

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

655



**SUBMITTAL DATE:**  
July 19, 2012

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

**SUBJECT:** Cabazon Civic Center – Change Order No. 7

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

1. Approve and authorize the Chairman of the Board to execute the attached Change Order No. 7 between Doug Wall Construction and the County of Riverside in the amount of \$147,394; and
2. Approve and authorize the Chairman of the Board to execute the attached First Amendment to the Consulting Services Agreement by and between the County of Riverside as Successor Agency and Holt Architects, Inc. in the amount of \$58,890.

**BACKGROUND:** (Commences on page 2)

**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:	\$ 206,284	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

<b>COMPANION ITEM ON BOARD AGENDA:</b> No	
<b>SOURCE OF FUNDS:</b> Mid-County Redevelopment Project Area Capital Improvement Bond Proceeds (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  
BY: *Jennifer L. Sargent*  
**County Executive Office Signature** Jennifer L. Sargent

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *Samuel Wong* 7/19/12  
 Department: SAMUEL WONG  
 DATE: 7/19/12  
 FORM APPROVED COUNTY COUNSEL  
 BY: *Marshall Victor* 7/19/12  
 MARSHALL VICTOR  
 Policy  Policy   
 Dept't Recomm.:  Consent   
 Per Exec. Ofc.:  Consent

**BACKGROUND:**

The Cabazon Civic Center Project was awarded to Doug Wall Construction, Inc. on June 14, 2011.

The attached Change Order No. 7 includes work arising from unforeseen circumstances during construction, changes requested by the various building operators, and changes requested by Economic Development Agency (EDA). The change order is well within the 10% contingency established in the project budget, which was approved on June 14, 2011.

The attached First Amendment with Holt Architects, Inc. includes work necessary for the proper and safe completion of the construction. Their services are required to answer architectural, structural, electrical, and mechanical questions that arise during the course of construction. Holt Architects, Inc. was selected from the Pre-Qualified List for Architectural and Engineering Services, Minute Order 3.14 of October 6, 2009. The Agency realizes the limit on the pre-approved services per project is \$100,000, however the complexity of this construction project has required additional services that would be best performed by Holt Architects who has first hand knowledge of the events that have transpired during construction so far.

The cost of Change Order No. 7 and the Holt Architects Amendment will not be an additional cost to the project as they are accounted for in the approved budget and a budget adjustment is not required.

The construction contract is reflected on the Recognized Obligation Payment Schedule (ROPS) which has been approved by the Oversight Board and the California Department of Finance. Staff recommends approval of the motions listed above.

Attachments:

- Change Order No. 7 with backup documentation
- Amendment #1

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

**CHANGE ORDER NO. 7**

**Date:** 5/15/2012

**Project:** Cabazon Civic Center

**To Contractor:**

Doug Wall Construction, Inc  
78450 Avenue 41  
Bermuda Dunes, CA 92203

**Project No:** ED13080004

**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) Credit for Site Walls<br>COR #49                                      | DEDUCT | \$ 63,428.00  |
| 2) Enlarge Trash Enclosures<br>COR #54                                   | ADD    | \$ 11,670.00  |
| 3) Electrical Changes<br>COR #56                                         | ADD    | \$ 17,194.00  |
| 4) Framing of Soffits for Exposed Ducts<br>COR #58                       | ADD    | \$ 7,308.00   |
| 5) Oversize Rock Removal<br>COR #59                                      | ADD    | \$ 1,887.00   |
| 6) Yamada Furniture and Additional Stacks<br>COR #60                     | ADD    | \$ 152,318.00 |
| 7) Building C Site Wall and Transformer<br>COR #61                       | ADD    | \$ 17,242.00  |
| 8) Trim tile around bathroom mirrors - All buildings<br>COR #64          | ADD    | \$ 2,462.00   |
| 9) Additional Electrical for additional outlets and circuit<br>COR #62R2 | ADD    | \$ 741.00     |

**The specifications, where pertinent, shall apply to these changes.**

**This Change Order provides for a time extension of** 0 **calendar days**  
Original Contract Duration (calendar days): 450  
Prior Authorized Time Extension (calendar days): 30  
Revised Construction Duration (calendar days): 480  
Original Contract Completion Date: 10/5/2012  
Revised Contract Completion Date: 11/5/2012

**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] 5-17-12  
Contractor (signature)      Date  
Mike Glend  
Contractor's Printed name

Original Contract      \$ 11,990,000.00  
Prior Authorized [x] ADD [ ] DED      \$ 364,766.10  
Total Contract Prior to this Change      \$ 12,354,766.10

2) \_\_\_\_\_  
Chairman, Board of Supervisors (signature)      Date

Authorized Changes on this C.O.:  
Addition \$ 210,822.00  
Deduction \$ 63,428.00

John Tavaglione  
Chairman, Board of Supervisors      Printed name

NET: [x] Addition [ ] Deduction      \$ 147,394.00

3) [Signature] 5/17/12  
Architect (signature)      Date  
Tom Howell  
Architect's Printed name

Amount of Contract Authorized  
Including this Change Order      \$ 12,502,160.10

4) [Signature] 5/22/12  
Project Manager (signature)      Date  
Dominick Lombardi  
Project Manager's Printed name

Pursuant to:  
[x] Board Resolution 2012-034  
[ ] M.O. and Date \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] 7/10/12  
MARSHAL VICTOR      DATE

1                   **FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT**  
2                                   **BY AND BETWEEN THE**  
3                   **THE COUNTY OF RIVERSIDE AS SUCCESSOR AGENCY**  
4                                   **AND HOLT ARCHITECTS, INC.**  
5                   **FOR THE CABAZON CIVIC CENTER PROJECT**

6           **THIS FIRST AMENDMENT TO THE AGREEMENT**, is made and entered into this  
7           \_\_\_\_\_ day of \_\_\_\_\_, 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 Holt  
10          Architects, Incorporated (hereinafter "CONSULTANT").

11                                   **RECITALS**

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

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

21          **WHEREAS**, the Former RDA and CONSULTANT entered into the Original Agreement for  
22          Consulting Services on June 23, 2011 in the amount of \$75,000 for the second half of the  
23          construction administration; and

24          **WHEREAS**, the additional services provided in this amendment are needed to close out  
25          the project for Holt Architects, Incorporated and total \$58,890; and

26          **WHEREAS**, CONSULTANT has agreed to provide such additional services to COUNTY.

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

**A.** Section 1 of the Original Agreement is hereby amended to add the following

1 sentences to the end of the current paragraph:

2 **Section 1. SCOPE OF SERVICES.** . . .

3 "CONSULTANT shall further provide services in accordance with the terms of the First  
4 Amendment as outlined and specified in Exhibit "A-1", consisting of One (1) page(s), attached  
5 hereto and incorporated herein, for the purposes of CONSULTANT providing extended  
6 Construction Administration Services."

7 Section 1.1 shall remain unchanged.

8 **B.** Section 3 of the original Agreement is hereby amended and will read in its  
9 entirety as follows:

10 **Section 3. COMPENSATION.** The AGENCY shall pay the Consultant for services  
11 performed and expenses incurred as follows:

12 3.1 AGENCY shall pay to Consultant for services performed and expenses incurred in  
13 accordance with the Scope of Services set forth in Exhibit "A" of the Agreement dated June 23,  
14 2011 and Exhibit "A-1" of the First Amendment. The total amount of compensation paid to  
15 Consultant for all such services shall not exceed the sum of One Hundred Thirty Three  
16 Thousand Eight Hundred Ninety (\$133,890) dollars unless a written amendment to this  
17 Agreement is executed by both parties prior to performance of additional services.

18 3.2 Said compensation shall be paid in accordance with an invoice submitted to  
19 AGENCY by Consultant within fifteen (15) days from the last day of each calendar month, and  
20 AGENCY shall pay the invoice within thirty (30) working days from the date of receipt of the  
21 invoice. CONSULTANT shall invoice based on a percentage of work completed as described in  
22 Exhibit "A" of the Agreement dated June 23, 2011 and in Exhibit "A-1" of the First Amendment.

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

26 //

27 //

28 //

1 COUNTY OF RIVERSIDE


HOLT ARCHITECTS, INC.

2 As Successor Agency

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5 \_\_\_\_\_  
John Tavaglione, Chairperson

  
\_\_\_\_\_  
Timothy M. Holt, President

6 Board of Supervisors

7

8 APPROVED AS TO FORM:

9

10 BY: *Maria D. Vitero* 7/10/12  
Deputy County Counsel

12

13 ATTEST:  
Kecia Harper-Ihem  
14 Clerk of the Board

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16 BY: \_\_\_\_\_  
Deputy

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Amendment #1 final.docx

28



"EXHIBIT A-1"

May 30, 2012

Dominick Lombardi  
County of Riverside EDA  
3133 Mission Inn Ave.  
Riverside, CA 92507

**RE: CABAZON CIVIC CENTER  
ADDITIONAL SERVICE REQUEST  
CONSTRUCTION ADMINISTRATION TIME EXTENSION**

Dear Dominick:

We would like to request additional fee for the extended construction time period being required to complete the Cabazon Civic Center. We have estimated the additional time to be 5 months, beginning in May 30, 2012 and ending in October 31, 2012.

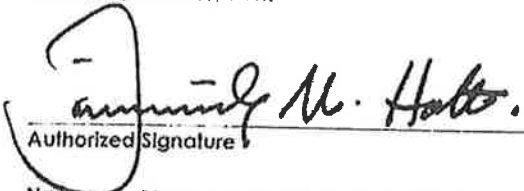
**COMPENSATION**

Our proposed compensation will be a lump sum fee in the amount of \$58,890.00 including reimbursable expenses. This fee will be billed on a monthly basis beginning May 30, 2012.

We look forward to the successful completion of this project. Please contact me if you need any clarification.

Sincerely,  
Holl Architects, Inc.

Acknowledged by:  
County of Riverside EDA

  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Name: Timothy M. Holl, AIA, NCARB  
President  
Date: May 30, 2012

Name:  
Date:

TMH/knd