

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

925



FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:
June 13, 2013

SUBJECT: Rancho Jurupa Sports Park – First Amendment

RECOMMENDED MOTION: That the Board of Supervisors approve and authorize the Chairman of the Board to execute the attached First Amendment to the Consulting and Engineering Services Agreement between Krieger and Stewart, Inc. and the Successor Agency to the Redevelopment Agency in the amount of \$49,996.

BACKGROUND: On February 26, 2008, the Board of Directors approved a Consulting Services Agreement with RHA Landscape Architects to design the Rancho Jurupa Sports Park. During the design phase of the park, and in coordination with Rubidoux Community Services District (RCSD), it was determined that due to the water shortage in the area, the use of non-potable ground water would be appropriate for the park.

(Continued)

Lisa Brandl for

Robert Field
Assistant County Executive Officer/EDA
By: Lisa Brandl, Managing Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 49,996	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: Jurupa Valley Redevelopment 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 Sargent*

County Executive Office Signature Jennifer Sargent

FORM APPROVED COUNTY COUNSEL
BY: *PAUL VICTOR*
DATE: 6/11/13
Departmental Concurrence

FISCAL PROCEDURES APPROVED
BY: *SAMUEL WONG*
DATE: 6/12/13
PAUL ANGULO, CPA, AUDITOR-CONTROLLER

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

Prev. Agn. Ref.: 4.1 of 9/25/12; 4.7 of 12/14/10 District: 2/2 Agenda Number: **4-2**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: (Continued)

On July 14, 2009, the Board of Directors entered into an agreement with Krieger and Stewart for the engineering and design of the Rancho Jurupa Sports Park irrigation water well. The project consists of a new irrigation water well, pumping plant, irrigation water reservoir and irrigation booster station to feed the necessary non-potable ground water to the newly constructed Rancho Jurupa Sports Park. Due to changes in the design and additional construction services, the Agency is amending and extending the contract for these additional services. The First Amendment to the Agreement with Krieger and Stewart is for a not to exceed amount of \$49,996.

The costs associated with the First Amendment are listed on the Recognized Obligation Payment Schedule (ROPS), and have been approved by the Oversight Board and the California Department of Finance.

Staff recommends that the Board approve the motion and authorize the Chairman of the Board to execute the First Amendment to the Agreement with Krieger and Stewart for the Rancho Jurupa Sports Park project.

Attachment

- First Amendment to the Agreement (3)

1 **FIRST AMENDMENT TO THE CONSULTING AND ENGINEERING SERVICES**
2 **AGREEMENT FOR THE RANCHO JURUPA SPORTS PARK IRRIGATION WATER**
3 **WELL DESIGN PROJECT BY AND BETWEEN THE SUCCESSOR AGENCY TO**
4 **THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE AND**
5 **KRIEGER & STEWART, INC.**

6 **THIS FIRST AMENDMENT TO THE AGREEMENT**, is made and entered into
7 this ____ day of _____, 2013, by and between the Successor Agency to the
8 Redevelopment Agency for the County of Riverside (hereinafter "AGENCY"), and
9 KRIEGER & STEWART, INC., (hereinafter "CONSULTANT").

10 **WITNESSETH**

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

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

20 **WHEREAS**, the County of Riverside and the Former RDA adopted by
21 Ordinance No. 763, on July 9, 1996, a redevelopment plan for the Jurupa Valley
22 Redevelopment Project Area (hereinafter the "PROJECT AERA");

23 **WHEREAS**, the Jurupa Valley Redevelopment Plan was adopted in order to
24 eliminate blight and revitalize the substandard physical and economic conditions that
25 exist within the PROJECT AREA;

26 ///

27 ///

28 ///

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

6 **WHEREAS**, the proposed services are necessary in performance of an
7 obligation of the Former RDA pursuant to the EOPS or as later superseded by the
8 ROPS;

9 **WHEREAS**, pursuant to CRL 33020(a) of the California Community
10 Redevelopment Law "redevelopment" means to conduct planning, development, and
11 replanning of all or part of a survey area as may be appropriate and necessary in the
12 interest of general welfare, including recreational and other facilities incidental or
13 appurtenant to them;

14 **WHEREAS**, the proposed services provided in this First Amendment to the
15 Agreement are necessary to construct a permanent irrigation well, water storage
16 reservoir, and pumping plant to provide irrigation water for the Rancho Jurupa Sports
17 Park. It is anticipated that the well and property it will be located on will be owned,
18 operated, and maintained by Riverside County Regional Park and Open-Space District.

19 **WHEREAS**, the parties entered into the original Agreement ("AGREEMENT") on
20 July 14, 2009, for consulting and engineering design services for the Rancho Jurupa
21 Sports Park Irrigation and Well Project ("PROJECT"), for a total PROJECT budget of
22 Two Hundred Twenty-One Thousand, Seven Hundred Dollars (\$221,700);

23 **WHEREAS**, unanticipated modifications to the scope of the PROJECT were
24 completed by the CONSULTANT in order to satisfy the design phase services related
25 to the well and well pumping and storage facilities and construction of the temporary
26 well facility and to complete the design and construction of the permanent well;

27
28

1 **WHEREAS**, the additional fee for those services is Forty-Nine Thousand, Nine
2 Hundred Ninety-Six Dollars (\$49,996), for a total project budget of Two Hundred
3 Seventy-One Thousand, Six Hundred Ninety-Six Dollars (\$271,696);

4 **WHEREAS**, the First Amendment (“FIRST AMENDMENT”) will finalize any
5 outstanding design, facilitate construction of the permanent well for the Rancho Jurupa
6 Sports Park Project, and allow the AGENCY to effectuate the existing enforceable
7 obligations; and

8 **WHEREAS**, CONSULTANT has agreed to provide such services to AGENCY.

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

12 A. Section 1 of the AGREEMENT is hereby amended in its entirety to read as
13 follows:

14 1. **DESCRIPTION OF SERVICES:** CONSULTANT shall provide all services
15 as specified within the AGREEMENT’S “Exhibit A,” Scope of Work and
16 FIRST AMENDMENT’S “Exhibit A-1” including, but not limited to,
17 PROJECT design and engineering services for modifications to
18 construction drawings and construction engineering support for the
19 permanent well; coordination with County Flood Control and Water
20 Conservation District; utility coordination; attending meetings; and credit
21 for preparation of all California Environmental Quality Act (CEQA)
22 documents.

23 1.2 CONSULTANT represents and maintains that it is skilled in the
24 professional calling necessary to perform all services, duties and
25 obligations required by the AGREEMENT and FIRST AMENDMENT to
26 fully and adequately complete the PROJECT. CONSULTANT shall
27 perform the services and duties in conformance to and consistent with
28 the standards generally recognized as being employed by professionals

1 in the same discipline in the State of California. CONSULTANT further
2 represents and warrants to the AGENCY that it has all licenses, permits,
3 qualifications and approvals of whatever nature are legally required to
4 practice its profession. CONSULTANT further represents that it shall
5 keep all such licenses and approvals in effect during the term of the
6 AGREEMENT and FIRST AMENDMENT.

7 B. Section 2 of the AGREEMENT is hereby amended in its entirety to read as
8 follows:

9 2. **PERIOD OF PERFORMANCE:** CONSULTANT shall commence and
10 complete design performance no later than December 31, 2013.
11 CONSULTANT will diligently and responsibly pursue the performance of
12 the services required of it by the AGREEMENT and FIRST AMENDMENT
13 through PROJECT completion unless the work is altered by written
14 amendment(s) pursuant to Section 14, or terminated as specified in
15 Section 9. All applicable indemnification provisions in the AGREEMENT
16 shall remain in effect following the termination of the AGREEMENT.

17 C. Section 3 of the AGREEMENT is hereby amended in its entirety to read as
18 follows:

19 3. **COMPENSATION:** The AGENCY shall pay the CONSULTANT on a lump
20 sum amount not-to-exceed Two Hundred Seventy-One Thousand, Six
21 Hundred Ninety-Six Dollars (\$271,696), including reimbursable expenses.
22 CONSULTANT shall submit monthly invoices to the AGENCY for
23 progress payments based on work completed to date and line items
24 identified within Exhibit "A."

25 3.1 Said compensation shall be paid in accordance with an invoice submitted
26 to AGENCY by CONSULTANT within fifteen (15) days from the last day
27 of each calendar month, and AGENCY shall pay the invoice within thirty
28 (30) working days from the date of receipt of the invoice.

1 3.2 Certain Classifications of Labor under this contract may be subject to
2 prevailing wage requirements. It is anticipated that survey and/or soils
3 testing work will or may be performed, which classifications are subject to
4 payment of prevailing wage when performed as pre-construction or
5 construction activities on a public works project.

6 Reference is made to Chapter 1, Part 7, Division 2 of the California Labor
7 Code (commencing with Section 1720). By this reference said Chapter 1
8 is incorporated herein with like effect as if it were here set forth in full.
9 The parties recognize that said Chapter 1 deals, among other things with
10 discrimination, penalties and forfeitures, their disposition and
11 enforcement, wages, working hours, and securing worker's compensation
12 insurance and directly affect the method of prosecution of the work by
13 CONSULTANT and subject it under certain conditions to penalties and
14 forfeitures. Execution of the AGREEMENT by the parties constitutes
15 their agreement to abide by said Chapter 1, their stipulation as to all
16 matters, which they are required to stipulate as to by the provisions of
17 said Chapter 1, constitutes CONSULTANT'S certification that he is aware
18 of the provisions of said Chapter 1 and will comply with them and further
19 constitutes CONSULTANT'S certification as follows: "I am aware of the
20 provisions of Section 3700 of the California Labor Code, which require
21 every employer to be insured against liability for worker's compensation
22 of to undertake self-insurance in accordance with the provisions of that
23 Code, and I will comply with such provisions before commencing the
24 performance of the work of this contract."

25 Pursuant to Section 1773 of the Labor Code, the general prevailing wage
26 rates, including the per diem wages applicable to the work, and for
27 holiday and overtime work, including employer payments for health and
28 welfare, pension, vacation, and similar purposes, in the county in which

1 the work is to be done have been determined by the Director of the
2 California Department of Industrial Relations. These wages are available
3 from the California Department of Industrial Relations' Internet website at
4 <http://www.dir.ca.gov>, and are available at the main office of AGENCY.

5 D. Section 11 of the AGREEMENT is hereby amended in its entirety to read as
6 follows:

7 11. **DESIGNATED REPRESENTATIVES:** The following individuals are
8 designated as representatives of the AGENCY and CONSULTANT
9 respectively to act as liaison between the parties:

AGENCY	CONSULTANT
Charles Waltman	Charles Krieger
Deputy Executive Director	President
County of Riverside	Krieger & Stewart, Inc.
3403 10th Street, Ste 500	3602 University Ave
Riverside, CA 92501	Riverside, CA 92501
Phone: (951)955-0911	Phone: (951)684-6900
Fax: (951)955-4890	Fax: (951)684-6986

10
11
12
13
14
15 Any change in designated representatives shall be promptly reported to the
16 other party in order to ensure proper coordination of the PROJECT.

17
18 E. Section 22 of the AGREEMENT is hereby amended in its entirety to read as
19 follows:

20 22. **NOTICES:** All correspondence and notices required or contemplated by
21 this Agreement shall be delivered to the respective parties at the
22 addresses set forth below and are deemed submitted one (1) day after
23 their deposit in the United States Mail, postage prepaid:

SUCCESSOR AGENCY	KRIEGER & STEWART, INC.
C/O COUNTY OF RIVERSIDE	3602 University Ave
3403 10 th Street, Suite 500	Riverside, CA 92501
Riverside, CA 92501	Attention: Charles Krieger
Attention: Rebecca Tsagris	

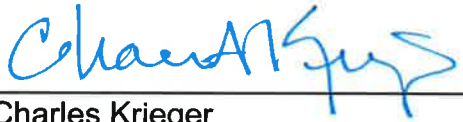
24
25
26
27 ///

1 **IN WITNESS WHEREOF**, the Successor Agency to the Redevelopment Agency
2 for the County of Riverside and CONSULTANT, have executed this Agreement as of
3 the date first above written.

4
5 **SUCCESSOR AGENCY**

KRIEGER & STEWART, INC.

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



Charles Krieger
President

10
11
12 **ATTEST:**
13 Kecia Harper-Ihem
14 Clerk of the Board

15
16 _____
Deputy

17
18 **APPROVED AS TO FORM:**
19 Marsha Victor, *Deputy*
County Counsel

20
21
22  *6/11/13*

Deputy

January 9, 2012
(Revised September 12, 2012)

807-41.1

Rebecca Tsagris
Redevelopment Agency for the County of Riverside
3403 10th Street, Suite 500
Riverside, CA 92501

Subject: Rancho Jurupa Sports Park Irrigation Water Well Design Project
Request to Amend Engineering Services Agreement

Dear Ms. Tsagris:

Pursuant to our discussions with the Redevelopment Agency for the County of Riverside (Agency), we have prepared the attached Exhibit "A" that describes an amendment for supplemental engineering services to our original Engineering Services Agreement. As you know, we have completed the design phase services related to the well and well pumping and storage facilities and construction phase services related to the well construction. Over the course of the project, we have also performed additional design and construction phase services at the Agency's request. Exhibit "A" (attached) describes the supplemental engineering services requested by the Agency.

We understand that Exhibit "A" will be used in preparation of an amendment to our existing Engineering Services Agreement (dated June 22, 2009). The fee associated with the supplemental services described in Exhibit "A" is \$49,996.00, which includes a credit from our original Agreement for a component of environmental services (CEQA), which we did not ultimately provide.

We look forward to executing an amendment to our existing professional services agreement for said services. Please call if you have any questions or require any additional information.

Sincerely,

KRIEGER & STEWART



for Charles A. Krieger

CAK/SAN/cam/jcb
807-41PI-ADD SVCS-R2

Attachment: Exhibit "A" - Amendment to Engineering Services Agreement

EXHIBIT "A"

**AMENDMENT TO
ENGINEERING SERVICES AGREEMENT FOR
RANCHO JURUPA SPORTS PART WATER WELL DESIGN PROJECT
KRIEGER & STEWART, INCORPORATED**

Listed below are supplemental design and construction engineering services for subject project requested by the Redevelopment Agency for the County of Riverside (Agency). The total engineering fee for the services described hereafter is \$49,996.00.

Supplemental Engineering services provided by Krieger & Stewart include the following:

1. General Design Phase Services

Supplemental general design engineering services related to project support for extended design and construction phase contract durations. These extensions resulted from project delays related to CEQA modifications that were required to accommodate revisions to project scope of work and approach, as well as from delays related to well site property acquisition. Supplemental services included telephone conferences with Agency Staff and attendance at numerous meetings with Agency Staff, Flabob Airport Staff, and Rubidoux Community Services District (RCSD) Staff related to presentation of changes to the project scope and general site development requirements, which resulted in extended project duration for the well pumping/reservoir facilities.

The fee associated with these services is \$5,000.

2. Property Acquisition Support

Supplemental engineering services related to well site property acquisition, including: telephone conferences with District Staff; attendance at meetings with Agency Staff, Rubidoux Community Services District Staff (RCSD), and Flabob Airport Staff; and preparation of preliminary layouts necessary to explore and identify property ownership requirements to satisfy RCSD for ownership and operation of the well pumping/reservoir facilities.

The fee associated with these services is \$2,500.

3. Preparation of Legal Description and Plat

Supplemental engineering services related to assisting Agency staff in acquisition of the well/reservoir site from Flabob Airport. Supplemental services included preparation of draft legal description and plat, incorporation of Agency comments on the draft documents, completion of final legal description and plat, and submittal of same to the Agency.

The fee associated with these services is \$2,500.

EXHIBIT "A"

**AMENDMENT TO
ENGINEERING SERVICES AGREEMENT FOR
RANCHO JURUPA SPORTS PART WATER WELL DESIGN PROJECT
KRIEGER & STEWART, INCORPORATED**

4. Preparation of Record of Survey

Survey work related to preparation of a Record of Survey which was required to define the well/reservoir site and for Agency staff use during property acquisition from Flabob Airport. Additional services included site surveying necessary to establish property line boundaries for preparation of Record of Survey, and preparation of Record of Survey Map and filing of same with the County of Riverside.

The fee associated with these services is \$7,500.

5. Review of CEQA Documents

Engineering services related to review of CEQA Documents prepared by the Agency's Environmental Consultant, Webb & Associates, necessary for the Rancho Jurupa Sports Park and associated Well/Reservoir Facilities projects. Additional services include correspondence with Webb & Associates regarding said CEQA documents prepared for the park and well/reservoir facilities, review of said CEQA documents, and subsequent review of revised CEQA documents necessary due to revisions in property ownership for the well/reservoir site required by RCSD. Krieger & Stewart provided review of the (new) well site and comments of well/reservoir to confirm descriptions set forth within the CEQA documents matched the actual project components.

The fee associated with these services is \$3,000.

6. Preparation of Additional Contract Documents As a Result of Project Phasing

Supplemental engineering services related to the addition of project phasing for well construction prior to construction of the well pumping/reservoir facilities, which was split to ensure a source of water supply for the park project. Additional services include dividing the original contract documents into two separate contract document bid packages; bidding the construction of the well separately from the construction of the well pumping plant, reservoir, and supply pipeline; providing additional bidding phase support services required due to two contracts; and attendance at an additional bid opening and two pre-construction meetings related to the well construction.

The fee associated with these services is \$12,000.

7. Extended Well Construction Phase and Well Performance Analysis/Feasibility

Supplemental engineering services related to identification and review of potential impacts to park landscaping with Agency staff resulting from potential water quality issues from the well (odor). Additional services included extensive review of well formation samples and geophysical

EXHIBIT "A"

**AMENDMENT TO
ENGINEERING SERVICES AGREEMENT FOR
RANCHO JURUPA SPORTS PART WATER WELL DESIGN PROJECT
KRIEGER & STEWART, INCORPORATED**

logs with hydrogeologist, meetings with Agency staff to present potential impacts to the park project due to water quality issues (odor) and production, identification and review of possible well completion options with Agency Staff.

The fee associated with these services is \$3,500.

8. Preparation of Temporary Pump Facilities Requirements and Coordination with Well Drilling Contractor

Supplemental engineering services related to identification of requirements for temporary well pumping facilities (irrigation demands and pump sizing) and coordination with well drilling contractor to provide costs for temporary pumping, storage, and electrical facilities necessary to provide interim water supply to park facilities. Additional services included: coordination of interim park water supply requirements necessary to establish park landscaping with District Staff, project landscape architect, and park landscaping contractor, including identification of park water supply needs; electrical service options (SCE temporary service, power feed from park facilities, or generator feed from park landscape contractor); and temporary piping and controls systems.

The fee associated with these services is \$10,000.

9. Construction Change Order Review and Support for ASR Constructors

Supplemental engineering services related to review of the proposed Change Order by ASR Constructors to construct the well pumping plant and storage reservoir site including all necessary grading, perimeter fencing and walls, piping, electrical and controls.

The fee associated with these services is \$2,500.

10. Revisions to Construction Drawings to Reflect EDA's Requested Modifications to Pumping Plant Site Facilities (to be provided)

Supplemental engineering services related to preparation of a redlined set of original signed Construction Drawings to reflect EDA's requested modifications to Pumping Plant Site Facilities (i.e. well head, site grading, fencing, electrical service and meter, discharge piping). Modifications will be incorporated as revisions to the original signed Construction Drawings. Additional services will also include three meetings with EDA, ASR Constructors, and Bakersfield Well and Pump regarding modifications to the original Construction Drawings. EDA will be responsible for coordinating with the County Parks Department, as required.

The fee associated with these services is \$12,100.

EXHIBIT "A"

**AMENDMENT TO
ENGINEERING SERVICES AGREEMENT FOR
RANCHO JURUPA SPORTS PART WATER WELL DESIGN PROJECT
KRIEGER & STEWART, INCORPORATED**

11. Coordination with Riverside County Flood Control and Water Conservation District (RCFC&WCD) (to be provided)

Supplemental engineering services related to coordination with RCFC&WCD for the portion of the waterline alignment and site fencing that cross RCFC&WCD's easement. We will submit preliminary construction drawings to RCFC&WCD for review and comment. We will also prepare the appropriate encroachment permit application and submit it to RCFC&WCD. We understand that the Agency will pay for all plan check and permit application fees.

The fee associated with these services is \$7,800.

12. Construction Engineering Services (to be provided)

Supplemental engineering services related to construction of the modified well pumping plant and storage reservoir facilities, including: RFI/submittal review, and periodic field visits during construction (estimated at 80 hours total).

The fee associated with these services is \$12,640.

13. Credit for Environmental Services (CEQA)

Krieger & Stewart did not prepare environmental documents (CEQA) for the project because the Agency's Environmental Consultant provided CEQA documents for the overall park facilities, including the well facilities.

The credit associated with these services is \$31,044.