

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

544C



FROM: Redevelopment Agency

SUBMITTAL DATE:

January 11, 2012

SUBJECT: Jurupa Valley Aquatic Center – Fourth Amendment with RJM Design Group, Inc.

RECOMMENDED MOTION: That the Board of Directors:

1. Ratify and authorize the Chairman of the Board to execute the attached fourth amendment to the consulting services agreement with RJM Design Group, Inc.; and
2. Make findings that the proposed amendment between the Agency and RJM Design Group, Inc. with regard to the Jurupa Valley Aquatic Center is an enforceable obligation of the Agency.

BACKGROUND: (Commences on Page 2)

Lisa Brandl for

Robert Field
Executive Director
By Lisa Brandl, Managing Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 100,959	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 Project Area Capital Improvement Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: *Jennifer L. Sargent*
County Executive Office Signature Jennifer L. Sargent

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 DATE: 1/17/12 BY: *Samuel Wong*
 DEPARTMENT: SAHUE/WONG

FORM APPROVED COUNTY COUNSEL
 DATE: 1/17/12 BY: *Marsha L. Victor*
 MARSHA L. VICTOR

Dep't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 4.1 of 4/12/11; 4.1 of 9/20/11 District: 2 Agenda Number: **4 12**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:

On February 5, 2008, the Agency entered into an agreement to provide consulting services for the Jurupa Valley Aquatic Center. During the design process and into construction, changes were made to the project that were essential to the operation and maintenance of the facility. The first change was the design of an on-site lift station that was required by the local water district. The Agency was not informed of this requirement until after bid. A second change to the construction plan was obtaining the Division of Occupational Safety and Health (DOSH) approval as the facility would subsequently be deemed an amusement park. These changes and all previous amendments extended the construction schedule and RJM Design Group, Inc. provided construction administration services for ten months beyond the original construction end date.

This Fourth Amendment is considered an enforceable obligation and may be executed because the original agreement for the project it supports was executed on February 5, 2008. Additional construction administrative services were necessary and essential to completing the project by providing additional site reviews, answering RFI's, providing delta changes to the construction plans, and additional submittal review. Staff recommends approval of the Fourth Amendment between RJM Design Group, Inc. and the Redevelopment Agency for the County of Riverside.

Attachment: Fourth Amendment to the Agreement with RJM Design Group

**FOURTH AMENDMENT TO THE AGREEMENT
 BY AND BETWEEN RJM DESIGN GROUP, INC. AND
 THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
 FOR THE DESIGN SERVICES OF THE JURUPA VALLEY AQUATIC CENTER**

THIS FOURTH AMENDMENT TO THE “Agreement for Architectural Services by and between the Redevelopment Agency for the County of Riverside and RJM Design Group, Inc. for the Jurupa Valley Aquatic Center” (the “Amendment”) is entered into on this _____ day of _____, 2012, by and between the Redevelopment Agency for the County of Riverside, a public body (hereinafter “AGENCY”), and RJM Design Group, Inc. (hereinafter “ARCHITECT”).

W I T N E S S E T H

WHEREAS, the parties entered into the original Agreement for design services of an aquatic center on 7.7-acres that includes an administrative/operations buildings, 25x35 yard competitive pool, lagoon pool, waterslides, continuous river, and children's water playground on February 5, 2008 in the amount of \$1,600,000;

WHEREAS, the parties entered into the First Amendment for additional services which consisted of thematic design services, engineering services for off-site water and sewer plans on January 22, 2009 in the amount of \$106,866;

WHEREAS, the parties entered into the Second Amendment for additional services, which consisted of additional engineering services for an on-site equalization system on December 23, 2009 in the amount of \$25,000;

WHEREAS, the parties entered into the Third Amendment for additional services, which consisted of additional electrical design, and division of Occupational Safety and Health (DOSH) state design changes required while under construction, on June 14, 2010 in the amount of \$12,415;

WHEREAS, the scope of services required for successful completion of the project has been expanded to include additional construction administration services by the architect and sub-consultants for an additional ten (10) months construction administration past the original planned construction end date of July 2010;

1 **WHEREAS**, ARCHITECT shall perform the services described in Exhibit "A-4"
2 (attached hereto) of this Agreement through project completion unless the work
3 program is altered by written amendments pursuant to the provision in Section 3 of the
4 original agreement;

5 **WHEREAS**, the cost to provide the aforementioned consulting services is
6 \$100,959 and is described in Exhibit "A-4"; and

7 **WHEREAS**, total cost is now \$1,845,240.

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

11 A. Section II of the original Agreement, as previously amended, is hereby
12 further amended to add the following at the end of the first paragraph:

13 **II. SCOPE OF WORK.** The ARCHITECT shall perform all services in the
14 original agreement, first, second, and third amendments for the Jurupa Valley Aquatic
15 Center. The additional services to be performed by ARCHITECT under this Fourth
16 Amendment shall include construction administration services for an additional 10 (ten)
17 months beyond original project completion date of June 2010 as described in Exhibit
18 "A-4", attached hereto and incorporated by this reference.

19 B. Section III of the original Agreement is hereby amended to add the
20 following at the end of the first paragraph:

21 **III. ARCHITECT'S SERVICES.**

22 F. TIME OF PERFORMANCE: ARCHITECT to provide construction
23 administration services for ten (10) months beyond the original
24 construction completion date of June 2010 or to project completion.

25 C. Section IV of the original Agreement is hereby amended to read as
26 follows:

27 **IV. ARCHITECT'S COMPENSATION.**

28 A. Determination of Amount.

1 1. For the services hereinabove required, the AGENCY shall pay to the
2 ARCHITECT, in the manner hereinafter provided, a fee of One Million, Eight Hundred
3 Forty-Five Thousand, Two Hundred Forty (\$1,845,240) Dollars, and shall be paid as
4 provided in paragraph IV, C Payment.

5 C. Payment

6 1. The AGENCY shall pay the architect, upon receipt of itemized statements
7 (with backup documentaiton upon request), for completed and approved services
8 under the original Agreement to include the amended amounts for the various phases.

9 Phase 1:

10	A. Project Initiation.....	\$34,500
11	B. Programming/Conceptual Design.....	\$197,700
12	C. Reimbursables (including 15% mark-up).....	\$20,000

13
14 Phase 2:

15	A. Design Development.....	\$331,156
16	B. Construction Documents.....	\$806,810
17	C. Bidding.....	\$34,400
18	D. Construction Administration/Observation (Revised to include Exhibit 19 "A-4").....	\$339,259
20	E. Reimbursables (including 15% mark-up).....	\$69,000
21	F. Additional Services (Exhibit "A-3").....	\$12,415
22	TOTAL:	\$1,845,240

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1 **IN WITNESS WHEREOF**, the parties hereto have executed this 4th Amendment
2 as of the date first written above.

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

RJM DESIGN GROUP, INC.

6
7
8 _____
9 John Tavaglione
10 Chairman



Larry P. Ryan, A.S.L.A.
Principal

11 **ATTEST:**
12 Kecia Harper-Ihem
13 Clerk of the Board

14 _____
15 Deputy

16
17 **APPROVED AS TO FORM:**
18 Pamela J. Walls
19 County Counsel

20 

21 Deputy

22
23
24
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26 S:\RDACOM\FORMS 11\IN PROCESS\Form 11 Attachments\11337) Jurupa Valley Aquatics-4th Amendment w RJM.doc

31591 Camino Capistrano
San Juan Capistrano, CA 92675
www.RJMdesigngroup.com
[949] 493-2690 fax
[949] 493-2600 phone

PROJECT MGMT OFFICE
2011 AUG -8 PM 3:44

Community Inspired Spaces



August 1, 2011

EXHIBIT "A-4"

Mr. Tony Resendez
Riverside County EDA
3403 10th Street, Suite 500
Riverside, CA 92501

Dear Tony:

We have reviewed and assessed the construction administration services provided for the Jurupa Aquatics Complex since the close of the originally contracted for scope of work. As previously discussed, the original contract provided for 12 months of construction administration. This work was provided from June 2009 to June 2010.

As you know, we have no contract in place for the services provided for from July 2010 to May 2011. This work has been provided for in the interest of the project's successful completion and our understanding that the EDA would compensate for these services at the project's close.

Our review of the services provided since June 2010 totals \$100,959.00. These services include on-going correspondence with the project team, site meetings, submittal review, response to RFI's, site review punch lists, etc. necessary to complete the project. Please note that this total cost is appreciably less than the estimated cost of \$3,500.00/week which was estimated at the close of the original 12 months of construction administration.

Upon review of the above, please call to discuss. We have enjoyed working with yourself, Gloria, Kyla and Scott and anticipate a fair and equitable resolution to this outstanding issue.

Best regards,

A handwritten signature in black ink, appearing to read "Larry P. Ryan", with a long horizontal flourish extending to the right.

Larry P. Ryan, LDA, ASLA
Principal