

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

424



FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:

January 24, 2013

SUBJECT: El Cerrito Road and Storm Drain Improvements Project – First Amendment and Construction Change Order 5

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to execute the attached First Amendment to the Agreement for soils and materials testing and inspection services on the El Cerrito Road Improvement Project, between Southern California Soil & Testing, Inc. and the Successor Agency to the Redevelopment Agency in the amount of \$52,610; and
2. Approve and authorize the Chairman of the Board to execute the attached Change Order No. 5 between Riverside Construction Company, Inc. and the Successor Agency to the Redevelopment Agency, in the amount of \$114,852.

BACKGROUND: (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 167,462	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: Improvement Bond Proceeds (previously approved budget)	1-1986 Redevelopment Project Area Capital	Positions To Be Deleted Per A-30	<input type="checkbox"/>
		Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL LANGULO, CPA, AUDITOR-CONTROLLER
 BY: Lisette Rose
 Departmental Concurrence
 DATE 1/14/13
 BY: MARSHAL VICTOR
 FORM APPROVED COUNTY COUNSEL

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

4-1

BACKGROUND:

On March 26, 2002, the Board of Directors entered into an agreement with Krieger and Stewart for the engineering and design of the El Cerrito Road and Storm Drain Improvement Project.

The project consists of storm drain improvements to provide ultimate flow capacity, median, street improvements including curb, gutter, sidewalks, and installation of a traffic signal at the intersection of El Cerrito Road and Evelyn Street along the segment of El Cerrito Road between Interstate 15 and Temescal Canyon Road in the unincorporated community of El Cerrito. These improvements will benefit the El Cerrito Sub-Area of the Redevelopment Project Area 1-1986, by helping to eliminate blight within the project area by installing sidewalks, streets, curb, gutter, and the construction of a new storm drain, and significantly improving the pedestrian access in the area.

On May 3, 2011, the Board approved the plans and specifications for El Cerrito Road and Storm Drain Improvements Project and authorized the Clerk of the Board to advertise the Notice Inviting Bids. On June 28, 2011, the Board accepted and awarded the construction contract for the project to the lowest responsible bidder, Riverside Construction Company in the amount of \$3,631,141 and a total project budget of \$5,341,755.

On April 24, 2012, the Board approved the Agreement with Southern California Soil & Testing, Inc. (SCST) for soil and material testing in the amount of \$75,000. Due to unforeseen circumstances including weather delays and unsuitable soils, the Agency is amending the contract for additional testing services. The First Amendment to the Agreement with SCST is for a not to exceed amount of \$52,610, and a total revised contract budget of \$127,610. The costs associated with the First Amendment to the Agreement with SCST are listed on the Recognized Obligation Payment Schedule (ROPS), under the line item Materials Testing, Geotechnical Investigation, and Construction Staking. The ROPS has been approved by the Oversight Board and the California Department of Finance.

The items within Change Order No. 5 are related to the reconstruction of Marilyn Drive, fencing, removal of unsuitable soil, increases in slurry backfill and asphalt bid items. Cumulative change orders, including Change Order No. 5, do not exceed the 10% contingency of the construction contract 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.

Staff recommends that the Board approve the motions and authorize the Chairman of the Board to execute the First Amendment to the Agreement with Southern California Soil & Testing, Inc. and Change Order No. 5 for the El Cerrito Road and Storm Drain Improvements Project.

Attachment:

- First Amendment to the Agreement (3)
- Change Order No. 5 (3)

1 **FIRST AMENDMENT TO AGREEMENT**
2 **BY AND BETWEEN THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY**
3 **FOR THE COUNTY OF RIVERSIDE AND**
4 **SOUTHERN CALIFORNIA SOIL & TESTING, INC.**
5 **FOR GEOTECHNICAL MATERIAL TESTING AND SPECIAL INSPECTION SERVICES**
6 **FOR THE EL CERRITO ROAD STREET IMPROVEMENT PROJECT**

7 **THIS FIRST AMENDMENT TO THE AGREEMENT** is made and entered into on this
8 _____ day of _____, 2013, by and between the Successor Agency to the
9 Redevelopment Agency for the County of Riverside (hereinafter "AGENCY"), and Southern
10 California Soil & Testing, Inc. (hereinafter "CONSULTANT").

11 **WITNESSETH:**

12 **WHEREAS**, AGENCY 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;

15 **WHEREAS**, the Redevelopment Agency for the County of Riverside (Former RDA) was
16 a 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.); and

20 **WHEREAS**, the County of Riverside and Former RDA adopted by Ordinance No. 800,
21 on December 14, 1999, a redevelopment plan for the El Cerrito Sub-Area of 1-1986
22 Redevelopment Project Area (hereinafter "PROJECT AREA"); and

23 **WHEREAS**, the 1-1986 Redevelopment Plan (hereinafter "PLAN") was adopted in
24 order to eliminate blight and revitalize the substandard physical and economic conditions that
25 exist within the PROJECT AREA; and

26 **WHEREAS**, pursuant to Section 330020(a) of the California Community
27 Redevelopment Law, "redevelopment" means to conduct planning, development, and re-
28 planning of all or part of a survey area as may be appropriate and necessary in the interest of
general welfare, including recreational and other facilities incidental or appurtenant to them;
and

1 **WHEREAS**, pursuant to Sections 34177 – 34181 of the Health and Safety Code, the
2 AGENCY is authorized to make and execute contracts and other instruments necessary or
3 convenient in compliance with the Recognized Obligation Payment Schedule (ROPS) as
4 adopted by the AGENCY and the Oversight Board; and

5 **WHEREAS**, the proposed services provided in this First Amendment will benefit the
6 PROJECT AREA by facilitating the construction of El Cerrito Road (hereinafter the
7 “PROJECT”) which will improve the overall physical condition of the property as necessary to
8 implement the PLAN; and

9 **WHEREAS**, the original Agreement was entered into on April 24, 2012, (“Agreement”)
10 for complete geotechnical material testing and special inspections services for a total project
11 budget of Seventy-Five Thousand Dollars (\$75,000); and

12 **WHEREAS**, this First Amendment is made necessary and is in direct connection to the
13 construction of the El Cerrito Road Street Improvement Project, as being constructed by
14 Riverside Construction Company, Inc.; and

15 **WHEREAS**, due to unforeseen circumstances including unsuitable subgrade soil,
16 inclement weather, and project construction acceleration, additional geotechnical material
17 testing and special inspections services are required which were beyond the estimated
18 numbers of hours and tests as set forth in the original Agreement scope of work, which
19 services are necessary and essential in complying with current state and local roadway
20 construction standards and completing the Project; and

21 **WHEREAS**, the additional fee for the additional services are Fifty-Two Thousand, Six
22 Hundred Ten Dollars (\$52,610); and

23 *///*

24 *//*

25 */*

26 */*

27 */*

28 */*

1 **NOW, THEREFORE**, in consideration of the foregoing and providing that all other
2 sections not amended remain intact, the parties hereto do hereby agree as follows effective
3 January 29, 2013:

4 **A.** In Section 2 of the Agreement, the first paragraph only is hereby amended in its entirety
5 to read as follows:

6 **2. COMPENSATION AND METHOD OF PAYMENT:** CONSULTANT compensation
7 shall be an amount not to exceed One Hundred Twenty-Seven Thousand, Six Hundred Ten
8 Dollars (\$127,610). CONSULTANT shall submit monthly invoices to AGENCY for progress
9 payments based on work completed to date of invoice, based on the hours worked and tests
10 performed at the fees therefore set out in Exhibit "A". AGENCY shall reimburse
11 CONSULTANT within thirty (30) days of receipt of invoice. If the CONSULTANT completes the
12 work ahead of schedule and under budget, the AGENCY will retain any unused monies. The
13 PROJECT is a public works project and therefore subject to prevailing wage requirements.
14 CONSULTANT hereby agrees to pay for all travel and daily trip charges. AGENCY will not
15 compensate CONSULTANT for minimum daily show-up charges.

16 **B.** Section 4 of the Agreement is here by amended in its entirety to read as follows:

17 **4. TIME OF PERFORMANCE:** CONSULTANT shall commence performance upon
18 execution of this Agreement, and complete performance of services described in Exhibit "A"
19 and the First Amendment by January 29, 2014. CONSULTANT will diligently and responsibly
20 pursue the performance of the services required of it by this Agreement and First Amendment
21 through completion unless the work is altered by written amendment(s) pursuant to Section 3,
22 or terminated as specified in Section 14. All applicable indemnification provisions in the
23 Agreement shall remain in effect following the termination of the Agreement and First
24 Amendment.

25 *///*

26 *//*

27 */*

28 */*

1 **IN WITNESS WHEREOF**, the Consultant and the Agency have executed this First
2 Amendment as of the date first above written.

3 **COUNTY OF RIVERSIDE**

**SOUTHERN CALIFORNIA SOIL
& TESTING, INC.**

4
5
6 _____
7 John J. Benoit, Chairman
8 Board of Supervisors

9
10 _____
11 Howard Katz
12 President



13
14
15 **APPROVED AS TO FORM:**
16 Pamela J. Walls
17 County Counsel

18
19 _____
20 *Pamela J. Walls 1/14/13*
21 Deputy

22
23
24 **ATTEST:**
25 Kecia Harper-Ihem
26 Clerk of the Board

27 _____
28 Deputy



San Diego Office
6280 Riverdale Street
San Diego, CA 92120
P: 619.280.4321
F: 619.280.4717
www.scst.com

Indio Office
83-740 Citrus Avenue, Suite G
Indio, CA 92201-3438
P: 760.775.5983
F: 760.775.8362

Riverside Office
1130 Palmyra Avenue, Suite 339-A
Riverside, CA 92507
P: 951.965.8711
Toll Free:
877.215.4321

November 30, 2012

SCS&T Project # 1131008PN

Erik Sydow
County of Riverside Economic Development Agency
3403 Tenth Street, Suite 400
Riverside, CA 92501

Subject: CHANGE ORDER – MATERIAL TESTING & INSPECTION SERVICES
EL CERRITO ROAD IMPROVEMENT PROJECT, RIVERSIDE, CALIFORNIA

Reference: 1. "El Cerrito Road Improvement Project" Project Drawings; prepared by Krieger & Stewart, Inc., dated 08-20-2010.
2. "El Cerrito Channel Stage 5" Project Drawings; prepared by Krieger & Stewart, Inc.; dated 08-27-201
3. "Marilyn structural section" Change Order Info

Dear Mr. Sydow:

In accordance with your request, Southern California Soil and Testing, Inc., (SCS&T) has prepared the following change order request in reference to the soils / materials testing and special inspection services. The additional scope of work and associated fees are as follows:

PROJECT SERVICES

260 Hours	Soils / AC Technician	\$ 78.00	Hour \$	20,280.00
220 Hours	Concrete Inspection / ACI Technician	\$ 78.00	Hour \$	17,160.00
6 Each	Laboratory Maximum Density "Soils"	\$ 175.00	Each \$	1,050.00
6 Each	Laboratory Maximum Density "Asphalt"	\$ 200.00	Each \$	1,200.00
4 Each	Sand Equivalent	\$ 65.00	Each \$	260.00
6 Each	R-Value	\$ 225.00	Each \$	900.00
80 Each	Concrete Compression Test	\$ 22.00	Each \$	1,760.00
1 Each	Allowance for Unforeseen Conditions	Lump Sum		\$ 10,000.00
	(To be used only as directed by owner)	Total		\$ 52,610.00

These services will be provided on an on-call basis and will be billed in accordance with the rates and stipulations described in the attached agreement and fee schedule. Based on the aforementioned scope of work, we respectfully request a change order in the amount of **\$52,610.00**. Additional services will not be performed without prior written approval from Riverside County EDA. Please authorize our services by returning a signed copy of this agreement to our office.

DEFINITION OF RESPONSIBILITY

The presence of our field representative will be for the purpose of observing the construction and reporting its general compliance with the approved plans and the applicable building codes. Our work does not include the supervision or direction of the contractor's work, his employees or agents. The contractor is responsible for his/her own work, and neither the presence of our field personnel nor the observation and testing by this firm should excuse him in any way for defects in his work. It should further be understood that we are not responsible for site safety. During the course of a subsurface investigation, heavy equipment may disrupt the site.

LIMITS OF LIABILITY

Consultant's liability for damages due to professional negligence will be limited to an amount not to exceed \$50,000, or our fees, whichever is greater. Client further agrees to notify any person or entity who may perform work or provide services in connection with any design, report, or study prepared by Consultant of such limitation of professional liability, and to require, as a condition precedent to their performing any work or providing any services on the project, their written agreement that this limitation of Consultant's liability to all persons or entities arising out of or related to its services under this Agreement shall not exceed the above-stated limits. Because of the nature of subsurface investigations, we may cause damage to your site. It shall be the responsibility of the client and not SCS&T to return the site to its original condition.

AUTHORIZATION

This proposal is valid for 90 days from the date initiated. Upon approval of this proposal, we will accept authorization to proceed upon receipt of both Professional Services Agreements signed by an officer of your company. In turn, we will send you a fully executed copy for your records. If you have any questions regarding this document or if we may be of further service, please contact our office at (760) 775-5983.

We appreciate the opportunity to prepare this proposal and look forward to working with you on this project.

Respectfully Submitted,
Southern California Soil & Testing, Inc.



Josh Atadero
Director of Marketing & Operations

Attachments: 2011 Schedule of Fees

(1) Addressee



**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
FOR THE COUNTY OF RIVERSIDE
CHANGE ORDER NO. 5**

Date: 1/17/2012

Project: El Cerrito Road Improvement Project

To Contractor:
Riverside Construction Company, Inc.
4225 Garner Road
Riverside, CA 92502

Project No: ED1104200712
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) EWB 35-38: Remove/Replace Unsuitable Material \$10,072.74
 EWB 20-31: Remove/Replace Unsuitable Material at RCB, temp bridge, and flag at Rudell \$32,096.29

ADD \$ 42,169.03

- 2) Revised Pavement Section, Marilyn Drive \$64,500 **per K&S Letter dated 8/28/12 by J.B.**
 Reconstruct Fence Posts and Pancels between gates \$1,535.25
 Bid Item 204 Increase - Slurry Cement Backfill 10cy \$700
 Bid Item 219 Increase - AC Type A 59.47 tons \$5,947

ADD \$ 72,682.25

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

This Change Order provides for a time extension of	<u>0</u>	calendar days
Original Contract Duration (calendar days):	<u>365</u>	
Original Notice To Proceed Date:	<u>1/23/2012</u>	
Prior Authorized Time Extension (calendar days):	<u>38</u>	(5 Days CO1, 1 Day Weather 1/23, 104 Days CO2,
Revised Construction Duration (calendar days):	<u>403</u>	-72 CO4)
Original Contract Completion Date:	<u>1/22/2013</u>	
Revised Contract Completion Date:	<u>3/1/2013</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.

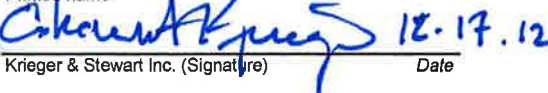
The undersigned contractor has given careful consideration to the change proposed, including its effect on other work already contracted for, and hereby agrees, if this change order is approved, that he will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform 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)  12-13-12
Riverside Construction Co. (Signature) Date
 Donald M. Pim
 President, Riverside Construction Company Inc.
 Printed name


Original Contract	\$	<u>3,631,140.70</u>
Prior Authorized <input checked="" type="checkbox"/> ADD <input type="checkbox"/> DED	\$	<u>227,230.75</u>
Total Contract Prior to this Change	\$	<u>3,858,371.45</u>

2) _____
John J. Benoit, Chairman Date
Board of Supervisors
John J. Benoit
 Chairman, Board of Supervisors
 Printed name

Authorized Changes on this C.O.:
 Addition \$ 114,851.28
 Deduction \$ 0.00
 NET: Addition Deduction \$ 114,851.28

3)  12-17-12
Krieger & Stewart Inc. (Signature) Date
 Charles Krieger
 Krieger & Stewart Inc.
 Printed name

Amount of Contract Authorized Including this Change Order	\$	<u>3,973,222.73</u>
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4)  12/18/12
Project Manager (signature) Date
 Erik Sydow
 Project Manager
 Printed name

Pursuant to:
 Board Resolution 2012-034
 M.O. and Date 4.10, 6/28/11

Successor Agency Change Order Form - Revised 07-16-12

FORM APPROVED COUNTY COUNSEL
 BY:  1/14/13
 MARSHALL VICTOR DATE

August 28, 2012

807-30.6

Jason Moore
Riverside Construction Company, Inc.
4225 Garner Road
Riverside, CA 92502

Subject: El Cerrito Road Improvement Project
El Cerrito Channel Stage 5 Construction Drawings
Revision to Marilyn Drive Pavement Section

Dear Mr. Moore:

The El Cerrito Channel Stage 5 work includes the construction of a 36" storm drain lateral along Marilyn Drive. The Marilyn Drive storm drain work includes grinding of the existing asphalt concrete paving to a depth of 1.5" and providing an asphalt concrete pavement overlay of 1.5" to restore the paved surface subsequent to construction of the Marilyn Drive storm drain improvements.

During construction of the Marilyn Drive storm drain improvements, it was discovered that the existing asphalt concrete pavement surface along Marilyn Drive had degraded to the point where it will not be possible to restore the original paved surface with a 1.5" grind and overlay as directed in the approved storm drain improvement construction drawings.

Pursuant to meetings between Owner and Riverside County Transportation Department (RCTD), RCTD desires to revise the El Cerrito Channel Stage 5 Construction Drawings as follows:

1. Contractor shall replace Note 9 on Sheet 8 and Note 4 on Sheet 9 of the El Cerrito Channel Stage 5 construction drawings with the following:

"REMOVE EXISTING ASPHALT CONCRETE PAVEMENT AND UNDERLYING SOIL/AGGREGATE BASE TO A DEPTH OF 1.1 FEET BELOW EXISTING PAVED SURFACE OVER THE LIMITS SHOWN. CONSTRUCT 0.3 FEET OF HOT MIX ASPHALT CONCRETE PAVEMENT (TYPE A, PG64-10, 3/4" MIX) OVER 0.8 FEET OF CLASS II AGGREGATE BASE. FINISH SURFACE ELEVATIONS SHALL MATCH EXISTING SURFACE ELEVATIONS SHOWN HEREON."

Jason Moore
August 28, 2012
Page 2

2. Contractor shall replace Note 12 on Sheet 15 of the El Cerrito Channel Stage 5 construction drawings with the following:

"CONSTRUCT 0.3 FEET OF HOT MIX ASPHALT CONCRETE PAVEMENT (TYPE A, PG64-10, 3/4" MIX) OVER 0.8 FEET OF CLASS II AGGREGATE BASE FROM EXISTING E.P. TO GUTTER. TOP OF AC PAVEMENT SHALL MATCH TOP OF ADJACENT PAVEMENT SURFACE CONSTRUCTED PER NOTE 4 ON SHEET 9."

Please submit a Request for Change Form detailing the cost to remove the existing asphalt concrete pavement and construct the revised structural pavement section as directed above for review and consideration by the Owner at your earliest convenience. You are not authorized to proceed with the work until you receive formal authorization by the Owner.

Please call if you have any questions or concerns.

Sincerely,

KRIEGER & STEWART



James R. Beale

JRB/cam
807-30P6-JM-L1