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

802



FROM: Successor Agency to the Redevelopment Agency

May 3, 2012

SUBJECT: Mead Valley Library - First Amendment to 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. (SC Engineers) 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: Or Library Project to Str		Board o	f Directors	awarded	construction	of the	Mead	Valley
(Continued)		1	17	11				
72 10		Rol	bert Field					

X				
FINIANIOIAI	Current F.Y. Total Cost:	\$ 17,500	In Current Year Budget:	Yes
FINANCIAL	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
DATA	Annual Net County Cost:	¢ 0	For Fiscal Year:	2011/12

Assistant County Executive Officer/EDA

DATA.	Annual Net County Cost:	\$ 0	For Fiscal Year:	201	1/12
COMPANION IT	TEM ON BOARD OF DIRECTORS	AGENDA: No			
	FUNDS: I-215 Corridor Redeve nds – Mead Valley Sub-Area (prev			Positions To Be Deleted Per A-30	
		Ž.	,	Requires 4/5 Vote	
C E O RECOM	MENDATION: ADDROVE	. 1 . 1			

County Executive Office Signature

APPROVE

BY: Manual Man

County Executive Office Signature

12 May -1 PH 25-50

Prev. Agn. Ref.: 4.1 of 6/28/11; 4.2 of 5/24/11

District: 1/1

Agenda Number:

Successor Agency to the Redevelopment Agency
Mead Valley Library – First Amendment to the Consulting Services Agreement with Shadpour
Consulting Engineers, Inc.
May 3, 2012
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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 \$44,000. Commissioning services is a process of ensuring that systems are designed, installed, and functionality tested by the contractor. It also includes testing for the capability 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 the Successor Agency. 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 the Consulting Services Agreement with Shadpour Consulting Engineers, Inc.

FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF RIVERSIDE AS SUCCESSOR AGENCY AND SHADPOUR CONSULTING ENGINEERS INC. FOR THE MEAD VALLEY LIBRARY PROJECT

THIS FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT is made and entered into by and between the County of Riverside, a political subdivision of the State of California acting in its capacity as Successor Agency to the Redevelopment Agency for the County of Riverside (hereinafter "COUNTY"), and Shadpour Consulting Engineers, Inc. (hereinafter "CONSULTANT").

RECITALS

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

WHEREAS, the Redevelopment Agency for the County of Riverside (Former RDA) was a redevelopment agency duly created, established and authorized to transact business and exercise powers, all under and pursuant to the provisions of the Community Redevelopment Law, which is part 1 of Division 24 of the California Health and Safety Code (commencing with Section 33000 et seq.);

WHEREAS, the Former RDA was terminated as of February 1, 2012 pursuant to 34172;

WHEREAS, the Former RDA and CONSULTANT entered into the original Agreement for consulting commissioning services for the Mead Valley Library Project on July 27, 2011 in the amount of \$44,000;

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

WHEREAS, CONSULTANT has agreed to provide such additional services to COUNTY;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and providing that all other sections not amended remain intact, the parties hereto agree as follows:

- A. Section 1. of the original Agreement is hereby amended by modifying the first paragraph in its entirety to read as follows:
- 1. <u>DESCRIPTION OF SERVICES</u>. CONSULTANT shall provide all services as specified within the original Agreement and Exhibit "A" thereto, and this First Amendment and Exhibit "A-1" attached hereto and by this reference incorporated, including but not limited to, Building Automation Standards.
- B. Section 3 of the original Agreement is hereby amended by modifying the first paragraph in its entirety to read as follows:
- 3. <u>COMPENSATION.</u> The COUNTY shall pay the CONSULTANT for services performed and expenses incurred in an amount not-to-exceed Sixty-One Thousand Five Hundred Dollars (\$61,500). CONSULTANT shall submit monthly invoices to COUNTY for progress payments based on work completed to date of invoice, based on the phases of work and fees therefore set out in Exhibit "A" and Exhibit "A-1". COUNTY shall reimburse CONSULTANT within thirty (30) days of receipt of invoice.

1	IN WITNESS HEREOF, the par	ties hereto	have caused	their duly	authorized
2	representatives to execu	ute this	First	Amendme	ent on
3	·		ř		
4	(To be filled in by Clerk of the Board)			
5					
6	COUNTY OF RIVERSIDE	S	hadpour Cons	ulting Engi	neers, Inc.
7	As Successor Agency		•	0 0	, 12
8		K	Tall &	Du	•
9	John Tavaglione	Fi	rank Shadpou	r, P.E. LEE	O AP
10	Board of Supervisors	P	rincipal	4/2	7/12
11				•	•
12	APPROVED AS TO FORM:				
13	Pamela J. Walls County Counsel				
14	By Naisla & Vietor 4/3/12				
15	By <u>Nausla 1 16407 4/3/12</u> Deputy				
16					
17	ATTEST:				
18	Clerk of the Board				
19	Ву				
20	Deputy				
22					
23					
24					
25					
26					
27					



Shadpour Consulting Engineers, Inc.

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 Library Commissioning

Project No.:11126

Subject:

Additional Services Fee Proposal

Proposal No.: P1242

Project Description:

- The project is a one-story, non-residential library building with approximately 23,000sf of space.
- 2. The total construction cost of the project is estimated to be approximately \$10 Million.

Project Basis and Assumptions:

 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:

 The scope of our services includes providing Building Automation Standard for County of Riverside as it relates to the Mead Valley Library 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 Library.
 - 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.
 - 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 ValleyLibrary Commissioning Additional Services Fee Proposal February 14, 2012 Page 2 of 2

Bill Type:	Fixed Fee	☐ Hourly	☐ Hourly, Not to E	Exceed
Reimbursables:		Cost + 10%	Other:	
Phase	Description			Total
CO 1	Building Automation S	Library	\$ 17,500	
Sincerely, SC ENGINEERS,	inc. That IDC		sal or the elements contained	d herein.
Name:		Tif	tle:	
Signature:		Da	ate:	