

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

954



FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:
June 13, 2013

SUBJECT: Mead Valley Library – Acceptance of Project and Notice of Completion

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify Change Orders No. 10, 11, 12, 13 and 14 in the cumulative amount of \$694,054.88 for the itemized list of revisions attached hereto and find the work integral to the project;
2. Ratify Second Amendment to the consulting services agreement with Shadpour Consulting Engineers Inc. in the amount of \$10,500;
3. Accept Mead Valley Library Project constructed by Stronghold Engineering, Inc. as complete and authorize the Clerk of the Board to record the Notice of Completion; 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:	\$ 704,554.88	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 Funds – Mead Valley Sub-Area (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 I. Sargent
By: Jennifer I. Sargent

County Executive Office Signature

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

FORM APPROVED COUNTY COUNSEL
BY: *Marshall Victor* 6/11/13
DATE
MARSHALL VICTOR

Departmental Concurrence

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

RECEIVED RIVERSIDE COUNTY
JUN 13 2013 6:55 AM

4-5

Prev. Agn. Ref.: 4.3 & 4.9 of 8/28/12; 4.3 of 7/31/12 | **District:** 1/1 | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

4. Authorize the release of \$453,736 in retained funds to Stronghold Engineering, Inc. in accordance with the contract terms.

BACKGROUND:

On June 28, 2011, the Board of Directors awarded construction of the Mead Valley Library Project to Stronghold Engineering, Inc. prior to the passage of ABX1 26, which eliminated all Redevelopment Agencies. Pursuant to AB1484, the Successor Agency is now a separate legal entity with the authority to enter into amendments and Change Orders.

The change orders are a part of field directives that addressed Construction Bulletins and Request for Information (RFI's).

Change Order No. 10 included additional concrete coring for fence enclosure and 2 bollards per Bulletin No. 3. Oakwood Street was extended to meet paving already completed by Transportation. Structural steel revisions were added which were necessary and not shown on the original plans.

Change Order No. 11 included an additional grade retrofit required for public safety purposes during the grand opening, structural steel revisions as required per RFI 3 & 13, and the addition of an audio visual cabinet enclosure to secure all audio visual equipment and prevent possible theft and damage.

Change Order No. 12 added conduit for fire alarm revisions and added 2 additional exit signs per fire department requirements. Additional work was required to rework ceilings at book collections area for HVAC revisions, and the change order also included a recycled fence enclosure for LEED Certification.

Change Order No. 13 in the amount of \$260,318 replaces the facility's vandalized chiller system and all costs related thereto, including a 60 day temporary chiller, security services, and added supervision to oversee HVAC and replacement. It should be noted that since the new chiller is required due to vandalism, the cost will be submitted as a claim for reimbursement to the County's Risk Management Division and appears to be a coverable event. The Successor Agency expects to receive a reimbursement for the chiller theft and security services.

Change Order No. 14 includes power for additional signage, added light fixtures, additional sheet metal coping at arches, glass partition at multi-purpose room, additional circulation desk, revised storytelling seating area, revised stair and ramp railing at the east end of the library, additional patio concrete and grading, civil engineering and survey revisions, revised fencing, miscellaneous fire sprinkler revisions, added vandal resitant irrigation pump enclosure, rework walkway at ramp near the employee entrance to meet ADA requirements, added electrical and communication data at new desk, added additional street signage required by transportation, added expansion joints throughout walkways and installed lights sensors for energy efficiency.

(Continued)

BACKGROUND: (Continued)

On July 27, 2011, the former Redevelopment Agency for the County of Riverside entered into an Agreement with Shadpour Consulting Engineers, Inc. for commissioning services for the Mead Valley Library project. The scope of services for the project was expanded under Amendment No. 1 to include building automation standards. Additional services under Amendment No. 2 are necessary and include the provision of additional commissioning services, functional performance tests and field observation reports.

The cumulative amount of Change Orders 1 through 14 exceed 10% of the original contract award; however, the total expenditures for the overall project are within the project budget approved on June 28, 2011 (Item 4.11) at the time of contract award. In addition, it would not have been in the Agency's best interest to go out to bid for the additional changes and unforeseen circumstances as it would have been more costly and would have delayed project completion and in turn delayed providing the much needed library and education services to the residents of the Mead Valley community.

The change orders are 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 these change orders 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.

The retention for this project is held in an escrow account with Security Bank and therefore is not an additional cost to the project or to the County budget.

Staff recommends that the Board ratify Change Orders 10, 11, 12, 13 and 14 in the cumulative amount of \$694,054.88 because the work was integral to the project, approve Amendment No. 2 to the Consulting Services Agreement with Shadpour Consulting Engineers Inc. in the amount of \$10,500, accept the Mead Valley Library Project as complete, and approve the Notice of Completion.

Attached:

- Change Order No. 10
- Change Order No. 11
- Change Order No. 12
- Change Order No. 13
- Change Order No. 14
- Second Amendment with Shadpour Consulting Engineering Inc.,
- Notice of Completion for the Mead Valley Library Project

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

KECIA HARPER-IHEM, CLERK OF THE BOARD
RIVERSIDE CO. CLERK OF THE BOARD
4080 LEMON STREET, 1ST FLOOR CAC
P O BOX 1147 – RIVERSIDE, CA 92502

MAIL STOP # 1010

AND WHEN RECORDED MAIL TO:

RETURN TO: STOP #1010
RIVERSIDE COUNTY CLERK OF THE BOARD
P. O. BOX 1147 – RIVERSIDE, CA 92502

THIS SPACE FOR RECORDERS USE ONLY

NOTICE OF COMPLETION

To be recorded with County Recorder
within 10 days after completion.
No recording fee.

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work improvement has been completed, as follows:

Project title or description of work: Mead Valley Library

Date of Completion: June 25, 2013

Nature of owner: Government, Successor Agency to the Redevelopment Agency

Interest or estate of owner: In Fee

Address of owner: Successor Agency to the Redevelopment Agency
3403 10th Street, Suite 500, Riverside, CA 92501

Name of contractor: Stronghold Engineering, Inc.

Street or legal description of site: 21580 Oakwood Street, Perris, CA 92570

Dated: June 25, 2013

Owner: _____
Successor Agency to the Redevelopment Agency

By: _____
John J. Benoit, Chairman, Board of Supervisors

STATE OF CALIFORNIA)

ss

COUNTY OF RIVERSIDE)

I am the Chairman of the governing board of the Successor Agency to the Redevelopment Agency, the public entity which executed the foregoing notice and on whose behalf I make this verification; I have read this notice, know its contents, and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at Riverside, California on _____ (Date)

_____, John J. Benoit, Chairman of the Board of Supervisors

ATTEST: KECIA HARPER-IHEM, Clerk of the Board

By: _____ Deputy

FORM APPROVED COUNTY COUNSEL
BY: Marshall Victor 6/11/13
MARSHAL VICTOR DATE

1 **WHEREAS**, the scope of services required for successful completion of the
2 project was expanded to include additional commissioning services for a fee of \$10,500
3 per Exhibit A-2;

4 **WHEREAS**, CONSULTANT has agreed to provide such additional services to
5 AGENCY; and

6 **WHEREAS**, the fees for the original Agreement, First and Second Amendment
7 now total \$72,000 cummulatively.

8 **NOW THEREFORE**, based on the mutual promises contained herein, the
9 parties hereto do hereby agree to amend the Original Agreement as follows:

10
11 A. Section 1 of the Agreement is hereby amended in its entirety to read as
12 follows:

13 1. DESCRIPTION OF SERVICES: CONSULTANT shall provide all
14 services as specified within the Original Agreement, the First Amendment
15 and Second Amendment included herein Exhibit A-2 attached hereto and
16 incorporated by this reference..

17 B. Section 2 of the Agreement is hereby amended in its entirety to read as
18 follows:

19 2. TERM OF AGREEMENT/PERIOD OF PERFORMANCE: CONSULTANT
20 shall commence performance upon execution of this Agreement, and
21 complete performance of services described in Exhibit "A", "A-1", and "A-2"
22 during the construction phase, which is estimated to be through June 25,
23 2013. CONSULTANT will diligently and responsibly pursue the performance
24 of the services required of it by this Agreement through completion unless
25 the work is altered by written amendment(s) pursuant to Section 14, or
26 terminated as specified in Section 9. All applicable indemnification provisions
27 in this Agreement shall remain in effect following the termination of this
28 Agreement.

1 C. Section 3 of the Agreement is hereby amended in its entirety to read as
2 follows:

3 3. COMPENSATION: The AGENCY shall pay the CONSULTANT for
4 services performed and expenses incurred in an amount not-to-exceed
5 Seventy Two Thousand Dollars (\$72,000). CONSULTANT shall submit
6 monthly invoices to AGENCY for progress payments based on work
7 completed to date of invoice, based on the phases of work and fees
8 therefore set out in Exhibit "A, A-1 and A-2". AGENCY shall reimburse
9 CONSULTANT within thirty (30) days of receipt of invoice.

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

3
4 **SUCCESSOR AGENCY**

**SHADPOUR CONSULTING
ENGINEERS, INC.**

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

Frank Shadpour
Frank Shadpour, P.E., LEED AP
Principal
6/13/13

9
10 **ATTEST:**

11 Kecia Harper-Ihem
12 Clerk of the Board

13 _____
14 Deputy

15
16 **APPROVED AS TO FORM:**

17 Pamela J. Walls
18 County Counsel

19 *Masha A. Vaito 6/13/13*
20 _____
21 Deputy

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23
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25
26 S:\RDACOM\DIS1\PROJECT AREA 1-215\MEAD VALLEY\Mead Valley Library\2nd Amend - SC Engineers Mead Valley
27 Library.doc



Shadpour Consulting Engineers, Inc.

EXHIBIT A-2

Mechanical Engineers

Principals:
 Frank Shadpour, P.E.
 Jeremy Clifton, P.E.
 Edward Lehman, P.E.
 Lyle Willis, P.E.
 Joseph Kilcoyne, P.E.

October 18, 2012

Ms. Gloria Perez
 COUNTY OF RIVERSIDE
 3403 Tenth Street, Suite 400
 Riverside, CA 92507

Project: *Mead Valley Library Commissioning*
Project No.: 11125

Subject: *Additional Services Fee Proposal*
Change Order No.: 2
Proposal No.: P1444

Scope of Additional Engineering Services: The scope of our services includes providing additional commissioning and functional performance tests in order to expedite the completion of the project. Our scope will also include providing field observation reports, and additional coordination with the General Contractor and subcontractors including, but not limited to, the Controls Contractor.

Bill Type: Fixed Fee Hourly Hourly, Not to Exceed
Reimbursables: Included in Fee Cost + 10% Other: _____

Phase	Description	Total
CO 2	Additional Commissioning	\$ 10,500

Existing conditions of the original contract apply. We will proceed upon your written authorization. Please call if you have any questions on the development of this proposal or the elements contained herein.

Sincerely,
 SC ENGINEERS, INC.

Frank Shadpour, P.E.
 President
 FS/th

Name: _____ Title: _____

Signature: _____ Date: _____

17075 Via Del Campo
 First Floor
 San Diego, CA 92127
 858.946.0333 Tel
 858.946.0334 Fax
 www.scengineers.net