

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

803



FROM: Redevelopment Agency

SUBMITTAL DATE:

August 31, 2011

SUBJECT: Jurupa Veterans of Foreign War (VFW) Rehabilitation Project – Amendment to Contract

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings:

- a. The Jurupa Veterans Foreign War Project is of primary benefit to the Jurupa Valley Redevelopment Project (JVPA) by helping to eliminate blight within the project area by providing upgrades to the existing facility that is used by various groups for community events and gatherings within the project area;
- b. No other 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)

REVIEWED BY CIP

Christopher Hans

Christopher Hans

Robert Field

Robert Field
Executive Director

**FINANCIAL
DATA**

Current F.Y. Total Cost: \$ 15,065
Current F.Y. Net County Cost: \$ 0
Annual Net County Cost: \$ 0

In Current Year Budget: Yes
Budget Adjustment: No
For Fiscal Year: 2011/12

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: Yes

SOURCE OF FUNDS: Jurupa Valley Redevelopment Capital Improvement Project Funds

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: *Jennifer P. Sargent*
Jennifer P. Sargent

County Executive Office Signature

Prev. Agn. Ref.: 4.1 of 9/14/10; 4.2 of 7/21/09

District: 2

Agenda Number:

4.3

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: *Marshall Victor*
FORM APPROVED COUNTY COUNSEL
MARSHALL VICTOR
DATE: 8/11/11

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD
Per Exec. Ofc.: ☐ Consent
Per Exec. Ofc.: ☐ Consent

RECOMMENDED MOTION: (Continued)

- c. The payment of funds for the construction of the project is consistent with the Implementation Plan adopted pursuant to section 33490, which calls for improving existing public facilities in the project area;
2. Approve a reduction of the contract retention from 10% to 5% per the General Conditions of the contract in relation to the Jurupa Veterans of Foreign War (VFW) Rehabilitation Project and release \$74,071 to ASR Constructors, Inc.; and
3. Ratify the attached fourth amendment to the agreement for consulting services by and between the Redevelopment Agency for the County of Riverside and Broeske Architects & Associates, Inc. of Riverside, California, in the amount of \$15,065 and authorize the Chairman of the Board to execute the agreement on behalf of the Redevelopment Agency for the County of Riverside.

BACKGROUND:

On September 14, 2010, the Board of Directors approved the award of the construction contract to ASR Constructors, Inc. of Riverside, California. Pursuant to the general conditions of the contract, the Redevelopment Agency for the County of Riverside (RDA) is currently retaining 10% of all progress payments to ASR Constructors, Inc. The general conditions of the contract state that after the 50% completion point of the contract work, if satisfactory progress is being made the RDA has sole discretion to reduce the retention to a minimum of 5% of the contract. ASR Constructors, Inc. has completed over 90% of the contract work and excellent progress has been made. Therefore, RDA staff recommends that the contract retention be reduced to 5% of the contract.

During the construction of the project, unforeseen conditions were discovered that required additional architectural and engineering services. These additional services expanded the scope of services and required additional fees to the agreement for consulting services by and between the Redevelopment Agency for the County of Riverside and Broeske Architects & Associates, Inc. The fourth amendment to the agreement for consulting services will increase Broeske Architects & Associates, Inc.'s, compensation by \$15,065.

RDA staff recommends the Board make the findings, ratify the attached fourth amendment, and release 5% in retention funds to ASR Constructors, Inc.

1 **FOURTH AMENDMENT TO AGREEMENT FOR ARCHITECTURAL SERVICES**
2 **BY AND BETWEEN THE**
3 **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE AND**
4 **BROESKE ARCHITECTS AND ASSOCIATES INC. FOR**
5 **THE GLEN AVON VETERANS OF FOREIGN WAR REHABILITATION PROJECT**

6 **THIS FOURTH AMENDMENT TO THE AGREEMENT FOR ARCHITECTURAL**
7 **SERVICES** for the Glen Avon Veterans of Foreign War Rehabilitation Project ("Fourth
8 Amendment") is made and entered into by and between the Redevelopment Agency of
9 the County Of Riverside (hereinafter "AGENCY"), and Broeske Architects and
10 Associates, Inc., (hereinafter "CONSULTANT").

11 **RECITALS**

12 **WHEREAS**, the parties entered into the original agreement for design services
13 for the rehabilitation of a Veterans of Foreign War Post (hereinafter "Project") on July
14 21, 2009 in the amount of \$84, 589 ("Original Agreement");

15 **WHEREAS**, the parties entered into a First Amendment for additional
16 architectural design services on February 3, 2010 and for the additional amount of \$26,
17 500, due to the scope of services being expanded and modified for successful
18 completion of the Project;

19 **WHEREAS**, the parties entered into the Second Amendment for additional
20 services on February 23, 2010 for the additional amount of \$16,700, due to the scope
21 of services being expanded to include engineering services for a water improvement
22 plan for the Jurupa Community Services District, street improvement plans for an
23 encroachment permit, and a water facilities easement required for the assembly of a
24 double check detector valve;

25 **WHEREAS**, the parties entered into the Third Amendment for additional
26 services on November 22, 2010 for the additional amount of \$29,500, due to the scope
27 of services being expanded to include construction management services;

28 **WHEREAS**, the scope of services now required for successful completion of the
project has been expanded to include additional design and engineering services for
unforeseen issues that arose during the course of construction;

1 **WHEREAS**, the cost to provide the additional services will be \$15,065, which
2 will bring the new total for all contract services to the amount of \$172,354;

3 **NOW, THEREFORE**, in consideration of the foregoing and the mutual
4 covenants contained herein, and providing that all other sections not amended remain
5 in full force and effect, the parties hereto agree as follows, effective as of April 30,
6 2011:

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

9 SCOPE OF WORK. CONSULTANT will provide professional services as
10 detailed in the Original Agreement dated July 22, 2009 and exhibits attached
11 thereto, as well as the scope of services outlined in the First, Second and Third
12 Amendments with attached exhibits, and the scope of services outlined in this
13 Fourth Amendment as set forth in Exhibit A-4, attached hereto and incorporated
14 herein by this reference.

15 B. Section III of the Original Agreement is hereby amended in its entirety to read as
16 follows:

17 CONSULTANT agrees it will diligently and responsibly pursue the performance
18 of the services required of it by this Agreement and all amendments thereto
19 through the Fourth Amendment, by June 30, 2011, unless extended upon
20 mutual agreement.

21 C. Section IV of the Original Agreement is amended in its entirety to read as
22 follows:

23 IV. CONSULTANT'S COMPENSATION AND METHOD OF PAYMENT.

24 CONSULTANT'S compensation for work associated with the Agreement and the
25 First through Fourth Amendments shall be an amount for actual work performed
26 not to exceed One Hundred Seventy-Two Thousand, Three Hundred Fifty-Four
27 Dollars (\$172,354.00). CONSULTANT shall submit invoices monthly for actual
28 work performed to date of invoice. AGENCY shall reimburse CONSULTANT

1 within thirty (30) days of receipt of invoice.

2 **IN WITNESS HEREOF**, the parties hereto have caused their duly authorized
3 representatives to execute this Fourth Amendment on

4 _____
5 (To be filled in by Clerk of the Board)

6
7 **REDEVELOPMENT AGENCY OF**
8 **THE COUNTY OF RIVERSIDE**

BROESKE ARCHITECTS AND
ASSOCIATES INC.

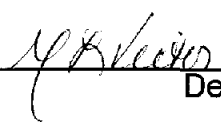
9
10 _____
11 Bob Buster
12 Chairperson, Board of Directors

James Broeske
President

13 **ATTEST:**
14 Kecia Harper-Ihem
15 Clerk of the Board

16 _____
17 Deputy

18
19 **APPROVED AS TO FORM:**
20 Pamela J. Walls
21 County Counsel

22  8/1/14
23 Deputy

24
25
26
27 S:\RDACOM\FORMS 11\IN PROCESS\ATTACHMENTS (TO BE DELETED 8-01-11)\(10921 & 10922) 4th Amendment Agreement
28 with Broeske Architects.docx

Exhibit A-4

Broeske Architects & Assoc.

Client: Economic Development Agency of Riverside County
Project: Façade Improvement Program, VFW Remodel, 8607 Mission Blvd.
Date: March 23, 2011 (Revised)

Proposal for Additional Architectural Services

Projects of Limited Scope

Date: March 23, 2011 (Revised)

Client/Owner:

Redevelopment Agency for Riverside County
P. O. Box 1180, Riverside, Ca. 92502-3813,
Jason Plotkin (951) 955-0169/Ingrid Outlaw (951) 955-9023

Project Description:

VFW Remodel, 8607 Mission Blvd., Glen Avon, CA 92509

Additional Engineering to Repair/Correct for Discovery Issues within existing building and to revise rear property line wall and parking lot to omit adjacent property owner conflict

Service Description:

1. During the demolition and construction, it was discovered that numerous existing walls in the area of the existing Kitchen and around the building did not have adequate foundation and wall construction to carry the existing structure. The services of this Proposal have engineered these areas that have been uncovered and have generated the plans and details which prepared for corrections to the inadequate existing construction (see Proposal(s) by T & B Engineering.)
2. Jurupa Community Services District required revisions to their documents based upon discovery of the existing sizes of the service f the existing water supply. The Civil Engineers revised the plans accordingly (see Proposal by IW Consulting Engineers)
3. Once the roofing was removed, the existing roof drainage system was found to be inadequate and non-code compliant. The system was revised to address the upgrade. (see Proposal by IW Consulting Engineers)
4. The existing chain link fence is approximately 10' on the VFW property and the actual property line falls beyond the fence in the existing neighbor's yard. The additional services will involve revising the current Civil documents to reduce the parking lot and move the proposed masonry wall to the location of the existing chain link fence, to allow the construction to occur without impacting the neighbor. (see Proposal by IW Consulting Engineers)

Description of Compensation Estimated Breakdown:

<u>Description</u>	<u>Qty of Hours</u>	<u>Hourly Rate</u>	<u>Est. Cost</u>
Architectural Construction Administration (beyond original scope)			
Management/Admin. & Quality Control	22	\$150/hr	\$3,300
Subtotal			\$3,300
Consultants & Expenses			
Structural Engineering (See Attachment T & B Engineering)	NA	\$150/hr	\$3,500
Structural Engineering (See Attachment T & B Engineering)	NA	\$150/hr	\$2,000
Civil Engineering (See Attachment IW Consulting Engineers)	NA	\$150/hr	\$5,065
Civil Engineering (See Attachment IW Consulting Engineers)	NA	\$150/hr	\$1,200
Subtotal			\$11,765
Total			\$15,065

Basis of Compensation:

Exhibit A-4

Broeske Architects & Assoc.

Client: Economic Development Agency of Riverside County
Project: Façade Improvement Program, VFW Remodel, 8607 Mission Blvd.
Date: March 23, 2011 (Revised)

____ Hourly
____ XXX Fixed Fee Basis at \$ 15,065.00
____ Other:

Note: Hourly Rates (When Applicable)

Architect:	\$150.00 / Hr.
Project Manager:	100.00 / Hr.
Senior Draftsman:	80.00 / Hr.
Drafting:	70.00 / Hr.
Clerical:	30.00 / Hr.

Method of Payment:

____ Upon Satisfactory Completion of Services
____ XXX Progressively as Services are Performed
____ In Accordance with Previous Written Agreement
____ By Retainer

Initial Payment:

An Initial Payment of \$ NA will be requested to mobilize the project and begin services prior to commencing work and will be credited to final payment.

Additional Services:

The Architect shall bill reimbursable expenses including blueprinting and out-of-office consultant fees at one point one five (1.15) times the expenses incurred. Reimbursable expenses included in this proposal are reflected as a line item under the "Consultants & Expenses" category, specifically the "printing/plots" line item."

Authorized Architectural Services beyond the scope of this agreement shall be billed at the hourly rates listed above.

Termination of the Contract:

Either party upon written notice may terminate this agreement should the other party fail to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. The Architect shall be compensated for services performed prior to the termination including all Additional Service and Reimbursable Expenses.

Arbitration:

Claims, disputes or other matters in question between parties to this agreement shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect as well as Article 7 of American Institute of Architects Document B151.

The parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions stated above which are incorporated hereunto and made part of this Agreement.

Broeske Architects & Associates, Inc.:

Owner (Print Name): _____

Signature: _____

By: _____

Date: 5/18/11

Date: _____