

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



914

FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:
December 6, 2012

SUBJECT: Cabazon Civic Center – Change Order No. 10

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to execute the attached Change Order No. 10 between Doug Wall Construction and the Successor Agency to the Redevelopment Agency in the amount of \$117,365;
2. Approve and authorize the Chairman of the Board to execute the attached Second Amendment for Consulting Services between the Successor Agency to the Redevelopment Agency and Holt Architects, Inc. in the amount of \$30,000; and

(Continued)

REVIEWED BY CIP
Christopher Hans
Christopher Hans

Robert Field
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 147,365	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: Mid-County 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

BY: *Jennifer Sargeant*
Jennifer Sargeant

County Executive Office Signature

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

Prev. Agn. Ref.: 4.4 of 10/2/12, 4.3 of 11/6/12 **District:** 5/5 **Agenda Number:** 4.1

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

3. Approve a reduction of the contract retention for Doug Wall Construction, Inc., from 10% to 5% per the general conditions of the contract.

BACKGROUND:

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

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

The attached Second Amendment with Holt Architects includes work necessary for the proper and safe completion of construction. Their services are required to answer architectural, structural, electrical, and mechanical questions that arise during the course of construction.

Pursuant to the general conditions of the contract, the Agency is currently retaining 10% of all progress payments to Doug Wall 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 of 5% of the contract. Doug Wall Construction has completed 80% of the contract work and excellent progress has been made. Therefore, Agency staff recommends that the contract retention be reduced to 5% of the contract.

The cost of Change Order No. 10, the Second Amendment, and the retention reduction will not be an additional cost to the project as they are well within the 10% contingency established in the project budget. They are also included on the Recognized Obligation Payment Schedule, as approved by the Oversight Board and the California Department of Finance. Change Order No. 10 will be processed in accordance with the terms of the original construction contract.

Attachments:

- Change Order No. 10 with backup documentation
- Second Amendment between Successor Agency and Holt Architects, Inc.

**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
FOR THE COUNTY OF RIVERSIDE
CHANGE ORDER NO. 10**

Date: 10/1/2012

Project: Cabazon Civic Center

To Contractor:
Doug Wall Construction, Inc.
78450 Avenue 41
Bermuda Dunes, CA 92203

Project No: ED1308000412
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) New trash enclosure at Community Center COR #6R2	ADD \$ 14,948.00
2) Add vision frames to doors COR #69	ADD \$ 2,254.00
3) Add new flagpoles/remove old COR #83R2	ADD \$ 27,265.00
4) Add mow curb east of library at property line COR #87	ADD \$ 1,007.00
5) Temporary banners/building signs COR #104	ADD \$ 683.00
6) Add new window in Building C office COR # 106	ADD \$ 2,398.00
7) Roof screen on Building B to hide large mechanical equipment COR # 107	ADD \$ 13,290.00
8) Credit for eliminated casework in B COR #108	DEDUCT \$ 2,502.00
9) Wireless auto door operators COR #110	ADD \$ 524.00
10) Library patio furniture COR #111	ADD \$ 9,898.00
11) Roof drain lieder per RFI 271 COR #112	ADD \$ 604.00
12) Artificial turf in Building A playgrounds to replace seed COR #113	ADD \$ 24,939.00
13) Additional trash receptacles at Building A COR #114	ADD \$ 1,479.00
14) Two additional EnMotion paper towel dispensers COR #115	ADD \$ 596.00
15) Flashing at Building E to close gap in CMU COR #116	ADD \$ 1,543.00
16) Add retaining wall at NE corner of Building A COR #117	ADD \$ 22,423.00
17) Credit for elimination of seat walls and site wall at BLDG A COR #118	DEDUCT \$ 34,656.00
18) Additional time - COR #119	\$ -
19) Change in equipment at Area 3 child care playground COR #120	ADD \$ 11,305.00
20) Added residential appliances COR #121	ADD \$ 4,550.00
21) Change Grasspav to concrete COR #94R	ADD \$ 13,948.00
22) Suspended ceiling mounts for projectors COR #124	ADD \$ 869.00

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

This Change Order provides for a time extension of

	<u>80</u>	calendar days
Original Contract Duration (calendar days):	<u>450</u>	
Prior Authorized Time Extension (calendar days):	<u>30</u>	
Revised Construction Duration (calendar days):	<u>560</u>	
Original Contract Completion Date:	<u>10/5/2012</u>	
Revised Contract Completion Date:	<u>1/25/2012</u>	

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)  10-18-12
 Contractor (signature) Date
Mike Gleason
 Contractor's Printed name


Original Contract	\$	<u>11,990,000.00</u>
Prior Authorized [] ADD [] DED	\$	<u>729,101.10</u>
Total Contract Prior to this Change	\$	<u>12,719,101.10</u>

2) _____
 John Tavaglione, Chairman Date
 Board of Supervisors (signature)

Authorized Changes on this C.O.:
 Addition \$ 154,523.00
 Deduction \$ 37,158.00

John Tavaglione
 Chairman, Board of Supervisors
 Printed name

NET: [x] Addition [] Deduction \$ 117,365.00

3)  10/11/12
 Architect (signature) Date
Thomas Honell
 Architect's Printed name

Amount of Contract Authorized Including this Change Order \$ 12,836,466.10

4)  10/3/12
 Project Manager (signature) Date
Demetrio Lombardi
 Project Manager's Printed name

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

Successor Agency Change Order Form - Revised 07-26-12

FORM APPROVED COUNTY COUNSEL
 BY:  12/3/12
 MARSHAL VICTOR DATE

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

7 **THIS SECOND AMENDMENT TO THE AGREEMENT**, is made and entered into
8 this ____ day of _____, 2012, by and between the **SUCCESSOR AGENCY TO THE**
9 **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE** (hereinafter
10 "AGENCY"), and Holt Architects, Incorporated (hereinafter "CONSULTANT").

11 **RECITALS**

12 **WHEREAS**, AGENCY 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 RDA)
16 was a redevelopment agency duly created, established and authorized to transact
17 business and exercise its powers, all under and pursuant to the provisions of the
18 Community Redevelopment Law which is Part 1 of Division 24 of the California Health
19 and Safety Code (commencing with Section 33000 et seq.); the Former RDA was
20 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 Services on June 23, 2011 in the amount of \$75,000; and

23 **WHEREAS**, the First Amendment to the Original Agreement was entered into on
24 July 31, 2012 and increased the fee by \$58,890; and

25 **WHEREAS**, the additional services provided in the Second Amendment are
26 needed to close out the project for Holt Architects, Inc. and total \$30,000; and

27 **WHEREAS**, CONSULTANT has agreed to provide such additional services to the
28 AGENCY.

NOW, THEREFORE, in consideration of the foregoing and providing that all other

1 sections not amended remain intact, the parties hereto do hereby agree as follows:

2 **A.** Section 1 of the Original Agreement is hereby amended to add the
3 following sentences to the end of the current paragraph:

4 **Section 1. SCOPE OF SERVICES.** . . .

5 "CONSULTANT shall further provide services in accordance with the terms of the
6 Second Amendment as outlined and specified in Exhibit "A-2", consisting of one (1)
7 page(s), attached hereto and incorporated herein, for the purposes of CONSULTANT
8 providing extended Construction Administration services."

9 Section 1.1 shall remain unchanged.

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

12 **Section 3. COMPENSATION.** The AGENCY shall pay the CONSULTANT for
13 services performed and expenses incurred as follows:

14 3.1 AGENCY shall pay to Consultant for services performed and expenses incurred
15 in accordance with the Scope of Services set forth in Exhibit "A" of the Agreement dated
16 June 23, 2011, Exhibit "A-1" of the First Amendment dated July 31, 2012, and Exhibit "A-
17 2" of the Second Amendment. The total amount of compensation paid to Consultant for
18 all such services shall not exceed the sum of One Hundred Sixty Three Thousand Eight
19 Hundred Ninety (\$163,890) dollars unless a written amendment to this Agreement is
20 executed by both parties prior to performance of additional services.

21 3.2 Said compensation shall be paid in accordance with an invoice submitted to
22 AGENCY by CONSULTANT within fifteen (15) days from the last day of each calendar
23 month, and AGENCY shall pay the invoice within thirty (30) working days from the date of
24 receipt of the invoice. CONSULTANT shall invoice based on a percentage of work
25 completed as described in Exhibit "A" of the Agreement dated June 23, 2011, Exhibit "A-
26 1" of the First Amendment dated July 31, 2012, and in Exhibit "A-2" of the Second
27 Amendment.

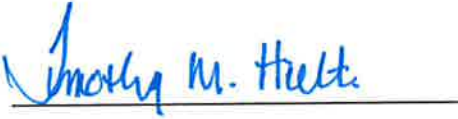
28 **IN WITNESS WHEREOF,** the SUCCESSOR AGENCY TO THE

1 REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, and CONSULTANT
2 have executed this Agreement as of the date first above written.

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Successor Agency to the
Redevelopment Agency for
The County of Riverside

Holt Architects, Inc.



John Tavaglione, Chairman
Board of Supervisors

Timothy M. Holt, President

APPROVED AS TO FORM
Pamela J. Walls
County Counsel



Deputy

ATTEST
Kecia Harper-Ihem
Clerk of the Board

Deputy



EXHIBIT "A-2"

October 29, 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 3 months, beginning in November 1, 2012 and ending in January 31, 2012.

COMPENSATION

Our proposed compensation will be a lump sum fee in the amount of \$30,000.00 including reimbursable expenses. This fee will be billed on a monthly basis beginning November 30, 2012.

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

Sincerely,
Holt Architects, Inc.

Acknowledged by:
County of Riverside EDA



Authorized Signature

Authorized Signature

Name: Timothy M. Holt, AIA, NCARB
President
Date: October 29, 2012

Name:
Date:

TMH/kmd