

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

902



FROM: Economic Development Agency

SUBMITTAL DATE:
April 5, 2010

SUBJECT: Regency Tower / Downtown Law Building – Notice of Completion

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the supplemental work portion only for the Regency Tower / Downtown Law Building, constructed by MTM Construction, Inc., as complete and authorize the Clerk of the Board to record the Notice of Completion;
2. Authorize payment to MTM Construction, Inc. in the amount of \$155,130 and service fees to The Gordian Group in the amount of \$7,757 in accordance with the contract terms;
3. Authorize the release of retained funds in the amount of \$15,513 to the contractor in accordance with the contract terms;
4. Approve the attached Amendment No. 1 to the agreement between the County of Riverside and JCM Group / Heery International and authorize the Chairman to execute the agreement on behalf of the County; and

Robert Field

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 177,229	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost FY:	\$ 0	For Fiscal Year:	09/10
SOURCE OF FUNDS: Tobacco Securitization to be reimbursed by CORAL bond proceeds			Positions To Be Deleted Per A-30	<input type="checkbox"/>
			Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

Jennifer L. Sargent

County Executive Office Signature Jennifer L. Sargent

Reviewed by FORM APPROVED COUNTY COUNSEL
 TEAM BY: *Christopher Hans* MARSHAL VICTOR DATE 5/12/10
 FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD AUDITOR-CONTROLLER
 BY: *Samuel Wong* 5/17/10
 SAMUEL WONG
 Departmental Concurrence

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

Prev. Agn. Ref.: 3.44, 9/29/09; 3.21, 7/21/09 | District: 2 | Agenda Number: **3.33**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

5. Authorize the Assistant County Executive Officer/EDA to administer Amendment No. 1 in accordance with applicable Board policies.

BACKGROUND:

On January 9, 2007, the Board of Supervisors approved a professional services agreement between the County of Riverside and JCM Group (Heery International) in the amount of \$2,995,513. Approximately \$1,412,585 has been expended from this agreement to date; total compensation for this agreement will be \$1,745,929 plus a reimbursable allowance of \$426,908 with a net savings of \$822,676. Of that savings, \$177,229 will be used as part of the relocation of County Counsel, Probation Department, and the District Attorney's office. No additional funds will be required.

General Construction	\$155,130
JOC Services	\$ 7,757
Project Management	\$ 5,000
Miscellaneous Fees and Permits	<u>\$ 9,342</u>
TOTAL	\$177,229

On November 18, 2008, the Board of Supervisors approved a Job Order Contract with MTM Construction, Inc. and the County of Riverside. Two work orders were issued pursuant to that contract for supplemental work, excavation and trenching for an *underground vault and data infrastructure* at the Regency Tower / Downtown Law Building in the total amount of \$155,130. As agreed upon the execution of the Job Order Contract for MTM Construction, Inc., The Gordian Group is to be paid a 5% service fee against the full contract amount.

Both projects have been inspected and found to comply with all contract requirements. This Board action will authorize payment and release retention in the amount of \$155,130 to MTM Construction, Inc. and \$7,757 to The Gordian Group.

All costs associated with this project will be fully funded by the Tobacco Securitization to be reimbursed by CORAL bond proceeds, thus no Net County Cost will be incurred as a result of this action.

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

KECIA HARPER-IHEM, CLERK OF THE BOARD
RIVERSIDE CO. CLERK OF THE BOARD
4080 LEMON STREET, 1ST FLOOR CAC
P O BOX 1147 - RIVERSIDE, CA 92502

MAIL STOP # 1010

AND WHEN RECORDED MAIL TO:

RETURN TO: STOP #1010
RIVERSIDE COUNTY CLERK OF THE BOARD
P. O. BOX 1147 - RIVERSIDE, CA 92502

THIS SPACE FOR RECORDERS USE ONLY

NOTICE OF COMPLETION

To be recorded with County Recorder
within 10 days after completion.
No recording fee.

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed, as follows:

Project title or description of work: Supplemental Work Portion of the Regency Tower / Downtown Law Building
(Project #FM08220002809 / JOC02-FM08220002809 / JOC02-FM08220002809.01)

Date of Completion: Date Hereof

Nature of owner: County of Riverside, public entity

Interest or estate of owner: In Fee

Address of owner: Clerk of Board of Supervisors, County Administrative Center
4080 Lemon Street, Riverside, CA 92501

Name of contractor: MTM Construction, Inc., 16035 Phoenix Drive, City of Industry, CA 91745

Street or legal description of site: 3960 Orange Street, Riverside, CA 92501

Dated: _____

Owner: County of Riverside
(Name of Public Entity)

By: _____
Marion Ashley, Chairman, Board of Supervisors

STATE OF CALIFORNIA)

ss

COUNTY OF RIVERSIDE)

I am the Chairman of the governing board of the County of Riverside, the public entity which executed the foregoing notice and on whose behalf I make this verification; I have read this notice, know its contents, and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at Riverside, California on _____ (Date)

_____, Marion Ashley, Chairman of the Board of Supervisors

ATTEST: KECIA HARPER-IHEM, Clerk of the Board

By: _____ Deputy

FORM APPROVED COUNTY COUNSEL

BY: Victor 2/24/10
MARSHAL VICTOR DATE

AMENDMENT NO. 1 TO
CONSULTING SERVICES AGREEMENT BETWEEN
COUNTY OF RIVERSIDE AND
HEERY INTERNATIONAL INC.

THIS FIRST AMENDMENT is entered into between **THE COUNTY OF RIVERSIDE** and **HEERY INTERNATIONAL Inc.** of Los Angeles, California, regarding that original Consulting Services Agreement entered into on January 9, 2007, Agenda Item 3.40.

RECITALS

WHEREAS, the Project and scope of services have been modified from the original Project and scope as set forth in the January 9, 2007 Agreement; and,

WHEREAS, the services contemplated by the parties have been modified from construction management services to coordination/construction oversight/furniture design/move planning and coordination services regarding the purchase of the Regency Tower/Downtown Law Building; and

WHEREAS, County is requesting that Heery International provide the modified consulting services; and

WHEREAS, Heery International is skilled in the above referenced services and agrees to perform the modified scope of services;

NOW, THEREFORE, in consideration of the foregoing and providing that all other sections not amended remain intact, the parties hereto do hereby agree as follows, effective December 10, 2008:

- **Section 1. THE PROJECT** is modified to add the following sentence:

“Consultant shall provide services as outlined and specified in Heery Contract Amendment No. 1 dated December 10, 2008; Heery Contract Amendment No. 2 dated March 4, 2009; Heery Contract Amendment No. 3 dated July 2, 2009; Heery Contract Amendment No. 4 dated December 15, 2009; which amendments modify Exhibit B and Exhibit C, and add Exhibit D.”

- **Section 2. CONSULTANT’S COMPENSATION** is modified to read as follows:

“County agrees to compensate Consultant for the performance of all services as outlined and specified herein, in an amount not to exceed Two Million, One Hundred Seventy Two Thousand Eight Hundred Thirty Seven Dollars (\$2,172,837.00) together with

reimbursable expenses as set forth in 2.1 below, in an amount not to exceed Four Hundred Twenty Six Thousand Nine Hundred Eight Dollars (\$426,908.00), as set forth in more detail in Exhibit "C" attached hereto and incorporated herein by this reference."

► **Section 4. TIME FOR PERFORMANCE** is modified to reflect the performance timeline as follows:

"The Consultant agrees that it will diligently and responsibly pursue the performance of the services required pursuant to this Agreement, and shall perform the services outlined and specified to full completion and in accordance with the schedule dated December 9, 2009."

► **Section 21. INSURANCE** is modified by deleting in its entirety and replacing with the following:

"Without limiting or diminishing the Consultant's obligation to indemnify or hold the County harmless, Consultant shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the 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.

A. Workers' Compensation:

If the Consultant has employees as defined by the State of California, the Consultant shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Consultant's performance of its obligations hereunder. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Consultant shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount 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 agreement or be no less than two (2) times the occurrence limit.

D. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) It is understood and agreed to by the parties hereto that the Consultant's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 3) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Consultant has become inadequate.
- 4) Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 5) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- 6) Consultant agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

► Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.

Original Agreement \$ 2,889,663.00 plus a reimbursable allowance of \$105,850.00

Amendment \$ -1,143,734.00 plus a reimbursable allowance of \$321,058.00

Total Agreement **\$ 1,745,929.00 plus a reimbursable allowance of \$426,908.00**

Recommended for Approval

Assistant County Executive Officer/EDA

FORM APPROVED COUNTY COUNSEL
BY: MARSHAL VICTOR 5/12/10
MARSHAL VICTOR DATE

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy
(Seal)

Heery International

By: [Signature]

Title Vice President

Address: 6420 Wilshire Blvd

18th Floor

Los Angeles, Ca 90048

County of Riverside

Chairperson, Board of Supervisors

AMENDMENT No. 1
TO THE
CONSULTING SERVICES AGREEMENT

This Amendment to CONSULTING SERVICES AGREEMENT is made and entered into this 14th day of October, 2008 by and between the County of Riverside ("County") located at 3133 Mission Inn Avenue, Riverside, California 92507 and Heery International, Inc. ("Heery") located at 6420 Wilshire Boulevard, 18th Floor, Los Angeles, California 90048.

Whereas, the County and Heery have previously entered into a CONSULTING SERVICES AGREEMENT dated January 3, 2007;

Now therefore, the County and Heery mutually agree as follows:

The County has decided to take a differing course for the building (Project) than that described in the original CONSULTING SERVICES AGREEMENT and is in the process of negotiation with Silagi Development & Management ("SDM")("Developer") to lease or purchase the **Regency Tower** in Riverside, California. This Class "A" building consists of ten (10) floors of legal office space consisting of approximately 250,000 gross square feet with base building modifications to accommodate a program of 690 District Attorney's staff of employees. There is underground parking allocated for 331 vehicles with a covenant for additional parking spaces of 400 vehicles in an existing parking structure located on Orange Street, directly across from the **Regency Tower**. The building described herein shall be the "Project" and shall replace the description of the Project as found in Section 1. THE PROJECT in the CONSULTING SERVICES AGREEMENT

The Project will be built in a turnkey fashion with the Developer providing the space planning by Langdon Wilson, the Architect of Record, and constructing the tenant improvements as coordinated by the County representative(s).

Heery shall provide the services described in Exhibit "B" Modified by Amendment No. 1 which replace those described in the original CONSULTING SERVICES AGREEMENT Exhibit "B" at the request of the County.

Compensation shall be on a time-and-materials basis and lump sum basis in accordance with Exhibit "C" Modified by Amendment No. 1 for personnel, hours, and hourly billing rates.

Compensation for additional services shall be in accordance with the hourly rates for personnel shown on Exhibit "C" Modified by Amendment No. 1.

The Project schedule shall be as represented in Exhibit "D" PROJECT SCHEDULE.

Exhibit "B" Modified by Amendment No. 1

(This exhibit replaces Exhibit "B" in the CONSULTING SERVICES AGREEMENT)

A. Scope of Services for Construction Management Tenant Improvements (TI) Coordination/Construction Observation Consultant Services

1. Heery will continue to provide "intermittent" services as stated in the original CONSULTING SERVICES AGREEMENT with the County.
2. Heery will meet with County representatives and their respective contractors to observe TI construction.
3. Heery will attend all regularly scheduled meetings between the respective team members as required by County.
4. The Heery TI Construction Manager will be a part-time (intermittent) position consisting of a projected twenty (20) hours per week or eighty (80) hours per month. Should the County need to adjust this hourly allocation, this Exhibit "B" and the CONSULTANT'S COMPENSATION will be equitably adjusted.
5. Heery will review and comment on meeting minutes prepared by others.
6. Heery will prepare a status report memorializing the activities and accomplishments from the previous month and shall prepare a final project close-out report.
7. Heery will be compensated on an hourly (time and materials) basis for this scope of services, based upon rates for specific personnel as shown in Exhibit "C" Modified by Amendment No. 1.

B. Scope of Services for Furniture Design and Procurement Furniture Design and Procurement Consultant Services

JANET

1. Heery will meet with County representatives and County contractors to define requirements.
2. Heery will meet with the end users to obtain the program information to create the furniture plans. This will include one major revision and four minor revisions.
3. Heery will obtain, from the County's designated representative, all drawings noting County's acceptance of the Heery's design and maintain this drawing in the project files for future reference.
4. In conjunction with the design/layout process, Heery will endeavor to accommodate conventional furniture used in concert with the systems furniture.
5. Fabrics and finishes will be selected to coordinate with the finishes of the building.
6. Heery will consolidate or reuse furniture that is available to reconfigure furniture layouts, when possible.
7. Heery will meet with the County's Facilities Management Department to confirm compliance with all the appropriate State, Federal, County or City Building/Fire codes.

8. Heery will coordinate electrical, telephone, and data locations for all furnishings, and will provide this information to County IT Department.
9. After the furniture plans have been approved by the County's designated representative, Heery will create a detailed bid package for all furniture required for the project. This package will include all systems furniture workstations, private offices, and miscellaneous rooms. Heery will participate in pre-bid job walks/site visits, as required during the bid process.
10. Once a furniture vendor is selected, Heery will conduct a meeting with all departments to confirm furniture details have been discussed and determine if changes or additions are required.
11. Before the County issues a furniture purchase order, Heery will check the approved furniture drawings on file and the furniture purchase order for consistency.
12. Heery will track shipments, resolve bill of material issues, review installation schedule, verify receipt of the product ordered, review drawings for completeness, accuracy, and proper application of product.
13. Heery will coordinate delivery of product to the job-site and schedule with the County's designated representative for time of installation.
14. During the furniture installation phase, Heery will attend job walks and project status meetings.
15. Prior to recommendation of approval for payment, Heery will review all work for status of completion.
16. Should the County revise the furniture design package after the furniture purchase order has been placed, Heery will quote a redesign fee and will alert the County to any recognized schedule impacts caused by the revision(s) to the furniture design package(s). With the County's approval, incorporate the changes with the furniture manufacturer; and submit a revised drawing noting the changes.
17. Heery will be compensated on a lump sum basis for this scope of services, based upon lump sum as shown in Exhibit "C" Modified by Amendment No. 1. Billings for this scope of services will be monthly on a percentage complete basis.

C. Scope of Services for Move Planning/Coordination Services
Move Planning/Coordination Services

Heery shall meet with County to establish team responsibilities, methods of approval, project procedures and schedule requirements.

1. Coordination meetings will be conducted initially with the County during November 2008 to validate the floor plans and furniture placement. During 2009, Heery will attend one meeting a month to coordinate any revisions to the furniture placement. From January through December 2010, weekly coordination meetings will be conducted. Our estimate is that there will be 75 coordination meetings throughout the entire project.
2. Heery shall confer with the County to determine the overall objectives for the move and discuss required coordination.
3. Heery shall tour the County's existing facilities and review existing documentation and drawings which may affect the Project.

4. Heery shall facilitate meetings with Moving Committee and User Sub-Group.
5. Heery shall develop action list and due dates.
6. Heery shall meet with County Moving Committee and User Sub-Groups to develop an overall comprehensive project plan including:
 - . Scheduling project team meeting dates.
 - . Determining construction completion dates.
 - . Providing an inventory system.
 - . Providing overall project schedule format.
 - . Providing a pre-move activity schedule.
 - . Providing move plan document format.
 - . Assembling required pre-move materials.
 - . Providing Employee Move Manual format.
 - . Providing employees moving materials, details and schedules.
 - . Providing Move Punch Lists format.
 - . Providing post move follow-up procedures.
7. Heery shall prepare move phasing plans that describe the function of the move in very detailed order. The move phasing plans shall be the tool that assists in the decision making process to ensure uninterrupted operations during the move period.
8. The move phasing plan addresses the following important aspects of the move:
 - . Which buildings to vacate first.
 - . Which departments can move in what time periods?
 - . Identifies windows of opportunities for work flow and cost efficiency.
 - . Critical adjacencies of department moves.
 - . How to best keep the operation from adverse affects of the move.
 - . The most efficient process to bring down the computers and when to move and re-install.
9. Heery shall schedule and meet with all End Users to develop the following:
 - . Detailed inventory of furniture, fixtures, and equipment, including copiers.
 - . Comprehensive inventory of each user, department, etc., including materials to be moved, not moved, thrown away or moved to other locations.
 - . Computerized reports listing the location, size, dimensions, and all other pertinent information regarding items to be moved.
 - . Computerized inventory list clarifying furniture, equipment, boxes, assembling, disassembling, etc.
 - . The best use of the existing furniture and what is suitable for reuse in the new facility.
 - . A review process with the project team of the inventory for completeness and accuracy.
10. Heery shall develop complete coded plans for new and existing furniture in the existing locations and the new building. The floor plans shall indicate the following information:
 - . Location of all furniture and equipment and computers at 1/8th scale in areas that are currently occupied. This clearly identifies what items are moving and in what order.
 - . Location of all existing and new furniture and equipment and computers at 1/8th scale for all floors in the new location.

- Furniture and equipment disassembly plans.
 - Furniture and equipment assembly plans.
 - Code numbers shall be assigned to each piece of existing and new furniture and equipment that corresponds to the inventory computerized listing.
 - Coded plans of all existing and new equipment, with corresponding reference numbers.
 - Allocation plans of all future equipment throughout the new location.
11. Heery shall coordinate the installation plans with electrical and mechanical engineers to review layout needs for special data communication and telecommunication equipment, and coordinate with the County on aspects of the move which will impact the construction.
 12. Heery shall present the coded installation plans to the County for review and comment, incorporate the County's comments, and present for final approval.
 13. Heery shall help coordinate equipment and furniture vendors as necessary to relocate existing furniture systems and electronic equipment including some items that may be moved separately from the moving contract. Separate lists of said items will be developed as part of the inventory and move schedule. Heery shall coordinate overall activity with any equipment/furniture vendors.
 14. Heery shall prepare all documents and review the process with the County and the moving company, including:
 - Floor Plans.
 - Inventory.
 - Moving Plan Schedule.
 - Review user correspondence, etc. with mover.
 - Coordinate with the moving company for boxes, tags, special items, etc.
 - Develop a working relationship with the mover's representation prior to the actual move.
 - Review the separate phases of move and weekend/overtime allowances.
 15. Heery shall prepare mover bidding documents and review with the moving company the following information for the materials, furniture and equipment moves:
 - The complete inventory of all furniture fixtures and equipment, indicating the total quantity count of all items.
 - Coded furniture plans of the existing and new buildings; new and existing furniture, fixtures and equipment will be illustrated.
 - Information regarding the access and elevator availability of the new and existing buildings.
 - Layout of floor protection in the new building to ensure that damage does not occur in the new construction.
 - Elevator specifications, origin, and destination.
 - Loading dock specifications, truck access and egress, passages throughout.
 - Scheduling requirements of all moves; indicating all special phasing requirements and time tables.
 - Arrange and conduct tours of the existing buildings to familiarize the movers with the conditions of the project sites and to answer any questions that may arise.

16. Heery shall analyze the movers bid and work plan against the following criteria:
 - The movers plan for completing the move.
 - The number of individuals and amount of equipment that will be used in each phase of the move.
 - The hourly charges for individuals and equipment.
 - The utilization of individuals and equipment.
 - Transit schedule for completing the move.
 - Liabilities and responsibilities of the move company.
17. Heery shall conduct move meetings with all employees three weeks prior to their department's move. The move meeting allows the employees to discuss issues of misunderstanding and gives management an opportunity to discuss other important information about the move.
18. Information about employee participation will be handed out in a move brochure that describes the roles and responsibilities in detail.
19. Heery shall prepare all items to be moved by assigning team members to necessary tasks involved in the process, including:
 - Affix tags to each item indicating the new location of the item. The tag shall have the floor and area indicated in color and numbers.
 - Manage the distribution of the cartons to each employee and instruct on the proper packing of the cartons.
 - Tour the existing and new buildings with the team members and the movers to review conditions of the spaces and accessibility of the buildings.
 - Affix blowup sketches (cartoons) to each room and workstation corresponding to the installation plans. Each workstation and area will be assigned a special code number.
 - Affix tags to the proper containers that are used to transport.
20. Heery shall manage the move with the appropriate level and quantity of professional move coordinators and perform the following tasks to promote a quick and efficient move:
 - Assemble the move coordination teams at the origin and destination of the moves.
 - Review the move plan with all team members and outline the sequence of movement of the furniture cartons and equipment.
 - Direct the movers to deliver the items to the designated location at the designated time.
 - Direct the County staff to solve any placement problems as well as the data and telecommunications team to connect any priority equipment.
 - Count the movers crews at each location after each phase of the work. Verify the written list supplied by the movers as to the accuracy of the crew size.
 - Communicate with the County and the movers as to any breakdown in equipment to confirm timely repair in order to keep on schedule.
 - Verify any downtime in the mover's crew, lunch breaks, etc.
 - Review and sign the bill of lading as to the total number of hours and total equipment used.
 - Prepare and issue to movers punch lists specifying the work to be corrected before final payment is issued.

21. Heery shall facilitate actual first days at new location with County staff including the following:
- Supervise unpacking process and facilitate box relocation, etc.
 - Respond to questions/answers concerning any anomalies to the move plan.
 - Confirm smooth transition.
 - Hold hands, listen and help.
 - Bring in other move vendors as necessary.
 - Help "fine tune" the final move-in.
22. Heery shall perform post move-in services including the following:
- Review of the location of all items for correctness with the established move plan; instruct movers of any required work.
 - Review the data and telecommunications cabling installation for any errors and instruct the contractor to remedy any problem areas.
 - Assist in the location of missing cartons, furniture and equipment.
 - Organize the "correction notice form" distribution and education on its use.
 - Collect damage reports and coordinate the submission of insurance claims for repair.
 - Review the mover's invoices and time sheets for accuracy with the agreed total cost.
 - Review bills of lading for carton deliveries and insure proper quantities were delivered and credits accounted for the unused cartons.
23. Heery shall provide additional move services to the County for the following services if so requested:
- New equipment ordering/installation.
 - New furniture ordering/installation.
 - Supervision of such installation.
 - Warehouse coordination, if required.
 - Moving services outside original scope of move.
 - Secondary moves, if required.
 - Secondary moves within the new building not part of original plan due to User/Department changes after move.
 - Other special services as required by move.
 - Additional coordination meetings not included in the scope
24. Heery will be compensated on a lump sum basis for this scope of services, based upon lump sum as shown in Exhibit "C" Modified by Amendment No. 1. Billings for this scope of services will be monthly on a percentage complete basis.

Exclusions:

1. Additional design meetings after the design has been presented and revised for one major revision and four minor revisions.
2. Changes to the design after County approval.
3. Artwork, signage design and coordination.
4. Information Technology ("I.T.") system design and layout(s).
5. Audio Visual equipment coordination

6. Security equipment coordination related to furniture placement
7. Field measuring of the completed space. Plans will be developed based on the Architects CADD drawings.
8. Electrical and Data outlet coordination not related to the furniture.
9. Additional work due to the performance of the furniture dealer, manufacturers, installation crew and other related vendors not in the control of Heery.
10. Any changes to the furniture package requested by departments that has not been approved by Facilities Management.
11. Any other work not specifically identified within this Amendment to Contract.

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SIGNATURES TO FOLLOW ON THE NEXT PAGE.

COUNTY OF RIVERSIDE

HEERY INTERNATIONAL, INC.

By _____
Chairman, Board of Supervisors

By Ray Juncosa
Ray Juncosa, Vice President



Exhibit "C" Modified by Amendment No. 1

(This exhibit replaces Exhibit "C" in the CONSULTING SERVICES AGREEMENT)

Basic Services Compensation

1. Tenant Improvements (TI) Coordination/Construction Observation Consultant Services

Personnel	Role	2008 Rate/Hour*
Ron Clement	TI Construction Manager	\$ 190.58

*Labor rates increase at 4% per year, increased January 1st of each year after 2008

2. Furniture Design and Procurement Consultant Services

Lump Sum: \$ 153,380

3. Move Planning/Coordination Services

Lump Sum: \$ 248,400

In performance of the scope of services described in Exhibit "B" Modified by Amendment No. 1 performed by Heery, the following fees are anticipated:

Projected total labor cost of six hundred and fifty two thousand dollars and no cents (\$652,000.00)

Reimbursable Expenses not-to-exceed seventy thousand dollars and no cents (\$70,000.00).

Additional Services Rate Schedule - 2008

Personnel	Role	Rate/Hour*
Ron Clement	TI Construction Manager	\$ 190.58
Ray Juncosa	Technical Support	\$ 203.84
Tim Woodson	Interiors Project Manager	\$ 150.00
Sarah Sherter	Furniture Designer	\$ 119.08
Alejandra Aguinhea	Furniture Coordinator	\$ 95.00
Ron King	Move Manager	\$ 50.00
Roni Primavera	Move Coordinator	\$ 100.00

*Labor rates increase at 4% per year, increased January 1st of each year after 2008

Exhibit "D"
Project Schedule
(see attached)

**County of Riverside
DA OFFICE BUILDING: NEW CONSTRUCTION & TENANT IMPROVEMENTS
MASTER SCHEDULE
August 18, 2008**

ID	Task Name	Duration	2008	2009	2010
1	DA OFFICE BLDG SHELL & CORE	755 days	O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A	O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A	O N D J F M A M J J A S O N D J F M A M J J A
2	Shell & Core Construction (w/ 330 below grade parking spaces)	82 wks			7/27/09
3	Approval of Silagi Option	0 days	3/20/08		
4	TI program development & approval	5 wks	9/4/08		
5	TI Space Plan development & approval	4 wks	10/2/08		
6	TI Design	8 wks	1/27/08		
7	TI Construction Documents	13 wks	2/26/09		
8	TI Plan check, bidding and permits	9 wks	4/30/09		
9	TI Construction	26 wks	10/29/09		
10	FF&E move-in, project closeout	9 wks	12/31/09		
11					
12	Furniture - finalize design & specifications	26 wks	3/5/09		
13	Furniture - Bid & Award (systems furniture, moveable & amenities)	8 wks	4/30/09		
14	Furniture - Fabrication and delivery	26 wks	10/29/09		
15	County IT	69 wks	County IT		12/31/09

NOTE: This schedule is based on information included with

AMENDMENT No. 2
TO THE
CONSULTING SERVICES AGREEMENT

This Amendment to CONSULTING SERVICES AGREEMENT is made and entered into this 4th day of March, 2009 by and between the County of Riverside ("County") located at 3133 Mission Inn Avenue, Riverside, California 92507 and Heery International, Inc. ("Heery") located at 6420 Wilshire Boulevard, 18th Floor, Los Angeles, California 90048.

Whereas, the County and Heery have previously entered into a CONSULTING SERVICES AGREEMENT dated January 3, 2007;

Now therefore, the County and Heery mutually agree as follows:

The County has requested Heery International to provide additional space planning services for systems furniture/cubicle layouts (County standards) for Floors 1 through 10 in the **Regency Tower**, located in Riverside, California.

Services shall include:

1. Provide cubicle/furniture system layouts for Facilities review (time is of the essence) and approval on the floor plan documents (CADD backgrounds) as provided by Langdon Wilson (LW) utilizing the County standards as listed above. The layout drawings will be submitted in four phases:
 - Phase I – Floors 5, 6 & 7
 - Phase II – Floors 8, 9 & 10
 - Phase III – Floors 2, 3 & 4
 - Phase IV – Ground Floor
2. The intent of this effort is to efficiently capture useable floor real estate and allow for the maximum amount of natural daylight into the interior spaces.
3. Provide a "guidebook" of standard cubicle designs and estimated costs for County approval and County budget consideration. The guidebook shall show both horizontal and vertical elements in each proposed layout.
4. LW's plans indicate millwork which is presently excluded from Heery's agreement with the County. Heery will layout systems furniture design for the County's approval for the following items:
 - Nine reception stations (8' x 10') on Floors 2 through 10
 - Miscellaneous work areas, fax/print areas, and copy areas as directed by the County

Compensation shall be on a lump sum basis; Thirty-five thousand dollars (\$35,000) for Heery International's direct labor costs and three thousand dollars (\$3,000) for anticipated expenses, including printing, for a total of thirty eight-thousand dollars (\$38,000). Billing for this scope of work shall be on a monthly progress scope of work complete basis.

Schedule: The anticipated schedule to perform the defined scope of work is from February 1, 2009 through March 30, 2009.

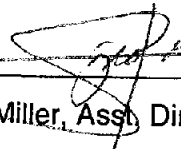
Personnel and their respective titles assigned to this scope of work are listed in Exhibit "A" To Amendment No. 2.

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SIGNATURES TO FOLLOW ON THE NEXT PAGE.

COUNTY OF RIVERSIDE

HEERY INTERNATIONAL, INC.

SENIOR P.E.A., PROJECT MANAGER

By  *03-11-09*
ON BEHALF OF
Tim Miller, Asst. Director
Facilities - Design & Construction

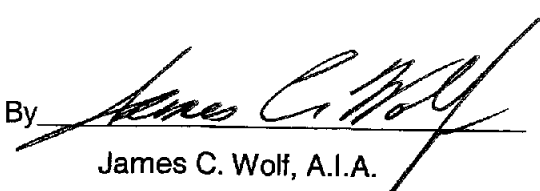
By 
James C. Wolf, A.I.A.
Vice President, Area Manager

EXHIBIT "A"
To Amendment No. 2

Personnel	Title
Janet Robertson	Sr. Project Manager
Ron King	Sr. Project Manager
Sarah Sherter	Furniture Designer
Roni Primavera	Project Designer
Blair Williams	CADD

AMENDMENT No. 3
TO THE
CONSULTING SERVICES AGREEMENT

This Amendment to CONSULTING SERVICES AGREEMENT is made and entered into this 29th day of June, 2009 by and between the County of Riverside ("County") located at 3133 Mission Inn Avenue, Riverside, California 92507 and Heery International, Inc. ("Heery") located at 6420 Wilshire Boulevard, 18th Floor, Los Angeles, California 90048.

Whereas, the County and Heery have previously entered into a CONSULTING SERVICES AGREEMENT dated January 3, 2007;

Now therefore, the County and Heery mutually agree as follows:

Due to the decision of the County on March 28th, 2009 to maximize the use of the **Regency Tower** by utilizing expansion space and reduce their yearly rental costs by moving County Counsel, Probation Department and the Riverside DA Department into the 5th, 6th and 1st, 2nd - 4th, 7th - 10th Floors respectively, the County engaged Heery International to provide additional services as follows:

1. Heery provided Space Studies for the County of Riverside to show the full utilization of the Regency Tower by remodeling the permitted construction plans, moving the DA functions out of the Fifth and Sixth Floors and consolidating them on Floors One through Four and Seven through Ten; placing County Counsel on the Fifth Floor; Probations Administration and Information Technology (IT) on the Sixth Floor and building out the expansion areas on all floors. These Space Studies were initially issued in a Power Point presentation format.

Langdon Wilson (LW) issued Architectural CAD backgrounds for Heery's space planning for the systems furniture layout. After Heery added the systems furniture layouts, with related adjustments and refinements, the space plans for ten (10) floors were issued to Langdon Wilson for the completion of the Tenant Improvement (TI) construction documents, and subsequent submission for plan check and building permits from the City of Riverside.

2. Heery provided Conceptual used furniture layouts for Facilities/User Group's timely review and approval utilizing background floor plan documents (CAD backgrounds) as provided by Langdon Wilson (LW), incorporating County standards. These conceptual layouts were given to the County Facilities and Purchasing Department for their use in the preparation of the RFP for Used System Furniture. The layouts indicated the number and size of the cubicles required on each floor of the building. Heery's advisory role in the RFP process included attending a mandatory job site visit with the potential vendors, site visits to potential vendors' showrooms and a summary Statement of Condition for Facilities' use in evaluating the bids. County

Purchasing did not provide Heery with any price information, nor did they involve Heery in the bid evaluation deliberations and decisions.

3. Heery provided a Furniture Inventory Assessment of the County Counsel's existing offices located at 3535 Tenth Street Suite 200 and Suite 300 in Riverside, CA and a Furniture Inventory Assessment for the Probations Administration Department whose existing offices are located at 3801 University Avenue, Suite 350 and 400 in Riverside CA. Both a hard-copy bound notebook and an electronic version on a CD were issued to both departments and Facilities Management.
4. Heery has restructured the Project Master Schedule to include the used systems furniture RFP Process, delivery and installation on a "floor-by-floor" delivery basis in lieu of the originally scheduled basis of "three (3) floors at a time" delivery model.

Compensation shall be on a lump sum basis:

- Project Number 0623401: One-Hundred-Forty-Thousand dollars (\$140,000.00) for Heery International's (Long Beach Office) direct labor costs. ~~\$120,000.00~~ (signed by TIM ON 08-18-09)
- Project Number 0623400: Ten-Thousand dollars (\$10,000.00) for anticipated additional expenses, including printing and travel (for both Heery offices serving the project).
- Project Number 0623400: Ten-Thousand dollars (\$10,000.00) for Heery International's (Los Angeles Office) direct labor costs. ~~\$140,000.00~~

Grand Total: One-Hundred-Sixty-Thousand dollars (\$160,000.00). Billing for this scope of work shall be on a monthly progress, scope of work complete basis.

Period of performance of the services contained in this Amendment:
March 28, 2009 to June 30, 2009.

Personnel and their respective titles assigned to this scope of work are listed in Exhibit "A" To Amendment No. 3.

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SIGNATURES TO FOLLOW ON THE NEXT PAGE.

COUNTY OF RIVERSIDE

HEERY INTERNATIONAL, INC.

By 8/18/09
Tim Miller, Asst. Director
Facilities – Design & Construction

By James C. Wolf
James C. Wolf, AIA
Vice President, Area Manager

Dated: July ____, 2009

Dated: July 2, 2009

EXHIBIT "A"
To Amendment No. 3

Personnel	Title
Janet Robertson	Sr. Project Manager
Richard Dilday	Area Manager
Sarah Sherter	Furniture Designer
Roni Primavera	Project Designer/
Pat Rass	Sr. Project Manager (Interiors)
Ray Juncosa	VP (Technical Advisor)
Steve Cotner	MEP Engineer
Ron Clement	Project Director

Regency Tower Move Schedule

Rev: Wed 12/9/09

ID	Task Name	Duration	Start	Finish	Resource Name	Jul 09	Aug 09	Sep 09	Oct 09	Nov 09	Dec 09	Jan 10	Feb 10	Mar 10
1	Issue all Floors for Move Bid	1 day	Wed 8/18/09	Wed 8/18/09	Henry									
2	Use Used Furniture Casagood Bid package	1 day	Wed 8/18/09	Wed 8/18/09	COR Fead Purchasing									
3	Move Bid (review COR Fragiles and Purchasing)	7 days	Wed 8/18/09	Thu 8/24/09	COR Fead Purchasing									
4	Move Bid period	14 days	Mon 8/24/09	Mon 8/24/09	Mover Vendors									
5	Use Casagood- Bid period	16 days	Wed 8/18/09	Wed 8/18/09	Furniture Vendors									
6	Move Bid Job Walk Meeting	1 day	Wed 10/7/09	Wed 10/7/09	Henry/ COR/Vendors									
7	Mover Bid Due Date	1 day	Thu 10/15/09	Thu 10/15/09	Mover Vendors									
8	Review of Casagood Bids	11 days	Thu 10/15/09	Thu 10/22/09	COR Fead Purchasing									
9	Award and contract for Used Furniture Casagood	5 days	Thu 10/22/09	Thu 10/22/09	COR Fead Purchasing									
10	Review and Award Mover Bid	8 days	Thu 10/15/09	Thu 10/22/09	COR Fead Purchasing									
11	Deliver/ Install New Used Casagood-RT(Regency Tower)	8 days	Wed 10/21/09	Wed 10/21/09	Used Furn Vendor									
12	Move Meeting- County Counsel 5th Flr- 10:30AM	1 day	Mon 10/26/09	Mon 10/26/09	Henry									
13	County Counsel 5th Floor	8 days	Mon 11/2/09	Mon 11/2/09	Henry									
14	Mount sketches 5th Flr-Tag County Counsel Move	3 days	Tue 10/27/09	Thu 10/29/09	Henry									
15	Walk Move with Mover and Furniture Vendor	1 day	Mon 11/2/09	Mon 11/2/09	Total Plan/Movers/ Henry									
16	5th Floor County Counsel Move	5 days	Thu 11/5/09	Mon 11/9/09	Mover Vendors									
17	Computer disconnected (approx 51 HC) start at 5:00 PM	1 day	Thu 11/5/09	Thu 11/5/09	IT									
18	Disassemble modular furniture to be modified there- 5:00 PM cart	1 day	Fri 11/6/09	Fri 11/6/09	Mover Vendors									
19	Movers load disconnected computers/approx 60) on carts & stage-	1 day	Fri 11/6/09	Fri 11/6/09	Mover Vendors									
20	Move all modular desks to be modified to Reg Tower by 12:00 PM	2 days	Fri 11/6/09	Sat 11/7/09	Total Plan/Movers									
21	Furniture reloff for new offices	1 day	Fri 11/6/09	Fri 11/6/09	Mover Vendors									
22	Move all remaining furniture/ computers next/ boxes and library carts last	2 days	Fri 11/6/09	Sat 11/7/09	Total Plan/Movers									
23	Install Computers	1 day	Sun 11/8/09	Sun 11/8/09	IT									
24	Trouble shoot/ develop punch list- start at 8:00 AM	1 day	Mon 11/9/09	Mon 11/9/09	Henry/CC									
25	Move Meeting- Probations 6th Flr- 10:30 AM	1 day	Tue 10/13/09	Tue 10/13/09	Henry									
26	Probations 6th Floor	12 days	Tue 11/10/09	Mon 11/23/09	Henry									
27	Probations: Tag desk setups for reloff	2 days	Mon 11/9/09	Tue 11/10/09	Henry									
28	Move to install protection at out & in locations for move-	1 day	Mon 11/9/09	Mon 11/9/09	Mover Vendors									
29	Disassemble desks- During business hours	8 days	Mon 11/9/09	Wed 11/18/09	GM									
30	Pre-arranges in offices as needed	6 days	Mon 11/9/09	Mon 11/16/09	Mover Vendors									
31	Mount sketches 6th Flr- Tag Probations Move	5 days	Mon 11/9/09	Fri 11/13/09	Henry									
32	Move modular Desk setups to 6th floor Regency Towers	8 days	Mon 11/9/09	Wed 11/18/09	GM									
33	Reloff desk setups and install in offices 6th Flr	8 days	Mon 11/9/09	Wed 11/18/09	GM									
34	Walk out location with Mover and Furniture vendors	1 day	Mon 11/16/09	Mon 11/16/09	Henry/ Move Vendor									
35	6th Floor Probations Move	5 days	Thu 11/19/09	Mon 11/23/09	Mover Vendors									
36	Computer disconnected (approx 58 HC) start at 5:00 PM	1 day	Thu 11/19/09	Thu 11/19/09	IT									
37	Movers load disconnected computers/approx 68) on carts & stage-	1 day	Fri 11/20/09	Fri 11/20/09	Mover Vendors									
38	Move all computers FIRST/ furniture/ boxes and library carts last	2 days	Fri 11/20/09	Sat 11/21/09	Mover Vendors									
39	Install Computers	1 day	Sun 11/22/09	Sun 11/22/09	IT									
40	Trouble shoot/ develop punch list- start at 8:00 AM	1 day	Mon 11/23/09	Mon 11/23/09	Henry/Probations									

Regency Tower Move Schedule

ID	Last Name	Duration	Start	Finish	Resource Names	Jul '09	Aug '09	Sep '09	Oct '09	Nov '09	Dec '09	Jan '10	Feb '10	Mar '10
48	DA 8th Floor	1 day	Wed 10/21/09	Wed 10/21/09	Heery									
49	DA 10th at 2nd Flr-Tag	12 days	Tue 12/8/09	Mon 12/21/09	Heery									
50	Movers to have bldg. protection in place at in locations for move	1 day	Tue 12/8/09	Tue 12/8/09	Heery									
51	Classroom desks	1 day	Tue 12/8/09	Tue 12/8/09	Mover Vendors									
52	Presal tables in offices	5 days	Tue 12/8/09	Tue 12/15/09	Furniture Vendor									
53	Mount sketches 8th Flr-Tag	4 days	Tue 12/8/09	Fri 12/11/09	Heery									
54	Mount sketches 8th Flr-Tag	6 days	Tue 12/8/09	Tue 12/15/09	Furniture Vendor									
55	Move Desk setups and install in offices @RT 8th Flr	5 days	Tue 12/8/09	Tue 12/15/09	Furniture Vendor									
56	Rectifi desk setups and install in offices @RT 8th Flr	7 days	Tue 12/8/09	Wed 12/15/09	Furniture Vendor									
57	Walk out locations with Mover and Furniture Vendors	1 day	Mon 12/14/09	Mon 12/14/09	Heery/ Mover Vendor									
58	8th Floor DA - Admin Move	5 days	Thu 12/17/09	Mon 12/21/09	Mover Vendors									
59	Disassemble remaining modular desks-start at 3:00PM	1 day	Thu 12/17/09	Thu 12/17/09	IT									
60	Computer disconnected (approx 74 HC) start at 5:00PM	1 day	Fri 12/18/09	Fri 12/18/09	Mover Vendors									
61	Movers to have bldg. protection in place at out locations for move	1 day	Fri 12/18/09	Fri 12/18/09	Mover Vendors									
62	Movers lead disconnected computers (approx 74) on carts & stage at Out Location.	2 days	Fri 12/18/09	Sat 12/19/09	Mover Vendors									
63	Move all remaining furniture/ computers next / boxes and library carts last	1 day	Sun 12/20/09	Sun 12/20/09	IT									
64	Install Computers	1 day	Mon 12/21/09	Mon 12/21/09	Heery/DA									
65	Trouble shoot develop punch list - start at 8:00 AM	1 day	Mon 12/21/09	Mon 12/21/09	Heery/DA									
66	Move Meeting for DA Office 1st & 2nd Floors	1 day	Thu 11/12/09	Thu 11/12/09	Heery									
67	DA 1st & 2nd Floors	7 days	Tue 11/10/09	Mon 11/11/09	Heery									
68	Mount sketches 1st & 2nd Flr-Tag	4 days	Mon 11/16/09	Wed 11/18/09	Heery/ Mover Vendor									
69	Walk out locations with Mover and Furniture Vendors	1 day	Wed 11/18/09	Wed 11/18/09	IT									
70	Computer disconnected (approx 69HC) start at 5:00 PM	1 day	Thu 11/19/09	Thu 11/19/09	Mover Vendors									
71	Movers to install bldg. protection at out & in locations for move-	1 day	Fri 11/20/09	Fri 11/20/09	Mover Vendors									
72	Movers lead disconnected computers (approx 69) on carts & stage at Out Location.	2 days	Fri 11/20/09	Sat 11/21/09	Mover Vendors									
73	Move all furniture/ computers next / boxes and library carts last	1 day	Sun 11/22/09	Sun 11/22/09	IT									
74	Install Computers	1 day	Mon 11/23/09	Mon 11/23/09	Heery/DA									
75	Trouble shoot develop punch list - start at 8:00 AM	1 day	Mon 11/23/09	Mon 11/23/09	Heery/DA									
76	Move Meeting for DA Office 3rd Floor	1 day	Tue 11/24/09	Tue 11/24/09	Heery									
77	DA 3rd Floor	7 days	Tue 11/24/09	Mon 11/29/09	Heery									
78	Mount sketches 3rd Flr-Tag	4 days	Wed 11/25/09	Wed 11/25/09	Heery									
79	Walk out locations with Mover and Furniture vendors	1 day	Tue 11/24/09	Tue 11/24/09	Heery/ Move Vendor									
80	3rd Floor DA Move	5 days	Thu 11/26/09	Mon 11/29/09	Mover Vendors									
81	Movers to install bldg. protection at out & in locations for move-	1 day	Thu 11/26/09	Thu 11/26/09	Mover Vendors									
82	Computer disconnected (approx 90 HC) start at 5:00 PM	1 day	Thu 11/26/09	Thu 11/26/09	IT									
83	Movers lead disconnected computers (approx 90) on carts & stage at Out Location.	2 days	Thu 11/26/09	Fri 11/27/09	Mover Vendors									
84	Move all furniture/ computers next / boxes and library carts last	1 day	Fri 11/27/09	Fri 11/27/09	IT									
85	Install Computers	1 day	Sun 11/29/09	Sun 11/29/09	Heery/DA									
86	Trouble shoot develop punch list - start at 8:00 AM	1 day	Mon 11/30/09	Mon 11/30/09	Heery/DA									
87	Move Meeting for DA Office 5th Floor	1 day	Wed 11/31/09	Wed 11/31/09	Heery									
88	DA 5th Floor	7 days	Tue 12/1/09	Mon 12/6/09	Heery									
89	Mount sketches 5th Flr-Tag	4 days	Wed 12/2/09	Mon 12/7/09	Heery									
90	Walk out locations with Mover and Furniture vendors	1 day	Tue 12/1/09	Tue 12/1/09	Heery/ Move Vendor									
91	3rd Floor DA Move	5 days	Thu 12/3/09	Mon 12/6/09	Mover Vendors									
92	Movers to install bldg. protection at out & in locations for move-	1 day	Thu 12/3/09	Thu 12/3/09	Mover Vendors									
93	Computer disconnected (approx 90 HC) start at 5:00 PM	1 day	Thu 12/3/09	Thu 12/3/09	IT									
94	Movers lead disconnected computers (approx 90) on carts & stage at Out Location.	2 days	Thu 12/3/09	Fri 12/4/09	Mover Vendors									
95	Move all furniture/ computers next / boxes and library carts last	1 day	Fri 12/4/09	Fri 12/4/09	IT									
96	Install Computers	1 day	Sun 12/6/09	Sun 12/6/09	Heery/DA									
97	Trouble shoot develop punch list - start at 8:00 AM	1 day	Mon 12/7/09	Mon 12/7/09	Heery/DA									

Regency Tower Move Schedule

ID	Task Name	Duration	Start	Finish	Resource Names	Jul '09	Aug '09	Sep '09	Oct '09	Nov '09	Dec '09	Jan '10	Feb '10	Mar '10	Rev: Wed 12/9/09
95	Walk out locations with Move and Furniture vendors	1 day	Tue 2/2/10	Tue 2/2/10	Heery/ Move Vendor										
96	9th Floor DA Move	5 days	Thu 2/4/10	Mon 2/8/10	Heery/ Move Vendor										
97	Computer disconnect (approx 78 HC) start at 5:00 PM	1 day	Thu 2/4/10	Thu 2/4/10	IT										
98	Movers to install bldg. protection at out & in locations for move-	1 day	Fri 2/5/10	Fri 2/5/10	Heery/ Move Vendor										
99	Movers load disconnected computers(approx 79) on carts & stage at Out Location.	1 day	Fri 2/5/10	Fri 2/5/10	Heery/ Move Vendor										
100	Move all furniture/ computers next / boxes and library carts last	2 days	Fri 2/5/10	Sat 2/6/10	Heery/ Move Vendor										
101	Install Computers	1 day	Sun 2/7/10	Sun 2/7/10	IT										
102	Trouble shoot develop punch list - start at 8:00 AM	1 day	Mon 2/8/10	Mon 2/8/10	Heery/DA										
103															
104	Move Meeting for DA Office 7th Floor	1 day	Wed 1/27/10	Wed 1/27/10	Heery										
105	DA 7th Floor	7 days	Tue 2/16/10	Mon 2/22/10	Heery										
106	Mount sketches 7th Fl- Tag DA Move	5 days	Wed 2/10/10	Tue 2/16/10	Heery										
107	Walk out locations with Move and Furniture vendors	1 day	Wed 2/17/10	Wed 2/17/10	Heery/ Move Vendor										
108	7th Floor DA Move	5 days	Thu 2/18/10	Mon 2/22/10	Heery/ Move Vendor										
109	Computer disconnect (approx 88HC) start at 5:00 PM	1 day	Thu 2/18/10	Thu 2/18/10	IT										
110	Movers to install bldg. protection at out & in locations for move-	1 day	Fri 2/19/10	Fri 2/19/10	Heery/ Move Vendor										
111	Movers load disconnected computers(approx 89) on carts & stage at Out Location.	1 day	Fri 2/19/10	Fri 2/19/10	Heery/ Move Vendor										
112	Move all furniture/ computers next / boxes and library carts last	2 days	Fri 2/19/10	Sat 2/20/10	Heery/ Move Vendor										
113	Install Computers	1 day	Sun 2/21/10	Sun 2/21/10	IT										
114	Trouble shoot develop punch list - start at 8:00 AM	1 day	Mon 2/22/10	Mon 2/22/10	Heery/DA										
115															
116	Move Meeting for DA Office 4th and 10th Floors	1 day	Wed 2/10/10	Wed 2/10/10	Heery										
117	DA 4th and 10th Floors	7 days	Tue 3/2/10	Mon 3/8/10	Heery										
118	Mount sketches 4th and 10th Fls- Tag DA Move	5 days	Wed 2/24/10	Tue 3/2/10	Heery										
119	Walk out locations with Move and Furniture vendors	1 day	Wed 3/3/10	Wed 3/3/10	Heery/ Move Vendor										
120	4th and 10th Floor DA Move	5 days	Thu 3/4/10	Mon 3/8/10	Heery/ Move Vendor										
121	Computer disconnect/4th fl approx 60HC fl approx 38 HC) start at 5:00 PM	1 day	Thu 3/4/10	Thu 3/4/10	IT										
122	Movers to install bldg. protection at out & in locations for move-	1 day	Fri 3/5/10	Fri 3/5/10	Heery/ Move Vendor										
123	Movers load disconnected computers(approx 99) on carts & stage at Out Location.	1 day	Fri 3/5/10	Fri 3/5/10	Heery/ Move Vendor										
124	Move all furniture/ computers next / boxes and library carts last	2 days	Fri 3/5/10	Sat 3/6/10	Heery/ Move Vendor										
125	Install Computers	1 day	Sun 3/7/10	Sun 3/7/10	IT										
126	Trouble shoot develop punch list - start at 8:00 AM	1 day	Mon 3/8/10	Mon 3/8/10	Heery/DA										

Project: Regency Tower Move In-Site
 Date: Wed 12/9/09
 Heery International Inc.

Task: [Redacted] Progress: [Redacted] Milestone: [Redacted]

Summary: [Redacted] Project Summary: [Redacted] External Tasks: [Redacted] External Milestone: [Redacted] Deadline: [Redacted]

Regency Tower Move In-Schedule-12-9-09 ver 2000-2003.mpp

AMENDMENT No. 4
TO THE
CONSULTING SERVICES AGREEMENT

This Amendment to CONSULTING SERVICES AGREEMENT is made and entered into this 2nd day of December, 2009 by and between the County of Riverside ("COR") located at 3133 Mission Inn Avenue, Riverside, California 92507 and Heery International, Inc. ("Heery") located at 6420 Wilshire Boulevard, 18th Floor, Los Angeles, California 90048.

Whereas, the County and Heery have previously entered into a CONSULTING SERVICES AGREEMENT dated January 3, 2007;

Now therefore, the County (COR) and Heery mutually agree as follows:

1. The County has requested that Heery International incorporate the County's existing inventory of office furniture from the County Counsel, Probation and District Attorney's Departments into the revised floor plans of the **Downtown Law Building** (formerly known as the **Regency Tower**) for Floors 1-10. The configuration of the new office spaces is typically 9'-6" x 15'-6" (e.g. rectangular) whereas their existing offices are square in nature, requiring furniture modifications to accommodate the new office spaces within the Downtown Law Building. This request was based on the need of COR to limit expenditures for new case goods and utilize existing furniture wherever possible at a substantial cost savings to the County.
2. Heery assisted the COR's Purchasing Department in the issuance of this RFP for used systems furniture (cubicles) and the contract was awarded to Seal Furniture. The Seal furniture was of different sizes (non-County standards of 8' x 8' or 8' x 10') and layout configurations as originally planned by Heery and approved by the DA. This change in direction affected the Move Plans, personnel assignments, printer/copier locations and workstation numbers.
3. Heery prepared a used furniture inventory to assist the COR's Purchasing Department's acquisition of supplemental, used free-standing office furniture to augment the COR's existing stock among the three departments.
4. As an additional cost savings measure, the COR approved the request of the Probations Department to relocate both their existing cubicles (30 units) and office furniture from the Metro Center to the 6th Floor of the Regency Tower. This directive also applied to the existing office furniture for the County Counsel.

5. The COR requested that Heery adjust their Move Plans and coordinate the work effort for the cubicle and furniture layout; garnering proposals from the various furniture vendors for dismantling, relocation, re-installation of the cubicles and required modifications to the existing case goods to fit within the new office configurations.
6. The COR requested Heery to provide two (2) additional inventories for the DA for the TSU and Child Recovery Units that were not identified in the surveys conducted in November 2008, March 2009 and May 2009. The DA has subsequently had several internal moves in their existing locations that affected the final layout in the Downtown Law Building that required multiple revisions to the Master Move Plans.
7. The COR requested that Heery garner proposals and enter into a contract on behalf of the COR for reused/used metal shelving to accommodate the forensics evidence move from the Jurupa Storage Unit to the 4th Floor of the Downtown Law Building.
8. In order to accommodate the moves for the three (3) departments (approximately 587 employees) with existing furniture requiring modification, Heery revised their original move schedule from four (4) moves (contents only) to a total of ten (10) moves, extending the overall Project Management Schedule from December 2009 through March 2010.

Compensation associated with this amendment shall be on a lump sum basis:

- Project Number 0623401: Seventy thousand dollars (\$70,000.00) for Heery International's (Long Beach Office) direct labor costs for design and planning.

Compensation associated with this amendment shall be on a not to exceed basis:

- Project Number 0623400: Ninety five thousand dollars (\$95,000.00) for Heery International's (Los Angeles Office) direct labor costs for management and field supervision.
- Project Number 0623400: Five thousand dollars (\$5,000.00) for anticipated combined, additional expenses, including printing and travel.
- Project Number 0623400: Nineteen thousand one hundred forty seven dollars (\$19,147.00) for re-used/used metal shelving and installation (Leeward Shelving & Filing Systems) as a direct reimbursable expense.
- Project Number 0623400: One hundred sixteen thousand nine hundred eleven dollars (\$116,911.00) for Additional Cost of Move (King Office Services) in addition to the original estimate of \$100,000 (contents only) in Amendment No. 1 as a direct reimbursable expense.

Grand Total: Three hundred - six thousand - fifty eight dollars (\$306,058.00). Billing for this scope of work shall be on a monthly progress, scope of work complete basis.

Schedule: The anticipated schedule to perform the defined scope of work is from June 2009 through March, 2010.

Personnel and their respective titles assigned to this effort scope of work are listed in Exhibit "A" To Amendment No. 4.

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SIGNATURES TO FOLLOW ON THE NEXT PAGE.

COUNTY OF RIVERSIDE

HEERY INTERNATIONAL, INC.

By T.L. Miller

Tim Miller, Asst. Director
Facilities – Design & Construction

By Robert Chomiak

Robert Chomiak
Vice President, Regional Manager

Dated 15 December, 2009

Dated 2 December, 2009

EXHIBIT "A"
To Amendment No. 4

Personnel	Title
Janet Robertson	Sr. Project Manager
Elaine Ettinger	Move Coordinator
Laura Lara	Technical Support
Richard Dilday	Area Manager
Roni Primavera	Move Management
Ron King	Project Manager
Ray Juncosa	VP (Technical Advisor)
Ron Clement	Project Director

Regency Tower Move Schedule

ID	Task Name	Duration	Start	Finish	Resource Name	Jul '09	Aug '09	Sep '09	Oct '09	Nov '09	Dec '09	Jan '10	Feb '10	Mar '10
1	Issue all Floors for Move Bid	1 day	Wed 9/16/09	Wed 9/16/09	Heery									
2	Issue Used Furniture Casagood Bid package	1 day	Wed 9/16/09	Wed 9/16/09	COR Fac/Purchasing									
3	Move Bid review (COR Facilities and Purchasing)	7 days	Wed 9/16/09	Thu 9/24/09	COR Fac/Purchasing									
4	Move Bid period	14 days	Mon 9/28/09	Thu 10/15/09	Mover Vendors									
5	Used Casagood- Bid period	16 days	Wed 9/16/09	Wed 10/7/09	Furniture Vendors									
6	Move Bid Job Walk Meeting	1 day	Wed 10/7/09	Wed 10/7/09	Heery/COR/Vendors									
7	Move Bid Due Date	1 day	Thu 10/15/09	Thu 10/15/09	Mover Vendors									
8	Review of Casagood Bids	11 days	Thu 10/15/09	Thu 10/22/09	COR Fac/Purchasing									
9	Award and contract for Used Furniture Casagood	5 days	Fri 10/23/09	Thu 10/29/09	COR Fac/Purchasing									
10	Review and Award Mover Bid	6 days	Thu 10/15/09	Thu 10/22/09	COR Fac/Purchasing									
11	Dataper/ install New Used Casagoods-RT(Regency Tower)	8 days	Wed 10/21/09	Fri 10/30/09	Used Furn Vendor									
12	Move Meeting- County Counsel 6th Fl- 10:00AM	1 day	Mon 10/26/09	Mon 10/26/09	Heery									
13	County Counsel 6th Floor	8 days	Mon 10/26/09	Mon 11/9/09	Heery									
14	Mount sketches 5th Fl-Tag County Counsel Move	3 days	Tue 10/27/09	Thu 10/29/09	Heery									
15	Walk Move with Mover and Furniture vendor	1 day	Mon 11/2/09	Mon 11/2/09	Total Plan/Mover/Heery									
16	8th Floor County Counsel Move	5 days	Thu 11/5/09	Mon 11/9/09	Mover Vendors									
17	Computer disconnected (approx 51 HC) start at 5:00 PM	1 day	Thu 11/5/09	Thu 11/5/09	IT									
18	Disassemble modular furniture to be modified first - 5:00 PM start	1 day	Thu 11/5/09	Thu 11/5/09	Total Plan									
19	Movers to install protection at out & in locations for move- 7:00 AM	1 day	Fri 11/6/09	Fri 11/6/09	Mover Vendors									
20	Movers load disconnected computers(approx 60) on carts & stages.	1 day	Fri 11/6/09	Fri 11/6/09	Mover Vendors									
21	Move all modular desks to be modified to Reg Tower by 12:00 PM	1 day	Fri 11/6/09	Fri 11/6/09	Mover Vendors									
22	Furniture report for new offices	2 days	Fri 11/6/09	Sat 11/7/09	Total Plan/Movers									
23	Move all remaining furniture/ computers next/ boxes and library carts last	2 days	Fri 11/6/09	Sat 11/7/09	Mover Vendors									
24	Install Computers	1 day	Sun 11/8/09	Sun 11/8/09	IT									
25	Trouble shoot develop punch list - start at 8:00 AM	1 day	Mon 11/9/09	Mon 11/9/09	Heery/CC									
26	Move Meeting-Probations 6th Fl- 10:00 AM	1 day	Tue 10/13/09	Tue 10/13/09	Heery									
27	Probations 6th Floor	12 days	Tue 11/10/09	Mon 11/23/09	Heery									
28	Probations-Tag desk setups for retrofit	2 days	Mon 11/9/09	Tue 11/10/09	Heery									
29	Movers to install protection at out & in locations for move-	1 day	Mon 11/9/09	Mon 11/9/09	Mover Vendors									
30	Disassemble desks- During business hours	8 days	Mon 11/9/09	Wed 11/18/09	GM									
31	Presetables in offices as needed	6 days	Mon 11/9/09	Mon 11/16/09	Mover Vendors									
32	Mount sketches 6th Fl-Tag Probations Move	5 days	Mon 11/9/09	Fri 11/13/09	Heery									
33	Move modular Desk setups to 6th floor Regency Towers	8 days	Mon 11/9/09	Wed 11/18/09	GM									
34	Retrofit desk setups and install in offices @RT 6th Fl	8 days	Mon 11/9/09	Wed 11/18/09	GM									
35	Walk out location with Mover and Furniture vendors	1 day	Mon 11/9/09	Mon 11/9/09	Heery/Move Vendor									
36	6th Floor Probations Move	5 days	Thu 11/19/09	Mon 11/23/09	Mover Vendors									
37	Computer disconnect (approx 68 HC) start at 5:00 PM	1 day	Thu 11/19/09	Thu 11/19/09	IT									
38	Movers lead disconnected computers(approx 68) on carts & stages--	1 day	Fri 11/20/09	Fri 11/20/09	Mover Vendors									
39	Move all computers FIRSTV (furniture) boxes and library carts last.	2 days	Fri 11/20/09	Sat 11/21/09	Mover Vendors									
40	Install Computers	1 day	Sun 11/22/09	Sun 11/22/09	IT									
41	Trouble shoot develop punch list - start at 8:00 AM	1 day	Mon 11/23/09	Mon 11/23/09	Heery/Probations									

Project: Regency Tower Move In Schdule- 12-8-09 ver 2010-2003.rnp

Client: West 12/8/09

Agency: Tower Move In Schedule- 12-8-09 ver 2010-2003.rnp

Project Summary

External Tasks

External Milestone

Deadline

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Regency Tower Move Schedule

ID	Task Name	Duration	Start	Finish	Resource Names	Jul '09	Aug '09	Sep '09	Oct '09	Nov '09	Dec '09	Jan '10	Feb '10	Mar '10
48	Move Meeting for DA Office 8th Floor - 10:00 AM	1 day	Wed 10/21/09	Wed 10/21/09	Heery									
49	DA 8th Floor	12 days	Tue 12/8/09	Mon 12/21/09	Heery									
50	DA 10th & 2nd Flr-Tag desk setup for retrofit.	1 day	Tue 12/8/09	Tue 12/8/09	Heery									
51	Movers to have bldg protection in place at locations for move	1 day	Tue 12/8/09	Tue 12/8/09	Heery									
52	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
53	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
54	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
55	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
56	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
57	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
58	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
59	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
60	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
61	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
62	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
63	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
64	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
65	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
66	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
67	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
68	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
69	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
70	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
71	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
72	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
73	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
74	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
75	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
76	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
77	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
78	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
79	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
80	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
81	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
82	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
83	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
84	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
85	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
86	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
87	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
88	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
89	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
90	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
91	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
92	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
93	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									
94	Disassemble desks	6 days	Tue 12/8/09	Tue 12/15/09	Heery									

Regency Tower Move Schedule

Rev: Wed 1/28/09

ID	Task Name	Duration	Start	Finish	Resource Names	Alt 09	Aug 09	Sep 09	Oct 09	Nov 09	Dec 09	Jan 10	Feb 10	Mar 10
95	Walk out locations with Move and Furniture vendors	1 day	Tue 2/21/10	Tue 2/21/10	Henry/Move Vendor									
96	9th Floor DA Move	5 days	Thu 2/4/10	Mon 2/8/10	Henry/Move Vendor									
97	Computer disconnected (approx 78 HC) start at 5:00 PM	1 day	Thu 2/4/10	Thu 2/4/10	IT									
98	Movers to install bldg protection at out & in locations for move-	1 day	Fri 2/5/10	Fri 2/5/10	Move Vendors									
99	Movers lead disconnected computers (approx 78) on carts & stage at Out Location.	1 day	Fri 2/5/10	Fri 2/5/10	Move Vendors									
100	Move all furniture/ computers next / boxes and library carts last	2 days	Fri 2/5/10	Sat 2/6/10	Move Vendors									
101	Install Computers	1 day	Sun 2/7/10	Sun 2/7/10	IT									
102	Trouble shoot develop punch list - start at 8:00 AM	1 day	Mon 2/8/10	Mon 2/8/10	Henry/DA									
103														
104	Move Meeting for DA Office 7th Floor	1 day	Wed 1/27/10	Wed 1/27/10	Henry									
105	DA 7th Floor	7 days	Tue 2/16/10	Mon 2/22/10	Henry									
106	Mount sketches 7th Fr-Tag DA Move	5 days	Wed 2/10/10	Tue 2/16/10	Henry									
107	Walk out locations with Move and Furniture vendors	1 day	Wed 2/17/10	Wed 2/17/10	Henry/Move Vendor									
108	7th Floor DA Move	5 days	Thu 2/18/10	Mon 2/22/10	Move Vendors									
109	Computer disconnected (approx 88HC) start at 5:00 PM	1 day	Thu 2/18/10	Thu 2/18/10	IT									
110	Movers to install bldg protection at out & in locations for move-	1 day	Fri 2/19/10	Fri 2/19/10	Move Vendors									
111	Movers lead disconnected computers (approx 88) on carts & stage at Out Location.	1 day	Fri 2/19/10	Fri 2/19/10	Move Vendors									
112	Move all furniture/ computers next / boxes and library carts last	2 days	Fri 2/19/10	Sat 2/20/10	Move Vendors									
113	Install Computers	1 day	Sun 2/21/10	Sun 2/21/10	IT									
114	Trouble shoot develop punch list - start at 8:00 AM	1 day	Mon 2/22/10	Mon 2/22/10	Henry/DA									
115														
116	Move Meeting for DA Office 4th and 10th Floors	1 day	Wed 2/10/10	Wed 2/10/10	Henry									
117	DA 4th and 10th Floors	7 days	Tue 3/2/10	Mon 3/8/10	Henry									
118	Mount sketches 4th and 10th Frs-Tag DA Move	5 days	Wed 2/24/10	Tue 3/2/10	Henry									
119	Walk out locations with Move and Furniture vendors	1 day	Wed 3/3/10	Wed 3/3/10	Henry/Move Vendor									
120	4th and 10th Floor DA Move	5 days	Thu 3/4/10	Mon 3/8/10	Move Vendors									
121	Computer disconnected (4th & approx 88/10th fr approx 38 HC) start at 5:00 PM	1 day	Thu 3/4/10	Thu 3/4/10	IT									
122	Movers to install bldg protection at out & in locations for move-	1 day	Fri 3/5/10	Fri 3/5/10	Move Vendors									
123	Movers lead disconnected computers (approx 88) on carts & stage at Out Location.	1 day	Fri 3/5/10	Fri 3/5/10	Move Vendors									
124	Move all furniture/ computers next / boxes and library carts last	2 days	Fri 3/5/10	Sat 3/6/10	Move Vendors									
125	Install Computers	1 day	Sun 3/7/10	Sun 3/7/10	IT									
126	Trouble shoot develop punch list - start at 8:00 AM	1 day	Mon 3/8/10	Mon 3/8/10	Henry/DA									

Project: Regency Tower Move in Sch...
 DA 4th and 10th Floors
 Henry International Inc.

Task Split Progress Milestone Summary External Tasks External Milestone Deadline

Regency Tower Move in Schedule - 12-24-08 ver 2000-2003.mpp

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