

FORM APPROVED COUNTY COUNSEL
 BY: *SP Victor* 3/20/14
 DATE: 3/20/14
 Departmental Concurrence

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



FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:
 April 17, 2014

SUBJECT: Mead Valley Community Center – Approval of Second Amendments to the Consulting Services Agreements, Notice of Cessation and Release of Retention, District 1/District 1, [\$30,275], I-215 Corridor Bond Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the attached Second Amendment to the consulting services agreement between the Successor Agency to the Redevelopment Agency and Shadpour Consulting Engineers, Inc. in the amount of \$18,500, and authorize the Chairman of the Board to execute the agreement on behalf of the county;
2. Ratify the attached Second Amendment to the consulting services agreement between the Successor Agency to the Redevelopment Agency and K & R Consulting Engineers, Inc. in the amount of \$11,775, and authorize the Chairman of the Board to execute the agreement on behalf of the county;

(Continued)

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *E. Hernandez* 4/23/14
 Esteban Hernandez

Alex Gann
 Alex Gann
 Deputy County Executive Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 30,275	\$ 0	\$ 30,275	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: I-215 Corridor Project Area Bond proceeds (previously approved budget)
 Budget Adjustment: No
 For Fiscal Year: FY 2013/14

C.E.O. RECOMMENDATION:

APPROVE
 BY: *Rohini Dasika*
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

By: *Robert Field*
 Robert Field, Assistant County Executive Officer/EDA
 Riverside County Economic Development Agency/EDA

A-30
 4/5 Vote
 Positions Added
 Change Order

Prev. Agn. Ref.: 4.17 of 6/28/11; 4.4 of 5/8/12; 4.1 of 11/22/11; 4.3 of 10/2/12
 District: 1/1
 Agenda Number:

4-1

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
Successor Agency to the Redevelopment Agency

FORM 11: Mead Valley Community Center – Approval of Second Amendments to the Consulting Services Agreements, Notice of Cessation and Release of Retention, District 1/District 1, [\$30,275], I-215 Corridor Bond Funds

DATE: April 17, 2014

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RECOMMENDED MOTION: (continued)

3. Authorize the Chairman to execute the attached Notice of Cessation for AWI Builders, Inc. (AWI) and direct the Clerk of the Board to record the executed Notice of Cessation with the Riverside County Clerk and Recorder's Office in accordance with Section 9202 of the Civil Code; and
4. Authorize release of the remaining undisputed payments due on the project, up to \$896,636, from the escrow account with Bank of the West in accordance with the contract terms.

BACKGROUND:

Summary

On June 28, 2011, the Board of Directors approved the total project budget in the amount of \$20,652,500 and awarded the construction contract between the Redevelopment Agency (RDA) of the County of Riverside and AWI Builders, Inc. of Vernon, California, in the amount of \$16,900,000 for the construction of the Mead Valley Community Center.

On August 16, 2011, RDA entered into an agreement with Shadpour Consulting Engineers, Inc. (SC Engineers) for the commissioning of the building equipment systems for the project in the amount of \$61,500. On May 8, 2012, the Board of Supervisors approved the First Amendment to the Consulting Services Agreement with SC Engineers for the development of the building automation system standards for the project. To mitigate project delays and assure delivery of an efficiently operational and functioning mechanical system, EDA directed SC Engineers to continue servicing the project after the contract hours had expired. The Second Amendment addresses additional actions required of the consultant to assist in resolving last minute design deficiencies and design revisions during the final stages of construction and through commissioning of the facility. The activities also included supplemental field observation reports, and participation in additional coordination with the Engineer of Record, the general contractor, and subcontractors. Ratification of the Second Amendment will compensate SC Engineers in the amount not-to-exceed \$18,500, which represents an increase of 30.08% to the original contract.

On November 22, 2011, the Board of Directors approved the Consulting Services Agreement for Geotechnical Material Testing and Special Inspection Services between RDA and K & R Consulting Engineers (K & R) in the amount of \$129,495. On October 2, 2012, the Board of Supervisors approved the First Amendment to the Consulting Services Agreement with K & R to include grout compaction, inspection, testing of keystone retaining wall of the west side of the property and compaction testing for the improvement of Rider Street. Unforeseen site conditions required changes to the onsite and offsite plans and specifications and necessitated additional compaction inspection and testing. To prevent project delays and keep the project from sitting idle without deputy inspection services for on-going soils compaction activities, EDA directed K & R to continue servicing the project after the contract hours had expired. Ratification of the Second Amendment to the agreement will compensate K & R in the amount not-to-exceed \$11,775 for inspection services necessary to complete the project's parking lot, concrete and sewer works, which represents an increase of 9.09% to the original contract.

Completion of the work included in the Second Amendment to both contracts, was required before the Temporary Certificate of Occupancy, dated July 29, 2013, could be issued.

(Continued)

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Successor Agency to the Redevelopment Agency

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BACKGROUND:
Summary (continued)

The project is substantially complete; a recorded Notice of Cessation begins the 35-day lien period after which no stop notices may be issued by AWI's subcontractors, vendors, and suppliers. In addition, it allows the county to release undisputed funds to AWI and bars AWI's right to claim interest on undisputed funds held by the county. This Board action will release the remaining balance of the contract retention funds not-to-exceed \$896,636 to AWI, provided all outstanding issues can be resolved between the county and the contractor without additional Board action. The total approved contract is within the overall project budget, thus no net county costs will be incurred.

Impact on Residents and Businesses

The Second Amendments to both consultant services agreements provide support services to assure the project was constructed and completed in conformity with the overall design of the Mead Valley Community Center. Approval of the notice of cessation should allow for payment of subcontractors who have not been paid for work performed on this project, provided that sufficient funds are withheld for work not completed to conformance to the plans and specifications. The Temporary Certificate of Occupancy was issued July 29, 2013, and the first tenants moved in on September 1 2013. When fully occupied, the Community Center will provide valuable and much needed services such as child care classrooms, senior services, medical/dental services, a community kitchen, a multipurpose banquet room and recreational field, basketball courts, tot-lot, as well as off-site street and sewer improvements, thus providing positive impacts to area residents and the community of Mead Valley.

Additional Fiscal Information

Expenditures for FY 2013/14 are estimated at \$30,275. All costs associated with these agreements have been included on the ROPS 13-14B and will be fully funded through I-215 Corridor Bond Funds (previously approved budget). These additional costs will be distributed from project contingency and are within the overall approved budget for the project. No budget adjustment will be required and no net county costs will be incurred.

Contract History and Price Reasonableness

SC Engineers	AMOUNT	PERCENT	DESCRIPTION
Original Contract	61,500	0	Commissioning services
First Amendment	17,500	28.46%	Additional commissioning services
Second Amendment	18,500	30.08%	Additional commissioning services
TOTAL	\$97,500	58.54%	

(Continued)

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BACKGROUND:
Summary (continued)

K & R Consulting Services	AMOUNT	PERCENT	DESCRIPTION
Original Contract	129,495	0	Geotechnical services
First Amendment	29,959	23.14%	Continuous grout compaction, inspection and testing for keystone retaining wall - west side of property
Second Amendment	11,775	9.09%	Additional geotechnical compaction testing services for both onsite and offsite
TOTAL	\$171,229	32.23%	

Attachments:

Second Amendment to Shadpour Consulting Engineers, Inc.
Second Amendment to K & R Consulting Engineers, Inc.
Notice of Cessation

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

KECIA HARPER-IHEM, 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 CESSATION

(California Civil Code §§ 9202 – Public Works)

To be recorded with County Recorder.

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

Project title or description of work: Mead Valley Community Center Project (ED1504001212)

As of the 2nd day of January, 20 14, there has been a continuous cessation of labor upon the herein described work of improvement for at least 30 days and continuing until the date of recordation of this Notice of Cessation.

Nature of owner: Public Entity

Interest or estate of owner: In Fee

Address of owner: Clerk of the Board of Supervisors, County Administrative Center,
4080 Lemon St., Riverside, CA 92501

Name/address of direct contractor: AWI Builders Inc.
2881 Saco Street, Vernon, CA 90058

Street or legal description of site: 21091 Rider Street, Perris, CA 92570

Dated: Owner: Successor Agency to the Redevelopment Agency for the
County of Riverside

By: _____
Jeff Stone, 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 for the County of Riverside, 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.

ATTEST: Kecia Harper-Ihem, Clerk

Executed at Riverside, California on _____

By: _____
Deputy

Jeff Stone, Chairman, Board of Supervisors

FORWARD TO COUNTY CLERK
BY: Y. Victor 3/26/14
MARSHAL VICTOR DATE

1 **WHEREAS**, the scope of services for successful completion of the project has
2 once again been expanded to include additional commissioning services; and

3 **WHEREAS**, Agency is requesting that the Consultant provide the additional
4 services; and

5 **WHEREAS**, the fees for the original Agreement and First Amendment totaled
6 \$79,000 cumulatively; and

7 **WHEREAS**, fees for the additional services under this Second Amendment
8 total \$18,500

9 **WHEREAS**, the fees for the original Agreement, First, and Second
10 Amendments total Ninety Seven Thousand Five Hundred Dollars (\$97,500) cumulative;

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

14 A. Section 1 of the Agreement is hereby amended to include the following:
15 Section 1 of the Agreement is hereby amended by modifying the first paragraph
16 in its entirety to read as follows:

17 1. DESCRIPTION OF SERVICES: CONSULTANT shall provide all
18 services as specified within the original Agreement, Exhibit "A", First
19 Amendment Exhibit "A-1" And Second Amendment Exhibit "A-2"
20 attached hereto and by this reference incorporated, including by not
21 limited to additional commissioning services in order to remedy the
22 design deficiencies, accommodate design revisions and participate in
23 additional coordination on the project.

24 B. Section 2 of the original Agreement is hereby amended by modifying the
25 term of the Agreement from eighteen (18) months and replacing it with
26 twenty four (24) months wherever eighteen (18) months is referenced and is
27 to read as follows:
28

1 2. TERM OF AGREEMENT/PERIOD OF PERFORMANCE:

2 CONSULTANT shall commence performance upon execution of this Agreement, and
3 complete performance of services described in Exhibit "A" during the construction and
4 post-construction phase, which is estimated to be 24 months. The full term of this
5 Agreement shall be through April 30, 2014 from the date of execution. CONSULTANT
6 will diligently and responsibly pursue the performance of the services required of it by
7 this Agreement through completion unless the work is altered by written amendment(s)
8 pursuant to Section 14, or terminated as specified in Section 9. All applicable
9 indemnification provisions in this Agreement shall remain in effect following the
10 termination of this Agreement.

11 C. 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 for
14 services performed and expenses incurred in an amount not-to-
15 exceed Ninety Seven Thousand Five Hundred Dollars (\$97,500).
16 CONSULTANT shall submit monthly invoices to AGENCY for
17 progress payments based on work completed to date of invoice,
18 based on the phases of work and fees therefore set out in Exhibit "A"
19 and Exhibit "A-1" and "A-2". AGENCY shall reimburse CONSULTANT
20 within thirty (30) days of receipt of invoice.

Invoice

Invoice No.: 511019

Invoice Date: 11/30/2013

Customer's Reference No.: P1045

Bill To:

County of Riverside
 EDA Accounting and Finance
 FM - Accounts Payable Unit
 3133 Mission Inn Avenue
 Riverside, CA 92507

Project Name: LW Mead Val Comm Ctr

SC Project No.: 11129

Description	Phase Fee	% Complete	Prior Billing	Current Billing
Additional Commissioning	18,500.00	100.00%		18,500.00

Approved By:

Total Balance Due: \$18,500.00



Shadpour Consulting
 Engineers, Inc.

1 of the property and also included compaction testing for improvements of Rider Street
2 for a fee of Twenty Nine Thousand Nine Hundred Fifty Nine Dollars (\$29,959); and

3 **WHEREAS**, the scope of services for successful completion of the project has
4 once again been expanded to include inspection services for north retaining wall at
5 building, south wall at parking lot backfill, compaction verification for site concrete and
6 pavers, 1st and 2nd lift AC paving at parking, street trench backfill for sewer from
7 connection point at Clark to the east side of Haines on Rider street prior to AC paving,
8 street improvement compaction on Lee Street and Rider Street services and verify
9 parking compaction at finish grade; and

10 **WHEREAS**, fees for the additional services under this Second Amendment
11 total Eleven Thousand Five Hundred Twenty Five (\$11,525);

12 **WHEREAS**, Agency is requesting that the Consultant provide the additional
13 services; and

14 **WHEREAS**, the fees for the original Agreement, First, and Second
15 Amendments total One Hundred Seventy Thousand Nine Hundred Seventy Nine
16 (\$170,979) cumulative;

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

20 A. Section 1 of the Agreement is hereby amended to include the following:

21 Section 1 of the Agreement is hereby amended by modifying the first paragraph
22 in its entirety to read as follows:

- 23 1. DESCRIPTION OF SERVICES: CONSULTANT shall provide all
24 services as specified within the original Agreement, Exhibit "A", First
25 Amendment Exhibit "A-1" And Second Amendment Exhibit "A-2"
26 attached hereto and by this reference incorporated, including by not
27 limited to additional commissioning services in order to remedy the
28 design deficiencies and remedies.

1 B. Section 2 of the Agreement is hereby amended as follows:

2 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence
3 performance upon issuance of a Notice to Proceed Letter from Agency,
4 and continue performance throughout April 30, 2014. Services will be
5 provided as needed Monday through Friday, approximately eight (8)
6 hours per day (1,840 total verified onsite hours including any out of
7 sequence construction activities, and based on a standard construction
8 workday of eight hours per day). Additional days of service are to be used
9 only as approved by the AGENCY'S Project Manager. CONSULTANT will
10 diligently and responsibly pursue the performance of the services
11 required of it by this Agreement through project completion (construction
12 activities and construction schedule) unless the work is altered by written
13 amendment(s) pursuant to Section 14, or terminated as specified in
14 Section 9. All applicable indemnification provisions in this Agreement
15 shall remain in effect following the termination of this Agreement.

16 C. Section 3 of the original Agreement is hereby amended by modifying the
17 first paragraph in its entirety to read as follows:

18 3. COMPENSATION: The AGENCY shall pay the CONSULTANT for
19 services performed and expenses incurred in an amount not-to-
20 exceed One Hundred Seventy Thousand Nine Hundred Seventy Nine
21 Dollars (\$170,979). CONSULTANT shall submit monthly invoices to
22 AGENCY for progress payments based on work completed to date of
23 invoice, based on the phases of work and fees therefore set out in
24 Exhibit "A" and Exhibit "A-1" and "A-2". AGENCY shall reimburse
25 CONSULTANT within thirty (30) days of receipt of invoice.

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Second Amendment on _____.
(To be filled in by Clerk of the Board)

SUCCESSOR AGENCY


K & R CONSULTING INC

Jeff Stone, Chairman
Board of Supervisors



Kenneth Baker
CEO

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel



Deputy

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

Deputy

K&R Consulting

Soil Testing • Deputy Inspection • Material Testing

EXHIBIT A-2 Change Order Request

Date: January 27, 2014

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: \$11,775

Due to the contractor exceeding their schedule and work not anticipated in our contract, additional testing and inspection was required to complete this project. Additional inspection and testing was required to complete this project per project plans, specifications, and CBC 2010. The cost breakdown below indicates the additional testing and inspection that was needed. To help lower cost, we have continued to omit our charge for administration.

COST BREAKDOWN

Soil Testing & Inspection

Soil Testing	111	hours @	\$73	per hour	\$8,103
Special Inspection	51	hours @	\$75	per hour	\$3,825
				Subtotal	\$11,928
				Subtract Amount Remaining from Previous Change Order	-\$153
				Total	\$11,775

Please call our office at (866) 617-2469 if you have any questions.

Sincerely,



Kenneth Baker
K&R Consulting