

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

717



**SUBMITTAL DATE:**  
April 26, 2012

**FROM:** Successor Agency to the Redevelopment Agency

**SUBJECT:** Mead Valley Community Center – First Amendment to the Consulting Services Agreement with Shadpour Consulting Engineers, Inc.

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

1. Approve and authorize the Chairman of the Board to execute the attached first amendment to consulting services agreement between Shadpour Consulting Engineers, Inc. and the County of Riverside in the amount of \$17,500; and
2. Direct the Successor Agency to submit this item for approval at the next Oversight Board meeting.

**BACKGROUND:** On June 28, 2011, the Board of Directors awarded construction of the Mead Valley Community Center Project to AWI, Inc.

(Continued)

**REVIEWED BY CIP**  
*Christopher Hans*  
**Christopher Hans**

*Robert Field*

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 17,500	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

<b>SOURCE OF FUNDS:</b> I-215 Corridor Redevelopment Project Area Capital Improvement Funds – Mead Valley Sub-Area (previously approved budget)	<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

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

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY: *Samuel Wong* 4/25/12  
Department: SAMUEL WONG

FORM APPROVED COUNTY COUNSEL  
DATE: 4/10/12  
BY: MARSHA L. VICTOR

Dep't Recomm.:  Consent  Policy

Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.: 4.11 of 6/28/11      District: 1/1      Agenda Number:

4.4  
EDA-001a-F11  
Form Rev 08/2010

**BACKGROUND:** (Continued)

On July 27, 2011, the Redevelopment Agency entered into an Agreement with SC Engineers to provide commissioning services for the project in the amount of \$61,500. Commission services is a process of ensuring that systems are designed, installed, functionality tested by the Contractor and capable of being operated and maintained to perform in conformity with the design of the overall project. Due to the complexity of the project, the scope of services with SC Engineers has been expanded to include Building Automation Standards. This includes but is not limited to the review of the HVAC, plumbing, irrigation, and electrical construction documents. Additionally, an integrated building automation standard for this project and the review of submittals related to system integration, facility controls and automation for conformance to the Building Automation Standards will be provided.

This contract is reflected on the Initial Recognized Obligation Schedule prepared by Successor Agency Staff. Other services provided may include but are not limited to the following as needed such as weekly construction meetings, construction schedule reviews, monthly pay application reviews, change order management, budgeting and cost estimating, value engineering, quality control and project closeout. The funding for this proposal will not be an additional cost to the project as it is accounted for in the original approved budget under miscellaneous expenses (Agenda Item 4.1, 6/28/2011) Staff recommends that the Board approve the First Amendment to the Consulting Services Agreement between Shadpour Consulting Engineers, Inc. and the County of Riverside in the amount of \$17,500.

Attached:

- First Amendment to Consulting Services Agreement with Shadpour Consulting Engineers, Inc.

1                   **FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT**  
2                   **BY AND BETWEEN THE COUNTY OF RIVERSIDE**  
3                   **AS SUCCESSOR AGENCY AND SHADPOUR CONSULTING ENGINEERS, INC.**  
4                   **FOR CONSULTING SERVICES**  
5                   **FOR THE MEAD VALLEY COMMUNITY CENTER PROJECT**

6                   **THIS 1<sup>ST</sup> AMENDMENT TO AGREEMENT**, is made and entered into this  
7 \_\_\_\_\_, 2012, by and between the **COUNTY OF RIVERSIDE**, a political  
8 subdivision of the State of California acting in its capacity as Successor Agency to the  
9 Redevelopment Agency for the County of Riverside (hereinafter "COUNTY"), and  
10 Shadpour Consulting Engineers, Inc. (hereinafter "CONSULTANT").

11                   **RECITALS**

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

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

21                   **WHEREAS**, the Former RDA and CONSULTANT entered into the Original  
22 Agreement for consulting commissioning services for the Mead Valley Community  
23 Center Project on August 16, 2011 in the amount of \$61,500;

24                   **WHEREAS**, the scope of services required for successful completion of the  
25 project has expanded to include building automation standards for a fee of \$17,500;

26                   **WHEREAS**, COUNTY is requesting that the Consultant provide services in the  
27 original Agreement and additional services included in this First Amendment for the  
28 total amount of \$79,000; and

1           **IN WITNESS WHEREOF**, the County of Riverside, acting in its capacity of  
2 Successor Agency to the Redevelopment Agency for the County of Riverside, and  
3 CONSULTANT have executed this Agreement as of the date first above written.

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

**SHADPOUR CONSULTING**  
**ENGINEERS, INC.**

7  
8  
9 \_\_\_\_\_  
John Tavaglione, CHAIRMAN  
BOARD OF SUPERVISOR

  
Frank Shadpour, P.E., LEED AP  
Principal

10  
11 **ATTEST:**  
12 Kecia Harper-Ihem  
13 Clerk of the Board

14  4/3/12  
15 \_\_\_\_\_  
Deputy

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

20 \_\_\_\_\_  
21 Deputy



# Shadpour Consulting Engineers, Inc.

EXHIBIT "A-1"

*Mechanical Engineers*

Principals:  
Frank Shadpour, P.E.  
Jeremy Clifton, P.E.  
Edward Lehman, P.E.  
Lyle Willis, P.E.  
Joseph Kilcoyne, P.E.

February 3, 2012  
Revised February 14, 2012

Ms. Gloria Perez  
COUNTY OF RIVERSIDE  
3403 Tenth Street, Suite 400  
Riverside, CA 92507

**Project:** *Mead Valley Community Center Commissioning  
Project No.: 11126*

**Subject:** *Additional Services Fee Proposal  
Proposal No.: P1243r1*

#### **Project Description:**

1. The project is a two-story, non-residential community center building with approximately 39,000sf.
2. The total construction cost of the project is estimated to be approximately \$12 Million.

#### **Project Basis and Assumptions:**

1. Our current scope is for third party commissioning verification of the building systems, including mechanical and plumbing systems. It includes LEED documentation for Fundamental Commissioning and Enhanced Commissioning of the building energy systems.

#### **Description of Additional Services:**

1. The scope of our services includes providing Building Automation Standard for County of Riverside as it relates to the Mead Valley Community Center project.

#### **Scope of Additional Engineering Services:**

1. Design Phases:
  - a. Review HVAC, plumbing, irrigation, and electrical construction documents for open protocol communication requirements.
  - b. Provide a Building Automation Standard for Mead Valley Community Center.
  - c. Provide a template for Division 23 specification section – HVAC Instrumentation and Control
  - d. Provide a template for Division 25 specification section – Integrated Automation
  - e. Respond to Client with all clarifications of Cx documents related to building automation.
  - f. Review submittals related to system integration and facility controls and automation for conformance to the Building Automation Standard.

17075 Via Del Campo  
First Floor  
San Diego, CA 92127  
858.946.0333 Tel  
858.946.0334 Fax  
www.scengineers.net

Ms. Gloria Perez  
**Mead Valley Community Center Commissioning**  
**Additional Services Fee Proposal**  
February 14, 2012  
Page 2 of 2

**Additional Services Fee Proposal:**

Bill Type:       Fixed Fee                       Hourly                       Hourly, Not to Exceed

Reimbursables:  Included in Fee                       Cost + 10%                       Other: \_\_\_\_\_

Phase	Description	Total
CO 1	Building Automation Standards - Mead Valley Community Center	\$ 17,500

Existing conditions of the original contract apply. We will proceed upon your written authorization.

Please call if you have any questions on the development of this proposal or the elements contained herein.

Sincerely,  
SC ENGINEERS, INC.



Frank Shadpour, P.E.  
President  
FS/th

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_