

643



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

**FROM:** Economic Development Agency

**SUBMITTAL DATE:**

July 14, 2011

**SUBJECT:** Glen Oaks Fire Station - Amendment to Architectural Services Agreement

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

1. Ratify the attached Amendment No. 1 to the architectural service agreement between the County of Riverside and Nicoloff and Associates, Inc., of San Diego, California, in the amount of \$30,750, and authorize the Chairman of the Board to execute the agreement on behalf of the county; and
2. Authorize the Assistant County Executive Officer/EDA to administer Amendment No. 1 for Nicoloff and Associates, Inc., in accordance with applicable Board policies.

Commences on Page 2)

FISCAL PROCEDURES APPROVED

PAUL ANGULO, CPA, AUDITOR-CONTROLLER

BY: Samuel Wong 8/1/11  
SAMUEL WONG

Robert Field  
Assistant County Executive Officer/EDA

**FINANCIAL DATA**

Current F.Y. Total Cost:	\$ 30,750	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

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

**SOURCE OF FUNDS:** Previously approved project budget contingency (Developer Impact Fees- Western Riverside County Fire Facilities Fund)

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

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

APPROVE

BY: Jennifer Sargent  
Jennifer Sargent

**County Executive Office Signature**

Prev. Agn. Ref.: 3.30 of 11/30/10; 3.25 of 12/18/07

District: 3

Agenda Number:

3.21

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
BY: 7/14/11 DATE  
REVIEWED BY CLERK OF THE BOARD  
Departmental Concurrence

By: John R. Hawkins  
John R. Hawkins, Fire Chief  
Riverside County Fire Department

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

**BACKGROUND:**

On December 18, 2007, the Board of Supervisors approved an architectural services agreement between the County of Riverside and Nicoloff and Associates, Inc., in the amount of \$261,280, for design services of the Glen Oaks Fire Station.

Additional tasks related to the project requested by the County of Riverside were not included in the original scope of work within the contract. The additional work requested consisted of erosion control plans and the desire to keep existing soils on site as to not incur costs associated with exporting soil. As a result of these additional services, Amendment No. 1 will compensate Nicoloff and Associates, Inc., in the amount not-to-exceed \$30,750.

All costs associated with this agreement will be funded using the previously approved project contingency (Developer Impact Fees).

1 **FIRST AMENDMENT TO AGREEMENT FOR ARCHITECTURAL SERVICES**  
2 **BY AND BETWEEN THE COUNTY OF RIVERSIDE**  
3 **AND NICOLOFF AND ASSOCIATES INC. FOR**  
4 **THE GLEN OAKS FIRE STATION PROJECT**

4 **THIS FIRST AMENDMENT TO THE AGREEMENT FOR ARCHITECTURAL**  
5 **SERVICES** for the Glen Oaks Fire Station ("First Amendment") is made and entered  
6 into by and between the COUNTY OF RIVERSIDE, ("COUNTY"), and Nicoloff and  
7 Associates, Inc., a Professional Corporation under the laws of the State of California,  
8 herein referred to as "ARCHITECT".

9 **RECITALS**

10 **WHEREAS**, the COUNTY entered into the original agreement with ARCHITECT  
11 on December 18, 2007, Agenda Item 3.25 ("Original Agreement");

12 **WHEREAS**, the COUNTY has determined that additional services are needed  
13 with regard to the Glen Oaks Fire Station;

14 **WHEREAS**, the ARCHITECT has agreed to provide such additional services to  
15 COUNTY;

16 **NOW, THEREFORE**, in consideration of the mutual covenants contained herein  
17 and providing that all other sections not amended remain in full force and effect, the  
18 parties hereto agree as follows, effective as of April 28, 2011:

19 I. Section II of the Original Agreement is hereby amended to add the following  
20 sentence:

21 SCOPE OF WORK. ARCHITECT shall provide the additional professional  
22 services, as outlined and specified in Exhibit "A-1", consisting of two (2) pages,  
23 attached hereto and incorporated herein by this reference.

24 II. Section III of the Original Agreement is hereby amended by modifying the  
25 introductory sentence to read as follows:

26 ARCHITECT shall render the following services and related services as listed in  
27 Exhibit "A" and Exhibit "A-1".  
28

1 III. Section IV subparagraph A.1. of the Original Agreement is modified to read as  
2 follows::

3 A., DETERMINATION OF AMOUNT. For the services hereinabove required,  
4 COUNTY shall pay to ARCHITECT in the manner hereafter provided, a fee of  
5 Two Hundred Ninety-Two Thousand Thirty dollars (\$292,030), and shall be paid  
6 as provided in paragraph IV, C, Payment.

7  
8 IN WITNESS HEREOF, the parties hereto have caused their duly authorized  
9 representatives to execute this First Amendment on

10 \_\_\_\_\_  
11 (To be filled in by Clerk of the Board)

12 **COUNTY OF RIVERSIDE**

**Nicoloff and Associates Inc.**

13  
14 \_\_\_\_\_  
15 **Bob Buster**  
16 Chairperson, Board of Supervisors

\_\_\_\_\_  
President

17 **ATTEST:**  
18 Clerk of the Board

19 By \_\_\_\_\_  
20 Deputy

21  
22  
23  
24  
25  
26 FORM APPROVED COUNTY COUNSEL  
BY: MARSHAL VICTOR 7/19/11  
27 MARSHAL VICTOR DATE  
28

# Nicoloff and Associates

James M. Nicoloff, RA

April 28, 2011

County of Riverside EDA  
Project Management Office  
3403 10th St., Suite 500  
Riverside, CA 92501

Attn: Dane Winkleman, Project Manager

Re: Additional Services for Glen Oaks Grading Plan and Buffer Line Staking and Glen Oaks Fire Station Processing for Rancho California Water District Approval

Dear Mr. Winkleman:

As requested, we have looked onto the effort required to provide the following:

1. Grading and environmental plans necessary to prepare the site surrounding the Glen Oaks Fire Station. The scope (see attached) we have outlined was prepared after discussions with Vicki Kuntz regarding the habitat delineation and with Steve Horn regarding the preparation of a SWPPP that complies with the 2010 Storm Water Permit.
2. Mr. Baluyot also requested that the staking along the setback to the riparian habitat be added to the above scope.
3. Finally, because the project has been dormant for over a year, Mr. Baluyot requested that confirmation of any changes to the existing utilities, processing of the Rancho California Water District approval and associated revisions to existing water plans be accomplished. The scope for this work is also attached.

We are proposing to furnish the desired architectural and engineering services for the following fee amounts:

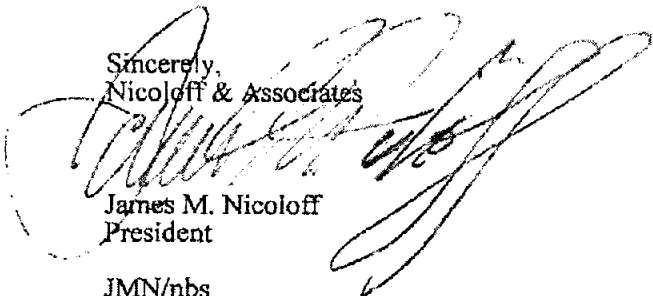
- |  |                    |
|--|--------------------|
| 1. Twenty-three thousand two hundred fifty dollars .....             | \$23,250.00        |
| (Previously approved, see attached copy of E-mail)                   |                    |
| 2. One thousand five hundred dollars .....                           | \$1,500.00         |
| (Previously approved, see attached copy of E-mail)                   |                    |
| 3. Six Thousand dollars .....  | \$6,000.00         |
| <b>Total fee - Thirty thousand seven hundred fifty dollars .....</b> | <b>\$30,750.00</b> |

Additional Services  
April 28, 2011  
Page Two

Additional services (if required) will be provided on a negotiated basis, based on the attached fee schedule.

Performance of the services for Items 1 & 2 above have been completed. Services for Item 3 are currently underway. Thank you for the opportunity.

Sincerely,  
Nicoloff & Associates



James M. Nicoloff  
President

JMN/nbs  
encl.

AMENDMENT NO. 1

To The

AGREEMENT

Between

THE COUNTY OF RIVERSIDE AND NICOLOFF AND ASSOCIATES, INC.

**The County of Riverside and Nicoloff and Associates, Inc.**, of San Diego , CA hereby agree to amend that certain agreement for Architectural Services associated with the Glen Oaks Fire Station (FM08270003809) approved on 12/18/07, Agenda Item 3.25 as follows:

- Section II. SCOPE OF SERVICES shall be modified in the first paragraph to read as follows:

“ARCHITECT shall provide additional services as outlined and specified in **Exhibit A-1** consisting of 2 pages attached hereto and incorporated herein by this reference”.

- Section VI. COMPENSATION, subparagraph A.1 to be modified as follows:

“For the services hereinabove required the County shall pay to the Architect, in the manner hereinafter provided, a lump sum fee of two hundred ninety-two thousand thirty dollars (\$292,030) and shall be paid as provided in paragraph IV.C. Payment.”

- All other terms and conditions of the agreement shall remain in full force and effect.

County of Riverside

Chairman, Board of Supervisors

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

**Nicoloff and Associates, Inc.**

By 

Title PRESIDENT

By \_\_\_\_\_

Deputy

(Seal)