

FORM APPROVED COUNTY COUNSEL  
 BY: *M. V. Victor* 9/3/09  
 DATE: MARSHAL L. VICTOR

316



**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE  
 REDEVELOPMENT AGENCY  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**SUBMITTAL DATE:**  
 September 1, 2009

**FROM:** Redevelopment Agency  
**SUBJECT:** Rubidoux Community Library

**RECOMMENDED MOTION:** That the Board of Directors approve and authorize the Chairman to execute the attached First Amendment to the Consulting Services Agreement between the Redevelopment Agency for the County of Riverside (Agency) and Converse Consultants (Consultant) to provide additional geotechnical, inspection, and materials testing services in the amount of \$125,000 for the Rubidoux Community Library Project (Project).

**BACKGROUND:** On December 5, 2008, the Agency entered into an agreement with Converse Consultants to provide geotechnical, inspection and materials and testing services for the Project in the amount of \$75,000.

(Continued)

Dan Martinez for  
*Dan Martinez*  
 Robert Field  
 Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 125,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

**COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA:** No

<b>SOURCE OF FUNDS:</b>	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*  
 Jennifer L. Sargent

**County Executive Office Signature**

Reviewed by  
*Christopher Hans*  
 Christopher Hans

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

Prev. Agn. Ref.: 9/2/08, 4.5 District: 2 Agenda Number:

ATTACHMENTS FILED  
 WITH THE CLERK OF THE BOARD

4.1  
 FRM 11 (REV 06/2003)

## **BACKGROUND**

The original contract provided geotechnical, inspection, and materials testing services for grading and post grading services for the Project. The amount of work required has exceeded the contract amount estimated for the project. This contract amendment provides additional services for steel placement, welding inspection, and continuous masonry inspection as needed for final inspection, acceptance, and occupancy of the building.

As a result of the additional services required, the Consulting Services Agreement with Converse Consultants needs to be amended to reflect these additional services. The total cost for the aforementioned geotechnical inspection and materials testing services is one hundred twenty five thousand dollars (\$125,000) which will be billed on a time and material basis not to exceed \$125,000. This amendment can be covered by the existing project budget; however, it exceeds the \$75,000 authority delegated to the Agency's Executive Director. The increase in geotechnical, inspection and materials testing services costs are within the approved overall project budget.

Staff recommends that the Board of Directors approve the First Amendment to the Consulting Services Agreement with Converse Consultants for additional geotechnical inspection and materials testing services in the amount of \$125,000 so staff can proceed with completion of the project without delay.



1           **WHEREAS**, fees for the additional services shall not exceed one hundred  
2 twenty five thousand dollars (\$125,000); and

3           **WHEREAS**, total cost is now two hundred thousand dollars (\$200,000).

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

7           **A.** Section 1 of the Agreement is hereby amended in its entirety to read as  
8 follows:

9           **1.     SERVICES PROVIDED BY CONSULTANT.**     CONSULTANT  
10 shall perform all services as outlined in the December 5, 2008, Agreement. Additional  
11 services to be performed by CONSULTANT include geotechnical inspection and  
12 materials testing for steel placement, welding inspection, and continuous masonry  
13 inspection services as needed for final inspection, acceptance and occupancy of the  
14 building.

15           **B.** Section 2 of the Agreement is hereby amended to read as follows:

16           **2.     TIME FOR COMPLETION OF WORK.** CONSULTANT agrees  
17 that it will diligently and responsibly pursue the performance of the services required  
18 of it by the original Agreement and all subsequent Amendments and will deliver the  
19 work product by December 30, 2009.

20           **C.** Section 3 of the Agreement is hereby amended to read as follows:

21           **3.     COMPENSATION.** CONSULTANT compensation shall be paid  
22 as outlined in the December 5, 2008, Agreement. Consultant's compensation for  
23 additional services added to the work program shall be an amount for actual work  
24 performed not to exceed one hundred twenty five thousand dollars \$125,000 as  
25 described in Exhibit "A-1," billed on a time and material basis. Total compensation to  
26 Consultant shall not exceed \$200,000. Consultant shall submit invoices to the  
27 Agency for progress payments based on work completed to date. Consultant shall  
28 submit invoices to the Agency for progress payments based on work completed to

1 date. The Agency shall reimburse Consultant within thirty (30) days of receipt of  
2 invoice.”

3 **D. ENTIRE AGREEMENT.** All other terms and conditions of the original  
4 agreement shall remain the same and in full force and effect.

5 **IN WITNESS WHEREOF,** CONSULTANT and AGENCY have executed this  
6 First Amendment as of the date first above written.

7  
8 **Redevelopment Agency for the**  
9 **County of Riverside**

**Converse Consultants**

10  
11 \_\_\_\_\_  
12 Jeff Stone  
13 Chairman, Board of Supervisors

\_\_\_\_\_

14 **APPROVED AS TO FORM:**  
15 **PAMELA J. WALLS**  
16 **COUNTY COUNSEL**

**ATTEST:**

17  
18 BY: Marsha L. Victor 9-3-09  
19 Deputy Marsha L. Victor

BY: \_\_\_\_\_  
Clerk to the Board