

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

444



**SUBMITTAL DATE:**  
December 28, 2011

**FROM:** Redevelopment Agency

**SUBJECT:** Hemet Service Center Project – Notice of Completion

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

1. Accept the Hemet Service Center Project as complete and authorize the Chairman to execute the attached Notice of Completion;
2. Authorize the Clerk of the Board to file the attached Notice of Completion;
3. Ratify First Amendment to the Agreement with Westberg & White, Inc. and signature of the Deputy Executive Director, on behalf of the Redevelopment Agency, in the amount of \$74,375; and
4. Ratify and authorize the Chairman of the Board to execute the attached Second Amendment to the Consulting Services Agreement with Westberg & White, Inc., in the amount of \$85,805.

**BACKGROUND:** (Commences of Page 2)

Robert Field  
Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 160,180	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

<b>COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA:</b> No	
<b>SOURCE OF FUNDS:</b> Mid-County Redevelopment Capital Improvement Funds, 72% and Community Development Block Grant – Recovery (CDBG-R) Funds, 28%	<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:   
Jennifer L. Sargent

**County Executive Office Signature**

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY:   
 SAMUEL WONG  
 Department of Finance  
 DATE: 12/27/11  
 FORM APPROVED COUNTY COUNSEL  
 BY:   
 MARSHA L. VICTOR  
 DATE: 12/16/11  
 Dept's Recomm.:  Consent  Policy  Policy  
 Per Exec. Ofc.:  Consent  Policy

**Prev. Agn. Ref.:** 3.21 of 11/30/10; 4.3 of 04/12/11 | **District:** 3 | **Agenda Number:** 4.2

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**BACKGROUND:** (Continued)

On November 30, 2010, the Board approved the plans and specifications for the Hemet Service Center Project and authorized the Clerk of the Board to advertise the Notice Inviting Bids.

On April 12, 2011, the Board awarded the contract to the lowest qualified and responsive bidder, Hamel Contracting, Inc., in the amount of \$1,738,168, and approved the overall project budget in the amount of \$ 2,501,985, for the Hemet Service Center Project.

The first amendment to the original contract had Westberg & White, Inc. perform additional services during all phases of design. The second amendment to the original contract will have Westberg & White, Inc., perform additional services needed to finalize the project, such as additional construction documents, geological surveys, and construction management and administration in the amount of \$85,805.

All project construction is complete, and the work was inspected and found to be in compliance with contract requirements. Formal acceptance of the project is recommended

Attachments:

- Notice of Completion
- Second Amendment to Agreement for Consulting Services

PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:

KECIA HARPER-IHEM, CLERK OF THE BOARD  
RIVERSIDE CO. CLERK OF THE BOARD  
4080 LEMON STREET, 1<sup>ST</sup> 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:** Hemet Service Center Project

**Date of Completion:** Date Hereof

**Nature of owner:** The Redevelopment Agency of the County of Riverside - Public Entity

**Interest or estate of owner:** Construction Easement

**Address of owner:** 3403 10<sup>th</sup> Street, Suite 400, Riverside, CA 92501

**Name of contractor:** Hamel Contracting, Inc. – 26341 Jefferson Avenue, Suite B, Murrieta, CA 92562

**Street or legal description of site:** 749 N. State Street, Hemet, CA 92543 – County Building Code: HM618

Dated: \_\_\_\_\_ Owner: The Redevelopment Agency of the County of Riverside  
(Name of Public Entity)

By: \_\_\_\_\_  
Bob Buster, Chairman, Board of Directors

**STATE OF CALIFORNIA)  
COUNTY OF RIVERSIDE)**

I am the Chairman of the governing board of The Redevelopment Agency 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)  
\_\_\_\_\_, Bob Buster, Chairman of the Board of Directors

ATTEST: KECIA HARPER-IHEM, Clerk of the Board

By: \_\_\_\_\_ Deputy

FORM APPROVED COUNTY COUNSEL  
BY: MB Victor 12/02/11  
MARSHAL VICTOR DATE



1           **NOW, THEREFORE**, in consideration of the foregoing and providing that  
2 all other sections of the Agreement not amended shall remain in full force and effect,  
3 the parties hereto agree as follows, effective September 17, 2011:

4           A.     **Section 1. DESCRIPTION OF SERVICES** is hereby amended to  
5 add the following at the end of the first paragraph:

6           “Consultant will provide additional consulting services as outlined in the  
7 Original Agreement, First Amendment, and to this Second Amendment for the Hemet  
8 Service Center Project. The additional services to be performed by Consultant under  
9 this Second Amendment are fully described in Exhibit A-2 to this Amendment, attached  
10 here to and incorporated herein.”

11           B.     **Section 2. PERIOD OF PERFORMANCE** is hereby amended in  
12 its entirety to read as follows:

13           2.     **PERIOD OF PERFORMANCE.** CONSULTANT shall commence  
14 performance upon date of execution of this Agreement and complete performance of  
15 services as follows:

16                     Under the Original Agreement – within two (2) months

17                     Under the First Amendment – by March 31, 2010

18                     Under the Second Amendment – by October 6, 2011

19 CONSULTANT shall diligently and responsibly pursue the performance of the services  
20 required of it by this Agreement through project completion unless the work is altered  
21 by written amendment(s) pursuant to Section 14, or terminated as specified in Section  
22 9. All applicable indemnification provisions in this Agreement shall remain in effect  
23 following the termination of this Agreement.”

24           C.     **Section 3. COMPENSATION** is amended by changing the  
25 reference of maximum compensation to a not to exceed amount of Two Hundred  
26 Eighty-Seven Thousand, Six Hundred Eighty (\$287,680) Dollars.

27           All other terms and conditions of the Agreement shall remain in full force  
28 and effect.

1           **IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized  
2 representatives to execute this Amendment as of the date first written above.

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

**WESTBERG AND WHITE, INC.**

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8 \_\_\_\_\_  
9 Bob Buster  
10 Chairman

\_\_\_\_\_   
Paul Westberg  
Managing Partner

11 **APPROVED AS TO FORM:**

12  
13 By *Janaka D. Victor* 12/04/11  
14 Agency Counsel

15  
16 **ATTEST:**  
17 Clerk of the Board

18  
19 By \_\_\_\_\_  
20 Deputy

## Hemet Service Center Project - Exhibit "A-2"

### Hemet Service Center: Revised Description

ARCHITECT shall render architectural, landscape architectural and engineering services to AGENCY for all identified phases of the project for which AGENCY shall pay ARCHITECT, all as hereinafter provided, with relation to the design and construction of the improvements, herein referred to as "PROJECT", described and generally located as follows: Hemet Service Center Project on 749 S. State Street in Hemet, CA 92543 (APN: 439-060-025).

### Hemet Service Center: Revised Scope of Work

The scope of work defined between both Westberg + White, Inc (W+W) and the "Agency" shall be (1A) To provide services as needed for a furniture layout/callout (to include manufacturer, model, count utilized) within specified areas (Lobby, Reception, Computer Lab, Skills Lab, Conference Rm.#120-121, Conference Rm.#114, Conference Rm.#137-138) of the project; (1B) to provide construction documents for the additional scope that will address the site work as needed on the newly acquired, and previously inaccessible, portion of the site to the west. Also, within this portion of the scope, the southeast drive approach from State Street is being reviewed and coordinated with consultants; (1C) to provide construction documents for the additional scope that will address the site landscape changes at the north end of the project site to be coordinated with consultants and contractor; (2A) to provide further geotechnical and geological examinations and site visits; and (3A) to provide additional construction management and administration on-site due to project upgrades and change orders for the remainder of this project.

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1	<b>Hemet Service Center: Additional Fee Breakdown:</b>	
2	(1A, 1B, 1C) Construction Documents:	\$16,600.00
3	(2A) Geological/Site Visits:	\$10,045.00
4	(3A) Construction Management/Administration:	\$59,160.00
5	<b>Total:</b>	<b>\$85,805.00</b>

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