



**CALIFORNIA STATE
PUBLIC WORKS BOARD**

ARNOLD SCHWARZENEGGER, GOVERNOR

915 L STREET ■ NINTH FLOOR ■ SACRAMENTO CA ■ 95814-3706 ■ (916) 445-9694

AGENDA WITH ANALYSIS

**NOTICE OF MEETING
STATE PUBLIC WORKS BOARD
Tuesday, July 14, 2009**

**The STATE PUBLIC WORKS BOARD will meet on
Tuesday July 14, 2009, at 10:30 a.m. in Room 2040,
State Capitol, Sacramento, California.**

In accordance with provisions of Section 11125 of the
Government Code, a copy of the Agenda is attached.

Greg Rogers
Administrative Secretary

Attachment

STATE PUBLIC WORKS BOARD

**Tuesday
July 14, 2009
10:30 a.m.
Room 2040
State Capitol
Sacramento, California**

I. Roll Call

Michael C. Genest, Director, Department of Finance
Will Bush, Director, Department of General Services
Will Kempton, Director, Department of Transportation
John Chiang, State Controller
Bill Lockyer, State Treasurer

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Patrick W. Henning, Director, Employment Development Department
(Advisory Member)

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Assembly Member, Mike Eng, Legislative Advisor
Assembly Member, Mary Hayashi, Legislative Advisor
Assembly Member, Legislative Advisor
Senator, Mark J. DeSaulnier, Legislative Advisor
Senator, Denise Ducheny, Legislative Advisor
Senator, Abel Maldonado, Legislative Advisor

II. Approval of minutes from the June 12, 2009 meeting

III. Consent Items	Page 3
IV. Other Business	Page 37
V. Reportables	Page 37

CONSENT ITEMS

CONSENT ITEM—1

**JUDICIAL COUNCIL OF CALIFORNIA (0250)
NEW SAN ANDREAS COURTHOUSE, CALAVERAS COUNTY
JCC Parcel Number 05-C1, DGS Parcel Number 10547**

Authority: Chapters 171 and 172, Statutes of 2007, Item 0250-301-3037(0.5)

Consider authorizing acquisition

CONSENT ITEMS

STAFF ANALYSIS ITEM—1

Department of General Services
Judicial Council of California
Calaveras County, New San Andreas Courthouse

WITHDRAWN

CONSENT ITEMS

CONSENT ITEM—2

**ADMINISTRATIVE OFFICE OF THE COURTS
DOWNTOWN SANTA CLARA COURTHOUSE AND HISTORIC BUILDING COURTHOUSE
SANTA CLARA COUNTY**

DGS Parcel No. 10568, AOC Facility Numbers 43-B1, 43-B2

Authority: Trial Court Facilities Act of 2002, Chapter 1082, Statutes of 2002, commencing with Section 70301 of the Government Code, as amended.

Consider the acceptance of real property through a transfer of title

CONSENT ITEMS

STAFF ANALYSIS ITEM—2

**Administrative Office of the Courts
Downtown Santa Clara Courthouse and Historic Building Courthouse
Santa Clara County**

Action Requested

If approved, the requested action would authorize the acceptance of real property through a transfer of title.

Scope Description

This project is within scope. The County of Santa Clara (County) is transferring fee title in and to the court facilities commonly known as the Downtown Santa Clara Courthouse and the Historic Courthouse Building, located at 191 North First Street and 161 North First Street, San Jose, California respectively (Court Facilities), to the State of California (State) by and through the Judicial Council of California (Council), Administrative Office of the Courts (AOC), pursuant to that certain Transfer Agreement Between the Judicial Council of California, Administrative Office of the Courts and the County for the Transfer of Responsibility and Title for Court Facilities, dated December 9, 2008 (Transfer Agreement). The Court Facility consists of

approximately four acres of real property improved with two courthouses, parking and associated landscaping. Following the transfer of title, the AOC shall be responsible for the funding and operation of the Court Facility.

Funding and Cost Verification

This transaction is within cost. The County shall not be entitled to compensation for any equity value in the square footage occupied by the Superior Court in the Court Facilities pursuant to Trial Court Facilities Act of 2002 (the Act). The only costs associated with acceptance of this no-cost acquisition are the staff costs to process the acceptance.

CEQA

A Notice of Exemption was filed with the State Clearinghouse on February 9, 2009. The 35-day statute of limitations expired on March 16, 2009, without challenge.

Project Schedule

The anticipated date of close of escrow is July 30, 2009.

Condition of Property

Staff from the AOC's Office of Court Construction and Management conducted a site visit of the Court Facilities on November 21, 2007, to assess the general condition of the property. The site visit entailed a tour of the facility and surrounding property including a review of the real property for apparent conditions that could adversely impact the habitability or safety of the property; identification of furnishings, fixtures, and equipment that the County will transfer and convey to the State; and to identify any tenancies, encroachments, apparent easements, or other rights to occupy or use the property that might be vested in parties other than the County or the Court. The Office of Court Construction and Management concluded that the Court Facilities did not contain any apparent hazards to the health and safety of the occupants or property. Subsequent visits by AOC's staff found no changes to the original site assessment made by Construction Management staff.

Phase I:

A Phase I report was completed on August 10, 2008, in accordance with the American Society for Testing and Materials Standard Practice. The Phase I did not identify conditions that would indicate releases or threatened releases of hazardous substances on the site, but did identify recognized environmental conditions (based on the historic land use of nearby facilities that included dry cleaner facilities and auto repair and service facilities within the search radius). The Phase I also confirmed the presence of asbestos-containing materials and based on the construction timeframe of the subject site, the potential existence of lead based paint, PCBs (polychlorinated biphenyls) in the building, and electrical transformers. The Phase I report indicated a need for further environmental on-site evaluation. The objective of the investigation was to determine whether contamination is present in soil or groundwater beneath the site.

Phase II

In accordance with the recommendation in the Phase I, a Phase II investigation was obtained on November 24, 2008, to determine whether contamination is present in soil

or groundwater beneath the Downtown Courthouse site. The investigation reported (1) no detection of volatile organic compounds in the groundwater or above the U.S. Environmental Protection Agency (EPA) detection limits; (2) no detection of TPHg (total petroleum hydrocarbons as gasoline) in the groundwater; and (3) the samples of metals examined indicated no evidence of release in the soils with the exception of arsenic and lead, which were within the acceptable EPA-reported California background ranges is not considered a threat to human health or the environment under the proposed commercial land use. The Phase I recommended that dust control be conducted during any future earthwork at the site, and that users of fill from the site be notified of the arsenic concentrations prior to moving soil offsite.

Seismic Safety Assessment of the Improvements:

A licensed structural engineer performed a Tier I seismic safety assessment of the buildings located in the Court Facility in May 2003, and inspected and evaluated the Court Facilities for seismic safety in accordance with the method and criteria developed by the Department of General Services' Real Estate Services Division. This seismic evaluation was then peer-reviewed by other qualified engineers. The buildings were determined to have a seismic safety rating of Level IV, as defined in the Risk Acceptability Table of the State Building Seismic Program, developed by the Division of State Architect, April 1994, which is an acceptable seismic safety rating for the transfer of the title to the Court Facility to the State under Government Code Section 70327.

Other:

- The County adopted a Resolution on December 9, 2008, approving the Transfer Agreement to transfer title and responsibility of the Court Facilities to the State pursuant to the Trial Court Facilities Act of 2002.
- The AOC is not aware of any lawsuits pending concerning the property.
- The Transfer Agreement requires the delivery of title to the property to be free and clear of any mortgages or liens.
- There is no relocation assistance involved with this court facility transfer.
- The Transfer Agreement contains provisions for a historic conservation easement, which will be effective in perpetuity. The Agreement stipulates that the architectural, historic, and cultural features of the Historic Courthouse Building will be retained and maintained forever substantially in its current or better condition for conservation and preservation purposes. The Historic Courthouse must be maintained in accordance with the *Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Building*, and the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.
- The AOC has granted and conveyed to the County, a view easement for unobstructed light, air and view from the rear of the Historic Courthouse Building.
- A Power of Termination Agreement between the County and the AOC (the Parties) contains a reversion clause that stipulates that the County has the right to terminate the AOC's fee interest to the Historic Courthouse Building (including the Plaza and Garden adjacent thereto) in the event of breach of the following termination conditions:

1. Putting the Historic Courthouse to a use other than use as a courthouse without the County's prior written consent.
 2. Encumbering the property with financing other than financing permitted under the Termination Agreement.
 3. Failure to reconstruct the Historic Courtroom after damage or destruction by fire or natural forces or failure to complete any repair or reconstruction in accordance with the schedule agreed upon by the Parties.
- In the event of termination as contained in the Power of Termination Agreement, fee title interest to the Historic Courthouse shall immediately and automatically revert to the County, free and clear of any right, title or interest of the AOC Parties.
 - The County has agreed to indemnify the AOC for any liability imposed on the AOC pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Sec. 9601 et. seq.), or related provisions for conditions at the time of transfer whether known or not known that existed in, on, or under the real property.
 - The Phase I report indicates that it is likely that there are potential concerns for lead-based paint and asbestos containing materials in the building. Prior to any structural changes or renovations, appropriate local, state, and federal rules/regulations will be followed with respect to the handling and disposal of these materials.
 - The AOC will grant the County the right of ingress, egress, and access to all parts of the Court Facility where any component, subcomponent or connection to the county's telecommunications or information technology equipment is located for its operation, use, and maintenance.
 - In accordance with the Act, there is adequate parking for the Court Facilities as set forth in the Agreement Regarding Parking spaces Allocated to the Superior Court in the Downtown Area of the City of San Jose, California.

Staff Recommendation: **Authorize the acceptance of real property through a transfer of title.**

CONSENT ITEMS

CONSENT ITEM—3

JUDICIAL COUNCIL OF CALIFORNIA (0250)
ADMINISTRATIVE OFFICE OF THE COURTS (AOC)
HOLLYWOOD COURTHOUSE, LOS ANGELES COUNTY
AOC Facility Number 19-S1, DGS Parcel No. 10586

Authority: Trial Court Facilities Act of 2002, Chapter 1082, Statutes of 2002, commencing with Section 70301 of the Government Code, as amended.

Consider the acceptance of real property through a transfer of title

CONSENT ITEMS

STAFF ANALYSIS ITEM—3

Administrative Office of the Courts
Hollywood Courthouse, AOC Facility Number 19-S1
Los Angeles County

Action Requested

If approved, the action would authorize the acceptance of real property through a transfer of title.

Scope Description

This project is within scope. The County of Los Angeles (County) is transferring fee title in and to the court facility commonly known as Hollywood Courthouse, located at 5925 Hollywood Boulevard, Los Angeles, California (Court Facility), to the State of California (State) on behalf of the Judicial Council of the California (Council), Administrative Office of the Courts (AOC), pursuant to that certain Transfer Agreement Between the Judicial Council of California, Administrative Office of the Courts and the County of Los Angeles for the Transfer of Responsibility for Court Facility, dated December 16, 2008 (Transfer Agreement). The Court Facility consists of approximately 1.3 acres of land improved with a two-story courthouse building, parking for 93 cars, and associated landscaping. Following the no-cost of transfer of title, the AOC shall be responsible for the funding and operation of the Court Facility.

Funding and Cost Verification

This project is within cost. The County shall not be entitled to compensation for any equity value in the square footage occupied by the Superior Court in the Court Facility pursuant to Trial Court Facilities Act (the Act). The only costs associated with acceptance of this no-cost acquisition are the staff costs to process the acceptance.

CEQA

A Notice of Exemption was filed with the State Clearinghouse on February 24, 2009. The 35-day statute of limitations expired on March 31, 2009, without challenge.

Project Schedule

The anticipated close of escrow is July 30, 2009.

Condition of Property

The AOC, staff agency to the Council, was responsible for conducting a site visit to the Court Facility site on July 17, 2008; for contracting for the professional services of environmental professionals for the Phase I and II Environmental Site Assessments; for the building assessment; and for the seismic assessment. The following findings were made from the combined resources identified above:

Phase I:

A Phase I report was issued on September 17, 2008, in accordance with the American Society for Testing and Materials Standard Practice for Environmental Site Assessments: Phase I. The Phase I cited no items of concern or recognized environmental condition; however, two data gaps were identified in connection with the subject site. Twenty Two (22) surrounding sites were identified as historical auto stations; and eleven (11) historical cleaners were identified within a ¼ mile radius, which operated between 1927 to 1990. A Phase II was completed to address any concerns regarding possible ground contamination and migration toward the subject property.

Phase II

A Phase II was completed on November 3, 2008, to investigate the subject property for any resultant environmental issues associated with the numerous historical gas stations and dry cleaners identified in the Phase I report. Soil and soil gas samples were collected and tested to determine whether any environmental issues existed that would likely pose harm to human health or site operations. The Phase II report concluded that the constituent detections in site soils were relatively low and do not indicate the existence of a significant potential source at the site. The VOC detections were also found to be relatively low and indicated a low likelihood of VOC intrusion into the court facility on site.

Building Assessment:

Staff from the AOC's Office of Court Construction and Management conducted a site visit of the Court Facility on July 17, 2008, to assess the general condition of the property. The Office of Court Construction and Management concluded that the Court Facility did not contain any apparent hazards to the health and safety of the occupants or property.

Seismic Safety Assessment of the Improvements:

A Tier I seismic safety assessment was completed for the building located in the Court Facility in July of 2003, and inspected and evaluated the Court Facility for seismic safety in accordance with the method and criteria developed by the Department of General Services' Real Estate Services Division. This seismic evaluation of the Court Facility was then peer-reviewed by other qualified engineers.

The AOC determined that the building has a seismic safety rating of Level V, as defined in the Risk Acceptability Table of the State Building Seismic Program, developed by the Division of State Architect, April 1994, which is an acceptable seismic safety rating for the transfer of the title to the Court Facility to the State under Government Code Section 70327.

Other:

- The County adopted a Resolution on December 16, 2008, approving the Transfer Agreement to transfer title and responsibility of the Court Facility to the State.
- The Transfer Agreement requires that delivery of title to the property to be free and clear of any mortgages or liens.
- The State may refuse to accept responsibility for the Court Facility only if (a) the Court Facility contains one or more "deficiencies," as defined at Government Code Section 70326(b), and (b) the county and the AOC have not made provision for the correction of the deficiencies as part of the Transfer Agreement, pursuant to Section 70326(c) or Section 70327(d) of the Government Code. Neither of these situations exists.
- The AOC is not aware of any pending lawsuits concerning the property.
- The Superior Court (91 percent) and the County (9 percent) both occupy the entire facility; therefore, the County would be entitled to compensation for its equity should the state decide to exercise its rights under Government Code sec. 70344(b).
- A Memorandum of Transfer and Joint Occupancy Agreements between the Council (Memorandum) sets the terms governing the respective rights and responsibilities regarding shared possession and occupancy of the Court Facility. The Memorandum will be recorded in the County's official records to memorialize the existence of the terms of the Transfer Agreement; which includes among other provisions, the Council's rights of first refusal and rights of first offer in favor of the County and Council to expand into and occupy the real property in accordance with Government Code Section 70342(e).
- The County has assigned its interest to a Lease Agreement, wherein the city of Los Angeles will continue to occupy space on the second floor together with 11 parking spaces in the parking area by means of an Assignment and Assumption of Occupancy Agreement dated December 16, 2008.
- The County has agreed to indemnify the AOC for any liability imposed on the AOC pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Sec. 9601 et seq.), or related provisions for conditions at the time of transfer whether known or not known that existed in, on, or under the real property.
- The terms of the Transfer Agreement states that the County will continue to own and maintain Building Software and associated hardware. The State will have uninterrupted use and access to the software/hardware.

- The Transfer Agreement acknowledges the that the Court Facility is being transferred to the AOC with a level V seismic rating, and acknowledges the County's responsibility and liability under Section 70324(a) of SB1732.
- In accordance with the Act, there is adequate parking for the Court Facility.
- There is no relocation assistance associated with this court transfer.
- There is no implied dedication on the property.
- There are no historic issues associated with the Court Facility.

Staff Recommendation: **Authorize the acceptance of real property through a transfer of title.**

CONSENT ITEMS

CONSENT ITEM—4

JUDICIAL COUNCIL OF CALIFORNIA (0250)
LONG BEACH PARKING STRUCTURE, LOS ANGELES COUNTY
JCC Parcel Number 19-Y2, DGS Parcel Number 10585

Authority: Trial Court Facilities Act of 2002, Chapter 1082, Statutes of 2002, commencing with Section 70301 of the Government Code, as amended

Consider acceptance of real property through a transfer of title

CONSENT ITEMS

STAFF ANALYSIS ITEM—4

Administrative Office of the Courts
Judicial Council of California
Long Beach Parking Structure, Los Angeles County

Action Requested

If approved, the requested action would authorize the acceptance of real property through a transfer of title.

Scope Description

This project is within scope. The County of Los Angeles (County) is transferring fee title in and to the court facility commonly known as Long Beach Parking Structure located at 101 S. Magnolia Ave., Long Beach, California (Court Facility), to the State of California (State) on behalf of the Judicial Council of California (Council), Administrative Office of the Courts (AOC), pursuant to that certain Transfer Agreement between the Judicial Council of California, Administrative Office of the Courts and the County of Los Angeles for the Transfer of Responsibility and Title for Court Facility, dated December 16, 2008 (Transfer Agreement). The Court Facility consists of approximately 2.7 acres of real property improved with a three-story parking structure and associated landscaping. Following the no-cost transfer of title, the AOC shall be responsible for the funding and operation of the Court Facility.

Funding and Cost Verification

This project is within cost. The County shall not be entitled to compensation for any equity value in the square footage occupied by the Superior Court in the Court Facility pursuant to the Trial Courts Facilities Act. The only costs associated with acceptance of this no-cost acquisition are the staff costs to process the acceptance.

CEQA

A Notice of Exemption was filed with the State Clearinghouse on August 21, 2008. The 35-day statute of limitations expired on September 25, 2008, without challenge.

Project Schedule

The anticipated close of escrow is August 2009.

Condition of Property

The AOC, staff agency to the Council, was responsible for conducting site visits to the Court Facility; for contracting for the professional services of an environmental professional for the Phase I Environmental Site Assessment (Phase 1); for the building assessment; and for the seismic assessment. The following findings were made from the combined resources identified above:

- Phase I:
A Phase I report was completed in August 2008, in accordance with the American Society for Testing and Materials Standard Practice for Environmental Site Assessments: Phase I. No on-site or off-site recognized environmental conditions with respect to the subject site were found.
- Building Assessment:
Staff from the AOC's Office of Court Construction and Management conducted an initial site visit of the Court Facility on April 29, 2009, to assess the general condition of the property. Staff has visited the site on several occasions since the initial site visit to monitor the condition of the Court Facility. The Office of Court Construction and Management concluded that the Court Facility did not contain any apparent hazards to the health and safety of the occupants or property.

Seismic Safety Assessment of the Improvements:

A Tier I seismic safety assessment of the building located in the Court Facility in January 2008, and inspected and evaluated the Court Facility for seismic safety in accordance with the method and criteria developed by the Department of General Services' Real Estate Services Division. This seismic evaluation of the Court Facility was then peer-reviewed by other qualified engineers.

The building was determined to have a seismic safety rating of Level V, as defined in the Risk Acceptability Table of the State Building Seismic Program, developed by the Division of State Architect, April 1994, which is an acceptable seismic safety rating for the transfer of title to the Court Facility to the State under Government Code Section 70327. The structure is transferring to the state pursuant to the provisions of Government Code section 70324(a) which provides that the county shall be responsible for any seismic-related damage and injury and the county shall indemnify, defend, and hold the State harmless from such claims.

Other:

- The County Board of Supervisors adopted meeting minutes on December 16, 2008, approving the Transfer Agreement to transfer title and responsibility of the Court Facility to the State and authorizing the Chairman to execute the Transfer Agreement, Quit Claim Deed, and any other documents necessary for the transfer of responsibility and title to the Court Facility to the AOC.
- The State may refuse to accept responsibility for the Court Facility only if (a) the Court Facility contains one or more deficiencies as defined in Government Code Section 70326(b), and (b) the County and the AOC have not made provision for the correction of the deficiencies as part of the Transfer Agreement pursuant to Government Code Section 70326(b) or Section 70327(d). Neither of these situations pertains to this Transfer of Title.
- The Transfer Agreement acknowledges that the Court Facility is being transferred to the AOC with a level V seismic rating, and acknowledges the County's responsibility and liability under Section 70324(a) of SB1732.
- The Transfer Agreement requires that delivery of title to the property would be free and clear of any mortgages or liens.
- The County has agreed to indemnify the AOC for any liability imposed on the AOC pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.) or related provisions for environmental conditions at the time of transfer whether known or not known that existed in, on, or under the real property during the period of County ownership.
- The subject parking structure contains 978 parking spaces of which the County's share is 24.7 percent and the Council's share is 75.3 percent. The AOC and the County have entered into a Joint Occupancy Agreement which identifies the County as the delegated managing party and which provides the rights and responsibilities of the County and State parties with respect to the parking structure.
- The AOC is not aware of any lawsuits pending concerning the property.
- There are no historic issues, relocation assistance, or implied dedication associated with the transfer of this parking structure.

Staff Recommendation: **Authorize the acceptance of real property through a transfer of title**

CONSENT ITEMS

CONSENT ITEM—5

JUDICIAL COUNCIL OF CALIFORNIA (0250)
ADMINISTRATIVE OFFICE OF THE COURTS (AOC)
MANTECA BRANCH COURT, SAN JOAQUIN COUNTY
AOC Facility Number 39-C1, DGS Parcel 10579

Authority: Trial Court Facilities Act of 2002, Chapter 1082, Statutes of 2002, commencing with Section 70301 of the Government Code, as amended.

Consider the acceptance of real property through a transfer of title

CONSENT ITEMS

STAFF ANALYSIS ITEM—5

Administrative Office of the Courts
Manteca Branch Courthouse, San Joaquin County
AOC Facility Number 39-C1

Action Requested

If approved, the requested action would authorize the acceptance of real property through a transfer of title.

Scope Description

This project is within scope. The County of San Joaquin (County) is transferring fee title in and to the court facilities commonly known as the Manteca Branch Courthouse, located at 315 E. Center Street Manteca, California (Court Facility), to the State of California (State) on behalf of the Judicial Council of California (Council), Administrative Office of the Courts (AOC), pursuant to that certain Transfer Agreement Between the Judicial Council of California, Administrative Office of the Courts and the County of San Joaquin for the Transfer of Responsibility for Court Facility, dated November 25, 2008 (Transfer Agreement). The Court Facility comprises two parcels totaling approximately 0.9 acres of real property improved with a 13,068 square foot main courthouse building, three unaffixed court modular buildings, related

parking spaces, and associated landscaping. Following the no-cost transfer of title, the AOC shall be responsible for the funding and operation of the Court Facility.

Funding and Cost Verification

This project is within cost. The County shall not be entitled to compensation for any equity value in the square footage occupied by the Superior Court in the Court Facility pursuant to the Trial Courts Facilities Act (the Act). The only costs associated with acceptance of this no-cost acquisition are the staff costs to process the acceptance.

CEQA

A Notice of Exemption was filed with the State Clearinghouse on November 24, 2008. The 35-day statute of limitations expired on December 29, 2008, without challenge.

Project Schedule

The anticipated close of escrow is July 30, 2009.

Condition of Property

The AOC, staff agency to the Council, was responsible for contracting for the professional services of an environmental professional for the Phase I Environmental Site Assessment (Phase 1); for the building assessment; and for the seismic assessment. The following findings were made from the combined resources identified above:

- Phase I:
A Phase I report was completed on September 29, 2008, in accordance with the American Society for Testing and Materials Standard Practice for Environmental Site Assessments: Phase I. The Phase I identified no on-site historical or current recognized environmental conditions on the subject property. The Phase I did however, observe the presence of suspect asbestos-containing materials (ACM), lead based paint (LBP), and polychlorinated byphenyls (PCB) and based on the construction timeframe of the subject site. In the phase I report it is recommended that the AOC confirm whether ACM or LBP surveys or management plans exist and to maintain copies for reference during future demolition and modifications.
- Building Assessment:
Staff from the AOC's Office of Court Construction and Management conducted its initial site visit of the Court Facility on December 6, 2004, to assess the general condition of the property. The Office of Court Construction and Management concluded that the Court Facility did not contain any apparent hazards to the health and safety of the occupants or property. Subsequent visits made by AOC staff have noted no substantial changes to the original building assessment findings.

Seismic Safety Assessment of the Improvements:

In December 2006, the AOC, factoring in the peer review, approved structural drawings, calculations, and specifications for purposes of improving the seismic performance of the Manteca Branch Court facility (39-C1) to a Division of State Architect (DSA) rating of IV or better. The seismic retrofit work was performed by the County of San Joaquin. Based on a review of the work by qualified structural engineers, the building has been assigned a seismic safety rating of Seismic Risk Level IV and is therefore seismically eligible for transfer of title to the state, without the additional requirements of either Government Code section 70324(a) or Government Code section 70326(c).

Other:

- The State may refuse to accept responsibility for the Court Facility only if (a) the Court Facility contains one or more "deficiencies," as defined at Government Code Section 70326(b), and (b) the County and the AOC have not made provision for the correction of the deficiencies as part of the Transfer Agreement, pursuant to Section 70326(c) or Section 70327(d) of the Government Code. None of these situations exists.
- The County adopted an Order on November 25, 2008, approving the Transfer Agreement to transfer title and responsibility of the Court Facility to the State.
- The Transfer Agreement requires that delivery of title to the property to be free and clear of any mortgages or liens.
- The AOC is not aware of any lawsuits pending concerning the property.
- The three (3) unaffixed modular facilities located on the subject property will be conveyed to the AOC, together with all existing implied warranties, indemnities, rights and benefits.
- The County has agreed to indemnify the AOC for any liability imposed on the AOC pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Sec. 9601 et seq.), or related provisions for conditions at the time of transfer whether known or not known that existed in, on, or under the real property.
- The Phase I report indicates that it is likely that there are potential concerns for LBP and ACM in the building. Prior to any structural changes or renovations, all appropriate local, state, and federal rules/regulations will be followed with respect to the handling and disposal of these materials. In addition, prior to any ground disturbing activities, appropriate local, state, and federal rules/regulations will be followed with respect to handling and possible disposal of contaminated soil.
- With respect to the seismic retrofit work completed by the County, effective as of the date of transfer, the County assigns all of its right, title and interest in and to the construction warranties for the work performed to the AOC.
- There is no implied dedication on the subject property.
- There is no relocation assistance associated with this court transfer.
- The Superior Court of California, County of San Joaquin currently occupies 100 percent of the Manteca Branch Courthouse building. The Transfer Agreement provides the County with the right to retain the use of one office for its public defender, subject to reasonable restrictions by the Court and the AOC.
- In accordance with the Act, there is adequate parking for the Court Facility
- There are no historic issues associated with the Court Facility.

Staff Recommendation: **Authorize the acceptance of real property through a transfer of title.**

CONSENT ITEMS

CONSENT ITEM—6

JUDICIAL COUNCIL OF CALIFORNIA (0250)
WAKEFIELD TAYLOR COURTHOUSE, CONTRA COSTA COUNTY
JCC Parcel Number 07-A2, DGS Parcel Number 10584

Authority: Trial Court Facilities Act of 2002, Chapter 1082, Statutes of 2002, commencing with Section 70301 of the Government Code, as amended.

Consider the acceptance of real property through a transfer of title

CONSENT ITEMS

STAFF ANALYSIS ITEM—6

Administrative Office of the Courts
Judicial Council of California
Wakefield Taylor Courthouse, Contra Costa County

Action Requested

If approved, the requested action would authorize the acceptance of real property through a transfer of title.

Scope Description

This project is within scope. The County of Contra Costa (County) is transferring fee title in and to the court facility commonly known as the Wakefield Taylor Courthouse located at 725 Court Street in Martinez, California (Court Facility), to the State of California (State) on behalf of the Judicial Council of California (Council), Administrative Office of the Courts (AOC), pursuant to that certain Transfer Agreement between the Judicial Council of California Administrative Office of the Courts and the County of Contra Costa for the Transfer of Responsibility and Title for Court Facility, dated December 29, 2008 (Transfer Agreement). The Court Facility consists of a 40,000 square foot, five-story courthouse constructed in 1933, on an approximate 0.92 acre site and associated landscaping. Following the no-cost transfer of title, the AOC shall be responsible for the funding and operation of the Court Facility.

Funding and Cost Verification

This project is within cost. The County shall not be entitled to compensation for any equity value in the square footage occupied by the Superior Court in the Court Facility pursuant to the Trial Courts Facilities Act (the Act). The only costs associated with acceptance of this no-cost acquisition are the staff costs to process the acceptance.

CEQA

A Notice of Exemption was filed with the State Clearinghouse on November 4, 2008. The 35-day statute of limitations expired on December 9, 2008, without challenge.

Project Schedule

The anticipated close of escrow is August 30, 2009.

Condition of Property

The AOC, staff agency to the Council, was responsible for conducting site visits to the Court Facility; for contracting for the professional services of an environmental professional for the Phase I Environmental Site Assessment (Phase 1); for the building assessment; and for the seismic assessment. The following findings were made from the combined resources identified above:

Phase I:

A Phase I report was completed in May 2009, in accordance with the American Society for Testing and Materials Standard Practice for Environmental Site Assessments: Phase I. No on-site or off-site recognized environmental conditions with respect to the subject site were found. The existence of asbestos containing materials (ACM) in the building materials and the presence of lead-based paints (LBP) in the exterior/interior walls were noted. However, the paint was not cited as chipped and the asbestos was not cited as friable, therefore they are not reported as a recognized environmental condition. In order to avoid any asbestos exposure, the AOC will obtain any available surveys and management plans from the County or establish their own plan prior to undertaking repairs or facility modifications.

Building Assessment:

Staff from the AOC's Office of Court Construction and Management conducted an initial site visit of the Court Facility on March 23, 2007, to assess the general condition of the property. Since that time, subsequent visits were made to monitor the condition of the Court Facility. The Office of Court Construction and Management concluded that the Court Facility did not contain any apparent hazards to the health and safety of the occupants or property.

Seismic Safety Assessment of the Improvements:

Licensed structural engineers performed a Tier I seismic safety assessment of the building located in the Court Facility in July 2003, and inspected and evaluated the Court Facility for seismic safety in accordance with the method and criteria developed by the Department of General Services' Real Estate Services Division. This seismic evaluation of the Court Facility was then peer-reviewed by other qualified engineers.

The AOC determined that the building has a seismic safety rating of Level V, as defined in the Risk Acceptability Table of the State Building Seismic Program, developed by the Division of State Architect, April 1994. The building is transferring to the state pursuant to the provisions of Government Code section 70324 (SB 10) which provides that the county shall be responsible for any seismic-related damage and injury, the county shall indemnify, defend, and hold the state harmless from those claims.

Other:

- The County adopted a Resolution on December 16, 2008, approving the Transfer Agreement to transfer title and responsibility of the Court Facility to the State.
- The Transfer Agreement requires that delivery of title to the property would be free and clear of any mortgages or liens.
- The County has agreed to indemnify the AOC for any liability imposed on the AOC pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Sec. 9601 et seq.), or related provisions for conditions at the time of transfer whether known or not known that existed in, on, or under the real property.
- The Phase I report indicates that it is likely that there are potential concerns for LBP and ACM in the building. Prior to any structural changes or renovations, all appropriate local, state, and federal rules/regulations will be followed with respect to the handling and disposal of these materials.
- The AOC is not aware of any lawsuits pending concerning the property.
- There is no relocation assistance associated with this court transfer.
- There is no implied dedication applicable to this property.
- The AOC will grant the County the right of ingress, egress, and access to all parts of the Court Facility where any component or subcomponent of the County's telecommunications equipment is located for the County's continued use, operation, and maintenance.
- The AOC (79.7 percent) and the County (20.3 percent) both occupy the entire facility.
- The Joint Occupancy Agreement provides for rights of first refusal and rights of first offer in favor of either the County or Council, in the event that either party desires to vacate the Court Facility, in accordance with Government Code Section 70342(e).
- In accordance with the Act, there is adequate parking for the Court Facility.
- There are no historical issues associated with the Court Facility.

Staff Recommendation: **Authorize the acceptance of real property through a transfer of title.**

CONSENT ITEMS

CONSENT ITEM—7

**CALIFORNIA CONSERVATION CORPS (3340)
SIERRA PLACER MUNICIPAL SEWER/WATER CONNECTION
PLACER COUNTY**

*Authority: Chapters 47 and 48, Statutes of 2006, Item 3340-301-0001 (2) and
Chapters 171 and 172, Statutes of 2007, Item 3340-301-0001 (2)*

Consider:

- a. recognition of scope change
- b. approval of a reversion **\$1,406,000**

CONSENT ITEMS

STAFF ANALYSIS ITEM—7

California Conservation Corps
Sierra Placer Municipal Sewer/Water Connection
Placer County

Action Requested

If approved, the requested action would recognize a scope change and approve a reversion.

Scope Description

This project is not within scope. The original scope consisted of the removal of the old septic tank and the installation of a new septic tank sewer system, connecting the facility to the existing municipal sewer and water service, the decommissioning of the existing sewage retention ponds, and site work. During the design phase the Department of General Services (DGS) estimated that the project could not be completed within budget. Therefore, in April 2008, the decommissioning of the retention and overflow ponds was removed from the project scope and deferred until such time additional funding became available.

The California Conservation Corps has requested a scope change for this project to restore the original project scope, by including the decommissioning of the onsite sewage retention ponds.

The 20-day notification letter regarding the requested scope change was sent to the Legislature on June 8, 2009, and the 20-day review period has expired with no adverse comments.

Funding and Project Cost Verification

This project is within cost. A total of \$4,251,000 General Fund has been appropriated for (\$467,000) preliminary plans, (\$277,000) working drawings, and (\$3,507,000) construction for this project. In April 2008, even with the previously approved scope change, it was estimated that the total project costs had increased to \$4,794,000, (\$543,000 anticipated deficit). Because of substantial changes in the construction market over this past year, a total of five bids were received on April 9, 2009, all of which were below the state's estimate. Based on the contract award, approved on May 18, 2009, the total project costs are now estimated at \$2,525,000, with bid savings of \$1,726,000. It is now possible to restore this component, which will address critical health and safety needs that would otherwise be deferred unnecessarily.

In anticipation of favorable bid results, the decommissioning of the sewage retention ponds was included in the bid package as an additive alternate, subject to approval of a scope change. Based on the contractor's bid, this work will cost an additional \$140,000 and, if approved, would reduce project savings to \$1,406,000.

\$4,251,000	total authorized project costs
\$2,845,000	total estimated project costs
\$2,715,000	project costs previously allocated: \$467,000 preliminary plans, \$457,000 working drawings, and \$1,781,000 construction (\$888,000 contract, \$62,000 contingency, \$831,000 A&E, and other costs)
\$ 140,000	project costs to be allocated: construction (\$130,000 contract, \$10,000 contingency)
\$1,406,000	available bid savings to be reverted

CEQA

A Notice of Determination was filed on May 3, 2007, at the State Clearing House and the 30-day statute of limitations expired on June 3, 2007, without challenge.

Project Schedule

Approve preliminary plans	August 2007
Complete working drawings	August 2008
Complete Construction	November 2009

Real Estate Due Diligence

The DGS has completed due diligence on the project and no issues have been identified that would adversely affect the project.

Staff Recommendation: Approve change of scope and reversion.

CONSENT ITEMS

CONSENT ITEM—8

DEPARTMENT OF GENERAL SERVICES (1760)
DEPARTMENT OF PARKS AND RECREATION (3790)
HUMBOLDT REDWOODS STATE PARK
SAVE-THE-REDWOODS LEAGUE (LASS)
HUMBOLDT COUNTY
DPR Parcel Nos. 014890, DGS Parcel Nos. 10553

Authority: California Fish and Game Code Section 2787 (a) (2)

Consider authorizing acquisition

CONSENT ITEMS

STAFF ANALYSIS ITEM—8

Department of General Services
Department of Parks and Recreation
Humboldt Redwoods State Park
Save-the-Redwoods League (Lass)
Humboldt County

Action requested

If approved, the requested action would authorize acquisition.

Scope Description

This project is within scope. This request will authorize Department of Parks and Recreation (Parks) to accept approximately 10 acres of land, which is an inholding of Humboldt Redwoods State Park, at approximately 55-percent of its fair market value.

This acquisition helps Parks fulfill three important missions:

1. Acquire inholdings to remove administrative burdens
Acquisition of the property will alleviate an administrative burden that was caused by allegedly illegal activities, including development of a water system and illegal road grading on adjacent State Park property as part of efforts to develop residential home sites under private ownership on this property. The illegal development has been removed and the property restored to its prior condition by Save-the-Redwoods League.
2. Acquire inholdings to rationalize State Park boundaries
The property is adjacent to existing State Park lands on three sides and its integration into the State Park system will shorten and rationalize the boundaries of Humboldt Redwoods State Park.
3. Increase watershed and habitat protection
The property slopes downward to the South Fork Eel River and this acquisition will provide watershed protection and increase protection of old-growth redwoods down slope in Humboldt Redwoods State Park.

Funding and Cost Verification

This project is within cost. California Fish and Game Code Section 2787 (a) (2), continuously appropriates \$1,000,000 annually to Parks for the purchase of additions to existing units of the State Park System without identifying particular parcels, and there are sufficient funds appropriated to acquire the property in accordance with Legislative intent.

\$115,000 total acquisition costs

\$ 10,000 project costs previously allocated (fee appraisal and DGS staff costs)

\$105,000 project costs to be allocated: \$95,000 acquisition and approximately \$10,000 in overhead costs (title and escrow and Parks and remaining DGS staff costs)

CEQA

A Notice of Exemption was filed with the State Clearinghouse on November 21, 2008, and the 35-day statute of limitations expired on December 25, 2008, without challenge.

Project Schedule

The anticipated close of escrow is July 30, 2009.

Condition of Property

On November 13, 2008, DGS staff visited the Lass site, located in Phillippsville, California. The subject property is about 10 acres of unimproved land with an unpaved access road extending off Avenue of the Giants (Highway 254) in Humboldt County. The landscape includes a mixture of deciduous hardwoods, coniferous trees, and small open areas. The surrounding land shares similar topography and vegetation as the subject property. The Humboldt Redwood State Park is located to the south and west of the property.

A Phase I Environmental Site Assessment was completed for the subject property. The Phase I reported grading for a road and evidence of a former trailer site on the property. In addition, the Phase I reported no structures present on the site and no evidence of recognized environmental condition in connection with the property.

Other:

- Site selection was approved on June 7, 2009.
- Save the Redwoods League (SRL) is offering the property to Parks at 55 percent of fair market value, as approved by DGS. This transfer to the state at a 45 percent reduction from the current market value will be with the condition that Parks and SRL enter into a use restriction agreement that requires the state to use the property for state park purposes only until and unless the property is declared surplus to the state's needs or the Board recommends that a transfer to another state agency is necessary for a higher and better public purpose. In either event, the property can be removed from the terms of the SRL use restriction agreement upon payment of 45 percent of the market value of the property, excluding the value of any state improvements.
- The property is vacant and unimproved. There is no relocation assistance involved with this project.
- Parks is not aware of any lawsuits pending concerning the property. The Property Acquisition Agreement (PAA) will require delivery of title to the property free and clear of any mortgages or liens.
- The PAA does not include the state's standard indemnification language potentially exposing the state to additional fiscal liability. However, the DGS-ESS site visit of the property did not identify conditions that would likely pose an exceptional risk to the state. As such, the risk associated with acquiring this property without the standard indemnification is low. It should be noted that the lack of indemnification language does not relieve the Seller of liability under the existing law.
- The deed shall transfer the property and various property rights such as unsurveyed rights to water, property improvements, minerals, timber and unsurveyed access. Although some of the rights are unsurveyed, the title company will insure the property but not include or insure additional rights in the title policy. This will have no impact on Park's intended use of the property.
- The property does not provide public legal access from a main highway or road, but can be accessed through the existing Humboldt Redwoods State Park.
- There is no implied dedication applicable to this property.
- This 10.5-acre parcel is bordered on three sides by Humboldt Redwoods State Park near the community of Miranda on the South Fork of the Eel River. Parks can provide minimal patrol with existing staff to the property. The acquisition will require little operating expense and can be absorbed with existing resources for the continued operation.

- While Parks does not foresee changes at this time to public access, development, or resource needs, any such changes will be addressed through the normal budget process.
- Parks has proposed the temporary closure of approximately 219 park units statewide to help balance the state's projected budget deficit. Although this park is on the list of proposed closures, this property will still meet several Parks objectives, including watershed and habitat protection, regardless of the operational status of the park.

Staff Recommendation: Authorize acquisition.

CONSENT ITEMS

CONSENT ITEM—9

DEPARTMENT OF PARKS AND RECREATION (3790)
OCEANO DUNES STATE VEHICULAR RECREATION AREA,
VISITOR CENTER AND EQUIPMENT STORAGE
SAN LUIS OBISPO COUNTY

*Authority: Chapters 268 and 269, Statutes of 2008, Item 3790-301-0263 (2)
Chapter 1, Statutes of 2009, Item 3790-301-0263 (2)*

Consider approval of preliminary plans

CONSENT ITEMS

STAFF ANALYSIS ITEM—9

Department of Parks and Recreation
Oceano Dunes State Vehicular Recreation Area
Visitor Center and Equipment Storage
San Luis Obispo County

Action requested

If approved, the requested action would approve preliminary plans.

Scope Description

This project is within scope. This project will provide a multi-functional facility including interactive interpretive exhibits, resource management displays, community outreach and meeting/training space to meet existing group needs and space for park resource staff. This project will also provide a new storage building/facility for maintenance service and protection from salt air corrosion for the high-value vehicles used to service the park. The building will consolidate maintenance functions and vehicle storage between the two recently combined state park units in a more cost-efficient manner.

Funding and Cost Verification

This project is not within cost. Based on the preliminary estimate, a total of \$6,489,000 is needed for the project. This is an increase of \$30,000 over the total project appropriations of \$6,459,000, equal to 0.5 percent of the total project cost. This projected increase is due to additional escalations in the construction contract because of project delays. The Department of Parks and Recreation (Parks) is currently value engineering the project to bring the project within budget prior to construction. Therefore, this deficit is not being recognized at this time.

\$6,459,000	total authorized project cost
\$6,489,000	total estimated project cost
\$ 143,000	project costs previously allocated: preliminary plans
\$6,316,000	project costs to be allocated: \$734,000 working drawings and \$5,582,000 construction (\$4,435,000 contract, \$222,000 contingency, \$382,000 A&E costs, and \$543,000 agency retained items)
\$ 30,000	unrecognized deficit

Due Diligence

The project site has acquired by Parks through two separate acquisitions, March 2, 1939, and August 5, 1955, respectively.

There is a right of way on the edge of the property along the eastern most boundary where the property abuts the Pacific Coast Highway by the maintenance yard. A PG&E easement also exists at the western most boundary of the campground. Pacific Gas & Electric Company has no interest in developing this area. These easements and right of way pose no conflict or problems with the current project. No liens or restrictions on the property present a problem for this project.

CEQA

A Notice of Determination was filed with the State Clearinghouse on May 12, 2009, and the 30-day statute of limitations expired on June 12, 2009, without challenge.

Project Schedule:

Approve preliminary plans	July 2009
Complete working drawings	May 2010
Complete construction	September 2011

Staff Recommendation: Approve preliminary plans.

CONSENT ITEMS

CONSENT ITEM—10

DEPARTMENT OF CORRECTIONS AND REHABILITATION (5225)
CALIFORNIA STATE PRISON, LOS ANGELES
ENHANCED OUTPATIENT PROGRAM TREATMENT AND OFFICE SPACE
LOS ANGELES COUNTY

Authority: Sections 15819.40(c) and 15819.403 of the Government Code

Consider establishment of scope, cost, and schedule

CONSENT ITEMS

STAFF ANALYSIS ITEM—10

Department of Corrections and Rehabilitation
California State Prison, Los Angeles
Enhanced Outpatient Program Treatment and Office Space Project
Los Angeles County

Action Requested

If approved, the requested action would establish scope, cost, and schedule.

Scope Description

This project is within scope. This project will design and construct a new stand alone building adjacent to housing unit D5 for mental health treatment space and offices for staff to accommodate an increase of 150 Enhanced Outpatient Program beds at the California State Prison, Los Angeles County (LAC). This project is a component of the Department of Corrections and Rehabilitation's (CDCR) plan to provide constitutionally adequate mental healthcare as required by the *Coleman* Court.

The proposed new facility will be 13,000 square feet and single story, constructed at LAC on state property under CDCR's jurisdiction, and will be located in the Level IV Facility D Yard, within the secure perimeter. The facility will provide administrative space for clinicians, office technicians, custody staff, and correctional counselors and will include restrooms for staff and inmates. The facility will have additional rooms for office equipment, file storage, staff conferences, mail sorting, and staff breaks. Treatment space will include classrooms and separate rooms for group therapy, recreational therapy, patient interviews, and treatment team meetings. Two officers' stations will also be constructed. Other improvements will include site grading, paving, fencing, site lighting, and utility extensions to the new building.

On June 9, 2009, the Department of Finance notified the chairs of the Joint Legislative Budget, the Senate Appropriations, and Assembly Appropriations Committees of its intent to recommend establishing the scope, cost, and schedule of this project to the Board no sooner than 30 days from that date.

Funding and Cost Verification

This project is within cost. This action would allocate \$11,707,000 of the \$710,940,000 Public Buildings Construction Fund (lease revenue bond authority) appropriated in Government Code 15819.403(a) to design and construct this project.

\$11,707,000	total authorized project cost
\$11,707,000	total estimated project cost
\$11,707,000	project cost to be allocated: \$689,000 preliminary plans, \$588,000 working drawings, and construction (\$7,906,000 contracts, \$395,000 contingency, \$1,227,600 A&E, \$1,150,500 other project costs, and \$1,028,000 agency retained)

CEQA

Appropriate CEQA documentation will be completed for this project during the preliminary plans phase.

Real Estate Due Diligence

Real estate due diligence review and a Summary of Conditions letter will be completed during the preliminary plans phase.

Project Schedule:

Approve preliminary plans	July 2010
Complete working drawings	January 2011
Complete construction	July 2012

Staff Recommendation: Establish scope, cost, and schedule.

CONSENT ITEMS

CONSENT ITEM—11

DEPARTMENT OF CORRECTIONS AND REHABILITATION (5225)
CALIFORNIA STATE PRISON, REPRESA, ENHANCED OUTPATIENT PROGRAM,
FACILITY B PROGRAM TREATMENT AND OFFICE SPACE
SACRAMENTO COUNTY

*Authority: Chapters 268 and 269, Statutes of 2008, Item 5225-301-0001(19)
Chapter 1, Statutes of 2009, Item 5228-301-0001(15)*

Consider:

- a. approval of preliminary plans
 - b. recognition of an anticipated deficit \$26,000
- (0.1 percent total project)

CONSENT ITEMS

STAFF ANALYSIS ITEM—11

Department of Corrections and Rehabilitation
California State Prison, Sacramento
Enhanced Outpatient Program, Facility B Program,
Treatment and Office Space, Represa, Sacramento County

Action Requested

If approved, the requested action would approve preliminary plans and recognize an anticipated deficit.

Scope Description

This project is within scope. This project will convert existing work center space previously used by Prison Industries Authority in Facility B at the California State Prison, Sacramento (SAC). The converted area will include mental health treatment space to accommodate 192 Level IV Enhanced Outpatient Program inmate patients with office and administrative space for related clinical, administrative, and custody staff. This project is a component of the

Department of Corrections and Rehabilitation's (CDCR) plan to provide constitutionally adequate mental healthcare as required by the *Coleman* Court.

The scope of work will include renovation and construction of approximately 21,000 square feet within the work center located between Facility A and B at the west end of the warehouse. An existing medical supply storage area will be relocated to renovated space within the work center. The facility will include office space for clinicians, office technicians, custody staff, and correctional counselors and will include restrooms for staff and inmates. The facility will have additional rooms for specialized storage needs and staff conferences. Treatment space will include classrooms and separate rooms for recreational therapy, patient interviews, and interdisciplinary treatment team meetings. To service the proposed renovated space site preparation work will include provision of existing utilities including water, sewer, gas, electrical, and communications.

Funding and Cost Verification

This project is not within cost. The total project cost is estimated to be \$14,696,000, slightly higher than at the last legislative action on the project. As a result, the project has a recognized anticipated deficit to the construction phase of \$26,000.

\$14,696,000	total estimated project cost
\$14,670,000	total authorized project cost
\$ 2,238,000	project costs previously allocated: preliminary plans \$1,168,000, working drawings \$1,070,000
\$12,432,000	project cost to be allocated: \$12,432,000 construction (\$9,415,000 contracts, \$659,000 contingency, \$367,000 A&E, \$930,000 other project costs, \$1,061,000 agency retained)
\$ 26,000	anticipated deficit: -\$256,000 working drawings, \$282,000 construction, (\$660,000 contracts, \$46,000 contingency, \$24,000, A&E -\$151,000, other project costs, -\$297,000 agency retained)

CEQA

A Categorical Exemption was filed with the State Clearinghouse on November 17, 2008, and the 35-day statute of limitations expired on December 22, 2008, without challenge.

Real Estate Due Diligence

Department of General Services previously determined that no additional due diligence is required due to recent due diligence work performed for other capital outlay projects at the institution. [CL to revise this DD paragraph per discussions at screening]

Project Schedule:

Approve preliminary plans	July 2009
Complete working drawings	December 2009
Complete construction	February 2011

Staff Recommendation: **Approve preliminary plans and recognize an anticipated deficit.**

CONSENT ITEMS

CONSENT ITEM—12

HUMBOLDT STATE UNIVERSITY (6610)
HUMBOLDT CAMPUS, BEHAVIORAL AND SOCIAL SCIENCES BUILDING, PHASE 1
HUMBOLDT COUNTY

*Authority: Chapter 379, Statutes of 2002, Item 6610-301-6028 (5.5)
Chapters 47 and 48, Statutes of 2006, Item 6610-301-6048 (3)*

Consider approval of an augmentation	\$1,777,000
	(5.9 percent total project)
	(10.4 percent cumulative)

CONSENT ITEMS

STAFF ANALYSIS ITEM—12

California State University
Humboldt State University, Behavioral and Social Sciences Building
Humboldt County

Action Requested

If approved, the requested actions would approve an augmentation.

Scope Description

This project is within scope. The Behavioral and Social Sciences, Phase 1 Building project (the Project) scope provides for a new 52,800 assignable square feet/84,100 gross square feet building to accommodate 396 full time equivalent (FTE) students in lecture space, 70 FTE in laboratory space (52 lower division/18 upper division) and 92 faculty offices. Construction was completed in August 2008.

Funding and Cost Verification

This project is not within cost. California State University (CSU) is requesting a \$1,777,000 augmentation to fund a Project settlement agreement to resolve a construction claim resulting from delays due to unforeseen site conditions. This request was considered during December, 2008; however, due to the freeze in the Pooled Money Investment Board activity, this request was temporarily postponed. Since that time, the State Treasurer's Office has sold additional tax-exempt general obligation bonds and CSU has committed funding within their allocation of loan proceeds to restart projects, including the payment of this claim.

On June 16, 2009, the Department of Finance notified the chairs of the Joint Legislative Budget, the Senate Appropriations, and the Assembly Appropriations Committees of its intent to approve an augmentation at a Board meeting no sooner than 20 days after the date of the notification.

\$31,646,000	total authorized project cost
\$33,423,000	total estimated project cost
\$29,417,000	project costs previously allocated: \$276,000 preliminary plans, \$971,000 working drawings, and \$28,170,000 construction (\$27,053,000 contract, \$1,117,000 contingency)
\$ 2,229,000	Project costs to be allocated: equipment
\$ 1,777,000	requested augmentation

CEQA

The University certifies that the project is in compliance with the requirements of CEQA. A final environmental impact report was filed with the State Clearinghouse on December 15, 1992, that included the proposed Behavioral and Social Sciences Building and was certified by the Board of Trustees on January 27, 1993.

Due Diligence

CSU, on behalf of the Board of Trustees of the CSU, acknowledges that they have full responsibility for reviewing and clearing due diligence issues for general obligation bond funded projects.

Project Schedule:

Approve preliminary plans	December 2003
Complete working drawings	April 2004
Complete construction	August 2008

Staff Recommendation: Approve augmentation.

CONSENT ITEMS

CONSENT ITEM—13

CALIFORNIA COMMUNITY COLLEGES (6870)
EL CAMINO COMMUNITY COLLEGE DISTRICT,
EL CAMINO COLLEGE COMPTON CENTER
INFRASTRUCTURE REPLACEMENT PHASE 1
LOS ANGELES COUNTY

Authority: Chapters 268 and 269, Statutes of 2008, Item 6870-301-6049 (5.5)

Consider approval of preliminary plans

CONSENT ITEMS

STAFF ANALYSIS ITEM—13

California Community Colleges
El Camino Community College District, El Camino College Compton Center
Infrastructure Replacement Phase 1
Los Angeles County

Action Requested

If approved, the requested action would approve preliminary plans.

Scope Description

This project is within scope. This project will repair and replace the existing, failing site infrastructure on the campus. This phase of the project includes the scope of necessary upgrades to the existing multiple infrastructure systems for the south area of the campus.

Funding and Project Cost Verification

This project is within cost.

\$36,204,000 total authorized project costs

\$36,204,000 total estimated project costs

\$ 112,000 state funds previously allocated: preliminary plans

\$31,068,000 state funds to be allocated: \$1,588,000 working drawings and \$29,480,000 construction, (\$25,640,000 contracts, \$2,054,000 contingency, and \$1,786,000 project administration)

\$ 1,322,000 local funds previously allocated: preliminary plans

\$ 3,702,000 local funds to be allocated: construction contracts

CEQA

A Notice of Exemption was filed with the State Clearinghouse on June 3, 2009. The 35-day statute of limitations expired on July 7, 2009, without challenge.

Real Estate Due Diligence

Community college districts have full responsibility for clearing due diligence issues for general obligation bond projects.

Project Schedule:

Approve preliminary plans	July 2009
Complete working drawings	November 2009
Complete construction	June 2012

Staff Recommendation: Approve preliminary plans.

OTHER BUSINESS

NONE

REPORTABLES

To be presented at the meeting.