

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

414



SUBMITTAL DATE:
April 5, 2012

FROM: Successor Agency to the Redevelopment Agency

SUBJECT: Big League Dreams Perris Valley - Reduction of Retention

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve a reduction of the contract retention for Soltek Pacific Construction Company, from 10% to 5% per the General Conditions of the contract;
2. Authorize the Assistant County Executive Officer/EDA, or designee, to execute Change Order No. 11 in the amount of \$72,327;
3. Ratify the attached contract amendment between the County of Riverside as the Successor Agency and Moore Iacofano Goltsman, Inc. (MIG) in the amount of \$35,998; and

(Continued)

REVIEWED BY CIP

Christopher Hans

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 108,325	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: Interstate 215 Corridor Redevelopment Project Area Capital Improvement Funds – Romoland Sub-Area (previously approved budget)	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 J. Sargent

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY:
 DATE: 3/28/12
 DEPARTMENTAL CONCURRENCE
 SAMUEL WONG
 BY:
 DATE: 4/4/12
 MARSHA L. VICTOR

FORM APPROVED COUNTY COUNSEL
 BY:
 DATE: 3/28/12
 MARSHA L. VICTOR
 Dept't Recomm.: Consent Policy Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 3.20 of 6/8/10; 4.1 of 6/8/10 **District:** 5/5 **Agenda Number:** 4.1

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

4. Authorize the Chairman of the Board to execute the Sixth Amendment with MIG.
5. Direct the Successor Agency to submit Change Order No. 11 and the Sixth Amendment with MIG for approval at the next Oversight Board meeting.

BACKGROUND:

The Big League Dreams Perris Valley Project was awarded to Soltek Pacific Construction Company on June 8, 2010.

Pursuant to the General Conditions of the contract, the Successor Agency is currently holding 10% of all progress payments to Soltek Pacific Construction. The General Conditions of the contract state that after the 50% completion point of the contract work, if satisfactory progress is being made, the Agency has sole discretion to reduce the retention to a minimum 5% of the contract. Soltek Pacific Construction has completed 99% of the contract work.

The attached Change Order No. 11 includes work that was necessary for proper completion of the project and was completed just before the Grand Opening January 14, 2012 and was in the process of being negotiated since that date. The change order is well within the 10% contingency established in the project budget, which was approved on June 8, 2010.

The attached amendment with MIG covers architectural work performed by the firm up to the Grand Opening on January 14, 2012. The additional funds requested by MIG are a result of an extended construction period and additional work reviewing submittals and RFI's, which was not anticipated. However, the additional monies requested are within the 10% contingency established during the original contract approval on January 15, 2008, and therefore do not require the authorization of additional expenditures.

The original construction contract, including reduction of retentions, and Agreement with MIG are enforceable obligations. The original construction contract was executed on June 8, 2010, and the architectural services contract was executed on January 15, 2008, dates prior to the enactment of AB x126 regarding redevelopment that was signed by Governor Brown on June 29, 2011 enacted by the California Legislature. Change Order No. 11 has been processed in accordance with the terms of the original construction contract.

The cost of Change Order No. 11 and the Sixth Amendment with MIG will not be an additional cost to the project as it is accounted for in the approved budget and a budget adjustment is not required. Both contracts are reflected on the Initial Recognized Obligation Schedule prepared by Successor Agency staff. Staff recommends approval of the motions listed above.

Attachments:

- Letter authorizing the release of 5% retention from the escrow account – signature of Marion V. Ashley required
- Change Order No. 11
- Sixth Amendment to Architectural Services Agreement

**COUNTY OF RIVERSIDE EDA AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
FOR THE COUNTY OF RIVERSIDE**

CHANGE ORDER NO. 11

Date: 2/23/2012

Project: Big League Dreams Perris Valley

To Contractor:
Soltek Pacific Construction
2424 Congress Street
San Diego, CA

Project No: ED1506001712
Distribution:
Project Manager Construction Manager
Contractor Inspector
Fiscal Architect/Engineer

You are directed to make the following changes. Changes shall include labor, material and equipment; each item to include all charges or indirect arising out of this work:

- | | |
|---|----------------------|
| 1) Added Railings behind bleachers for safety
Bulletin #26 | ADD \$ 34,138.00 |
| 2) Deletion of TV Cabling
CCR #59 | DEDUCT \$ (1,624.00) |
| 3) Misc. Pick up items done by Soltek
CCR #69 | ADD \$ 5,169.00 |
| 4) New ADA bar counter
CCR #70 | ADD \$ 3,853.00 |
| 5) Grass Treatment for Grand Opening
CCR #71 | ADD \$ 5,318.00 |
| 6) Seat Tags
CCR #72 | ADD \$ 1,441.00 |
| 7) Balling Cage Concrete Rework
CCR #73 | ADD \$ 21,846.00 |
| 8) Misc Electrical Work
CCR #74 | ADD \$ 2,166.00 |

The specifications, where pertinent, shall apply to these changes.
This Change Order provides for a time extension of 0 calendar days
Original Contract Duration (working days): 270
Prior Authorized Time Extension (working days): 36
Revised Construction Duration (working days): 306
Original Contract Completion Date: 8/30/2011
Revised Contract Completion Date: 10/21/2011

NOTE: This change order is not effective until ALL signatures below are obtained, and if applicable, signature authority approval by Form 11 as indicated per Change Order Guidelines.

The undersigned contractor has given careful consideration to the change proposed, including its effect on other work already contracted for, and hereby agrees, if this change order is approved, that he will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment for all costs related in any way thereto the prices shown above.

1) [Signature] 2/24/12
Contractor (signature) Date
CASEY BANE
Contractor's Printed name

Original Contract	\$ <u>19,935,225.00</u>
Prior Authorized <input checked="" type="checkbox"/> ADD <input type="checkbox"/> DED	\$ <u>791,197.00</u>
Total Contract Prior to this Change	\$ <u>20,726,422.00</u>

2) _____
Assistant CEO/EDA or Designee (signature) Date
Assistant CEO/EDA or Designee's Printed name

Authorized Changes on this C.O.:
Addition \$ 73,951.00
Deduction \$ -1,624.00

NET: Addition Deduction \$ 72,327.00

3) [Signature] 2/27/12
Construction Manager (signature) Date
ROBERT GOOD
Construction Manager's Printed name

Amount of Contract Authorized Including this Change Order \$ 20,798,749.00

4) [Signature] 2/27/12
Project Manager (signature) Date
Dominick Lombardi
Project Manager's Printed name

Pursuant to:
 Board Resolution 2012-034
 M.O. and Date _____



April 10, 2012

Attn: Magali Gallegos
First Citizens Bank
655 N. Central Avenue, Ste. 150
Glendale, CA 91203

Re: Escrow Agreement between the County of Riverside EDA as Successor Agency to the Redevelopment Agency for the County of Riverside and Solpac Construction, Inc. dba Soltek Pacific Construction Company

Project Name: Big League Dreams Perris Valley

Escrow Account #: 1353

Dear Ms. Gallegos:

The Riverside County Economic Development Agency as Successor Agency to the Redevelopment Agency for the County of Riverside authorizes you to release a payment of \$1,039,687.45 of retention funds being held in escrow by your bank to Soltek Pacific Construction Company.

These funds were guaranteed with Securities in the name of the Redevelopment Agency for the County of Riverside and Soltek Pacific Construction Company as the beneficial owner. I understand that a verbal confirmation will also be required to complete this transaction. I can be reached at 951.955.1050.

If you have any questions, please contact Dominick Lombardi, Project Manager at 951.955.6622.

Sincerely,

Marion Ashley
District 5 Supervisor
Riverside County Board of Supervisors

1 **SIXTH AMENDMENT TO THE AGREEMENT**
2 **FOR ARCHITECTURAL SERVICES BY AND BETWEEN**
3 **THE COUNTY OF RIVERSIDE AS SUCCESSOR AGENCY**
4 **AND MOORE IACOFANO GOLTSMAN, INC. (MIG)**
5 **FOR THE BIG LEAGUE DREAMS PERRIS VALLEY SPORTS PARK**

6 **THIS SIXTH AMENDMENT TO THE Agreement for Architectural Services** is
7 made and entered into the ____ day of April, 2012, by and between the
8 **County of Riverside**, a political subdivision of the State of California acting in its
9 capacity as Successor Agency to the Redevelopment Agency for the County of
10 Riverside (hereinafter "COUNTY"), and **Moore Iacofano Goltsman, Inc.** (hereinafter
11 "CONSULTANT"), for the Big League Dreams Perris Valley Sports Park.

12 **RECITALS**

13 **WHEREAS**, COUNTY is the successor in interest to the Redevelopment
14 Agency for the County of Riverside pursuant to the provisions of Section 34173 of the
15 California Health and Safety Code, acting in its capacity as Successor Agency;

16 **WHEREAS**, the Redevelopment Agency for the County of Riverside (Former
17 RDA) was a redevelopment agency duly created, established and authorized to
18 transact business and exercise its powers, all under and pursuant to the provisions of
19 the Community Redevelopment Law which is Part 1 of Division 24 of the California
20 Health and Safety Code (commencing with Section 33000 et seq.); the Former RDA
21 was terminated as of February 1, 2012 pursuant to Section 34172;

22 **WHEREAS**, the Former RDA and CONSULTANT entered into the Original
23 Agreement for Architectural Services on January 15, 2008 in the amount of
24 \$1,501,186; and

25 **WHEREAS**, the reduction of services in the First Amendment reduced the fee
26 by \$108,631; and

27 **WHEREAS**, the fees for the additional services in the Second Amendment
28 totaled \$13,648; and

WHEREAS, the fees for the additional services in the Third Amendment totaled

1 \$41,030; and

2 **WHEREAS**, the fees for the additional services in the Fourth Amendment
3 totaled \$31,650; and

4 **WHEREAS**, the fees for the additional services in the Fifth Amendment totaled
5 \$35,198; and

6 **WHEREAS**, the additional services provided in this Sixth Amendment are
7 needed to close out the project which finished later than scheduled, and total \$35,998;
8 and

9 **WHEREAS**, CONSULTANT has agreed to provide such additional services to
10 COUNTY in its capacity as Successor Agency;

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

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

16 **Section II. SCOPE OF WORK.** The CONSULTANT shall perform all services
17 and other activities necessary to design and prepare construction documents ready to
18 advertise and receive bids for the project in accordance with the terms of the
19 Agreement dated January 15, 2008, the First Amendment dated June 26, 2008, the
20 Second Amendment dated February 24, 2009, the Third Amendment dated
21 September 21, 2009, the Fourth Amendment dated May 26, 2010, the Fifth
22 Amendment dated October 6, 2011, and as outlined in Exhibits "A" through "A-5"
23 respectively. The Sixth Amendment is entered into for the purpose of obtaining
24 architectural services as described in Exhibit "A-6", attached hereto and incorporated
25 by this reference.

26 **B.** Section IV, sub-section A.1 of the original Agreement is hereby
27 amended and will read in its entirety as follows:

28 **Section IV.A.1 LANDSCAPE ARCHITECTS COMPENSATION.** For the

1 services hereinabove required the COUNTY shall pay to the CONSULTANT, in the
2 manner hereinafter provided, a fee of One Million Five Hundred Fifty Thousand
3 Seventy-nine (\$1,550,079) dollars, and shall be paid as provided in paragraph IV, C,
4 Payment.

5 C. Section IV, sub-section C.1 of the original Agreement is hereby
6 amended and will read in its entirety as follows:

7 **Section IV.C.1 PAYMENT.**

8 1. The AGENCY shall pay the ARCHITECT, upon his itemized
9 statement (with backup documentation upon request), for
10 completed and approved services under this agreement in the
11 various phases.

- 12 A. Preliminary Design Services-----\$264,375
- 13 B. Final Design/Construction Document Services-\$1,066,500
- 14 C. Utilities Consulting-----\$13,648
- 15 D. Construction Bidding Services-----\$19,270
- 16 E. Additional Work (Exhibit "A-3 &"B-3") -----\$41,030
- 17 F. Additional Work (Exhibit "A-4") -----\$31,650
- 18 G. Additional Work (Exhibit "A-5") -----\$35,198
- 19 I. Additional Work (Exhibit "A-6")-----\$35,998
- 20 H. Reimbursables (including 15% mark-up) -----\$42,410

21
22 D. Section XI. sub-section C.1 of the Original Agreement is hereby
23 amended and will read in its entirety as follows:

24 **5. MISCELLANEOUS PROVISIONS..** The term of this Agreement shall be
25 fifty-two (52) months from the date of execution and shall terminate on May 15, 2012.
26 This Agreement may be terminated by COUNTY for any reason (with or without
27 cause) upon giving fourteen (14) days written notice to CONSULTANT.
28

1 **IN WITNESS HEREOF**, the COUNTY, acting in its capacity as Successor Agency,
2 and CONSULTANT have caused their duly authorized agents to execute this Sixth
3 Amendment as of the date first above written.

4
5 **COUNTY OF RIVERSIDE**
6 **AS SUCCESSOR AGENCY**

MOORE IACOFANO GOLTSMAN, INC.

7
8 _____
9 John Tavaglione, Chairperson
Board of Supervisors

10
11 
12 _____
13 Steven N. Lang, Principal

14
15 ATTEST:
16 KECIA HARPER-IHEM
17 Clerk of the Board

18 By: _____
19 Deputy

20
21
22
23
24
25 S:\RDACOM\DIS5\Romoland\Big League Dreams\3.0 Agreements\Amendments\MIG Contract Amendment #6.docx

26 FORM APPROVED COUNTY COUNSEL
27 BY:  3/28/12
28 MARSHA L. VICTOR DATE

