNTY COUNSEL
BY:  MARSHALL VICTOR
DATE: 5/8/12

JUN 26 2012 4.2

GENERAL TERMS AND CONDITIONS

1. Work. Contractor shall provide all labor, materials, equipment, tools, machinery, water, heat, utilities, transportation, supervision, coordination, royalties, permits, fees, licenses, local, state and federal taxes and other facilities and services necessary for proper execution and completion of the Work in accordance with the drawings, plans, specifications and other documents identified in the description of Work set forth in or attached to this Work Order. The Work includes not only that which is expressly shown in such drawings, plans, specifications or other documents, but any work that Contractor in the exercise of reasonable care should reasonably infer therefrom as being necessary to complete the Work in a condition that is suitable for use by Agency.

2. Warranty. Without limitation to Agency's other rights or remedies (including, without limitation, any other warranties required by this Work Order), Contractor warrants that all labor, installation, materials and equipment furnished will be of first-class quality, new, free of liens, claims and security interests of third parties, in conformity with all applicable state, local and federal laws, and free of defects for a period of one year from Final Completion (ordinary wear and tear and unusual abuse or neglect by Agency excepted). Work that does not conform to the foregoing warranty shall be repaired or replaced, together with the repair or replacement of any other work which may be removed, displaced or damaged in so doing.

3. Licenses. Contractor shall possess and maintain for the duration of its performance of the Work and any warranty such contracting and business licenses as are required by applicable laws for the performance of the Work.

4. Permits, Laws. Contractor shall secure and pay for all necessary governmental permits and approvals required for performance of the Work or for use or occupancy of the Work by Agency and comply with all laws applicable to the performance of the Work or Contractor's other obligations under this Work Order.

5. Protection, Safety. Contractor shall take all necessary safety precautions and other preventive actions to protect persons, personal property, adjacent property, landscaping, stored materials, work of other contractors and existing facilities, utilities and structures from injury, loss or damage due to activities of Contractor or its subcontractors, suppliers or equipment operators, of every contracting tier ("Subcontractors").

6. Hazardous Substances. Contractor and Subcontractors shall not generate, manufacture, transport, store or dispose of, nor permit the introduction, use, generation, storage or disposal of, Hazardous Substances on, under or about the property where the Work is to be performed ("Site"), except for Hazardous Substances that: (1) are specified in this Work Order for use in the construction of the Work; (2) are stored and used by Contractor in compliance with applicable laws; (3) do not contain asbestos or polychlorinated biphenyls (PCB's); and (4) do not require a permit or license from, or need not be reported to, a governmental authority. The term "Hazardous Substances" shall mean those materials and substances prohibited, proscribed, or the use of which is controlled by any federal, state or local agency having jurisdiction of such matters.

7. Field Conditions, Coordination, Clean Up. Contractor shall take field measurements and verify field conditions at the Site before commencing the Work. Contractor shall schedule and perform the Work avoiding to the greatest extent possible conflict, delay in or interference with the work of the other contractors, the activities of Agency's own forces and any on-going operation, occupancy or use of Agency's existing facilities on Site. Contractor at all times shall keep the Site free from debris such as waste, rubbish and excess materials and equipment caused by the performance of the Work. Waste and debris shall be placed in temporary dumpsters provided by Contractor for that purposes and shall not be placed in Agency or County waste containers.

8. Nondiscrimination. In the performance of this Work Order, Contractor and Subcontractors shall not discriminate in their recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or disability and shall comply with the provisions of the California Fair Employment Practice Act (commencing with Section 12900 of the California Government Code), the Federal Civil Rights Act of 1964 (P.L. 88-352) and Executive Order No. 11246, and with respect to each such law and shall comply with all amendment thereof and administrative rules and regulations issued pursuant thereto.

9. Labor. Agency has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime Work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to execute the Work ("prevailing wage rates"), which are on file with Agency and will be made available to any interested party on request. No representation is made by Agency that workers are available at such rates. Contractor shall post the prevailing wage rates at the Site. All workers employed by Contractor or its Subcontractors shall be paid not less than the prevailing wage rates. Contractor and Subcontractors shall comply with all applicable laws relating to payment of prevailing wages, hours of work and maintenance and submission of certified payroll reports, including, but not limited to, the requirements of California Labor Code §§ 1775, 1776, 1777.7 and 1813.

10. Utilities. All utilities, including, but not limited to, electricity, water, gas and telephone, used in performance of the Work shall be furnished and paid for by Agency. Agency assumes the responsibility for removal, relocation, and protection of existing main or trunkline utility facilities located at the Site at the time of commencement of the Work which are not identified in this Work Order. Contractor shall be entitled to reasonable additional compensation for, and shall not be responsible for delays caused by, relocating, repairing or removing unidentified utilities.

11. Contractor Status, Subcontractors, Third Parties. Contractor is an independent contractor wholly responsible for the manner in which it performs the Work and assumes responsibility for the acts and omissions of its Subcontractors as they relate to the Work. Contractor shall require each of its Subcontractors to assume toward Contractor all the obligations and responsibilities that Contractor assumes toward Agency. Each agreement Contractor enters into with a Subcontractor is hereby assigned by Contractor to Agency, provided that such assignment is effective only after termination of this Work Order and only for those agreements that Agency accepts in writing. Nothing contained in this Work Order shall create any third-party beneficiary rights in favor of any third persons or entities.

12. Agency Authority. The Agency's Director or his/her Assistant Director designee ("Director") is the only person with authority to bind Agency contractually. Persons acting in the capacity as consulting project managers, construction managers or design consultants to Agency do not have authority to: (1) obligate or commit Agency to any payment of money; (2) obligate Agency to any modification to this Work Order; (3) relieve Contractor of any of its obligations under this Work Order; or (4) approve or order any Work involving delay or extra work.

13. Changes. Changes or additions to the Work may be ordered by Agency without invalidating this Work Order. Subject to the limitations of California Public Contract Code §20142, such changes or additions must be authorized in a writing signed by Agency's Director setting forth a statement of the agreed scope of and price for the change or addition. Changes or additions to the Work performed without such prior written authorization shall be at Contractor's own risk and expense.

14. Differing Site Conditions. Contractor's exclusive right and remedy for claims involving additional compensation or damages due to differing site conditions shall be its rights under California Public Contract Code §7104.

15. Continuous Work. No dispute with respect to any matters relating to the performance of this Work Order or any change or addition to the Work, including, without limitation, the amount of any payment claimed due by Contractor that is disputed in good faith by Agency, shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work, including performance of any disputed Work or disputed changes or additions to the Work.

16. Payments by County. Contractor shall properly prepare and submit its application(s) requesting payment ("Payment Applications"), together with any supporting cost documentation and conditional releases as required by this Work Order, to Agency on or before the fifth (5th) day of the month following the month in which the Work that is the subject of such Payment Application was performed or completed. In the case of monthly progress payments, the payment amount shall not exceed the progressed value of the Work, calculated by multiplying the percentage of the Work that Agency determines, in good faith, to have been properly performed times the lump sum or not-to-exceed price agreed to in this Work Order. Using the appropriate forms provided for in California Civil Code §3262,

Contractor shall submit with each Payment Application requesting progress payment and final payment conditional releases executed by Contractor and each Subcontractor of every contracting tier for Work performed during the period of time covered by the Payment Application. Agency shall have the right to withhold payment for losses caused or threatened as a result of any of the following: (1) defective Work; (2) failure to pay third parties for Work performed; or (3) any other violation of the terms of this Work Order. Agency shall have the right, if deemed necessary in its sole discretion, to issue joint checks made payable to Contractor and any Subcontractor. Acceptance by Contractor of final payment shall be a waiver of all claims for additional compensation, except as to claims identified by Contractor in writing at the time of submitting its Payment Application requesting full and final payment.

17. Securities in Lieu of Retention. If the Work Order provides for retention of amounts from monthly progress payments, then Contractor shall be permitted pursuant to Public Contract Code §22300 to request at Contractor's expense either (1) substitute securities in lieu of monies withheld or retained by Agency or (2) request deposit monies withheld or retained by Agency with an escrow agent.

18. Insurance. Contractor shall provide to Agency, prior to commencing performance under this Work Order, certificate(s) of insurance evidencing that Contractor has purchased policy(ies) of insurance issued by a California admitted insurance carrier with a minimum A.M. Best rating of A:VIII or better providing all of the insurance coverages required under this Work Order, including the following: Workers' Compensation: If the Contractor has employees as defined by the State of California, then Contractor shall provide statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California (including Employers' Liability (Coverage B), Occupational Disease coverage and, if applicable, a Borrowed Servant/Alternate Employer Endorsement) with limits of liability not less than \$1,000,000 per person per accident and endorsed to waive subrogation in favor of the Agency. Commercial General Liability: Contractor shall provide Commercial General Liability insurance coverage, including, but not limited to, premises liability, contractual liability, products and completed operations liability, and personal and advertising injury coverage with limits of liability not less than \$1,000,000 per occurrence combined single limit covering claims that may arise from or out of Contractor's performance of its obligations under this Work Order. If such insurance contains a general aggregate limit, it shall apply separately to this Work Order or be no less than two (2) times the occurrence limit. Vehicle Liability: If vehicles or mobile equipment are used in the Contractor's performance under this Work Order, then Contractor shall provide liability insurance for all owned, non-owned or hired vehicles so used with limits of liability not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Work Order or be no less than two (2) times the occurrence limit. Contractor's Commercial General Liability and Vehicle Liability insurance shall name County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Contractor shall maintain all of the foregoing insurance coverages for the duration of Contractor's performance under this Work Order and any warranties or guaranties provided hereunder. All such policies shall contain provisions giving Agency at least thirty (30) days' written notice of any expiration, cancellation or renewal.

19. Indemnity. To the fullest extent permitted by law, Contractor agrees to indemnify, immediately defend at its own expense and hold harmless, County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective Board of Supervisors, and each of their respective members, officers, employees, agents, insurers and volunteers ("Indemnitee(s)"), through legal counsel reasonably acceptable to Agency, from any and all losses, liabilities, actions, claims, damages and expenses (including, without limitation, attorney's fees and court costs), whether real or alleged, regardless of whether caused in part by such Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee, arising out of or relating to any act or omission of Contractor or a Subcontractor, of any contracting tier; PROVIDED, HOWEVER, that nothing contained herein shall be construed as obligating Contractor to indemnify an Indemnitee for Losses resulting from the sole negligence, active negligence or willful misconduct of such Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee or from a defect in design furnished by such Indemnitee, where such sole negligence, active negligence, willful misconduct or design defect has been determined by agreement of Contractor and that Indemnitee or has been adjudged by the final and binding findings of a court or arbitrator of competent jurisdiction. In instances where the active negligence or willful misconduct of an Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee or a defect in a design furnished by such an Indemnitee accounts for only a portion or percentage of the Loss involved, the obligation of Contractor will be for that portion or percentage of the Loss not due to such active negligence, willful misconduct or design defect. The provisions of this Paragraph shall not be limited to the availability of insurance proceeds and shall survive termination or expiration of this Work Order.

20. Default and Termination. Without limitation to any other right or remedy of Agency at law or in equity, should Contractor fail to perform any obligation under this Work Order and thereafter fail to fully cure such default within five (5) calendar days after issuance of written notice by Agency, or should Contractor file or have filed against it a petition for bankruptcy or have its assets be subject to a general assignment for the benefit of its creditors, become insolvent and or be declared insolvent, or be unable to pay its obligations to its creditors when due, then Agency shall have the option to either (1) without terminating this Work Order take any actions necessary to cure such default and to charge the costs thereof and any other losses resulting therefrom to Contractor or (2) terminate this Work Order, take possession of all tools, equipment, materials and supplies not owned by Contractor, use whatever means are deemed expedient by County to complete the Work and charge the costs thereof and any other losses resulting therefrom to Contractor. In the event of such termination, further payment to Contractor, if any, shall not be due until the Work is completed by Agency.

21. Termination for Convenience. Agency shall have the right at any time, without cause and for its convenience, to terminate this Work Order in whole or in part upon giving Contractor ten (10) calendar days prior written notice. Contractor's sole compensation in the event of such termination shall be its right to be paid for the portion of the Work that is completed, not to exceed a prorated portion of the total agreed compensation for the Work based on Agency's good faith determination of the percentage of Work completed in accordance with this Work Order. Agency shall have no other or further liability to Contractor for any direct, consequential or prospective damages, including, without limitation, prospective loss of profits, loss of bonding capacity, loss of business opportunity or unabsorbed overhead. In the event any termination by Agency under Section 20 is determined to be wrongful, then such termination shall be deemed to be a termination under this Section 21.

22. Time of Essence. All time limits stated in this Work Order relative to the Contractor's performance of its obligations under this Work Order are of the essence. Contractor shall be entitled to an extension of any completion date set forth in this Work Order for delays beyond its control and responsibility provided that Contractor has given Agency written notice of such delay within five (5) calendar days of learning of such delay. Failure to give such notice shall result in a waiver by Contractor of the right to a time extension. Extension of time is the Contractor's sole right and remedy for delay, regardless of the cause (including, without limitation, delay caused by Agency) and is in lieu of any right Contractor may have for additional compensation or damages, which right is hereby waived by Contractor.

23. Assignment. Contractor shall not assign any interest or claim, nor any monies due, under this Work Order without the prior written consent and approval of Agency, which may be granted or withheld in County's sole discretion. Contractor agrees to assign to County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15), or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Work Order. This assignment shall be made and become effective at the time Agency tenders final payment to Contractor, without further acknowledgement by the parties hereto.

24. No Waiver or Limitation. A waiver by either party of any breach of any term or covenant of this Work Order shall not be deemed to be a waiver of any subsequent breach of the same or any other term or covenant whether of the same or a different character. Neither payment for nor acceptance of Work by Agency shall be interpreted as waiving or limiting any of Agency's rights or remedies or as a relieving Contractor from responsibility to comply with its obligations under this Work Order. Rights of Agency under this Work Order shall be in addition to and not a limitation on the Agency's rights otherwise available under applicable laws.

25. Entire Agreement, Requisite Provisions, Severability. This Work Order represents the entire agreement between Agency and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Each and every provision and clause required by applicable laws to be inserted in this Work Order shall be deemed to be inserted. Any provision hereof found to unenforceable shall be deemed severed and separable from the other provisions hereof.

26. Conflicts of Interest. Contractor agrees not to accept any contract or the benefits of any decision in which the Contractor believes or suspects an official of the Agency is "financially interested" (as provided in California Government Code §§1090 and 87100). Contractor represents and warrants that it has neither paid, nor

agreed to pay, nor will it pay, any sums or other consideration to any representative of Agency in connection with this Work Order or any Work hereunder, nor has any such payment or agreement for payment been requested or solicited by any representative of Agency.

27. Attorneys' Fees. If any legal action, arbitration or other legal proceeding is brought in connection with or related to the interpretation, performance or enforcement of this Work Order, including, but not limited to, an action to rescind, the prevailing party therein shall be entitled to recover from the other party the prevailing party's actual costs, expenses, and attorneys' fees at arbitration, trial, and/or on appeal.

Exhibit "A"

Invoice

Valley Cities / Gonzales Fence Inc.

1338 Sixth St.
Norco, CA 92860

Date	Invoice #
2/14/2012	1487

Phone #	Fax #
951-735-1145	951-735-9683

Bill To
EDA / Riverside County 3403 Tenth St. Suite 500 Riverside, Ca 92501

Ship To
955-8346 Tracy

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
RFP#2011-3-004	upon completion	DG	2/14/2012			
Quantity	Item Code	Description			Price Each	Amount
	Fence installation	Materials and labor to install fencing per Proposal and Contract.(See Attached) Job Location: 250 Menlo Aye. Hemet, Ca			8,500.00	8,500.00T
Thank you for your business. Please remit one invoice with payment.					Total	\$8,500.00

RESOLUTION NO. 2012-005

A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE APPROVING SUCCESSOR AGENCY AGENDA ITEM 4.2 OF JUNE 26, 2012, RELATED TO PROPERTY MANAGEMENT ACTIVITIES AT THE NORTH HEMET HOUSING SITE

WHEREAS, redevelopment agencies were dissolved as of February 1, 2012, following a California Supreme Court ruling in *California Redevelopment Association v. Matosantos* upholding Assembly Bill x1 26;

WHEREAS, the Successor Agency to the Redevelopment Agency for the County of Riverside (Successor Agency) is responsible for implementing Assembly Bill x1 26;

WHEREAS, provisions of Assembly Bill x1 26 require that each Successor Agency have an oversight board to oversee and review the actions of the Successor Agency as it winds down the affairs of the former Redevelopment Agency;

WHEREAS, an Oversight Board has been formed, pursuant to Health and Safety Code Section 34179;

WHEREAS, Health and Safety Code Section 34179(e) was amended through Assembly Bill 1484 and requires that all actions taken by the oversight board shall be adopted by resolution; and,

WHEREAS, the Successor Agency recommends Oversight Board approval of payment for the installation of fencing at the North Hemet Housing site, as approved by the County of Riverside Board of Supervisors on June 26, 2012 as Successor Agency agenda item 4.2,

NOW, THEREFORE, BE IT RESOLVED, FOUND, AND DETERMINED by the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside as follows:

1. The Oversight Board approves Successor Agency agenda item 4.2 of June 26, 2012;

1 2. Pursuant to Health and Safety Code Section 34179, all actions taken by the
2 Oversight Board may be reviewed by the State of California Department of Finance, and,
3 therefore, this Resolution shall not be effective until five (5) business days after approval,
4 subject to a request for review by the State of California Department of Finance.

5 **PASSED, APPROVED, AND ADOPTED** by the Oversight Board for the Successor
6 Agency to the Redevelopment Agency for the County of Riverside on July 19, 2012.

7
8 Approved as to Form:
9 Oversight Board Legal Counsel

10
11
12 By: _____

13 James M. Casso
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OVERSIGHT BOARD
FOR THE
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
FOR THE
COUNTY OF RIVERSIDE

Reports, Discussion and Action Items

Meeting Date: July 19, 2012

Action: Approval of Mission Plaza Project First Amended Agreement for Relocation Services Provided by Epic Land Solutions, Inc. via Resolution No. 2012-006 - Successor Agency Agenda Item 4.3, as approved by the County of Riverside Board of Supervisors on June 26, 2012

Disputed Item: No

In ROPS: Yes; Page 9, Item 38 and 40

Amount: \$39,700

Background:

On June 26, 2012, the Board of Supervisors for the County of Riverside (BOS), as the governing Board of the Successor Agency to the Redevelopment Agency for the County of Riverside, approved agenda item 4.3, the First Amended Agreement for Relocation Services with Epic Land Solutions, Inc., and the addition of expenditures within the existing budget to the Recognized Obligation Payment Schedule.

Specific details pertaining to the agenda item are included in the attached staff report to the BOS.

Recommendation: Staff recommends that the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside approve agenda item 4.3 related to the Mission Plaza Project, as approved by the County of Riverside Board of Supervisors on June 26, 2012.

Attachments: Staff Report to the Board of Supervisors for the County of Riverside, agenda item 4.3 of June 26, 2012

Resolution No. 2012-006, A Resolution of the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside Approving Successor Agency Agenda Item 4.3 of June 26, 2012, Related to Relocation Services for the Mission Plaza Project

ITEM NUMBER: 3

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

315



FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:
June 14, 2012

SUBJECT: First Amended Agreement for Relocation Services Provided for the Mission Plaza Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize the Chairman of the Board to execute the First Amended Agreement for relocation Services provided by Epic Land Solutions Inc. for the Mission Plaza project;
2. Direct the Successor Agency to submit this item for approval at the next Oversight Board Meeting; and
3. Authorize the Successor Agency to add expenditures within the existing budget shown on the Initial Recognized Obligation Payment Schedule (IROPS).

BACKGROUND: (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 39,700	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 AGENDA: No

SOURCE OF FUNDS: Former Jurupa Valley Redevelopment Project Area Capital Improvement Funds.	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

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

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

Ayes: Buster, Stone and Ashley
Nays: None
Absent: Tavaglione and Benoit
Date: June 26, 2012
xc: RDA, EDA, Auditor

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 4.2 of 7/26/11

District: 2/2

Agenda Number:

4.3

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 FORM APPROVED COUNTY COUNSEL
 BY: ANITA C. WILLIS
 DATE: 6-4-12

Consent
 Policy
 Consent
 Policy

BACKGROUND:

The Agency selected Consultant Epic Land Solutions Inc. to provide services based on their response to a Request for Qualifications (RFQ) for the Mission Plaza project. Under the original scope of services, Epic Land Solutions Inc. agreed to provide relocation services for two businesses commonly known as Aqua Pura and LaNoria Market which are situated upon the property site of Mission Plaza.

However, since the original scope of work, LaNoria Market has engaged an attorney to oversee their relocation benefits and transactions. This has generated an increase in the agent's task which requires additional hours for Epic's agent to carry out their relocation duties in an effective manner.

Also, since the original scope of work, the Agency has determined the sub-tenants of the swap meet that were evicted by the previous grantor are rightfully entitled to receive Relocation Assistance under Title 25 statutes and the Federal Uniform Act (URA). Epic Land Solutions has successfully accounted for and located 12 sub-tenants of the swap meet that are eligible.

An Amendment to the Agreement is necessary to pay for additional relocation costs which is outlined in Exhibit A.

The project expenditures are shown on the IROPS for the period January through June 2012. With Oversight Board approval the IROPS will be modified to reflect the additional funds that are required.

The First Amended Agreement has been reviewed and approved by County Counsel as to legal form.

Attachment:
First Amended Agreement

1 FIRST AMENDED AGREEMENT BY AND
2 BETWEEN THE COUNTY OF RIVERSIDE AND EPIC LAND SOLUTIONS INC. FOR
3 RELOCATION SERVICES

4 This First Amended AGREEMENT, is made and entered into this 9th day of April, 2012, by and
5 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California acting in its
6 capacity as Successor Agency to the Redevelopment Agency for the County of Riverside (hereinafter
7 "AGENCY"), and EPIC LAND SOLUTIONS INC. (hereinafter "CONSULTANT").

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

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

16 WHEREAS, the County of Riverside and the Former RDA adopted by Ordinance No.
17 675, on July 5, 1989, a redevelopment plan for an area within the County identified as the Jurupa Valley
18 Project Area (JVPA), Rubidoux Sub Area (hereinafter the "PROJECT AREA")

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

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

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

1 WHEREAS, the proposed services provided in this agreement will benefit the PROJECT
2 AREA by facilitating relocations needed for the Mission Plaza project in order to help eliminate blight
3 and revitalize the physical and economic conditions that exist in the PROJECT AREA;

4 WHEREAS, the AGENCY has selected CONSULTANT Epic Land Solutions Inc. to
5 provide services based on their response to a Request for Qualifications (RFP);

6 WHEREAS, CONSULTANT has agreed to provide such services to AGENCY;

7 WHEREAS, an Amendment to the Agreement is necessary to pay for additional
8 relocation cost outlined in Exhibit A, attached hereto and by his reference incorporated herein.

9 NOW, THEREFORE, based on the mutual promises contained herein, the parties hereto
10 agree as follows:

11 1. DESCRIPTION OF SERVICES: CONSULTANT shall provide relocation services in
12 conjunction with the relocation work for the Mission Plaza Project specifically outlined in Exhibit A,
13 attached hereto and by this reference incorporated herein.

14 1.1 CONSULTANT represents and maintains that it is skilled in the professional calling
15 necessary to perform all services, duties and obligations required by this First Amended Agreement to
16 fully and adequately complete the project. CONSULTANT shall perform the services and duties in
17 conformance to and consistent with the standards generally recognized as being employed by
18 professionals in the same discipline in the State of California. CONSULTANT further represents and
19 warrants to the AGENCY that it has all licenses, permits, qualifications and approvals of whatever
20 nature are legally required to practice its profession. CONSULTANT further represents that it shall
21 keep all such licenses and approvals in effect during the term of this First Amended Agreement.

22 2. PERIOD OF PERFORMANCE: This First Amended Agreement shall be effective upon
23 date of execution by AGENCY. CONSULTANT shall commence performance upon the effective date
24 and complete performance within 180 days from said date. CONSULTANT will diligently and
25 responsibly pursue the performance of the services required of it by this First Amended Agreement
26 through project completion unless the work is altered by written Amendment(s) pursuant to Section 12,
27 or terminated as specified in Section 6. All applicable indemnification provisions in this First Amended
28 Agreement shall remain in effect following the termination of this First Amended Agreement.

1 3. COMPENSATION: The AGENCY shall reimburse the CONSULTANT for services
2 performed and expenses incurred in accordance with the terms of this First Amended Agreement.
3 CONSULTANT shall be paid for the relocation service outlined in the invoice detail submitted by the
4 Consultant. The original Agreement amount was \$14,150, and an additional \$25,550 for a total of
5 \$39,700 is now needed for any supplementary relocation expenses that may occur between the amended
6 date and July 1, 2012. The Scope of Work for the relocation service provided by the Consultant is
7 attached to this First Amended Agreement as outlined in Exhibit A. The Agency will reimburse
8 Consultant within forty-five days of receipt of invoice and acceptance of relocation services.

9 4. INDEPENDENT CONSULTANT: AGENCY retains CONSULTANT on an
10 independent contractor basis. CONSULTANT is not, and shall not be considered to be in any manner,
11 an employee or agent of the AGENCY. Personnel performing the services under this First First
12 Amended Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S
13 exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due
14 such personnel in connection with their performance of Service and as required by law.
15 CONSULTANT shall be responsible for all reports and obligations respecting such personnel,
16 including, but not limited to, social security taxes, income tax withholdings, unemployment insurance,
17 and workers' compensation insurance. CONSULTANT and its employees and agents shall maintain
18 professional licenses required by the laws of the State of California at all times while performing
19 services.

20 5. INDEMNIFICATION. CONSULTANT shall indemnify and hold harmless the County
21 of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors,
22 officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives
23 from any liability whatsoever, based or asserted upon any services of CONSULTANT, its officers,
24 employees, subcontractors, agents or representatives arising out of or in any way relating to this First
25 Amended Agreement, including but not limited to property damage, bodily injury, or death or any other
26 element of any kind or nature whatsoever arising from the performance of CONSULTANT, its officers,
27 agents, employees, subcontractors, agents or representatives from this First Amended Agreement.
28 CONSULTANT shall defend, at its sole expense, all costs and fees including, but not limited, to

1 attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its
2 Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of
3 Supervisors, elected and appointed officials, employees, agents and representatives in any claim or
4 action based upon such alleged acts or omissions.

5 With respect to any action or claim subject to indemnification herein by CONSULTANT,
6 CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have
7 the right to adjust, settle, or compromise any such action or claim without the prior consent of
8 AGENCY; provided, however, that any such adjustment, settlement or compromise in no manner
9 whatsoever limits or circumscribes CONSULTANT'S indemnification to AGENCY as set forth herein.

10 CONSULTANT'S obligation hereunder shall be satisfied when CONSULTANT has provided to
11 AGENCY the appropriate form of dismissal relieving AGENCY from any liability for the action or
12 claim involved.

13 The specified insurance limits required in this First Amended Agreement shall in no way limit or
14 circumscribe CONSULTANT'S obligations to indemnify and hold harmless the AGENCY herein from
15 third party claims.

16 In the event there is conflict between this clause and California Civil Code Section 2782, this
17 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the
18 CONSULTANT from indemnifying the AGENCY to the fullest extent allowed by law.

19 6. INSURANCE: Without limiting CONSULTANT'S indemnification, CONSULTANT
20 shall maintain in force at all times during the performance of this First Amended Agreement, insurance
21 policies evidencing coverage during the entire term of the First Amended Agreement as follows:

22 6.1 Workers' Compensation: If CONSULTANT has employees as defined by the State
23 of California, CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A) as
24 prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage
25 B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy
26 shall be endorsed to waive subrogation in favor of the AGENCY and County of Riverside; and, if
27 applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

28 6.2 Commercial General Liability: Commercial General Liability insurance coverage,

1 including, but not limited to, premises liability, contractual liability, completed operations, personal and
2 advertising injury covering claims which may arise from or out of CONSULTANT'S performance of its
3 obligations hereunder. Policy shall name the AGENCY, County of Riverside, special districts, their
4 respective directors, officers, Board of Supervisors, elected officials, employees, agents or
5 representatives as an Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per
6 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply
7 separately to this First Amended Agreement or be no less than two times the occurrence limit.

8 6.3 Vehicle Liability: If CONSULTANT'S vehicles or mobile equipment are used in the
9 performance of the obligations under this First Amended Agreement, CONSULTANT shall maintain
10 liability insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per
11 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply
12 separately to this First Amended Agreement or be no less than two times the occurrence limit.

13 6.4 Professional Liability: CONSULTANT shall maintain Professional Liability
14 Insurance providing coverage for performance of work included within this First Amended Agreement,
15 with a limit of liability of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate. If
16 CONSULTANT'S Professional Liability Insurance is written on a claims made basis rather than an
17 occurrence basis, such insurance shall continue through the term of this First Amended Agreement.
18 Upon termination of this First Amended Agreement or the expiration or cancellation of the claims made
19 insurance policy CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting
20 Endorsement (also known as Tail Coverage); 2) Prior Dates Coverage from a new insurer with a
21 retroactive date back to the date of, or prior to, the inception of this First Amended Agreement; or, 3)
22 demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage
23 with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period
24 of five years beyond the termination of this First Amended Agreement.

25 6.5 General Insurance Provisions - All lines:

26 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the
27 State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such
28 requirements are waived, in writing, by the AGENCY Risk Manager. If the AGENCY'S Risk Manager

1 waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only
2 for one (1) policy term.

3 b. The CONSULTANT'S insurance carrier(s) must declare its insurance deductibles or
4 self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence,
5 such deductibles and/or retentions shall have the prior written consent of the AGENCY Risk Manager
6 before the commencement of operations under this First Amended Agreement. Upon notification of
7 deductibles or self insured retentions which are deemed unacceptable to the AGENCY, at the election of
8 the AGENCY'S Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or eliminate such
9 deductibles or self-insured retentions as respects this First Amended Agreement with the AGENCY, or
10 2) procure a bond which guarantees payment of losses and related investigations, claims administration,
11 defense costs and expenses.

12 c. The CONSULTANT shall cause its insurance carrier(s) to furnish the AGENCY with 1)
13 a properly executed original Certificate(s) of Insurance and certified original copies of endorsements
14 effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the AGENCY
15 Risk Manager, provide original certified copies of policies including all endorsements and all
16 attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and
17 policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than
18 thirty days written notice be given to the AGENCY prior to any material modification or cancellation of
19 such insurance. In the event of a material modification or cancellation of coverage, this First Amended
20 Agreement shall terminate forthwith, unless the AGENCY receives, prior to such effective date, another
21 properly executed original Certificate of Insurance and original copies of endorsements or certified
22 original policies, including all endorsements and attachments thereto evidencing coverages and the
23 insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to
24 do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
25 *CONSULTANT shall not commence operations until the AGENCY has been furnished original*
26 *Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance*
27 *including all endorsements and any and all other attachments as required in this Section.*
28

1 d. It is understood and agreed by the parties hereto and the CONSULTANT'S insurance
2 company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as
3 primary insurance, and the AGENCY'S insurance and/or deductibles and/or self-insured retentions or
4 self-insured programs shall not be construed as contributory.

5 e. If, during the term of this First Amended Agreement or any extension thereof, there is a
6 material change in the scope of services or performance of work, the AGENCY reserves the right to
7 adjust the types of insurance required under this First Amended Agreement and the monetary limits of
8 liability for the insurance coverages required herein, if, in the AGENCY Risk Manager's reasonable
9 judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.
10 CONSULTANT may terminate this First Amended Agreement if it deems that any increase in the
11 amount of insurance required herein is unreasonable.

12 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of
13 subconsultants working under this First Amended Agreement

14 7. COOPERATION BY AGENCY: All information, data, reports, records, and maps as
15 are existing, available to the AGENCY and necessary for carrying out the work described, shall be
16 furnished to CONSULTANT without charge by the AGENCY. The AGENCY shall cooperate with
17 CONSULTANT as appropriate to facilitate, without undue delay, the work to be performed under this
18 First Amended Agreement.

19 8. AUTHORITY OF CONSULTANT: CONSULTANT and its agents, servants,
20 employees and subcontractors shall act at all times in an independent capacity during the term of this
21 First Amended Agreement and shall not act as, and shall not be, nor shall they in any manner be
22 construed to be, agents, officers or employees of AGENCY, and further, CONSULTANT, its agents,
23 servants, employees and subcontractors, shall not in any manner incur or have the power to incur any
24 debt, obligation, or liability against the AGENCY.

25 9. TERMINATION: AGENCY may, by written notice to CONSULTANT, terminate this
26 First Amended Agreement in whole or in part at any time, with or without cause. Such termination may
27 be for AGENCY'S convenience or because of CONSULTANT'S failure to perform its duties and
28

1 obligations under this First Amended Agreement including, but not limited to, the failure of
2 CONSULTANT to timely perform services.

3 9.1 Discontinuance of Services. Upon receipt of written Notice of Termination,
4 CONSULTANT shall discontinue all affected services within seven days of receipt of the notice, unless
5 otherwise directed by the notice, and deliver to the AGENCY all data, estimates, graphs, summaries,
6 reports, and other related materials as may have been prepared or accumulated by CONSULTANT in
7 performance of services, whether completed or in progress.

8 9.2 Effect of Termination for Convenience. If the termination is to be for the
9 convenience of the AGENCY, the AGENCY shall compensate CONSULTANT for services
10 satisfactorily provided through the date of termination. CONSULTANT shall provide documentation
11 deemed adequate by AGENCY'S representative to show the services actually completed by
12 CONSULTANT prior to the date of termination. This First Amended Agreement shall terminate thirty
13 days following receipt by the CONSULTANT of the written Notice of Termination.

14 9.3 Effect of Termination for Cause. If the termination is due to the failure of
15 CONSULTANT to fulfill its obligations under this First First Amended Agreement, CONSULTANT
16 shall be compensated for those services which have been completed and accepted by the AGENCY. In
17 such case, the AGENCY may take over the work and prosecute the same to completion by contract or
18 otherwise. Further, CONSULTANT shall be liable to the AGENCY for any reasonable additional costs
19 incurred by the AGENCY to revise work for which the AGENCY has compensated CONSULTANT
20 under this First Amended Agreement, but which the AGENCY has determined in its sole discretion
21 needs to be revised in part or whole to complete the Project. Following discontinuance of services, the
22 AGENCY may arrange for a meeting with CONSULTANT to determine what steps, if any,
23 CONSULTANT can take to adequately fulfill its requirements under this First First Amended
24 Agreement. In its sole discretion, AGENCY'S representative may propose an adjustment to the terms
25 and conditions of the First Amended Agreement, including the contract price. Such contract
26 adjustments, if accepted in writing by the parties, shall become binding on CONSULTANT and shall be
27 performed as part of this First Amended Agreement. In the event of termination for cause, unless
28 otherwise agreed to in writing by the parties, this First Amended Agreement shall terminate seven days

1 following the date the Notice of Termination was mailed to the CONSULTANT. Termination of this
2 First Amended Agreement for cause may be considered by the AGENCY in determining whether to
3 enter into future First Amended Agreements with CONSULTANT.

4 9.4 Cumulative Remedies. The rights and remedies of the parties provided in this Section
5 are in addition to any other rights and remedies provided by law or under this First Amended
6 Agreement.

7 10. CONFLICT OF INTEREST: CONSULTANT shall have no interest and shall not
8 acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance
9 of services required under this First Amended Agreement.

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

12 SUCCESSOR AGENCY

13 P.O Box 1180
14 Riverside, CA 92502
15 (951) 955-8346
(951) 955-4837 Fax

CONSULTANT

Epic Land Solutions Inc.
3850 Vine Street, Suite 200
Riverside, CA 92507
(951) 321-1800
(951) 321-1836 Fax

16 Any change in designated representatives shall be promptly reported to the other party in order
17 to ensure proper coordination

18 12. ASSIGNMENT: This First Amended Agreement shall not be assigned by
19 CONSULTANT, either in whole or in part, without prior written consent of AGENCY. Any
20 assignment or purported assignment of this First Amended Agreement by CONSULTANT without the
21 prior written consent of AGENCY will be deemed void and of no force or effect.

22 13. NONDISCRIMINATION: CONSULTANT shall ensure that there shall be no
23 discrimination against or segregation of any person, or group of persons, on account of sex, marital
24 status, race, religion, color, creed, national origin, ancestry, sex, physical condition or age in the
25 performance of this First Amended Agreement and that CONSULTANT, Contractor, or any person
26 claiming under or through the AGENCY shall not establish or permit any such practice or practices of
27 discrimination or segregation.
28

1 14. ALTERATION: No alteration or variation of the terms of this First Amended
2 Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral
3 understanding or First Amended Agreement not incorporated herein shall be binding on any of the
4 parties hereto.

5 15. LICENSE AND CERTIFICATION: CONSULTANT verifies upon execution of this
6 First Amended Agreement possession of a current and valid license in compliance with any local, state,
7 and federal laws and regulations relative to the scope of services to be performed under Exhibit A and
8 that service(s) will be performed by properly trained and licensed staff.

9 16. CONFIDENTIALITY: CONSULTANT shall observe all federal, state and AGENCY
10 regulations concerning confidentiality of records. CONSULTANT shall refer all requests for
11 information to AGENCY.

12 17. WORK PRODUCT: All documents, reports, preliminary findings, or data assembled or
13 compiled by CONSULTANT under this First Amended Agreement shall become the property of the
14 AGENCY upon creation. The AGENCY reserves the right to authorize others to use or reproduce such
15 materials. Therefore, such materials shall not be circulated in whole or in part, nor released to the
16 public, without the direct authorization of the AGENCY Director or an authorized designee.

17 18. JURISDICTION, VENUE, ATTORNEY'S FEES: This First Amended Agreement is to
18 be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of
19 the appropriate courts in the County of Riverside, State of California. Should action be brought to
20 enforce or interpret the provisions of the First Amended Agreement, the prevailing party shall be
21 entitled to attorney's fees in addition to whatever other relief is granted.

22 19. WAIVER: Any waiver by AGENCY of any breach of any one (1) or more of the terms
23 of this First Amended Agreement shall not be construed to be a waiver of any subsequent or other
24 breach of the same or of any other term thereof. Failure on the part of the AGENCY to require exact,
25 full and complete compliance with any terms of this First Amended Agreement shall not be construed
26 as in any manner changing the terms hereof or estopping AGENCY from enforcement hereof.

1 20. SEVERABILITY: If any provision in this First Amended Agreement is held by a court
2 of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will
3 nevertheless continue in full force without being impaired or invalidated in any way.

4 21. ENTIRE FIRST AMENDED AGREEMENT: This First Amended Agreement is
5 intended by the parties hereto as a final expression of their understanding with respect to the subject
6 matter hereof, and all prior or contemporaneous First Amended Agreements of any kind or nature
7 relating to the same shall be deemed to be merged herein. Any modifications to the terms of this First
8 Amended Agreement must be in writing and signed by the parties herein.

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

4 SUCCESSOR AGENCY:

5 P.O Box 1180
6 Riverside, CA 92502
7 (951) 955-8346
(951) 955-4837 Fax

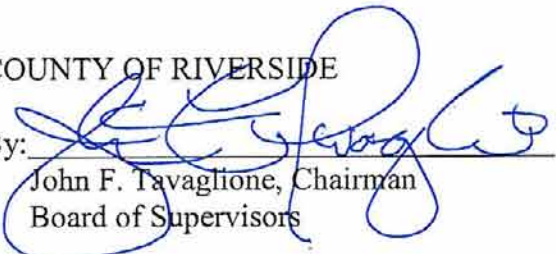
CONSULTANT:

Epic Land Solutions Inc.
3850 Vine Street, Suite 200
Riverside, CA 92507
(951) 321-1800
(951) 321-1836 Fax

8
9 IN WITNESS WHEREOF, the parties hereto have caused their duly representatives to execute this First
10 Amended Agreement.

11 DATED: _____

COUNTY OF RIVERSIDE


12
13 By: 
14 John F. Tavaglione, Chairman
Board of Supervisors

15 ATTEST:

KECIA HARPER-IHEM, Clerk

16 By: 
17 DEPUTY

EPIC LAND SOLUTIONS INC.

18 By: 
19 Lynette Overcamp, SR/WA
20 Vice President

21 **APPROVED AS TO FORM:**

22 PAMELA J. WALLS, County Counsel

23
24 By: 
25 Anita C. Willis, Principal Deputy

Epic Land Solutions, Inc.

2815 Camino Del Rio South, Suite 245
San Diego, CA 92108

Office/VM: 619-822-2763
Fax: 619-574-2667

EXHIBIT "A"

Memorandum

4/9/2012

To: Mike Roma SR/WA & Yolanda King

Real Property Department

Riverside County Redevelopment Agency

From: Walt Evans SR/WA, RW-NAC, RW-RAC

Epic Land Solutions, Inc.

Cc: Jackie Franks, Consultant

Re: **Revised Budget Amendment Request w/ Justification; Discovered Out-of-Scope Work; Under Existing Agreement: Relocation Services 'Mission Plaza Project'**

Under our existing contractual agreement entered into March 21st 2011, Epic Land Solutions, Inc. was retained to conduct relocation assistance services for Riverside County RDA's 'Mission Plaza' project.

Under our original scope of services, Epic Land Solutions, Inc. as 'Relocation Services Consultant' to the County of Riverside Redevelopment 'Agency' was retained to develop and publish an approved 1) relocation plan for two businesses commonly known as 'Aqua Pura' and 'LaNoria Market' situated upon the property site of 'Mission Plaza'. Also, under the same agreement and scope, Epic was asked to carry out statutorily required Relocation Assistance Services for one of those two businesses, namely 'Aqua Pura'. Both the development and publication of an approved Relocation Plan and Relocation Assistance Services to Aqua Pura were completed in a timely manner within full legislative compliance duly accepted by the 'Agency'.

At a point during our initial relocation of 'Aqua Pura', it was determined by the 'Agency' that 'LaNoria Market' required relocation assistance services as well as 'Aqua Pura'. Upon direction from the 'Agency', Epic Land Solutions fully engaged the proposed displacee 'LaNoria Market' with all statutorily required notifications and the mandated initial advisory assistance interview. However, the involvement of an attorney for

‘LaNoria’ at that time precluded Epic’s agent from carrying out said relocation duties in an effective way.

During this time, as a consequence to the County’s ‘Mission Plaza’ project, a lawful eviction occurred whereby the grantor of the previous indoor swap meet located within the ‘Mission Plaza’ property evicted 42 business sub-tenants of the swap meet for non-payment of rent. Since then, a determination was made by the ‘Agency’ that those swap meet sub-tenants are rightfully entitled to receive Relocation Assistance under Title 25 statutes and the Federal Uniform Act (URA). Therefore, these business sub-tenants are fully Relocation Assistance Program (RAP) eligible, entitled to relocation assistance payments under the law as provided by the ‘Agency’s’ relocation assistance ‘Consultant’.

So far, Epic Land Solutions has successfully accounted for and located 12 swap meet businesses eligible to receive fixed (in-lieu) payments under the regulations ranging between \$1,000 to \$20,000 based upon a computation of 2 years tax returns.

As the delegated ‘Agency’ under application of federal and state relocation legislation for these impacted swap meet businesses and the LaNoria Market; coupled with the required completion of advisory interviews with analysis and submission of claims for all lawful payments entitled to displaced businesses; Epic Land Solutions ‘Consultant’ requests the County RDA approve this budgetary amendment request consistent with the following ‘Consultant’ services fee schedule and applicable scope of services.

Out of Scope Service	Per Unit Fee	Total Unit Fee
LaNoria Market (1)	\$9,700 *** (scope of services below)	\$ 9,700
Swap Meet Business (12)	\$2,500 (12) per business (reduced fee per business)	\$ 30,000
TOTAL CONSULTANT FEES		\$ 39,700

LaNoria Market Scope of Services; Comprehensive Claims Administration

- Certified Inventory of all business inventory and personalty such as goods sold.
- Move Service Authorization w/ Competitive Bid Proposals from two to three licensed commercial movers.

--Business Self Move with Documentation & Agreements.

--Move-related Expenses to include oversight for retrofitting (Tenant Improvement's) of replacement site accommodating the new business location.

- a. electrical
- b. plumbing
- c. tenant improvements

d. fixtures and equipment

- Business Reestablishment Expense (BRE) \$10,000 Maximum
 - a. analysis of increased operating expenses
 - b. county/city building permits, business licenses, health permits etc.
- Search Expense \$1,000 Maximum with Log
- A Fixed Payment (In-Lieu) determination w/ analysis if appropriate
- RDA RAP File Management w Comprehensive Diaries, Claim Packages, Copies of Permits and Licenses
- Management Review w/ Closeout for Compliance; Copied and Provided to RDA
- Fixtures and Equipment Negotiations, Agreement, Compensatory Claims; completed w/ Offset statement and Quitclaims
- Compensatory Loss of Goodwill Claims; Application Provided
- Settlement Agreement between Compensatory Loss of goodwill, F & E and Business RAP Claims due to mandated 'no duplication of payments'.

Swap Meet Sub-Tenants (12)

- Conduct RAP Interviews with each for qualification data collection purposes.
- Populate file with all mandated forms, tax returns, notices, business licenses, claims and supporting documentations.
- Preparation with payment request submission to RDA.
- Management Closeout Review of each file assuring full compliance.
- Copy and supply duplicate file for agency audit.

Project Assumptions

- F & E Appraisal is completed and paid for by the agency and accepted by displacee's attorney.
- The displacee agrees with the contributory value associated with the elements of F&E.
- Goodwill appraisal paid and completed by agency and accepted by displacee's attorney.
- The displacee agrees with the contributory value associated with the elements of compensatory Goodwill Loss.

This deliverable relocation project along with all associated action items necessary for **12 swap meet businesses and LaNoria Market** escalated our existing contract agreement by \$39,700 to successfully carry out and complete the 'Mission Plaza' project.

There will be considerable time and effort spent on complying with all mandated regulations while upholding the County's delegated authority of the relocation statutes.

Based upon the actual time and effort expended for this discovered out of scope work, as set forth above, we request Riverside County RDA authorize additional budget of \$39,700 to allow Epic the additional resources required.

Thus, while the our original scope of work and necessary budget remained unchanged; these additional swap meet relocation displacements, meaning LaNoria Market's attorney and consultant involvement with all associated tasks require additional time, effort, analysis, claim preparation and submission for the successful regulatory outcome of this relocation assistance project.

Everyone at Epic Land Solutions appreciates the opportunity to work on behalf of Riverside County Redevelopment Agency, standing readily committed to provide the best possible Right-of-Way services. We take pride assisting the County with the enhancement goals established and thank the County for their support and confidence in our work.

If you should have any questions, please contact Walt Evans directly at (619) 822-2761 or WaltEvans@EpicLand.com

Thank You!

2 **RESOLUTION NO. 2012-006**

3 **A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE**
4 **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE APPROVING**
5 **SUCCESSOR AGENCY AGENDA ITEM 4.3 OF JUNE 26, 2012, RELATED TO**
6 **RELOCATION SERVICES FOR THE MISSION PLAZA PROJECT**

7 **WHEREAS**, redevelopment agencies were dissolved as of February 1, 2012, following
8 a California Supreme Court ruling in *California Redevelopment Association v. Matosantos*
9 upholding Assembly Bill x1 26;

10 **WHEREAS**, the Successor Agency to the Redevelopment Agency for the County of
11 Riverside (Successor Agency) is responsible for implementing Assembly Bill x1 26;

12 **WHEREAS**, provisions of Assembly Bill x1 26 require that each Successor Agency
13 have an oversight board to oversee and review the actions of the Successor Agency as it
14 winds down the affairs of the former Redevelopment Agency;

15 **WHEREAS**, an Oversight Board has been formed, pursuant to Health and Safety
16 Code Section 34179;

17 **WHEREAS**, Health and Safety Code Section 34179(e) was amended through
18 Assembly Bill 1484 and requires that all actions taken by the oversight board shall be adopted
19 by resolution; and,

20 **WHEREAS**, the Successor Agency recommends Oversight Board approval of First
21 Amended Agreement for Relocation Services with Epic Land Solutions, Inc., as approved by
22 the County of Riverside Board of Supervisors on June 26, 2012, as Successor Agency
23 agenda item 4.3,

24 **NOW, THEREFORE, BE IT RESOLVED, FOUND, AND DETERMINED** by the
25 Oversight Board for the Successor Agency to the Redevelopment Agency for the County of
26 Riverside as follows:

- 27 1. The Oversight Board approves Successor Agency agenda item 4.3 of June 26,
28 2012;

1 2. Pursuant to Health and Safety Code Section 34179, all actions taken by the
2 Oversight Board may be reviewed by the State of California Department of Finance, and,
3 therefore, this Resolution shall not be effective until five (5) business days after approval,
4 subject to a request for review by the State of California Department of Finance.

5 **PASSED, APPROVED, AND ADOPTED** by the Oversight Board for the Successor
6 Agency to the Redevelopment Agency for the County of Riverside on July 19, 2012.

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8 Approved as to Form:
9 Oversight Board Legal Counsel

10
11
12 By: _____

13 James M. Casso
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OVERSIGHT BOARD
FOR THE
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
FOR THE
COUNTY OF RIVERSIDE

Reports, Discussion and Action Items

Meeting Date: July 19, 2012

Action: Approval of Thermal Town Street Improvement Project Change Order No. 2 with Hazard Construction Company via Resolution No. 2012-007 - Successor Agency Agenda Item 4.1, as approved by the County of Riverside Board of Supervisors on July 3, 2012

Disputed Item: No

In ROPS: Yes; Page 16, Item 67

Amount: \$167,164

Background:

On July 3, 2012, the Board of Supervisors for the County of Riverside (BOS), as the governing Board of the Successor Agency to the Redevelopment Agency for the County of Riverside, approved agenda item 4.1, Change Order No. 2 with Hazard Construction Company for the Thermal Town Street Improvement Project.

Specific details pertaining to the agenda item are included in the attached staff report to the BOS.

Recommendation: Staff recommends that the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside approve agenda item 4.1 related to the Thermal Town Street Improvement Project, as approved by the County of Riverside Board of Supervisors on July 3, 2012.

Attachments: Staff Report to the Board of Supervisors for the County of Riverside, agenda item 4.1 of July 3, 2012

Resolution No. 2012-007, A Resolution of the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside Approving Successor Agency Agenda Item 4.1 of July 3, 2012, Related to the Thermal Town Street Improvement Project

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

451



SUBMITTAL DATE:
June 21, 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. 2 for the Thermal Town Street Improvement Project in the amount of \$167,164; and
2. Direct the Successor Agency to submit this item for approval at the next Oversight Board meeting.

BACKGROUND: (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 167,164	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: Redevelopment Agency Capital Improvement Funds – Desert Communities Project Area	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

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

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

Ayes: Buster, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: July 3, 2012
xc: RDA, EDA, Auditor

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: 6/21/12
 DATE: 6/21/12
 Department of SAM DEWONG

FORM APPROVED, COUNTY COUNSEL
 BY: 6/21/12
 DATE: 6/21/12
 MARSHA L. VICTOR

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

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. The project is under construction and progressing towards completion. The project includes paving overlay for some streets while others will be fully pulverized and reconstructed. During excavations of existing streets, it was determined that it would be best to fully pulverize more of the streets than originally scoped, which will ensure a better surface and extend the life of the newly paved streets. The change of scope will necessitate increasing quantities for pulverizing, rebalancing and fine grading additional streets while reducing quantities for asphalt concrete and asphalt concrete overlay. This results in a net increase of \$167,164 from the original construction contract.

To allow for the change in scope of improvements additional time will be required for the completion of the project. Change Order No. 2 includes the addition of 45 calendar days to the construction contract.

The funds for Change Order No. 2 will come from the previously approved project budget and will not require additional funds from the agency and will not impact the county's general fund. The project budget, including sufficient contingency amounts to cover this change order, was reflected on the Recognized Obligation Payment Schedule (ROPS). County Counsel has reviewed and approved the attached change order as to form. Staff recommends that the Board of Supervisors approve and execute Change Order No. 2 and direct the Agency to submit the item for approval at the next Oversight Board meeting.

Attachment:

- Hazard Construction Change Order No. 2 (3)

**COUNTY OF RIVERSIDE EDA AS SUCCESSOR AGENCY FOR THE REDEVELOPMENT AGENCY
FOR THE COUNTY OF RIVERSIDE**

CHANGE ORDER NO. 2

Date: 5/17/2012

Project: Thermal Town Street Improvements

To Contractor:
Hazard Construction Company
6465 Marindustry Place
San Diego, CA 92121

Project No: MS4227
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) Reduce Bid Item 6 from 1,600 tons to 31 tons
COR # 4 | (\$156,889.75)
DELETE |
| 2) Increase Bid Item 7 from 1,425 CY to 1,591 CY
COR # 4 | \$9,939.60
ADD |
| 3) Reduce Bid Item 8 from 34,000 SY to 16,218 SY
COR # 4 | (\$248,944.89)
DELETE |
| 4) Install 6" Watertight ADS Drain
COR # 4 | \$8,600.00
ADD |
| 5) Increase Bid Item 9
COR # 4 | \$22,000.00
ADD |
| 6) Increase Bid Item 10
COR # 4 | \$16,000.00
ADD |
| 7) Add Pulverize existing AC 16,526 SY
COR#4 | \$34,703.90
ADD |
| 8) Add Rebalance Grade 22,452 SY
COR # 4 | \$60,619.80
ADD |
| 9) Add Fine Grade Pulverized AC/Base
COR # 4 | \$28,093.63
ADD |
| 10) Add Asphalt Concrete .25' 4,137 TN
COR # 4 | \$393,042.08
ADD |

The specifications, where pertinent, shall apply to these changes.
 This Change Order provides for a time extension of 45 calendar days
 Original Contract Duration (calendar days): 90
 Prior Authorized Time Extension (calendar days): 40
 Revised Construction Duration (calendar days): 175
 Original Contract Completion Date: 3/19/2012
 Revised Contract Completion Date: 6/11/2012

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) [Signature] 6-12-12
 Contractor (signature) Date
W.S. ROGERS, EXEC. VICE PRES./SEC.
 Contractor's Printed name

2) [Signature] _____
 Chairman, Board of Supervisors (signature) Date
John F. Tavaglione
 Chairman, Board of Supervisors

3) [Signature] 6-20-12
 Engineer (signature) Date
Alec M. Yzaguirre
 Engineer's Printed name

4) [Signature] 6.13.12
 Project Manager (signature) Date
Joaquin Tijerina
 Project Manager's Printed name

Original Contract	\$ <u>2,272,832.00</u>
Prior Authorized <input checked="" type="checkbox"/> ADD <input type="checkbox"/> DED	\$ <u>41,237.56</u>
Total Contract Prior to this Change	\$ <u>2,314,069.56</u>
Authorized Changes on this C.O.:	
Addition \$ <u>167,164.37</u>	
Deduction \$ _____	
NET: <input checked="" type="checkbox"/> Addition <input type="checkbox"/> Deduction	\$ <u>167,164.37</u>
Amount of Contract Authorized Including this Change Order	\$ <u>2,481,233.93</u>
Pursuant to:	
<input type="checkbox"/> Board Resolution 2012-034	
<input type="checkbox"/> M.O. and Date _____	

ATTEST:
KECIA HARPER-IHEM, Clerk
[Signature]
 DEPUTY

JUL 03 2012 4.1

Successor Agency Change Order Form - Revised 03-29-12
 FORM APPROVED COUNTY COUNSEL
 BY: [Signature] 6/6/12
 MARSHAL VICTOR DAT

2 **RESOLUTION NO. 2012-007**

3 **A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE**
4 **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE APPROVING**
5 **SUCCESSOR AGENCY AGENDA ITEM 4.1 OF JULY 3, 2012, RELATED TO THE**
6 **THERMAL TOWN STREET IMPROVEMENT PROJECT**

7 **WHEREAS**, redevelopment agencies were dissolved as of February 1, 2012, following
8 a California Supreme Court ruling in *California Redevelopment Association v. Matosantos*
9 upholding Assembly Bill x1 26;

10 **WHEREAS**, the Successor Agency to the Redevelopment Agency for the County of
11 Riverside (Successor Agency) is responsible for implementing Assembly Bill x1 26;

12 **WHEREAS**, provisions of Assembly Bill x1 26 require that each Successor Agency
13 have an oversight board to oversee and review the actions of the Successor Agency as it
14 winds down the affairs of the former Redevelopment Agency;

15 **WHEREAS**, an Oversight Board has been formed, pursuant to Health and Safety
16 Code Section 34179;

17 **WHEREAS**, Health and Safety Code Section 34179(e) was amended through
18 Assembly Bill 1484 and requires that all actions taken by the oversight board shall be adopted
19 by resolution; and,

20 **WHEREAS**, the Successor Agency recommends Oversight Board approval of Change
21 Order No. 2 with Hazard Construction Company for the Thermal Town Street Improvement
22 Project, as approved by the County of Riverside Board of Supervisors on July 3, 2012, as
23 Successor Agency agenda item 4.1,

24 **NOW, THEREFORE, BE IT RESOLVED, FOUND, AND DETERMINED** by the
25 Oversight Board for the Successor Agency to the Redevelopment Agency for the County of
26 Riverside as follows:

- 27 1. The Oversight Board approves Successor Agency agenda item 4.1 of July 3, 2012;
- 28 2. Pursuant to Health and Safety Code Section 34179, all actions taken by the
Oversight Board may be reviewed by the State of California Department of Finance, and,

1 therefore, this Resolution shall not be effective until five (5) business days after approval,
2 subject to a request for review by the State of California Department of Finance.

3 **PASSED, APPROVED, AND ADOPTED** by the Oversight Board for the Successor
4 Agency to the Redevelopment Agency for the County of Riverside on July 19, 2012.

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6 Approved as to Form:

7 Oversight Board Legal Counsel

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10 By: _____

11 James M. Casso

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OVERSIGHT BOARD
FOR THE
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
FOR THE
COUNTY OF RIVERSIDE

Reports, Discussion and Action Items

Meeting Date: July 19, 2012

Action: Approval of Mead Valley Community Center Project Petition for Annexation of Land to Eastern Municipal Water District via Resolution No. 2012-008 - Successor Agency Agenda Item 4.3, as approved by the County of Riverside Board of Supervisors on July 3, 2012

Disputed Item: No

In ROPS: Yes; Page 19, Item 9

Amount: \$1,872

Background:

On July 3, 2012, the Board of Supervisors for the County of Riverside (BOS), as the governing Board of the Successor Agency to the Redevelopment Agency for the County of Riverside, approved agenda item 4.3, the petition for annexation of land to Eastern Municipal Water District for the purpose of providing and operating water and sewer system facilities for the Mead Valley Community Center Project.

Specific details pertaining to the agenda item are included in the attached staff report to the BOS.

Recommendation: Staff recommends that the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside approve agenda item 4.3 related to the Mead Valley Community Center Project, as approved by the County of Riverside Board of Supervisors on July 3, 2012.

Attachments: Staff Report to the Board of Supervisors for the County of Riverside, agenda item 4.3 of July 3, 2012

Resolution No. 2012-008, A Resolution of the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside Approving Successor Agency Agenda Item 4.3 of July 3, 2012, Related to the Mead Valley Community Center Project

ITEM NUMBER: 5

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

432



FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:
June 21, 2012

SUBJECT: Mead Valley Community Center – Eastern Municipal Water District Petition for Annexation

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to execute the attached petition for annexation of land to Eastern Municipal Water Improvement District (EMWD) U-33 and U-34 for the purpose of providing and operating water and sewer system facilities; and
2. Direct the Successor Agency to submit this item for approval at the next Oversight Board meeting.

BACKGROUND: (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$1,872	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: Former I-215 Corridor Redevelopment Project Area Capital Improvement Funds – Mead Valley Sub-Area	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

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

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

Ayes: Buster, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: July 3, 2012
xc: RDA, EDA, Auditor

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

FISCAL PROLEDUKES APPROVED
 PAUL ANGLIO, CPA, AUDITOR-CONTROLLER
 DATE: 6/14/12
 BY: Samuel Wong
 Department of Public Works

FORM APPROVED COUNTY COUNSEL
 MARSHA L. VICTOR
 DATE: 6/14/12
 BY:
 Policy Policy
 Dept's Recomm.: Consent
 Per Exec. Ofc.: Consent

BACKGROUND:

On June 28, 2011, the Board of Directors awarded construction of the Mead Valley Community Center Project to AWI Builders, Inc. Part of AWI Builders, Inc. contract is to install the water and sewer infrastructure as approved by Eastern Municipal Water District (EMWD) under the civil improvements. On December 13, 2011, the Board approved the agreement and MOU with EMWD to operate and maintain the infrastructure installed by the contractor. As part of the approval process, the Agency included a request to EMWD to be annexed into improvement districts U-33 and U-34. In response to that request, a formal annexation petition is required by EMWD before the proposed development can be annexed. The petition includes EMWD Resolution No. 2063.7, which sets the standard and terms and conditions for the annexation of land to EMWD improvement districts. A deposit in the amount of \$200 was previously paid under the request and the remaining balance due is \$1,672.

This fee is reflected on the Initial Recognized Obligation Payment Schedule prepared by the Successor Agency staff and is not an additional cost.

Staff recommends that the Board approve and authorize the Chairman of the Board to execute the attached formal petition for annexation of land to EMWD U-33 and U-34 for the purpose of providing and operating sewer and water system facilities respectively.

Attached:

- Petition for Annexation of Land to Improvement District U-33 and U-34

P E T I T I O N

FOR ANNEXATION OF LAND(S) TO AN IMPROVEMENT
DISTRICT OR IMPROVEMENT DISTRICTS OF THE
EASTERN MUNICIPAL WATER DISTRICT

TO THE BOARD OF DIRECTORS OF THE EASTERN MUNICIPAL WATER DISTRICT:

WHEREAS, I (we) the owner(s) of record of the parcel(s) of land described in the enclosed legal description and map, wish to have said parcel(s) of land annexed to Improvement District Nos. U-33 and U-34 of Eastern Municipal Water District; and

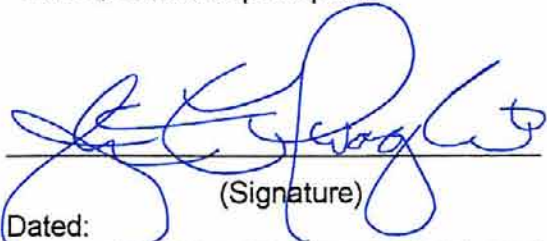
WHEREAS, by Resolution No. 2063.7 adopted November 13, 2002, a copy of which is enclosed, the Board established standard terms and conditions for the annexation of land(s) to an improvement district or improvement districts of Eastern Municipal Water District; and

WHEREAS, the total aggregate cash payment(s) to be associated with the requested annexation(s) covered by this Petition has been determined to be \$1,872.00; and

WHEREAS, the standard terms and conditions contained in Resolution No. 2063.7, including the above-specified amount of cash payment, are acceptable and agreed to.

NOW, THEREFORE, I (we), the undersigned Petitioners, as the owner(s) of record of the parcel(s) of land described in the enclosed legal description and map, do hereby petition that the Board annex said parcel(s) of land to Improvement District Nos. U-33 and U-34 Eastern Municipal Water District under the terms and conditions set forth in Resolution No. 2063.7, including, but not limited to, the requirements for the herewith cash payment of \$1,672.00* and the furnishing of proof of ownership.


* Less \$200.00 deposit paid



(Signature)
Dated: _____
JOHN TAVAGLIONE
CHAIRMAN, BOARD OF SUPERVISOR

(Print Name & Title)

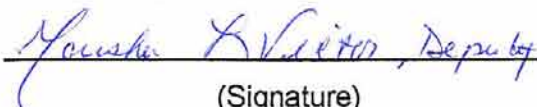
OWNERS



(Signature)
Dated: JUL 03 2012

Kecia Harper-Ihem
CLERK OF THE BOARD

(Print Name & Title)



(Signature)
Dated: 6/4/12

for PAMELA J. WALLS
COUNTY COUNSEL

(Print Name & Title)

JUL 03 2012

4.3

ANNEXATION FEE SUMMARY

APN 318-210-050 and 318-210-070

IMPROVEMENT DISTRICT NOS. U-33 and U-34

State Board of Equalization Processing Fees	500.00
EMWD Annexation Charge (\$200/acre)	<u>1,372.00</u>
	Subtotal \$1,872.00
Less Deposit Paid	<u>(200.00)</u>
	TOTAL \$ 1,672.00

LEGAL DESCRIPTION OF PARCEL
U-33-12-
OF IMPROVEMENT DISTRICT NO. U-33
OF EASTERN MUNICIPAL WATER DISTRICT

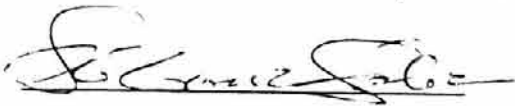
In the County of Riverside, State of California, being a portion of the Northwest Quarter of Section 15, Township 4 South, Range 4 West, San Bernardino Meridian, AND Lot 71 of Record of Survey on file in Book 31 at Pages 2 and 3 of Records of Survey, in office of the County Recorder of said Riverside County, TOGETHER WITH those portions of right of way lying within Rider Street and Lee Road, more particularly described as follows:

BEGINNING at the Northwest Corner of said Section 15, being the centerline intersection of Rider Street and Brown Street as shown on said Record of Survey;

1. Thence along the North Line of said Section and centerline of Rider Street, South $89^{\circ}47'15''$ East a distance of 800.37 feet to the northwest corner of said Lot 71 as shown by said Record of Survey and the TRUE POINT OF BEGINNING;
2. Thence continuing along said North Line and centerline, South $89^{\circ}47'15''$ East a distance of 190.00 feet to the centerline of said Lee Lane;
3. Thence leaving said North Line and along said centerline of Lee Lane, South $00^{\circ}18'30''$ West a distance of 436.66 feet to the southeast corner of said Lot 71;
4. Thence leaving said centerline and along said south line of Lot 71 and the westerly prolongation thereof, North $89^{\circ}41'30''$ West a distance of 800.00 feet to the southeast corner of Lot 1 of said Record of Survey;
5. Thence along the east line of said Lot 1, North $00^{\circ}18'30''$ East a distance of 385.33 feet to the southerly right of way of Rider Street (50 foot half width);
6. Thence along said southerly right of way, South $89^{\circ}47'15''$ East a distance of 610.00 feet to the west line of said Lot 71;
7. Thence along said west line of Lot 71, North $00^{\circ}18'30''$ East a distance of 50.00 feet to the TRUE POINT OF BEGINNING.

The above described parcel contains 6.86 net acres more or less.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.



Alexander E. Gonzalez
P.L.S. 7692

Date 04-06-2012
Author: Nicole Fedor



LEGAL DESCRIPTION OF PARCEL
U-34-12-
OF IMPROVEMENT DISTRICT NO. U-34
OF EASTERN MUNICIPAL WATER DISTRICT

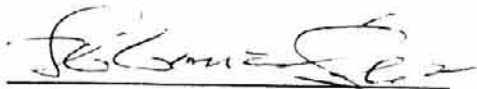
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The above described parcel contains 6.86 net acres more or less.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.



Alexander E. Gonzalez
P.L.S. 7692

Date 04-05-2012
Author: Nicole Fedor

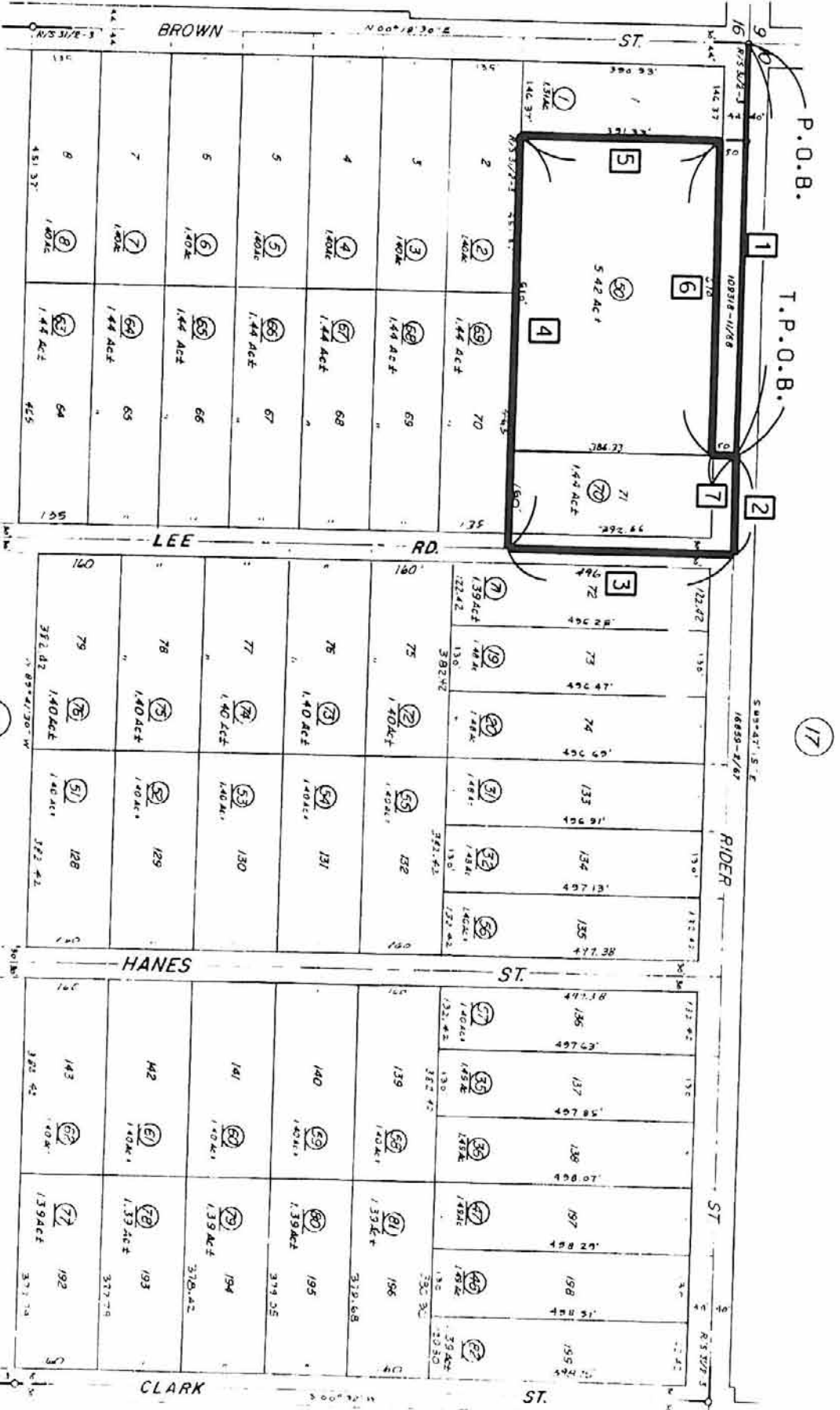


318-21

T.R.A. 0156-044

POR. NW 1/4 SEC. 15, T.4S, R.4W.

THIS MAP IS FOR
ASSESSOR'S PURPOSE ONLY



319
19

NEW T.C.M. NEW

16	30.57
17	31.20
18	31.83
19	32.46
20	33.09
21	33.72
22	34.35
23	34.98
24	35.61
25	36.24
26	36.87
27	37.50
28	38.13
29	38.76
30	39.39

R/S 31/2-3

JUNE 1971

APN317110057_58_59_60 dgn 3/29/2012 5:47:43 PM

ASSESSOR'S MAP BY 318 PG 2
RIVERSIDE COUNTY, CALIF

20

RESOLUTION NO. 2063.7

**A RESOLUTION AMENDING STANDARD
TERMS AND CONDITIONS FOR THE ANNEXATION
OF LANDS TO AN IMPROVEMENT DISTRICT
OF EASTERN MUNICIPAL WATER DISTRICT**

WHEREAS, District has established Improvement District Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 21, 23, 24, U-3, U-5, U-17, U-20, U-24, U-26, U-28, U-30, U-32, U-34, U-36 and Improvement Districts A, D and I for the purpose of financing, providing and operating water system facilities and providing water service therethrough for the lands, inhabitants and developments within their respective boundaries; and

WHEREAS, District has established Improvement District Nos. 17, 19, 20, 22, U-1, U-8, U-9, U-12, U-13, U-14, U-16, U-18, U-19, U-21, U-22, U-23, U-25, U-27, U-29, U-31, U-33, U-35 and Improvement District E, F and G for the purpose of financing, providing and operating sewer system facilities and providing sewer service therethrough for the lands, inhabitants and development within their respective boundaries; and

WHEREAS, District has established Improvement District Nos. 25, U-2, U-4, U-6, U-7, U-10, U-15 and Improvement District C for the purpose of financing, providing and operating water and sewer facilities and providing service therethrough for the land, inhabitants and development within their respective boundaries; and

WHEREAS, District has established Improvement District H for the purpose of financing, providing and operating the recycled water system and providing service therethrough for the lands, inhabitants and development within its boundary; and

WHEREAS, under District policy, lands located outside of the boundaries of an improvement district must be annexed to the applicable District improvement district(s), as determined by the District, as a prerequisite to receiving water and/or sewer service from or through the facilities financed, provided and operated by the involved improvement district(s); and

WHEREAS, it is desirable that the standard terms and conditions to be associated with such future annexation of land(s) to said District improvement district(s) be now amended to permit their incorporation in the standard form petition for annexation. Each applicant for annexation of land(s) to a District improvement district(s) must sign to initiate legal proceedings for an annexation pursuant to Section 72671 of the Water Code of the State of California.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Eastern Municipal Water District that said Board of Directors does hereby, effective immediately:

Resolution No. 2063.7

improvement district(s), shall be financed and provided in accordance with District's Rules and Regulations Governing the Provision of Sewer System Facilities and Service applicable at the time financial and other arrangements for such facilities are made with the District; the applicable provisions of the District's Interagency Agreements with the City of Hemet (dated June 14, 1963 and September 1, 2001), the City of San Jacinto (dated August 17, 1965, July 23, 1974 and October 4, 1982) and Lake Hemet Municipal Water District (dated May 15, 1963 and November 7, 1967), where annexation(s) of land(s) to District's Improvement District No. 17 are involved; and the District's Interagency Agreement with the City of Perris (dated February 6, 1980), where annexation of land(s) outside of District's Assessment District No. 3 to Improvement District E are involved.

2. The foregoing standard terms and conditions shall not be applicable for proposed annexation of land(s) within Assessment District No. 3 to Improvement District E of the District.

ADOPTED, SIGNED AND APPROVED this 13th day of November, 2002.

Rodger D. Siems, President

ATTEST:

Mary C. White, Secretary

(SEAL)

2 **RESOLUTION NO. 2012-008**

3 **A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE**
4 **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE APPROVING**
5 **SUCCESSOR AGENCY AGENDA ITEM 4.3 OF JULY 3, 2012, RELATED TO THE MEAD**
6 **VALLEY COMMUNITY CENTER PROJECT**

7 **WHEREAS**, redevelopment agencies were dissolved as of February 1, 2012, following
8 a California Supreme Court ruling in *California Redevelopment Association v. Matosantos*
9 upholding Assembly Bill x1 26;

10 **WHEREAS**, the Successor Agency to the Redevelopment Agency for the County of
11 Riverside (Successor Agency) is responsible for implementing Assembly Bill x1 26;

12 **WHEREAS**, provisions of Assembly Bill x1 26 require that each Successor Agency
13 have an oversight board to oversee and review the actions of the Successor Agency as it
14 winds down the affairs of the former Redevelopment Agency;

15 **WHEREAS**, an Oversight Board has been formed, pursuant to Health and Safety
16 Code Section 34179;

17 **WHEREAS**, Health and Safety Code Section 34179(e) was amended through
18 Assembly Bill 1484 and requires that all actions taken by the oversight board shall be adopted
19 by resolution; and,

20 **WHEREAS**, the Successor Agency recommends Oversight Board approval of the
21 petition for annexation of land to Eastern Municipal Water District for the Mead Valley
22 Community Center Project, as approved by the County of Riverside Board of Supervisors on
23 July 3, 2012, as Successor Agency agenda item 4.3,

24 **NOW, THEREFORE, BE IT RESOLVED, FOUND, AND DETERMINED** by the
25 Oversight Board for the Successor Agency to the Redevelopment Agency for the County of
26 Riverside as follows:

- 27 1. The Oversight Board approves Successor Agency agenda item 4.3 of July 3, 2012;
- 28 2. Pursuant to Health and Safety Code Section 34179, all actions taken by the
Oversight Board may be reviewed by the State of California Department of Finance, and,

1 therefore, this Resolution shall not be effective until five (5) business days after approval,
2 subject to a request for review by the State of California Department of Finance.

3 **PASSED, APPROVED, AND ADOPTED** by the Oversight Board for the Successor
4 Agency to the Redevelopment Agency for the County of Riverside on July 19, 2012.

5

6 Approved as to Form:

7 Oversight Board Legal Counsel

8

9

10 By: _____

11 James M. Casso

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OVERSIGHT BOARD
FOR THE
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
FOR THE
COUNTY OF RIVERSIDE

Reports, Discussion and Action Items

Meeting Date: July 19, 2012

Action: Approval of Mission Plaza Improvement Project First Amendment to the Agreement with Albert A. Webb Associates for Engineering Services via Resolution No. 2012-009 - Successor Agency Agenda Item 4.4, as approved by the County of Riverside Board of Supervisors on July 3, 2012

Disputed Item: No

In ROPS: Yes; Page 8, Item 21

Amount: \$390,810

Background:

On July 3, 2012, the Board of Supervisors for the County of Riverside (BOS), as the governing Board of the Successor Agency to the Redevelopment Agency for the County of Riverside, approved agenda item 4.4, the First Amendment to the Agreement with Albert A. Webb Associates for Engineering Services for the Mission Plaza Improvement Project.

Specific details pertaining to the agenda item are included in the attached staff report to the BOS.

Recommendation: Staff recommends that the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside approve agenda item 4.4 related to the Mission Plaza Improvement Project, as approved by the County of Riverside Board of Supervisors on July 3, 2012.

Attachments: Staff Report to the Board of Supervisors for the County of Riverside, agenda item 4.4 of July 3, 2012

Resolution No. 2012-009, A Resolution of the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside Approving Successor Agency Agenda Item 4.4 of July 3, 2012, Related to the Mission Plaza Improvement Project

ITEM NUMBER: 6

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

415



SUBMITTAL DATE:
June 21, 2012

FROM: Successor Agency to the Redevelopment Agency

SUBJECT: Mission Plaza Improvement Project – First Amendment

RECOMMENDED MOTION: That the Board of Supervisors:

Approve and authorize the Chairman of the Board to execute the attached first amendment to the agreement for civil engineering design services for the Mission Plaza Improvement Project, between Albert A. Webb Associates and the County of Riverside in the amount of \$390,810.

BACKGROUND: (Commences on Page 2)

REVIEWED BY CIP
Christopher Hans
Christopher Hans

Robert Field
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 390,810	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 Funds (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

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

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

Ayes: Buster, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: July 3, 2012
xc: RDA, EDA, CIP, Auditor

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

Prev. Agn. Ref.: 4.6, 9.5, and 16.1 of 6/14/11 District: 2/2 Agenda Number: **4.4**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel King* 6/20/12
 SAMUEL KING
 DATE: 6/11/12
 MARSHA L. VICTOR

FORM APPROVED COUNTY COUNSEL
 BY: *Marsha L. Victor*
 MARSHA L. VICTOR
 Policy Policy
 Consent Consent
 Dept's Recomm.: Per Exec. Ofc.:

BACKGROUND:

On November 2, 2010, the Board of Directors entered into an agreement with Albert A. Webb Associates for the engineering and design of the Mission Plaza Improvement Project. The project is described as approximately 31 acres of land with Mission Boulevard to the north, Tilton Avenue to the south, Riverview Drive to the west, and Briggs Street to the east, within the Jurupa Valley Redevelopment Project Area. Albert A. Webb Associates scope of services includes, but is not limited to, general civil design; aerial and field surveying; demolition plans; mass grading plans; utility coordination; wet and dry utility plans; street improvement plans; storm drain plans; general plan amendment and change of zone; parcel merger and lot line adjustment; attending meetings; potholing; geotechnical investigation; a Water Quality Management Plan; conformance to and preparation of all California Environmental Quality Act (CEQA) documents; technical studies; traffic studies.

On June 14, 2011, the Board of Directors approved Items 4.6 and 9.5, a lease with Cardenas Markets to construct a finished building pad of approximately 50,000 square feet, on-site and off-site improvements including parking lots, driveways, vehicle access and egress, pedestrian walkways, parking lot landscaping, parking lot lighting, trash bin locations, utility infrastructure, monument signage and tenant directory signage; items previously planned for and identified within CUP03665.

Pursuant to Sections 34177-34181 of the Health and Safety Code, the Agency is authorized to make and execute contracts and other instruments necessary or convenient in compliance with the Enforceable Obligation Payment Schedule (EOPS) as superseded by the Initial Recognized Obligation Payment Schedule (IROPS) as adopted by the Agency and the Oversight Board. The first amendment will finalize any outstanding design, facilitate construction of the Mission Plaza Improvement Project, and allow the Agency to effectuate the existing enforceable obligations.

The first amendment with Albert A. Webb Associates is reflected on the Recognized Obligation Payment Schedule (ROPS) under the line item Civil Engineer Services, Albert A. Webb Associates Amendment. The Civil Engineer Services line item has been reviewed by the Department of Finance (DOF) and has been accepted as an enforceable obligation by DOF.

Staff recommends that the Board approve the attached first amendment to the agreement with Albert A. Webb Associates for civil engineering design services in the amount of \$390,810.

Attached:

- First Amendment to the Agreement

1 **FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT FOR**
2 **ENGINEERING SERVICES FOR THE MISSION PLAZA IMPROVEMENT PROJECT**
3 **BY AND BETWEEN THE REDEVELOPMENT AGENCY FOR THE**
4 **COUNTY OF RIVERSIDE AND ALBERT A. WEBB ASSOCIATES**

5 **THIS FIRST AMENDMENT TO THE AGREEMENT**, is made and entered into
6 this day of July, 2012, by and between the COUNTY OF RIVERSIDE, a political
7 subdivision of the State of California acting in its capacity as Successor Agency to the
8 Redevelopment Agency for the County of Riverside (hereinafter "AGENCY"), and
9 ALBERT A. WEBB ASSOCIATES, (hereinafter "CONSULTANT").

10 **WITNESSETH**

11 **WHEREAS**, AGENCY is the successor in interest to the Redevelopment
12 Agency for the County of Riverside pursuant to the provisions of Section 34173 of the
13 California 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
16 transact business and exercise its powers, all under and pursuant to the provisions of
17 the Community Redevelopment Law, which is Part 1 of Division 24 of the California
18 Health and Safety Code (commencing with Section 33000 et seq.); the Former RDA
19 was terminated as of February 1, 2012 pursuant to section 34172;

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

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

26 ///

27 ///

28 ///

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

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

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

14 **WHEREAS**, the parties entered into the original Agreement ("AGREEMENT") on
15 November 2, 2010, for civil engineering design services for the Mission Plaza
16 Improvement Project ("PROJECT"), for a total PROJECT budget of Five Hundred
17 Seventy-Two Thousand, Seven Hundred Sixty-Six Dollars (\$572,766);

18 **WHEREAS**, unanticipated modifications to the scope of the PROJECT were
19 completed by the CONSULTANT in order to satisfy the City of Jurupa Valley, Rubidoux
20 Community Services District and Riverside County Transportation and Land
21 Management Agency requirements, including, but not limited to, public water and
22 sewer plans, storms drain plans, revisions to the site plan, additional cross sections for
23 Riverview Drive, Mission Boulevard, Briggs Court, revising plans for processing
24 through the City of Jurupa Valley, Certificates of Compliance, Record of Survey, ramp
25 improvements to Rubidoux Boulevard and State Route 60, Traffic Signal Modifications
26 to Riverview Drive and Mission Boulevard, Street Vacations, utility relocations and
27 additional coordination efforts;

28 ///

1 **WHEREAS**, the additional fee for those services is Three Hundred Ninety
2 Thousand, Eight Hundred Ten Dollars (\$390,810), for a total project budget of Nine
3 Hundred Sixty-Three Thousand, Five Hundred Seventy-Six Dollars (\$963,576);

4 **WHEREAS**, the First Amendment (“FIRST AMENDMENT”) will finalize any
5 outstanding design, facilitate construction of the Mission Plaza Improvement Project,
6 and allow the AGENCY to effectuate the existing enforceable obligations; and

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

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

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

13 1. **DESCRIPTION OF SERVICES:** CONSULTANT shall provide all services
14 as specified within the AGREEMENT’S “Exhibit A,” Scope of Work and
15 FIRST AMENDMENT’S “Exhibit A-2” including, but not limited to,
16 PROJECT civil design; aerial and field surveying; demolition plans; mass
17 grading plans; utility coordination; wet and dry utility plans; street
18 improvement plans; storm drain plans; plot plan; PROJECT general plan
19 amendment and change of zone; certificates of compliance, utility
20 coordination, landscaping plans, State Route 60 on-ramp and off-ramp
21 plans, parcel mergers and lot line adjustment; attending meetings;
22 potholing; geotechnical investigation; a Water Quality Management Plan;
23 conformance to and preparation of all California Environmental Quality
24 Act (CEQA) documents; technical studies; traffic studies.

25 1.2 CONSULTANT represents and maintains that it is skilled in the
26 professional calling necessary to perform all services, duties and
27 obligations required by the AGREEMENT and FIRST AMENDMENT to
28 fully and adequately complete the PROJECT. CONSULTANT shall

1 perform the services and duties in conformance to and consistent with
2 the standards generally recognized as being employed by professionals
3 in the same discipline in the State of California. CONSULTANT further
4 represents and warrants to the AGENCY that it has all licenses, permits,
5 qualifications and approvals of whatever nature are legally required to
6 practice its profession. CONSULTANT further represents that it shall
7 keep all such licenses and approvals in effect during the term of the
8 AGREEMENT and FIRST AMENDMENT.

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

11 2. **PERIOD OF PERFORMANCE:** CONSULTANT shall commence and
12 complete design performance no later than July 31, 2014.
13 CONSULTANT will diligently and responsibly pursue the performance of
14 the services required of it by the AGREEMENT and FIRST AMENDMENT
15 through PROJECT completion unless the work is altered by written
16 amendment(s) pursuant to Section 14, or terminated as specified in
17 Section 9. All applicable indemnification provisions in the AGREEMENT
18 shall remain in effect following the termination of the AGREEMENT.

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

21 3. **COMPENSATION:** The AGENCY shall pay the CONSULTANT on a lump
22 sum amount not-to-exceed Nine Hundred Sixty-Three Thousand, Five
23 Hundred Seventy-Six Dollars (\$963,576), including reimbursable
24 expenses. CONSULTANT shall submit monthly invoices to the AGENCY
25 for progress payments based on work completed to date and line items
26 identified within Exhibit "A."

27 3.1 Said compensation shall be paid in accordance with an invoice submitted
28 to AGENCY by CONSULTANT within fifteen (15) days from the last day

1 of each calendar month, and AGENCY shall pay the invoice within thirty
2 (30) working days from the date of receipt of the invoice.

3 3.2 Certain Classifications of Labor under this contract may be subject to
4 prevailing wage requirements. It is anticipated that survey and/or soils
5 testing work will or may be performed, which classifications are subject to
6 payment of prevailing wage when performed as pre-construction or
7 construction activities on a public works project.

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

27 Pursuant to Section 1773 of the Labor Code, the general prevailing wage
28 rates, including the per diem wages applicable to the work, and for

1 holiday and overtime work, including employer payments for health and
2 welfare, pension, vacation, and similar purposes, in the county in which
3 the work is to be done have been determined by the Director of the
4 California Department of Industrial Relations. These wages are available
5 from the California Department of Industrial Relations' Internet website at
6 <http://www.dir.ca.gov>, and are available at the main office of AGENCY.

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

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

12 **AGENCY**

13 Charles Waltman
14 Deputy Executive Director
15 County of Riverside
16 3403 Tenth Street
Riverside, CA 92501
Phone: (951)955-0911
Fax: (951)955-4890

CONSULTANT

Mohammad Faghihi
Vice President
Albert A. Webb Associates
3788 McCray Street
Riverside, CA 92506
Phone: (951)686-1070
Fax: (951)788-1256

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

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

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

25 **COUNTY OF RIVERSIDE**

26 PO Box 1180
27 Riverside, CA 92501
28 Attention: Erik Sydow

ALBERT A. WEBB ASSOCIATES

3788 McCray Street
Riverside, CA 92501
Attention: Mohammad Faghihi


///

///

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 CONSULTANT, have executed this Agreement as of the date first above written.

4
5 **COUNTY OF RIVERSIDE**

ALBERT A. WEBB ASSOCIATES

6
7
8 
9 _____
10 John Tavaglione
11 Chairman, Board of Supervisors



12 Mohammad Faghihi
13 Senior Vice President

14
15 **ATTEST:**
16 Kecia Harper-Ihem
17 Clerk of the Board



18 Deputy

19 **APPROVED AS TO FORM:**
20 Marsha Victor, Deputy
21 County Counsel



22 Deputy

23
24
25 S:\RDACOM\FORMS 11\IN PROCESS\Form 11 Attachments\11482) 1st Amendment Albert A. Webb Agreement-Mission Plaza
26 Improvement Project.doc

EXHIBIT "A"

Scope of Work Option 2 With Parcel Merger and Lot Line Adjustment

Phase 1 – Preliminary Design

A. Conceptual Stage

- 1. Base Mapping Including Aerial Topography and Boundary Survey and Lot Lines**
 - Provide a contour and topography base map based on aerial photography that extends at least 250 feet beyond the Project boundaries.
 - Prepare a site boundary map.
 - Provide topographic survey for 25' minimum interval street cross sections, and as needed for any other critical tie-in locations, elevations, and private property tie-ins.

- 2. Utility Research and Base Map**
 - Coordinate with the appropriate public and private utilities to determine the location of existing and proposed utility lines and easements, transformer and meter locations, and fixture schedules.
 - Coordination efforts shall include all future design of new utilities, utility relocation, and shall include scheduling any necessary relocation for the Redevelopment Agency on the County of Riverside's ("Agency") behalf so as not to cause construction delays.

- 3. Development of Overall Site Master Plan**
 - Assist KTG Y Group with the development of the overall site master plan.
 - Coordinate with RDA and KTG Y to finalize the site master plan.

- 4. Development of Conceptual WQMP Master Plan**
 - Prepare conceptual WQMP Master Plan for the entire site.

- 5. Development of Conceptual Backbone Infrastructure Master Plan**

- Prepare conceptual backbone infrastructure master plan for street, storm drain, and wet utilities.

6. Preparation of Traffic Study

- Prepare Traffic Impact Analysis in accordance with County requirements.
- Determine project trip generation, trip distribution, study area, intersections to study, roadway links to analyze, background traffic assumptions, and other related projects for cumulative analysis.

Traffic Studies will analyze the following scenarios:

Existing conditions

Existing + ambient + project

Existing + ambient + cumulative

Existing + ambient + cumulative + project

- Prepare the traffic study scoping agreements and solicit input and approval from the County of Riverside.
- Base Traffic Estimate – Provide existing traffic conditions for the study intersections. Manually count existing peak hour counts for the intersections (assume 12 intersections) in accordance with County requirements. The analysis period is based on the peaking characteristics of roadway network and development. The typical analysis period for the development is weekday AM and PM peak hours. Evaluate all of the information to create the most accurate base traffic estimate. Obtain traffic control, intersection geometrics, and lane configurations.
- Analyze existing condition scenario: Determine Level of Service (LOS) and capacity of the study area intersections (total of 12 intersections) and roadway links for the existing traffic conditions.
- Analyze project completion scenario: Traffic conditions prior to the time that the proposed development is completed will be estimated by increasing the existing traffic counts by an appropriate growth rate projected to the year that the project is

estimated to be completed. Traffic generated by the proposed project will then be added, and the impacts on the circulation system will be analyzed.

- Analyze cumulative scenario: Traffic generated by other related projects in the study area will be identified and added to the project completion. This will also include projects that are proposed and are in the review process, but not yet fully approved.
- Recommend intersection and roadway improvements to maintain acceptable Level of Service for all scenarios individually.
- Our scope of services do not include General Plan Build-out scenario that may be required by the County of Riverside.

7. Obtain a Will Serve Letter from the Rubidoux Community Services District (RCSD) for Master Plan

- Prepare and submit a letter requesting water and sewer services to the RCSD.
- Provide coordination with the RCSD to obtain a Will Serve letter.

8. Prepare Conceptual Mission Boulevard Reconstruction Alternatives

- Prepare conceptual Mission Boulevard street, median, landscaping, striping, and traffic signal reconstruction alternatives (2).
- Provide coordination with the Riverside County Transportation Department for approval of conceptual alternatives.

9. Prepare Master Project Schedule

- Prepare master project schedule that includes demolition time frame, conceptual stage, environmental document preparation stage, design development/plot plan stage, final design/construction document preparation stage, and bidding and construction phase.

10. Project Management and Coordination of Conceptual phase

- Provide coordination and attend meetings as necessary in connection with the following agencies and departments:

County of Riverside Redevelopment Agency (RDA)

County of Riverside Transportation Department (Transportation)

County of Riverside Planning Department (Planning)

County of Riverside Fire Department (Fire)

County of Riverside Building & Safety Department (B&S)

Riverside County Flood Control and Water Conservation District (RCFC&WCD).

Rubidoux Community Services District (RCSD)

California State Water Quality Control Board

And other consultants

B. Design Development/Plot Plan Stage

1. Preparation of Plot Plan for Commercial Site

- Utilizing the site plan provided by the site Architect in AutoCAD format, prepare a Plot Plan exhibit which will include the following information:
 - Names, addresses, and phone numbers of owner, applicant, and representative.
 - Project identification, such as assessor parcel number, street address, legal description, vicinity map.
 - Project boundary, dimensions, gross and net acreages.
 - Project site and surrounding properties, existing and proposed zoning, and land uses.
 - Identify utility purveyors, school district, and community service districts.
 - Locate and identify existing public utility easements, transmission lines, power and telephone poles, underground utilities; existing and proposed

streets and right-of-ways, grades, and centerlines; easements of record; legal access to property.

- Typical street cross-sections.
- Show existing topography.
- Preliminary grading, including cut and fill slopes; preliminary earthwork estimate.
- Preliminary spot elevations.
- Preliminary drainage plan.
- Location and dimensions of proposed and existing fencing, gates, walls, turnout, turnaround, curb, drainage structures, above and below ground structures, etc.
- Location and dimensions of proposed parking, parking spaces, loading and unloading, handicapped, and compact parking spaces.
- Location and dimensions of existing and proposed ingress and egress and methods of vehicular circulation.
- Location and dimensions of any existing and proposed buildings, structures, etc.
- Identify landscaped areas.
- Locate and identify amount of flammable/combustible liquids, and waste oil, above and below ground.
- Type of construction and occupancy classification per UBC.

2. Preparation of General Plan Amendment (GPA) and Change of Zone (COZ) Application Packages

General Plan Amendment (GPA)

- Preparation of General Plan Amendment (GPA) application;
- Preparation of General Plan Amendment (GPA) exhibit;
- Submittal of General Plan Amendment (GPA) application;

- Attend Planning Commission hearing on behalf of client for General Plan Initiation Process (GPIP);
- Attend Board of Supervisors hearing on behalf of client for General Plan Initiation Process (GPIP);
- Attend Planning Commission hearing on behalf of client for General Plan Amendment application (GPA);
- Attend Board of Supervisors hearing on behalf of client for General Plan Amendment application (GPA);
- Coordination and meetings with Riverside County Staff through review and processing of General Plan Initiation Process (GPIP) and General Plan Amendment (GPA) application;
- Coordination with client through review and processing of General Plan Initiation Process (GPIP) and General Plan Amendment (GPA) application;

Change of Zone (COZ)

- Preparation of Change of Zone (CZ) application;
- Preparation of Change of Zone (CZ) exhibit;
- Submittal of Change of Zone (CZ) application;
- Attend Planning Commission hearing on behalf of client for Change of Zone application;
- Attend Board of Supervisors hearing on behalf of client for Change of Zone application;
- Coordination and meetings with Riverside County Staff through review and processing of Change of Zone (CZ) application;
- Coordination with client through review and processing of Change of Zone (CZ) application;
- Preparation and processing of Final Zoning Map

3. Preparation of Preliminary Mass Grading Plan

- Prepare mass grading plans for the entire site.
- Prepare estimate of site grading quantities and site balance calculations. Albert A. Webb Associates does not guarantee that the site will balance.
- Process mass grading plans through the County of Riverside and acquire approval for RDA to obtain a grading permit.

4. Preparation of Demolition Plan for the Overall Site

- Prepare demolition plan for the overall site (Not including Hazardous Materials Surveys).

5. Preparation of Geotechnical Report for the Overall Site

- Perform 16 exploratory borings and cone penetration soundings.
- Perform geological evaluation of the site that will include a review of aerial photographs and pertinent data to determine if any geological hazards, such as faulting, exists at the site.
- Develop information for design, including site acceleration, liquefaction evaluation, and parameters for determination of seismic settlement.
- Perform laboratory testing to determine optimum moisture – maximum density of sub-soil sampled.
- Perform test to determine the consolidation characteristics and shear strength of representative samples.
- Perform grain size analysis to determine the liquefaction potential of the subsurface soils.
- Prepare report that contains information on the subsurface characteristics of the soils at the entire site with respect to building support, any seismic hazards and their effect on the proposed development, information on seismic acceleration which can be expected at the site, information to remediate subsurface soils, information

concerning the potential of liquefaction and the amount of seismic settlement and dry sand settlement which can be expected at the site.

6. Preparation of Preliminary Hydrology/Hydraulics report

- Prepare preliminary hydrology analysis to determine project runoff volumes for the developed conditions.
- Provide review/analysis of existing storm drain facilities to determine adequacy to accept project runoff.

7. Preparation of Preliminary WQMP

- Prepare a Preliminary Water Quality Management Plan for the entire site.
- Prepare Preliminary WQMP Best Management Practices (BMPs) to include design, placement and calculations.
- Prepare Preliminary WQMP drawings to show installation information.
- Process Preliminary WQMP through local agencies for review and approval.

8. Preparation of Environmental Compliance Documents

With respect to compliance with the California Environmental Quality Act (CEQA), WEBB proposes to prepare an Initial Study (IS) and Mitigated Negative Declaration (MND) for the proposed project. The IS, which will be informed by the technical studies discussed in the preceding paragraphs the geotechnical and soils report, the hydrology report, and the Phase I ESA and biological resources assessment provided by the Agency, will contain a rigorous analysis of the potential impacts associated with the proposed Mission Plaza Project. To comply with CEQA, WEBB will:

- Participate in a kick-off meeting with EDA to initiate the CEQA process
- Prepare a project description for review and approval by the project team and Agency prior to preparation of the Initial Study checklist.

- Prepare an IS per Section 15063 of the *State CEQA Guidelines* utilizing the County's Initial Study checklist with sufficient detail to make a determination as to whether impacts resulting from the proposed project are less than significant or less than significant with mitigation, in which case an MND may be prepared. The IS will include maps and graphics as appropriate. Up to five copies of the screencheck IS will be produced and submitted to the Agency for review and comment.
- Incorporate one round of revisions based on staff comments on the screencheck IS and prepare the public review IS/MND document.
- Print and comb bind up to 20 hard copies of the IS/MND with technical appendices on CD. These copies will be distributed as follows: 15 to State Clearinghouse, one to the Rubidoux Library, four to the Agency.
- Prepare the Notice of Completion and Environmental Document Transmittal.
- Distribute the IS/MND for a 30-day public review period per Section 15073 of the *State CEQA Guidelines*. The IS/MND will be distributed to agencies on the distribution list in CD format. Notices will be mailed to up to 50 agencies and property owners.
- Prepare responses to comments received during the public review period.
- Prepare the Mitigation Monitoring and Reporting Program (MMRP) per Section 15097 of the *State CEQA Guidelines*.
- Prepare (on the Agency's behalf), all legal notices, including the Notice of Intent to Adopt a Mitigated Negative Declaration, and the Notice of Determination.
- Distribute and post the CEQA notices.
- Provide the County with up to 10 copies of the Final IS/MND with the response to comments, and MMRP attached and technical appendices on CD.

9. Preparation of Environmental Compliance Technical Studies

Air Quality and Green House Gas Analysis

- Prepare air quality analysis report to include estimated change in air quality emissions from the existing land use plan to the proposed land use plan.

- Prepare green house gas analysis pursuant to the County's protocol.

Acoustical Analysis

- Prepare acoustical analysis to include an analysis of impacts to the project's adjacent land uses.

Archeological Study

- Conduct a historical/archaeological resources records search that encompasses the project area at the Eastern Information Center (EIC) located on the campus of the University of California, Riverside.
- Conduct general historical background research using archival materials and early maps to determine historic land uses and development trends of the project area and vicinity.
- Conduct a field survey of the project area following standard professional archaeological procedures.
- Field record any artifacts, features, sites or structures greater than 45 years of age.
- Conduct site-specific historical studies, including archival research, interviews, and consultations, as warranted, to determine past land uses and building histories and owners and to explore historical associations.
- Complete standard site records (DPR 523 forms) on any resources that merit formal recordation under guidelines set forth by the California State Office of Historic Preservation and submit them to the EIC.
- Prepare final report that identifies all potential cultural resources within the project area, discussed their integrity and historical significance, evaluates the buildings for historical significance, and recommends subsequent courses of action regarding such resources, if necessary.

10. Preparation of Parcel Merger and Lot line Adjustment (LLA)

- Preparation of Lot Line Adjustment (LLA) application;
- Preparation of Lot Line Adjustment (LLA) exhibit;
- Submittal of Lot Line Adjustment (LLA) application;
- Coordination and meetings with Riverside County Staff through review and processing of Lot Line Adjustment (LLA) application;
- Coordination with client through review and processing of Lot Line Adjustment (LLA) application;

11. Conduct Underground Utility Pothole Investigation

- Perform underground utility pothole investigation for 10 locations to determine utility type, direction, material, and dimensions.
- Establish survey reference marks and elevations of ground surface area adjacent to pothole location.
- Prepare potholing plans with utility depths and for connections to necessary facilities and submit plans to all potentially affected utilities for their review and modification.

12. Assist EDA in processing the Plot Plan and LLA through Entitlement

- Assist EDA in processing the Plot Plan and LLA through Entitlement.

13. Preparation of Preliminary Cost Estimates

- Prepare preliminary cost estimates.

14. Maintenance Master Project Schedule

- Maintain Master Project Schedule that includes conceptual stage, environment document preparation stage, design development/plot plan stage, final design/construction document preparation stage, and bidding and construction phase.

15. Project Management and Coordination of Design Development/Plot Plan Phase

- Provide coordination and attend meetings as necessary in connection with following agencies and departments:

County of Riverside Redevelopment Agency (RDA)

County of Riverside Transportation Department (Trans)

County of Riverside Planning Department (Planning)

County of Riverside Fire Department (Fire)

County of Riverside Building & Safety Department (B&S)

Riverside County Flood Control and Water Conservation District (RCFC&WCD).

Rubidoux Community Services District (RCSD)

California State Water Quality Control Board

And other consultants

Phase 2 – Construction Documents

1. Finalization of Mass Grading Plan for Site balance

- Finalize mass grading plans for the entire site.
- Update estimate of site grading quantities and site balance calculations. Albert A. Webb Associates does not guarantee that the site will balance.

2. Preparation of Precise Grading Plan for the Commercial Site

- Prepare a detailed site grading plan including horizontal and vertical control for building finish floor(s), curbs, gutters, parking areas, and driveways.
- Prepare estimate of grading quantities and site balance calculations based on factors contained in the Project's Preliminary Soils Report.
- Coordinate design with RDA, site architect, and design team members.
- Process plans through local agencies for review and approval in order for RDA to obtain a grading permit.

3. Preparation of Off-Site Street, Storm Drain, Traffic Signal, and Signing & Striping Plans

Street Improvement Plans

- Prepare street improvement plans for Mission Boulevard, Riverview Drive, Tilton Avenue, and the connector street from the commercial site through future residential site.
- Mission Boulevard median modification (excludes landscape).

Storm Drain Improvement Plans

- Prepare off-site storm drain improvement plans.

Traffic Signal Plans

- Prepare traffic signal modification plans for Mission Boulevard and Avalon Street/Project Driveway intersection.

Signing and Striping Plans

- Prepare signing and striping plans for Mission Boulevard, Riverview Drive, Tilton Avenue, and the connector street.

4. Preparation of On-Site Wet Utility Plans

- Coordinate with RDA, architect, and design team to determine required flow rates and points of connection (POC) for domestic water service, irrigation water service, and waste disposal laterals.
- Provide one unified on-site utility plan for the private water services from public POC to within five feet (5') of the building and for the sanitary sewer laterals from public POC to within five feet (5') of the building.
- Process plans through local agencies for review and approval.

5. Preparation of On-Site Dry Utility Plans

- Prepare On-Site Dry Utility Plans.
- Obtain approval on all dry utilities from all utility purveyors including, but not limited to, Southern California Edison and Southern California Gas Company.

6. Coordination of any Utility Relocations

- Provide coordination with the utility providers for the relocation.

7. Preparation of Final Hydrology/Hydraulic Report

- Prepare on-site hydrology calculations for determination of on-site flow rates for utilization in preparation of storm drain plans.
- Prepare hydraulic calculations for the sizing and design of storm drain lines and the water quality facilities.
- Process drainage study through RCFCDD and other County Departments.

8. Preparation of Final WQMP (F-WQMP)

- Prepare a Final Water Quality Management Plan (F-WQMP) Report for the entire site.
- Prepare F-WQMP Best Management Practices (BMPs) to include design, placement and calculations.
- Prepare F-WQMP drawings to show installation information.
- Process F-WQMP through local agencies for review and approval.

9. Preparation of SWPPP

- Prepare and submit Notice of Intent (NOI) to the California State Water Quality Control Board.

- Prepare Storm Water Pollution Prevention Plan (SWPPP) and Report, and file application per NPDES requirements.
- Request Notice of Receipt and WDID number assigned to the project by the California State Water Quality Control Board.
- Prepare Erosion Control Plan to include erosion control measures as identified in the SWPPP.

10. Preparation of Parcel Merger and LLA

- Prepare grant deeds for each parcel of the Parcel Mergers for relocation.
- Prepare grant deeds for each parcel of LLA for recordation.

11. Preparation of Final Easement Documents

- Prepare easement documents (Maximum of Five).

12. Preparation of Final Cost Estimates

- Prepare cost estimates for the improvements at 50%, 90%, and final submittals.

13. Preparation of Bid Specifications

- Prepare preliminary and final bid specifications.

14. Maintenance of Master Project Schedule

- Maintain Master Project Schedule that includes conceptual stage, environment document preparation stage, design development/plot plan stage, final design/construction document preparation stage, and bidding and construction phase.

15. Project Management and Coordination of the Construction Document Phase

- Provide coordination and attend meetings as necessary in connection with following agencies and departments:

County of Riverside Redevelopment Agency (RDA)

County of Riverside Transportation Department (Trans)

County of Riverside Planning Department (Planning)

County of Riverside Fire Department (Fire)

County of Riverside Building & Safety Department (B&S)

Riverside County Flood Control and Water Conservation District (RCFC&WCD).

Rubidoux Community Services District (RCSD)

California State Water Quality Control Board

And other consultants

Phase 3 – Bidding and Construction Phase

1. Provide Bid Support Services

- Coordinate to have bid notices inviting bid advertised and posted.
- Prepare bid package. Conduct pre-bid meeting. Responses to bidder's questions and prepare addenda.
- Attend bid opening and evaluate bid per contract law. Evaluate bid results.
- During the bidding process, respond to calls from contractors and other interested parties and answer questions if appropriate or solicit answers to the inquiries from some other party, such as the design consultants.
- Prepare Addendums: Any interpretation or correction of the proposed bid documents shall be made only by written addendum. Addendums are mailed, faxed, or delivered to all parties, which have the original bid package and shall be added to bid packages that are yet to be distributed. Webb obtains written confirmation from all bid package holders that said addendum was received prior to the bid opening. We issue addenda to bid documents in a timely manner.

- Prepare bid summary.

2. Provide Construction Support Services

- Attend pre-construction meeting.
- Respond to request for information (RFI) as it pertains to the design documents.

Project Budget Option 2 with Parcel Merger and LLA
 Redevelopment Agency of Riverside County
 Master Plan Development for Mission Plaza



Task Description	Personnel Hours											Total Hours	Labor	Subconsultant and Reimbursable	Total Cost				
	Principal II	Principal I	Senior II	Senior I	Associate III	Associate I	Two-Man Survey Party	Director of Survey	Survey Technician II	Inspector II	Construction Manager					Project Coordinator			
Phase 2 - Construction Documents																			
1 Finalization of Mass Grading Plan for Site Balance	4	6		2	22														
2 Preparation of Pre-Grading Plan for the Commercial Site	8	24			60														
3 Preparation of Off-Site Road, Traffic Signal, and Signing & Striping Plans	20	48		40	160														
4 Preparation of On-Site Wet Utility Plans	8	6			54														
5 Preparation of On-Site Dry Utility Plans																			
6 Coordination of any Utility relocations	2	6			12														
7 Preparation of Final Hydrology/Hydraulic Report	8	8		12	40														
8 Preparation of Final WQMP				24	40														
9 Preparation of SWPPP	8			8	8														
10 Preparation of Parcel Merger and LLA																			
11 Preparation of Final Easement Documents	2			10	8														
12 Preparation of Bid Cost Estimates	4			60	40														
13 Preparation of Bid Specifications	2	3		8	13														
14 Maintenance of Master Project Schedule	4	15																	
15 Project Management and Coordination of the Construction Document Phase	4	8																	
16 Reimbursable	40	9																	
Total Option 2, Phase 2 - Construction Documents	114	126	44	120	409	40													
Phase 3 - Bidding and Construction Phase																			
1 Provide Bid Support Services	4	6																	
2 Provide Construction Support Services	16	42		2	40														
3 Reimbursable																			
Total Phase 3 - Bidding and Construction Phase	20	48		2	40														
Total Option 2	376	494	64	224	853	444	88	56	52		28	405	3,084	\$ 467,763.00	\$ 105,003.00		\$ 572,766.00		
No Landscape																			

Amounts shown are fee. Fee Schedule 3A

2 **RESOLUTION NO. 2012-009**

3 **A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE**
4 **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE APPROVING**
5 **SUCCESSOR AGENCY AGENDA ITEM 4.4 OF JULY 3, 2012, RELATED TO THE MISSION**
6 **PLAZA IMPROVEMENT PROJECT**

7 **WHEREAS**, redevelopment agencies were dissolved as of February 1, 2012, following
8 a California Supreme Court ruling in *California Redevelopment Association v. Matosantos*
9 upholding Assembly Bill x1 26;

10 **WHEREAS**, the Successor Agency to the Redevelopment Agency for the County of
11 Riverside (Successor Agency) is responsible for implementing Assembly Bill x1 26;

12 **WHEREAS**, provisions of Assembly Bill x1 26 require that each Successor Agency
13 have an oversight board to oversee and review the actions of the Successor Agency as it
14 winds down the affairs of the former Redevelopment Agency;

15 **WHEREAS**, an Oversight Board has been formed, pursuant to Health and Safety
16 Code Section 34179;

17 **WHEREAS**, Health and Safety Code Section 34179(e) was amended through
18 Assembly Bill 1484 and requires that all actions taken by the oversight board shall be adopted
19 by resolution; and,

20 **WHEREAS**, the Successor Agency recommends Oversight Board approval of the First
21 Amendment to the Agreement with Albert A. Webb Associates for Engineering Services for
22 the Mission Plaza Improvement Project, as approved by the County of Riverside Board of
23 Supervisors on July 3, 2012, as Successor Agency agenda item 4.4,

24 **NOW, THEREFORE, BE IT RESOLVED, FOUND, AND DETERMINED** by the
25 Oversight Board for the Successor Agency to the Redevelopment Agency for the County of
26 Riverside as follows:

- 27 1. The Oversight Board approves Successor Agency agenda item 4.4 of July 3, 2012;
- 28 2. Pursuant to Health and Safety Code Section 34179, all actions taken by the
Oversight Board may be reviewed by the State of California Department of Finance, and,

1 therefore, this Resolution shall not be effective until five (5) business days after approval,
2 subject to a request for review by the State of California Department of Finance.

3 **PASSED, APPROVED, AND ADOPTED** by the Oversight Board for the Successor
4 Agency to the Redevelopment Agency for the County of Riverside on July 19, 2012.

5

6 Approved as to Form:

7 Oversight Board Legal Counsel

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10 By: _____

11 James M. Casso

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OVERSIGHT BOARD
FOR THE
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
FOR THE
COUNTY OF RIVERSIDE

Reports, Discussion and Action Items

Meeting Date: July 19, 2012

Action: Approval of Special Meeting on August 30, 2012, and Cancellation of September 6, 2012 Scheduled Meeting via Resolution No. 2012-010

Disputed Item: Not Applicable

In ROPS: Not Applicable

Amount: \$0

Background:

Pursuant to recently approved legislation, Assembly Bill 1484, Successor Agencies must submit a January through June 2013 Recognized Obligation Payment Schedule (ROPS) by September 1, 2012. The ROPS must be approved by the County of Riverside Board of Supervisors (BOS) and the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside (Oversight Board) prior to submittal to the State of California Department of Finance.

The regular meeting schedule of the Oversight Board is every first and third Thursday of the month. According to this schedule, the meetings for the month of August 2012 are set to occur on August 2, 2012 and August 16, 2012.

Due to timing constraints and submittal deadlines, the ROPS will not be ready for Oversight Board approval by August 16, 2012. The ROPS expected to be presented to and approved by the BOS until August 28, 2012. Consequently, the ROPS will be ready for Oversight Board approval on August 30, 2012.

Recommendation: Staff recommends that the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside hold a special meeting on August 30, 2012, in order to meet the submittal deadline established through Assembly Bill 1484. Staff further recommends the cancellation of the September 6, 2012 scheduled meeting.

Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside
July 19, 2012, Item Number 7
Page 2 of 2

Attachments: Resolution No. 2012-010, A Resolution of the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside Approving a Special Meeting to be Held on August 30, 2012 and Cancellation of September 6, 2012 Scheduled Meeting

2 **RESOLUTION NO. 2012-010**

3 **A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE**
4 **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE APPROVING A**
5 **SPECIAL MEETING TO BE HELD ON AUGUST 30, 2012 AND CANCELLATION OF**
6 **SEPTEMBER 6, 2012 SCHEDULED MEETING**

7 **WHEREAS**, redevelopment agencies were dissolved as of February 1, 2012, following
8 a California Supreme Court ruling in *California Redevelopment Association v. Matosantos*
9 upholding Assembly Bill x1 26;

10 **WHEREAS**, the Successor Agency to the Redevelopment Agency for the County of
11 Riverside (Successor Agency) is responsible for implementing Assembly Bill x1 26;

12 **WHEREAS**, provisions of Assembly Bill x1 26 require that each Successor Agency
13 have an oversight board to oversee and review the actions of the Successor Agency as it
14 winds down the affairs of the former Redevelopment Agency;

15 **WHEREAS**, an Oversight Board has been formed, pursuant to Health and Safety
16 Code Section 34179;

17 **WHEREAS**, Health and Safety Code Section 34179(e) was amended through
18 Assembly Bill 1484 and requires that all actions taken by the oversight board shall be adopted
19 by resolution;

20 **WHEREAS**, pursuant to Assembly Bill 1484, Health and Safety Code Section
21 34177(m), Successor Agencies must submit a Recognized Obligation Payment Schedule for
22 the January through June 2013 fiscal period by September 1, 2012;

23 **WHEREAS**, the Recognized Obligation Payment Schedule for the January through
24 June 2013 fiscal period will be ready for Oversight Board approval until August 30, 2012; and

25 **WHEREAS**, the Successor Agency recommends that the Oversight Board hold a
26 special meeting on August 30, 2012 in order to consider approval of the Recognized
27 Obligation Payment Schedule for the January through June 2013 fiscal period and meet the
28 submittal deadline established by Assembly Bill 1484, and the cancellation of the September
6, 2012 scheduled meeting,

1 **NOW, THEREFORE, BE IT RESOLVED, FOUND, AND DETERMINED** by the
2 Oversight Board for the Successor Agency to the Redevelopment Agency for the County of
3 Riverside as follows:

4 1. The Oversight Board approves the establishment of a special meeting on August
5 30, 2012 in order to consider approval of the January through June 2013 Recognized
6 Obligation Payment Schedule and meet the submittal deadline;

7 2. The Oversight Board approves the cancellation of the September 6, 2012 scheduled
8 meeting;

9 3. Pursuant to Health and Safety Code Section 34179, all actions taken by the
10 Oversight Board may be reviewed by the State of California Department of Finance, and,
11 therefore, this Resolution shall not be effective until five (5) business days after approval,
12 subject to a request for review by the State of California Department of Finance.

13 **PASSED, APPROVED, AND ADOPTED** by the Oversight Board for the Successor
14 Agency to the Redevelopment Agency for the County of Riverside on July 19, 2012.

15
16 Approved as to Form:
17 Oversight Board Legal Counsel

18
19
20 By: _____
21 James M. Casso