

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

160



FROM: Economic Development Agency

SUBMITTAL DATE:
June 5, 2014

SUBJECT: Riverside Public Defender Remodel – Approval of Amendment No. 1 to Professional Services Agreement, District 2/District 2, [\$289,681], Bond Proceeds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the attached Amendment No. 1 to the professional services agreement between the County of Riverside and Southern California (So Cal) Soil and Testing, Inc. of Riverside, California, in the amount of \$289,681 for the Riverside Public Defender Remodel Project, and authorize the Chairman of the Board to execute the agreement on behalf of the county; and
2. Authorize the Assistant County Executive Officer/EDA to administer Amendment No. 1 for So Cal Soil and Testing, Inc., in accordance with applicable Board policies.

**BACKGROUND:
Summary**

(Commences on Page 2)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Esteban Hernandez 6/4/14

Robert Field
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 30,000	\$ 259,681	\$ 289,681	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 30,000	\$ 259,681	\$ 289,681	\$ 0	
SOURCE OF FUNDS: Bond Proceeds 100%				Budget Adjustment: No	
				For Fiscal Year: 2013/14 – 2014/15	

C.E.O. RECOMMENDATION:

Reviewed by
CIP TEAM

APPROVE

BY: Rohini Dasika
Rohini Dasika

County Executive Office Signature [Signature] 6/9/2014

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 5/22/14
DATE
MARSHAL VICTOR
Departmental Concurrence

By: [Signature]
Steven L. Harmon, Public Defender
Law Offices of the Public Defender

- A-30
- 4/5 Vote
- Positions Added
- Change Order

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

Economic Development Agency

FORM 11: Riverside Public Defender Remodel – Approval of Amendment No. 1 to Professional Services Agreement, District 2/District 2, [\$289,681], Bond Proceeds 100%

DATE: June 5, 2014

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BACKGROUND:

Summary

On August 28, 2012, the Board of Supervisors approved a pre-qualified list of consulting firms to be retained on an as-needed basis. The Economic Development Agency (EDA) selected So Cal Soil and Testing, Inc. from the pre-qualified list to provide special inspection and materials testing services for the Riverside Public Defender Remodel project and entered into a contract for \$99,999. The scope consisted of special inspections and materials testing for welding, shotcrete, concrete, and epoxy injections. So Cal Soil and Testing, Inc. were selected due to their experience and successful completion of similar county projects, and their proposal was based upon the expected duration of the project at commencement of construction.

During excavation for the building's upgraded foundation system, it became evident that the materials testing for the project would far exceed the \$99,999 due to a variety of unforeseen conditions encountered on site. These unforeseen conditions included loose soil, undocumented underground structures, differing foundation systems, and inaccurate as-built drawings, all leading to additional days and hours required for the specialty inspector to be on site. Due to these unforeseen findings, additional costs have accumulated for welding, shotcrete, concrete, and epoxy injections. Building floors 2 through 8 have required extensive epoxy crack fill of the concrete floors over and above what was originally anticipated. This work requires continuous specialty inspection of the injection in addition to lab testing of the concrete cores after the cracks have cured. From the foundation level through the 8th floor, existing re-bar has been discovered that was not identified on as-built drawings, resulting in exploratory work and multiple additional drillings for new re-bar dowels at every location of installation. This work also requires continuous inspection of drilling and installation of epoxy dowels. Framing, plumbing, and mechanical inspections have also been added to the scope. EDA directed So Cal to continue performing inspection services in order to keep work progressing. It has become evident that the completion date will be significantly extended and the duration may increase up 250 working days. So Cal Soils and Testing will be on site for these additional days and have accounted the work day within Amendment No. 1.

As a result of these unforeseen findings, ratification of Amendment No. 1 will compensate So Cal Soil and Testing, Inc. in the amount not-to-exceed \$289,681, which represents an increase of 289.68% to the original contract.

Impact on Residents and Businesses

The Riverside Public Defender Remodel project will enhance the aesthetic appeal of the downtown area and will give both the Law Office of the Public Defender and the Riverside County Probation Department the office space to account for the long term growth of both departments. The Law Office of the Public Defender will have the space for all of their operations consolidated into one building, enhancing communication and work efficiencies and resulting in an environment that will serve the community in the most effective manner possible. This will have a positive and beneficial impact on the surrounding businesses within the area.

Contract History and Price Reasonableness

So Cal Soil and Testing, Inc.'s professional services agreement in the amount of \$99,999 was procured via a county purchase order. Per Board Policy H-7, if a contract exceeds the \$100,000 limit, the department is required to go to the Board for approval.

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

Economic Development Agency

FORM 11: Riverside Public Defender Remodel – Approval of Amendment No. 1 to Professional Services Agreement, District 2/District 2, [\$289,681], Bond Proceeds 100%

DATE: June 5, 2014

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(Continued)

Contract History and Price Reasonableness (Continued)

DESCRIPTION	AMOUNT	PERCENT	DESCRIPTION
Base Service Contract	99,999	0.00%	Special inspection and materials testing services.
Amendment No. 1	289,681	289.68%	Additional special inspection and materials testing services.
TOTAL	\$ 389,680	289.68%	

Expenditures for FY 2013/14 are estimated at \$30,000; and expenditures for FY 2014/15 are estimated at \$259,681. All costs associated with this agreement will be funded 100% by Bond Proceeds, thus no additional net county costs will be incurred and no budget adjustment is required at this time.

Attachment:

Amendment No. 1 for Southern California Soil and Testing, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES
COUNTY OF RIVERSIDE AND SOUTHERN CALIFORNIA
SOIL AND TESTING, INC.
PROFESSIONAL SERVICES ASSOCIATED WITH THE LAW OFFICES
FOR THE RIVERSIDE COUNTY PUBLIC DEFENDER OFFICE REMODEL PROJECT

AMENDMENT NO. 1

THE COUNTY OF RIVERSIDE and **SOUTHERN CALIFORNIA SOIL & TESTING, INC.** hereby agree to amend that certain agreement for Professional Services entered into on November 15, 2013. The change in services will consist of the following:

- Section 1 of the Original Agreement is hereby amended to add the following sentences to the end of the current paragraph:
 - Section 1. SCOPE OF SERVICES: CONSULTANT shall further provide services in accordance with the terms of the First Amendment as outlined and specified in Exhibit A-1, consisting of four (4) page(s), attached hereto and incorporated herein, for the purpose of CONSULTANT providing extended Special Inspection and Materials Testing Services.
- Section 2 of the Original Agreement is hereby amended and will read in it's entirety as follows:
 - Section 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance of services within one (1) calendar day after execution of this Agreement, and shall diligently perform the services to full completion of the Project as required and in accordance with the scheduled Project completion date of June 31, 2015 unless sooner terminated as specified in Paragraph 8, or extended as provided in Paragraph 13. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.
- Section 3 of the Original Agreement is hereby amended and will read in its entirety as follows:
 - Section 3. COMPENSATION: The County shall pay the CONSULTANT for services performed and expenses incurred as follows:

- 3.1 County shall pay to CONSULTANT for services performed and expenses incurred in accordance with the Scope of Services set forth in Exhibit A of the Agreement dated November 15, 2013, and Exhibit A-1 of the First amendment. The total amount of compensation paid to CONSULTANT for all such services shall not exceed the sum of Three Hundred Eighty Nine Thousand Six Hundred and Eighty (\$389,680) unless a written amendment to this Agreement is executed by both parties prior to performance of additional services.
- 3.2 Said compensation shall be paid in accordance with an invoice submitted to County by CONSULTANT within fifteen (15) days from the last day of each calendar month, and County shall pay the invoice within thirty (30) working days from the date of receipt of the invoice.

All other terms and conditions shall remain the same and in full force and effect.

Remainder of Page Intentionally Left Blank

(Signatures on following page)

COUNTY OF RIVERSIDE:

By: _____
Jeff Stone, Chairman
Board of Supervisors

CONSULTANT:

Southern California Soil & Testing, Inc.

By: *NW Clements*

Neal W. Clements, P.E.

Title: C.E.O.

Address: P.O. Box 6009627

San Diego, CA 92160-0627

ATTEST:

Kecia Harper-Ihem

Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:

PAMELA J. WALLS

By: *PL Victor* 5/22/14
Marsha L. Victor
Principal Deputy County Counsel

EXHIBIT A-1



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

March 26, 2014

SCS&T Project No. 1332042PN

Ms. Gloria Perez
County of Riverside Economic Development Agency
3403 Tenth Street, Suite 400
Riverside, CA 92501

Subject: ADDITIONAL COST TO PROVIDE TESTING & INSPECTION SERVICES
LAW OFFICES FOR PUBLIC DEFENDER
4075 MAIN STREET
RIVERSIDE, CALIFORNIA

Dear Ms. Perez:

In accordance with your request, Southern California Soil and Testing, Inc., (SCS&T) has prepared the this cost estimate to provide materials testing and special inspection services during the construction of the Law Offices for Public Defender Project. The scope of work and budget estimate is as follows:

PROJECT SERVICES

Special Inspection and Materials Testing for Concrete, Shotcrete, Welding, Epoxy Injections

Additional Cost Not to Exceed

\$289,681.00

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 an additional budget of **\$289,681.00**. 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.

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 (619) 280-4321.

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.



Ron Baudour
Director of Field Services

Attachments: 2013 Schedule of Fees

(1) Addressee via email dlombardi@rivcoeda.org



**BUDGET ESTIMATE SUMMARY
 MATERIALS ENGINEERING SERVICES**

	Estimated Hours/Unit		Rate/Unit	Total Cost
FOUNDATION LEVEL				\$49,828.00
<i>INSPECTOR/TECHNICIAN</i>				
Epoxy Dowel Inspection	264 hours	@	\$87.00 /hour	\$22,968.00
Epoxy Dowel Pull Test	24 hours	@	\$87.00 /hour	\$2,088.00
Shotcrete Inspection	16 hours	@	\$87.00 /hour	\$1,392.00
Quality Control ACI Technician - Shotcrete	24 hours	@	\$87.00 /hour	\$2,088.00
Cast-in-Place Concrete Inspection	88 hours	@	\$87.00 /hour	\$7,656.00
Quality Control ACI Technician - Concrete	88 hours	@	\$87.00 /hour	\$7,656.00
<i>LAB TESTING</i>				
Pre-construction Shotcrete Panel	4 panel	@	\$1,040.00 /panel	\$4,160.00
Shotcrete Panels, 3 Cores Compression	2 panel	@	\$290.00 /panel	\$580.00
Concrete Cylinder Compression	40 tests	@	\$21.00 /test	\$840.00
Material Sample Pick Ups	8 trips	@	\$50.00 /trip	\$400.00
FIRST LEVEL				\$24,746.00
<i>INSPECTOR/TECHNICIAN</i>				
Epoxy Dowel Inspection	120 hours	@	\$87.00 /hour	\$10,440.00
Epoxy Dowel Pull Test	40 hours	@	\$87.00 /hour	\$3,480.00
Shotcrete Inspection	16 hours	@	\$87.00 /hour	\$1,392.00
Quality Control ACI Technician - Shotcrete	16 hours	@	\$87.00 /hour	\$1,392.00
Cast-in-Place Concrete Inspection	40 hours	@	\$87.00 /hour	\$3,480.00
Quality Control ACI Technician - Concrete	40 hours	@	\$87.00 /hour	\$3,480.00
<i>LAB TESTING</i>				
Shotcrete Panels, 3 Cores Compression	2 panel	@	\$290.00 /panel	\$580.00
Concrete Cylinder Compression	12 tests	@	\$21.00 /test	\$252.00
Material Sample Pick Ups	5 trips	@	\$50.00 /trip	\$250.00
SECOND THROUGH EIGHTH LEVEL				\$169,753.00
<i>INSPECTOR/TECHNICIAN</i>				
Epoxy Dowel Inspection	560 hours	@	\$87.00 /hour	\$48,720.00
Epoxy Dowel Pull Test	200 hours	@	\$87.00 /hour	\$17,400.00
Epoxy Injection Inspection	352 hours	@	\$87.00 /hour	\$30,624.00
Shotcrete Inspection	36 hours	@	\$87.00 /hour	\$3,132.00
Quality Control ACI Technician - Shotcrete	18 hours	@	\$87.00 /hour	\$1,566.00
Cast-in-Place Concrete Inspection	380 hours	@	\$87.00 /hour	\$33,060.00
Quality Control ACI Technician - Concrete	192 hours	@	\$87.00 /hour	\$16,704.00
Concrete Coring	87 hours	@	\$87.00 /hour	\$7,569.00
<i>LAB TESTING</i>				
Shotcrete Panels, 3 Cores Compression	12 panel	@	\$290.00 /panel	\$3,480.00
Concrete Cylinder Compression	92 tests	@	\$21.00 /test	\$1,932.00
Concrete Core Compression	74 tests	@	\$59.00 /test	\$4,366.00
Material Sample Pick Ups	24 trips	@	\$50.00 /trip	\$1,200.00
REBAR FABRICATION SHOP				\$11,428.00
<i>INSPECTOR</i>				
Shop Inspection	64 hours	@	\$87.00 /hour	\$5,568.00
Field Inspection	40 hours	@	\$87.00 /hour	\$3,480.00
<i>LAB TESTING</i>				
Rebar Tensile Test	20 bars	@	\$74.00 /bar	\$1,480.00
Rebar Bend Test	20 bars	@	\$45.00 /bar	\$900.00

Client County of Riverside
Project Public Defenders Building
Budget Summary/Cost Estimate Table

March 18, 2014
SCS&T Project No. 1332042PN
Non-Prevailing Wage Rates

**BUDGET ESTIMATE SUMMARY
MATERIALS ENGINEERING SERVICES**

	Estimated Hours/Unit		Rate/Unit	Total Cost
BUILDING INSPECTOR				\$14,616.00
<i>INSPECTOR</i>				
Framing Inspection	80 hours	@	\$87.00 /hour	\$6,960.00
Plumbing Inspection	40 hours	@	\$87.00 /hour	\$3,480.00
Mechanical Inspection	40 hours	@	\$87.00 /hour	\$3,480.00
Ultrasonic Testing	8 hours	@	\$87.00 /hour	\$696.00
PROFESSIONAL STAFF/ REPORTS				\$19,310.00
Project Management	80 hours	@	\$174.00 /hour	\$13,920.00
Final Verified Report	1 report	@	\$350.00 /report	\$350.00
Administration Fee	80 hours	@	\$63.00 /hour	\$5,040.00
TOTAL FOR SPECIAL INSPECTION AND MATERIALS TESTING SERVICES				\$289,681.00