

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



233c

**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
June 16, 2011

**SUBJECT:** Highgrove Center Street Trunk Sewer Project – Findings & Consent to Payment

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

1. Make the following findings pursuant to Seciton 33445 of the Health and Safety Code:
  - a. That the proposed Highgrove Center Street Trunk Sewer Project is of primary benefit to the I-215 Corridor Redevelopment Project Area as it will add sanitary sewer facilities that will serve the project area;
  - b. No other reasonable means of financing the project are available to the community due to the fact that the current economic crisis has substantially reduced the community's revenues to fund the project;

(Continued)

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 246,423	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

**COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:** Yes

<b>SOURCE OF FUNDS:</b> Interstate 215 Corridor Redevelopment Capital Improvement Funds Highgrove Sub-Area	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY:   
Elizabeth J. Olson

**County Executive Office Signature**

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: Samuel Wong 6/22/11  
 DATE: 6/22/11  
 SAMUEL WONG  
 ANITA C. WILLIS  
 FORM APPROVED COUNTY COUNSEL  
 BY: Anita C. Willis 6/16/11  
 DATE: 6/16/11  
 ANITA C. WILLIS  
 Policy  Policy   
 Consent  Consent   
 Dept's Recomm.:  Per Exec. Ofc.:

Prev. Agn. Ref.: 3.41 of 5/4/10; 4.2 of 5/4/10 | District: 5 | Agenda Number:

**3.116**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**RECOMMENDED MOTION:** (Continued)

- c. The payment of funds for the project is consistent with the Implementation Plan adopted pursuant to Health and Safety Code 33490, which includes construction of public infrastructure; and
2. Consent to the payment of redevelopment funds for the project in the amount of \$246,423.

**BACKGROUND:**

When the design documents were prepared for this project, project engineer Krieger and Stewart, Inc. hired Safr Dig to perform potholing to locate utilities and obstructions that the sewer design would have to take into account. When construction began, the location of the Riverside Canal was incorrect.

The resulting construction work under the TBU, Inc. contract required to address the canal crossing issue exceeds the Redevelopment Agency's (RDA) Executive Director's one-time construction change order authority under Board Policy B-11 and exceeds the 10% contingency set aside for the project. There are sufficient funds in the budget to cover the proposed change order cost for the construction component, which is \$295,894. RDA staff and Krieger and Stewart have determined that the cost is a fair and accurate estimate of the cost to address the issue per the agreed upon design changes.

The Redevelopment Agency recommends that the Board approve the aforementioned findings and consent to the expenditure of redevelopment funds for the project.

1 **SECOND AMENDMENT TO THE AGREEMENT**  
2 **FOR CONSULTING SERVICES BY AND BETWEEN**  
3 **THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**  
4 **AND KRIEGER & STEWART, INCORPORATED**  
5 **FOR THE HIGHGROVE CENTER STREET TRUNK SEWER PROJECT**

6 **THIS SECOND AMENDMENT TO THE "Agreement for Consulting Services**  
7 **by and between the Redevelopment Agency for the County of Riverside and**  
8 **Krieger & Stewart, Incorporated for the Highgrove Center Street Trunk Sewer**  
9 **Project** (the "Amendment") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_,  
10 2011, by and between the Redevelopment Agency for the County of Riverside, a  
11 public body (hereinafter "AGENCY"), and Krieger & Stewart, Incorporated (hereinafter  
12 "CONSULTANT").

13 **WITNESSETH**

14 **WHEREAS**, the parties entered into the original Agreement on July 15, 2008  
15 and amended the agreement on March 23, 2010; and

16 **WHEREAS**, the scope of services required for successful completion of the  
17 proposed project has changed; and

18 **WHEREAS**, AGENCY is requesting that the CONSULTANT provide for  
19 additional services; and

20 **WHEREAS**, the original scope of services required for successful completion of  
21 the project provided by CONSULTANT has been expanded due to the need for  
22 additional design engineering, construction engineering, and construction inspection  
23 for the Center Street Trunk Sewer Project in the community of Highgrove; and

24 **WHEREAS**, CONSULTANT shall perform the services described in Exhibit "A",  
25 Exhibit "A-1" , and Exhibit "A-2" (attached hereto) of this Amendment through project  
26 completion unless the work program is altered by written amendments pursuant to the  
27 provisions in Section 4 of the original Agreement; and

28 **WHEREAS**, the fees for the original Agreement were \$298,800; and

**WHEREAS**, the fees for the additional services in the First Amendment to the

1 agreement were \$432,800; and

2 **WHEREAS**, the fees for the additional services in this Amendment total  
3 \$246,423; and

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 original Agreement is hereby amended to read in its  
8 entirety as follows:

9 **Section 1. SCOPE OF WORK.** The CONSULTANT shall perform all services  
10 and other activities necessary to design and prepare construction documents ready to  
11 advertise and receive bids for the project in accordance with the terms of the  
12 Agreement dated June 12, 2007 and the First Amendment dated October 3, 2008.  
13 Additional services to be performed by the CONSULTANT include engineering  
14 services as described in Exhibit "A-2", incorporated herein and attached hereto.

15 **B.** Section 2 of the original Agreement is hereby amended and will  
16 read in its entirety as follows:

17 **Section 2. CONSULTANT'S COMPENSATION AND METHOD OF**  
18 **PAYMENT.**

19 CONSULTANT compensation shall be an amount not to exceed Nine Hundred  
20 Seventy-Eight Thousand Twenty-Three (\$978,023) Dollars. CONSULTANT shall  
21 submit monthly invoices to AGENCY for progress payments based on work completed  
22 during the preceding month and actual costs incurred. Payments made prior to the  
23 completion of each phase will not exceed the amount allowed in CONSULTANT'S  
24 cost proposal for the completion of that phase and prior phase, unless a prior written  
25 agreement has been obtained. Invoices shall be submitted to the AGENCY  
26 Designated Representative and shall include a Progress Report covering the same  
27 period as the submitted invoice. AGENCY shall reimburse CONSULTANT as promptly  
28 as fiscal procedures will permit upon receipt by the AGENCY Designated

1 Representative of itemized invoices. In the event of errors or omissions in the plans for  
2 the Project, AGENCY shall have the option to require CONSULTANT to perform the  
3 necessary engineering services required to correct such errors and omissions without  
4 charge to the AGENCY.

5 C. Section 5 of the agreement is hereby amended in its entirety to  
6 read as follows:

7 **Section 5. TIME OF PERFORMANCE.**

8 Consultant shall commence and complete performance of services described in  
9 Exhibit "A" and "A1" and "A2" within two (2) years of execution of this Agreement by  
10 AGENCY and agrees that it will diligently and responsibly pursue the performance of  
11 the services required of it by this Agreement. CONSULTANT will perform the services  
12 detailed in Exhibit "A" and "A1" and "A2" through project completion. Any delay in  
13 providing PROJECT services required by this Agreement occasioned by causes  
14 beyond the control and not due to the fault or negligence of CONSULTANT shall be  
15 the reason for granting an extension of time for the completion of the aforesaid work.  
16 When such delay occurs, CONSULTANT shall promptly notify AGENCY in writing of  
17 the cause and of the extent of the delay whereupon AGENCY shall ascertain the facts  
18 and the extent of the delay and grant an extension of time for the completion of the  
19 work when findings of fact justify such an extension of time.

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

3  
4 **REDEVELOPMENT AGENCY**  
5 **FOR THE COUNTY OF RIVERSIDE**

**KRIEGER & STEWART**  
**INCORPORATED**

6  
7 \_\_\_\_\_  
8 **BOB BUSTER**  
9 **Chairman, Board of Directors**

\_\_\_\_\_ **Mark E. Messersmith**  
**Vice President**

10 \_\_\_\_\_  
11 **Charles A. Krieger**  
**President**

12 **APPROVED AS TO FORM:**  
13 **PAMELA WALLS**  
14 **AGENCY COUNSEL**

15 By *P. Walls* 6/20/11  
16 **Deputy**

17 **ATTEST:**  
18 **KECIA HARPER-IHEM**  
19 **CLERK OF THE BOARD**

20 By \_\_\_\_\_  
21 **Deputy**

April 14, 2011

807-37.1 A / 807-37.6 A

Andrew Frost, 5th District Regional Manager  
Redevelopment Agency for the County of Riverside  
1325 Spruce Street, Suite 400  
Riverside, CA 92507

Subject: Community of Highgrove Center Street Trunk Sewer  
Proposed Second Amendment for Supplemental Engineering Services

Dear Mr. Frost:

Pursuant to our discussions, we have prepared this letter to respectfully request an amendment to our Engineering Services Agreement to add the services outlined below. The supplemental engineering services are composed of two components: (1) providing additional construction engineering services (contract administration and field inspection) related to the trunk sewer installation and (2) design and construction services related to street modifications in La Cadena Avenue, both found to be necessary during the course of the project, but not included in the scope of services set forth in our original agreement (July 15, 2008) nor included in our first amendment (March 23, 2010). Each component is described separately below.

A. Additional Construction Engineering Services for Trunk Sewer Installation

Krieger & Stewart's construction engineering services, as set forth in our first amendment, provided for a 29-week construction period for the trunk sewer installation, which matched the Contract Completion Schedule. The Contractor, TBU Construction, was given Notice to Proceed on May 4, 2010. Krieger & Stewart's construction engineering services through February 26, 2010, a period of 43 weeks from the Notice to Proceed, exhausted our original construction services fee estimate of \$309,200. This was attributable to two reasons: (1) TBU's schedule and progress resulted in less time for our staff on weekly basis during the early months of construction (particularly field staff) and (2) we utilized budget components related to remaining services (balance of construction staking, final inspections, record drawings) to extend our contract administration and inspection period (see Item 3 in table below). The proposed second amendment will re-establish those budget components by increasing the contract administration/inspection services period to reflect the actual construction period.

With respect to the actual construction period, TBU has continued work on the project since February 26 and will continue to work on Phase 1 (the last segment of trunk sewer installation) at least until the current completion date of June 1, 2011, which results in a total of 59 weeks of construction activities. Following is a summary of the estimated contract administration and field inspection for services from February 26 through June 1 2011, based on the estimated weekly time and rates set forth in our original proposal.

Andrew Frost  
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<u>Component</u>	<u>Subtotal</u>	<u>Total</u>
1. Inspection from February 26, 2011 to June 1, 2011 (this assumes all construction would be completed by June 1, 2011)		
14 weeks at \$4,100 per week (weekly amount from our original proposal)		\$57,400
2. Contract Administration from February 26, 2011 to June 17, 2011 (this assumes all services would be completed by June 17, 2011)		
16 weeks at \$3,390 per week (weekly amount from our original proposal)		\$54,240
3. Re-establish Budget Components for:		
Construction Staking (partial)	\$10,000	
Final Inspection	\$4,352	
Record Drawings (partial)	\$2,053	
Warranty Inspection	\$1,438	
		\$17,843
Total		\$129,483

B. Design and Construction of La Cadena Street Improvements

This component includes both design and construction services related to modifications of La Cadena Avenue in the vicinity of the Riverside Canal, necessary to enable gravity flow of the sewer line for the initial condition (extremely low flow) to ultimate condition ( area build out). Services include preliminary engineering (numerous meetings with City of Riverside Public Works and Public Utilities staffs to identify the preferred modifications, including feasibility analyses and preliminary design of a number of alternatives), design of the chosen alternative and preparation of construction drawings for same (including retaining walls, reinforced concrete encasements, and reinforced concrete bridges where the trunk sewer crosses the Riverside Canal), assisting Agency staff in securing bids and executing contract for the work, contract administration, construction inspection, staking, and plan checking fees. We estimate the modifications can be constructed in 6 weeks. Our estimated fees for the services described are set forth below and are based on the estimated weekly time and rates set forth in our original proposal.



Andrew Frost  
April 14, 2011  
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	<u>Component</u>	<u>Total</u>
1.	Preliminary and Final Design Services for Street Modifications	\$60,000
2.	Inspection 6 weeks at \$4,100 per week	\$24,600
3.	Contract Administration 6 weeks at \$3,390 per week	\$20,340
4.	Construction Staking	\$5,000
5.	City Plan Checking Fee	\$7,000
	Total	\$116,940

Based on the above, we respectfully request that the Agency increase our engineering fee for our construction engineering services from \$309,200 to \$555,623 (an increase of \$246,423, \$129,483 + \$116,940) as the result of Krieger & Stewart providing construction engineering services for 59 weeks in lieu of the 29 weeks set forth in our proposal and for design and construction engineering services related to the street improvements for East La Cadena Drive.

We are available to discuss our request with you at your convenience.

Sincerely,

KRIEGER & STEWART

  
Charles A. Krieger



Mark E. Messersmith

CAK/MEM/jcb  
807-37P1-AMENDMENT 2

# TED BURTON'S UNDERGROUND, INC.



Developer: County of Riverside Redevelopment agency

4/5/2011

Engineer: Krieger and Stewart

Attn: Mark,

**Extra to contract**  
Changes to Road La cadena Ave

			PRICE		TOTAL
Credit Item #105 15" VCP	-656	@	\$ 135.00	= \$	(88,560.00)
Restock Fee 25%			25%	\$	9,000.00
Credit Item #143 Base and Base Pave	-475	@	\$ 20.00	= \$	(9,500.00)
Credit Item #144 Grind Overlay	-475	@	\$ 5.10	= \$	(2,422.50)
Credit Item #115 Open Cut and Casing	-1	@	\$ 48,100.00	= \$	(48,100.00)
Credit Item #142 Temp Pave	-475	@	\$ 7.00	= \$	(3,325.00)

Total Credit for Items not being used \$ (142,907.50)

Item # 105 Credit includes restock cost.

**New Items:**

14" #401 coated special DIP	656	lf	\$ 168.00	= \$	110,208.00
Sta 29+37 to sta 35+93					
Cn Block for encasement (3 per pipe)	111	ea	\$ 5.00	= \$	555.00
Encasement per plan	656	lf	\$ 70.00	= \$	45,920.00
Compressable material over SD	15	lf	\$ 115.00	= \$	1,725.00
Grind and remove road	13150	sf	\$ 2.50	= \$	32,875.00
Road Compacted Fill	1580	tns	\$ 15.00	= \$	23,700.00
Redwood Header 2x4 with 2' x4" stakes	475	lf	\$ 15.00	= \$	7,125.00
Cut and remove existing Curb	450	lf	\$ 18.50	= \$	8,325.00
Transition Curb	150	lf	\$ 32.00	= \$	4,800.00
Over excavate for footing of wall curb	269	cu yds	\$ 27.50	= \$	7,397.50
Curb retaining wall:					
2' wall and footing	35	lf	\$ 182.00	= \$	6,370.00
2'4" wall and footing	50	lf	\$ 196.00	= \$	9,800.00
3'6" wall and footing	111	lf	\$ 235.00	= \$	26,085.00
4'6" wall and footing	123	lf	\$ 288.00	= \$	35,424.00
5'6" wall and footing	50	lf	\$ 320.00	= \$	16,000.00
6" asphalt over 6" Class 2 base	13150	sf	\$ 7.15	= \$	94,022.50
Added Block retaining wall avg 3' tall & Ballards	22	lf	\$ 385.00	= \$	8,470.00

Total extra \$ 438,802.00

**Total Change Order \$ 295,894.50**

THANK YOU,  
TED BURTON

**238 MAPLE AVE., BEAUMONT, CA. 92223**  
**PHONE (909) 769-0647 FAX (909) 769-7137**