

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

515 C



SUBMITTAL DATE:
January 11, 2012

FROM: Redevelopment Agency

SUBJECT: Mission Boulevard Revitalization Plan, Phase V Project - Consulting Services Amendment

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings:
 - a) The construction of the Mission Boulevard Revitalization Plan, Phase V Project is of primary benefit to the Jurupa Valley Redevelopment Project Area by helping to eliminate blight by constructing and improving project streets, drainage, lighting, sidewalks, curb, and gutters in an area that currently has intermittent sidewalks and deteriorated roads;
 - 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)

Robert Field

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 52,170	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 SUPERVISORS AGENDA: Yes

SOURCE OF FUNDS: Jurupa Valley Redevelopment Capital Improvement Project Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: *Jennifer L Sargent*
Jennifer L Sargent

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong*
 DATE: 1/11/12
 DATE: 1/11/12
 MARSHAL L. VICTOR
 BY: *Sh Victor*
 Policy Policy
 Consent Consent
 Dept't Recomm.: Per Exec. Ofc.:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

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 and authorize the Chairman of the Board to execute the attached fourth amendment to the agreement between the Redevelopment Agency and Krieger and Stewart, Inc. in the amount of \$52,170; and
3. Make findings that the proposed Amendment between Krieger and Stewart and the Redevelopment Agency of the County of Riverside with regard to the Mission Boulevard Revitalization Plan, Phase V Project construction is an enforceable obligation of the Agency.

BACKGROUND:

On September 14, 2010, the Board of Directors awarded the construction of the Mission Boulevard Revitalization Plan, Phase V Project to All American Asphalt. The project includes street and sidewalk improvements, traffic signal modifications, storm drain, and median reconstruction including landscaping and lighting, from La Rue Street to Valley Way, in the newly incorporated City of Jurupa Valley.

The Fourth Amendment to the Agreement is an enforceable obligation as the construction agreement with All American Asphalt was awarded on September 14, 2010, a date prior to the enactment of ABx1 26 and ABx1 27, the Assembly bills regarding redevelopment that were signed by Governor Brown on June 29, 2011. The Agency obligated itself to cooperate with the contractor as appropriate to facilitate, without undue delay, the work to be performed under the agreement for the construction of the Mission Boulevard Revitalization Plan, Phase V Project. The construction agreement provides that the Agency will take actions needed on its part for the performance of the work, including, but not limited to, construction inspection and administration as needed. The fourth amendment to the agreement between the Redevelopment Agency and Krieger and Stewart, Inc., is related to extended construction inspection and administration hours.

Staff recommends that the Board approve the recommended motions.

Attachments:

- Fourth Amendment to the Agreement, Krieger and Stewart, Inc.

1 **FOURTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES**
2 **FOR THE MISSION BOULEVARD REVITALIZATION PLAN, PHASE V PROJECT**
3 **BETWEEN THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**
4 **AND KRIEGER AND STEWART INC.**

5 **THIS FOURTH AMENDMENT TO THE "CONSULTING SERVICES AGREEMENT BY**
6 **AND BETWEEN THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**
7 **AND KRIEGER AND STEWART INCORPORATED,"** is made and entered into on this
8 _____ day of _____, 2012, by and between the Redevelopment Agency for the
9 County of Riverside, a public body (hereinafter "Agency"), and Krieger and Stewart, Inc.
10 (hereinafter "Consultant").

11 **WITNESSETH:**

12 **WHEREAS,** the parties entered into the original Agreement on May 13, 2003,
13 ("Agreement") for civil engineering design services for a total project budget of Two Hundred
14 Seventy-Seven Thousand Eight Hundred Dollars (\$277,800);

15 **WHEREAS,** the parties executed the First Amendment to the Agreement on May 3,
16 2004, extending the time of performance to complete the services required under the
17 Agreement;

18 **WHEREAS,** the parties executed the Second Amendment to the Agreement on June 3,
19 2008, providing for traffic signal modification plans, storm drain design, median reconstruction
20 at Valley Way, and legal descriptions and plats for an additional consulting services fee of One
21 Hundred Ninety-Nine Thousand Dollars (\$199,000);

22 **WHEREAS,** the parties executed the Third Amendment to the Agreement on November
23 29, 2010, providing additional design services, full-time construction management, and
24 administrative services for the Project for a total fee of Four Hundred Eighty-Six Thousand Four
25 Hundred Dollars (\$486,400);

26 **WHEREAS,** due to the extended construction schedule, caused by contractor's failure
27 to complete the project within 245 calendar days, it required the Consultant to expend
28 additional inspection and administrative hours, and replaced 14 survey monuments that were
29 destroyed during construction;

1 **WHEREAS**, the additional fee for those services are Fifty-Two Thousand, One Hundred
2 Seventy Dollars (\$52,170);

3 **WHEREAS**, the Fourth Amendment to the Agreement is an enforceable obligation as
4 the construction agreement was awarded on September 14, 2010, a date prior to the
5 enactment of ABx1 26 and ABx1 27, the Assembly bills regarding redevelopment that were
6 signed by Governor Brown on June 29, 2011; and

7 **WHEREAS**, the Agency obligated itself to cooperate with the contractor as appropriate
8 to facilitate, without undue delay, the work to be performed under the agreement for the
9 construction of the Mission Boulevard Revitalization Plan, Phase V Project. The construction
10 agreement provides that the Agency will take actions needed on its part for the performance of
11 the work, including, but not limited to, construction inspection and administration.

12 **NOW, THEREFORE**, in consideration of the foregoing and providing that all other
13 sections not amended remain intact, the parties hereto do hereby agree as follows:

14 **A.** Section 1 of the Agreement is hereby amended in its entirety to read as follows:

15 1. **SCOPE OF WORK.** Consultant will provide complete engineering, landscape
16 architectural services, full-time construction management, and administration
17 services for the design and construction of Mission Boulevard Revitalization Plan,
18 Phase V from one hundred (100') feet west of La Rue to Valley Way through the
19 completion of Project construction. Consultant's services shall include those
20 detailed within the Agreement, First Amendment, Second Amendment, Third
21 Amendment, and the Fourth Amendment's "Exhibit "A-2" attached hereto and
22 incorporated herein.

23 **B.** Section 2 of the Agreement is hereby amended in its entirety to read as follows:

24 2. **COMPENSATION AND METHOD OF PAYMENT.** Consultant's compensation for
25 work associated with the Agreement, First Amendment, Second Amendment, Third
26 Amendment, and Fourth Amendment shall be an amount for actual work performed
27 not-to-exceed One Million, Fifteen Thousand, Three Hundred Seventy Dollars
28 (\$1,015,370). Consultant will bill monthly for actual work performed.

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C. Section 4 of the Agreement is hereby amended in its entirety to read as follows:

3. **TIME OF PERFORMANCE.** The Consultant agrees that it will diligently and responsibly pursue the performance of the services required of it by this Agreement and subsequent Amendments, and will deliver the work product and services aforementioned through January 31, 2012.

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

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

KRIEGER AND STEWART, INC.

6
7 _____
8 John Tavaglione, Chairman
9 Board of Directors


10 _____
11 Charles A. Krieger
12 President

13
14 **APPROVED AS TO FORM:**
15 Pamela J. Walls
16 County Counsel

17
18 
19 _____
20 Deputy

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22 **ATTEST:**
23 Kecia Harper-Ihem
24 Clerk of the Board

25
26 _____
27 Deputy

**AMENDMENT TO
CONSTRUCTION ENGINEERING SERVICES
MISSION BOULEVARD REVITALIZATION PROJECT, PHASE 5
KRIEGER & STEWART, INCORPORATED**

Construction engineering services provided to the Redevelopment Agency for the County of Riverside for the Mission Boulevard Revitalization Project Phase 5 consisted of assisting with the preconstruction meeting, reviewing contractor's materials submittals, providing construction staking, processing requested payments by contractor, and evaluating change order requests. Construction engineering services also included contract administration; performing daily construction inspections (including weekly site visits by the Project Engineer); and performing final inspection and preparing record drawings.

The estimated fees for the services described above were based upon providing 39 weeks of construction engineering services. Construction contract work extended an additional 12 weeks beyond the estimated 39 weeks during which Krieger & Stewart continued to provide construction engineering services.

Additionally, Krieger & Stewart restored survey monumentation (destroyed during construction) and recorded required documents in compliance with California State law.

The total engineering fee for the supplemental services described herein is \$52,170.00.

Detailed descriptions of the supplemental engineering services are set forth in following sections.

1. Contract Administration and Site Visits

The Notice to Proceed was issued to the Agreement on October 12, 2010 at which time Krieger & Stewart commenced work. The original Agreement for Construction Engineering Services estimate of 39 weeks ended on July 12, 2011. Krieger & Stewart provided contract administration and performed site visits on an as-needed basis for an additional 12-week period.

The fee associated with these services is \$11,170.00

2. Construction Inspection

Fulltime (F/T) Construction inspection began on October 25, 2010. The original Contract for Construction Engineering Services estimate of 39 weeks ended on July 25, 2011. Incorporating 16 rain days into the project schedule extends the original Contract estimate of 39 weeks of F/T inspection to September 15, 2011. Krieger & Stewart provided construction inspection on an as-needed basis for an additional 10-week period.

The fee associated with these services is \$27,000.00.

**AMENDMENT TO
CONSTRUCTION ENGINEERING SERVICES
MISSION BOULEVARD REVITALIZATION PROJECT, PHASE 5
KRIEGER & STEWART, INCORPORATED**

3. Monument Restoration

Fourteen survey monuments were destroyed during construction. Monuments were replaced and corner records filed with the Riverside County Surveyor per Construction Engineering Services Contract Exhibit "B", Item No. 2.

The fee associated with these services is \$14,000.00.

Exhibit "A-2"

KRIEGER
&
STEWART

INCORPORATED • ENGINEERING CONSULTANTS

3602 University Ave • Riverside, CA 92501 • Tel 951-684-6900 • Fax 951-684-6986

October 31, 2011

807-32.1 A

Erik Sydow, 2nd District Project Manager
Redevelopment Agency for the County of Riverside
3403 Tenth Street, Suite 500
Riverside, CA 92501

Subject: Mission Boulevard Revitalization Project, Phase 5
Amendment to Construction Engineering Services Agreement

Dear Mr. Sydow:

Pursuant to our discussions, we have prepared the attached Exhibit A that describes supplemental engineering services and associated fees for subject project. We understand that Exhibit A will be used in preparation of an amendment to our existing construction engineering services agreement. A discussion of the background for the supplemental services is set forth below.

Krieger & Stewart's construction engineering services, as set forth in the original Agreement, provided for a 39-week construction period which included 4 weeks in anticipation of a potential extended completion schedule. The Contractor, All American Asphalt, was issued a Notice to Proceed on October 12, 2010. Krieger & Stewart began providing construction engineering services on October 12, 2010 with the exception of fulltime construction inspection which began on October 25, 2010, (based upon the actual commencement of construction activities in the field).

Contract work extended an additional 12 weeks beyond the original 39-week estimate due to Contractor scheduling, during which time Krieger & Stewart continued to provide construction engineering services as set forth in the original agreement. Krieger & Stewart is requesting compensation for only the actual costs incurred during the extended completion schedule; we are not requesting compensation based on the estimated average weekly cost basis established with the original agreement.

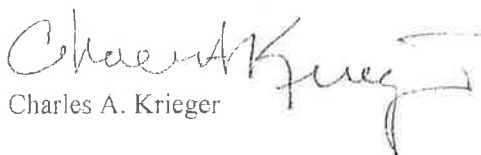
Additionally, Krieger & Stewart restored 14 survey monuments that were destroyed during construction in order to maintain compliance with California State law and as set forth in the original Agreement.

The total associated fee for the described supplemental services is \$52,170.00.

We look forward to executing an amendment to our existing professional services agreement for said services. Please call if you have any questions or require any additional information.

Sincerely,

KRIEGER & STEWART


Charles A. Krieger