

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

206



FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:
SEPTEMBER 20, 2012

SUBJECT: Mead Valley Community Center – First Amendment for Geotechnical Services with K & R Consulting, Inc.

RECOMMENDED MOTION: That the Board of Supervisors approve and authorize the Chairman of the Board to execute the attached first amendment between K & R Consulting, Inc. and the Successor Agency to the Redevelopment Agency in the amount totaling \$29,959.

BACKGROUND: On July 27, 2011 and August 3, 2011 the Agency advertised a Request for Qualifications seeking a qualified deputy soils, materials testing and inspections firm for the Mead Valley Community Center Project. On August 17, 2011, sixteen Statement of Qualifications were submitted and K & R was determined to be the most qualified.

(Continued)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 29,959	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

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: I-215 Corridor Redevelopment Project Area Capital Improvement Bond Proceeds (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

Jennifer L. Sargent

County Executive Office Signature BY: Jennifer L. Sargent

FISCAL PROCEDURES APPROVED
PAUL ANGILO, CPA, AUDITOR-CONTROLLER
BY: *Samuel Wong* 9/18/12
SAMUEL WONG
Departmental Controller

FORM APPROVED COUNTY COUNSEL
DATE: 9/16/12
BY: *Marshall Victor*
MARSHALL VICTOR

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

BACKGROUND: (Continued)

An Agreement between K & R Consulting, Inc. and the Redevelopment Agency for the County of Riverside was approved by Board on November 22, 2011 for deputy soils, materials testing and inspection services. The scope of services has been expanded and therefore requires an amendment to their agreement. The additional work includes continuous grout compaction inspection and testing for the keystone retaining wall on the west side of the property and also includes compaction testing for improvement of Rider Street. These additional services are needed to ensure slope stability and document proper compaction of Rider Street.

The change order is well within the 10% contingency established in the project budget and is also included in the Recognized Obligation Payment Schedule (ROPS), as approved by the Oversight Board and the California Department of Finance, and will be processed in accordance with the terms of the original construction contract. The cost for the first amendment 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.

Staff recommends that the Board approve the first amendment in the amount of \$29,959 for the additional work to the project.

Attachment:

- First Amendment for Geotechnical Services with K & R Consulting, Inc.

1 **WHEREAS**, the fees and expenses for the original Agreement was One Hundred
2 Twenty-Nine Thousand, Four Hundred Ninety-Five Dollars (\$129,495);

3 **WHEREAS**, fees for the additional services will total Twenty-Nine Thousand,
4 Nine Hundred Fifty-Nine Dollars (\$29,959);

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

8 **A.** All references in the Agreement to Exhibit "A" are hereby amended so that
9 all references shall now be read to refer to "Exhibit "A" and "A-1" throughout the
10 Agreement.

11 **B. Section 3** of the original Agreement is hereby amended by modifying the
12 first paragraph in its entirety to read as follows:

13 3. COMPENSATION. The AGENCY shall pay the CONSULTANT an
14 amount not-to-exceed One Hundred Fifty-Nine Thousand Four Hundred Fifty
15 Four Dollars (\$159,454), for services performed as outlined in Exhibit "A" and
16 Exhibit "A-1", attached hereto and incorporated by this reference.
17 CONSULTANT shall submit monthly invoices to the AGENCY for progress
18 payments based on work completed to date of invoice, based on the work and
19 rates therefore set out in Exhibit "A" and Exhibit "A-1". If CONSULTANT
20 completes the work ahead of schedule and under budget, the AGENCY will
21 retain any unused monies. However, if the CONSULTANT exceeds the schedule
22 and not-to-exceed budget, no additional monies will be paid or due to
23 CONSULTANT beyond the above referenced amount. The Project is a public
24 works project and therefore subject to prevailing wage laws and requirements.
25 CONSULTANT hereby agrees to pay for all travel and daily trip charges.
26 AGENCY will not compensate CONSULTANT for minimum daily show-up
27 charges.

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1 IN WITNESS HEREOF, the parties hereto have caused their duly authorized
2 representatives to execute this First Amendment as of the date first written above.

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Successor Agency

K & R Consulting, Inc.

John Tavaglione, Chairman
Board of Supervisors

Kenneth Baker

Kenneth Baker
CEO

ATTEST:
Clerk of the Board

By _____
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By *Nauska S. Victor 9/16/12*

Deputy



Soil Testing • Deputy Inspection • Material Testing

Change Order Request

Date: August 20, 2012

K&R Consulting

32395 State Highway 74, Suite A
Hemet, CA 92545

Phone (866) 617-2469 Fax (951) 658-6935

TO: Marc Crispin
Riverside County EDA
3403 10th Street, Suite 400
Riverside, CA 92507

JOB NAME: Mead Valley Community Center
LOCATION: 21091 Rider Street
Perris, CA

CHANGE ORDER REQUEST AMOUNT: \$29,959

We will arrive at our original contract amount on this project by the end of this month. Additional testing and inspection will be required to complete this project. Eric Noren, the site superintendent, has confirmed that full time inspection will be required for the site improvement compaction and street improvements. Periodic inspection will be required at the keystone wall. The itemized breakdown below should cover the remaining inspection and testing that will be needed to complete our work on this project. To help lower cost, we have omitted our charge for administration. We anticipate the work below to be completed in October 2012.

ITEMIZED BREAKDOWN

Division 2 EARTHWORK

Soils Technician

Asphalt (Continuous Observation)	71	hours @	\$73	per hour	\$5,183
Site Work (Includes Subgrade, Base, and Asphalt Compaction Testing)	71	hours @	\$73	per hour	\$5,183
Street Work (Includes Backfill, Subgrade Base, and Asphalt)	56	hours @	\$73	per hour	\$4,088

Laboratory Testing of Soils

Maximum Density/Optimum Moisture Curve (Type A)	1	test @	\$120	per test	\$120
Maximum Density/Optimum Moisture Curve (Type C)	1	test @	\$145	per test	\$145
Marshall	1	test @	\$315	per test	\$315

Division 2 Estimated Sub-Total \$15,034

Division 4 STRUCTURAL MASONRY

Structural Masonry Inspector

Keystone Walls (Periodic Inspection) 199 hours @ \$75 per hour \$14,925

Division 4 Estimated Sub-Total \$14,925

PROJECT CORDINATION

Administration 2.5% of Cost No Charge

TOTAL \$29,959