

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

139 <sup>C</sup>  


**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
July 17, 2014

**SUBJECT:** Riverside Public Defender Remodel – Approval of Amendment No. 3 to Architectural and Engineering Services Agreement, District 2/District 2, [\$399,033], Bond Proceeds 100%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the revised plans for the Riverside Public Defender Remodel Project to create independent space for the Riverside County Probation Department;
2. Ratify the attached Amendment No. 3 to the architectural and engineering services agreement for the Riverside Public Defender Remodel Project between the County of Riverside and Holt Architects, Inc. of Rancho Mirage, California, in the amount of \$394,033 plus a reimbursable allowance of \$5,000, and authorize the Chairman of the Board to execute the agreement on behalf of the county; and

(Continued)

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: Esteban Hernandez 7/17/14

  
 Robert Field  
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
<b>COST</b>	\$ 399,033	\$ 0	\$ 399,033	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 399,033	\$ 0	\$ 399,033	\$ 0	

**SOURCE OF FUNDS:** Bond Proceeds 100%  
**Budget Adjustment:** No  
**For Fiscal Year:** 2014/15

**C.E.O. RECOMMENDATION:**   
 Reviewed by  
**CIP TEAM**  
**County Executive Office Signature**  
**APPROVE**  
 BY:   
 Rohini Dasika

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL  
 BY: H. P. Baker 7/15/14  
 (MARSHAL VIKTOR) DATE  
 Departmental Concurrence

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

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

**Prev. Agn. Ref.:** 3.20 of 7/12/11; 3.35 of 1/11/11; 3.22 of 5/18/10  
**District:** 2/2  
**Agenda Number:**

**3-21**

# **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. 3 to Architectural and Engineering Services Agreement, District 2/District 2, [\$399,033], Bond Proceeds 100%

**DATE:** July 17, 2014

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## **RECOMMENDED MOTION:** (Continued)

3. Authorize the Assistant County Executive Officer/EDA to administer Amendment No. 3 for Holt Architects, Inc. in accordance with applicable Board policies.

## **BACKGROUND:**

### **Summary**

On May 18, 2010, the Board of Supervisors approved the architectural and engineering services agreement between the County of Riverside and Holt Architects, Inc. (Holt) of Rancho Mirage, California, in the amount of \$515,000, plus a reimbursable allowance of \$7,500, for the Riverside Public Defender Remodel project.

On January 11, 2011, the Board of Supervisors approved Amendment No. 1 for Holt to conduct a Tier I seismic evaluation, furniture design, and evaluation and re-design of the building exterior to improve energy efficiency. Amendment No. 1 compensated Holt in the amount not-to-exceed \$113,400, with a reimbursable allowance of \$3,730.

On July 12, 2011, the Board of Supervisors approved Amendment No. 2 for Holt for a Tier II structural analysis, seismic structural retrofit design, additional fire life safety design, and additional construction administration services. Amendment No. 2 compensated Holt in the amount not-to-exceed \$288,500, with a reimbursable allowance of \$6,000.

After the construction project was awarded, the Economic Development Agency (EDA), the Executive Office, Riverside County Probation Department (Probation), and the Riverside County Public Defender (Public Defender) agreed to incorporate space in the building for Probation. EDA requested Holt to work with Probation and the Public Defender to redesign the plans and create space for Probation as a tenant in the building. The plans are now complete and both departments have agreed to their respective space allocations.

Amendment No. 3 to Holt's architectural and engineering services agreement represents a settlement of additional services the architect has and/or will provide on this project. This additional work includes, but is not limited to, closing all cost issues related to the following:

- Preparation of new drawings for the 1<sup>st</sup> and 2<sup>nd</sup> floors of the building for the aforementioned tenant improvement drawings to create space for Probation as well as revising the building's mechanical, electrical, and plumbing plans to other impacted floors
- The increased size and complexity of the project due to the addition of Probation as a tenant
- Additional work required of Holt's consultants
- Additional coordination with several entities; including the county's Geotechnical Engineer, the Commissioning Agent, the City of Riverside, and Riverside County Information Technology
- Coordination of concrete crack repairs affecting the structural performance of the floor
- Construction logistics planning

(Continued)

# 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. 3 to Architectural and Engineering Services Agreement, District 2/District 2, [\$399,033], Bond Proceeds 100%

**DATE:** July 17, 2014

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## **BACKGROUND:**

### **Summary (Continued)**

- Design of exterior hardscape
- Re-bid of the project
- Coordination with EDA Project Management Office and Maintenance on a window wash system that resulted in a \$200,000 savings for the project
- Project management assistance
- Development of scope and the bid allowance for the parking structure

As a result of these required services, ratification of Amendment No. 3 will compensate Holt in the amount not-to-exceed \$394,033, plus a reimbursable allowance of \$5,000.

### **Contract History**

<b>DESCRIPTION</b>	<b>AMOUNT</b>	<b>PERCENT</b>	<b>DESCRIPTION</b>
Base Service Contract Reimbursable	515,000 7,500	0.00%	Architectural and engineering services plus reimbursable.
Amendment No. 1 Service Contract Reimbursable	113,400 3,730	22.42%	Additional architectural and engineering services for Tier I seismic evaluation, furniture, and for the evaluation and re-design of the building exterior to improve energy efficiency and reduce utility costs. County initiated.
Amendment No. 2 Service Contract Reimbursable	288,500 6,000	56.36%	Tier II structural analysis, seismic structural retrofit design, additional fire life safety design, and additional construction administration services. County Initiated.
Amendment No. 3 Service Contract Reimbursable	394,033 5,000	76.37%	Revisions to architectural construction documents to accommodate Probation Department, resulting in modification in the layout of most of the first and second floors. County Initiated.
<b>TOTAL</b>	<b>\$ 1,333,163</b>	<b>155.15%</b>	

### **Impact on Residents and Businesses**

The Riverside Public Defender Remodel project will accommodate the Public Defender and Probation and will provide the office space to account for the long term growth of both departments. 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.

### **Additional Fiscal Information**

(Commences on Page 4)

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**Additional Fiscal Information**

All costs associated with this agreement will be 100% funded by Bond Proceeds, thus no additional net county costs will be incurred and no department budget adjustment is required at this time.

Attachment:

Amendment No. 3 for Holt Architects, Inc.

AMENDMENT NO. 3 TO  
OWNER/ARCHITECT SERVICES AGREEMENT BETWEEN  
COUNTY OF RIVERSIDE AND HOLT ARCHITECTS, INC.

**THE COUNTY OF RIVERSIDE** and **HOLT ARCHITECTS, INC** hereby agree to amend that certain agreement for Architectural Services for the Riverside Public Defender Remodel, approved on May 18, 2010, Agenda Item 3.22. The change in services will consist of the following:

- Section II of the Original Agreement is hereby amended to add the following sentences to the end of the current paragraph:
  - Section II. SCOPE OF WORK.  
“Architect shall further provide services in accordance with the terms of the Third Amendment as outlined and specified in Exhibit A-3 dated February 6, 2014, consisting of six (6) page(s), attached hereto and incorporated herein, for the purpose of Architect providing extended Architectural Services”.
  
- Section IV, Paragraph A.1 of the Original Agreement is hereby amended to add the following sentences to the end of the current paragraph:
  - Section IV. ARCHITECTS COMPENSATION.  
  
A. Determination of Amount
    - 1. “The County shall pay to the Architect for services performed and expenses incurred in accordance with the terms of Exhibit A-3 dated February 6, 2014. The total amount of additional compensation paid to Architect for services under Exhibit A-3 dated February 6, 2014 shall not exceed the sum of \$394,033 for a new lump sum fee not to exceed a total of \$1,310,933, unless a written amendment to this Agreement is executed by both parties prior to performance of additional services. The fee for services under Exhibit A-3 dated February 6, 2014 shall be paid as provided in Section IV.C.”
  
- Section IV, Paragraph A.2 of the Original Agreement shall be modified to reflect a revised construction budget of \$14,417,500.

- Section IV, Paragraph A.4 of the Original Agreement shall be modified to provide that reimbursable expenses shall not exceed a total of \$22,230.

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

ARCHITECT:

Holt Architects, Inc

By: Timothy M. Holt

Timothy M. Holt

Title: President

Address: 70225 California 111

Rancho Mirage, CA 92270

ATTEST:

Kecia Harper-Ihem

Clerk of the Board

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

PAMELA J. WALLS

By: Marsha L. Victor 7/15/14  
Marsha L. Victor  
Principal Deputy County Counsel

# EXHIBIT A-3



February 6, 2014

*Revised: February 25, 2014*

*Revised: February 26, 2014*

Dominick Lombardi, Project Manager  
County of Riverside Economic Development Agency  
3403 Tenth Street, Riverside, CA 92501

**RE: Amendment #3  
LAW OFFICES OF THE PUBLIC DEFENDER FOR THE COUNTY OF RIVERSIDE  
4075 Main Street, Riverside, California**

Dear Mr. Lombardi:

Holt Architects is pleased to provide you with this Proposal for additional Architectural / Engineering Services already rendered and currently proposed in response to Scope of Work additions and changes as requested by the County, including redesign of the First and Second Floors to accommodate 27,420 S.F. of office space for the Riverside County Probation Department.

The original scope for the Public Defender project was defined in February, 2010. Here is a brief summary of our Contract and Construction Budget:

The original Construction Budget was \$5,500,000, and the original A/E fee was \$522,500. The original Scope of Work consisted of an interior tenant improvement of the existing building, plus evaluation of the existing Building Systems.

Amendment #1 as proposed in December, 2010 increased the Scope of Work to include furniture design services and exterior building façade improvements. The revised Construction Budget was \$6,800,000; the revised A/E fee was \$639,630.

Amendment #2 as proposed in April, 2011 increased the Scope of Work to include seismic structural retrofit design and life safety design services. The revised Construction Budget was \$9,900,000; the revised A/E fee was \$934,130.

The current Construction Contract to date is \$14,417,500, excluding Contingency or the FF&E. However, our A/E Fee has not changed since Amendment #2. The additions and changes to our Scope of Services since Amendment #2 are described, starting on page 2.

We fully appreciate that the County allowed us to invoice the Fee assigned for Construction Administration in order to cover some of the cost for the additional work and changes to our Scope and our Work. As a result, we have received our entire Fee as allowed by Amendment #2 as of November, 2012 and have not been able to invoice for the balance of work completed before then or services performed since.



We very much appreciate that County staff is now willing to revisit the need to cover our cost for additional work and changes to work already completed, including the second Bid and subsequent Construction Administration Services that commenced in March, 2013.

**ADDITIONS AND CHANGES TO OUR SCOPE OF SERVICES:**

Our Scope of Work for Amendment #3 consists of both work that has been completed and also work that needs to be completed for the necessary documentation of the requirements of Bid Allowances within the Construction Contract as awarded.

1. **Size of Project:**  
Originally, the Project scope provided to us was approximately 67,000 sf. The actual square-footage is 77,258 sf. This amounts to an increase of 10,258 sf of an additional or can be understood as an additional 15.3% of scope. Based on the rate established by the Original Contract, this item itself has a value of \$79,942 (15.3% of \$522,500)
2. **Seismic Retrofit: Coordination of Structural Services prior to a Contract for the work:**  
Due to our relationship with our Structural Engineer, He has been willing to conduct services over the course of more than a year, with a value of about \$80,000 dollars without a Contract. There was extensive coordination by phone, email and on-site with the Engineer, the General Contractor and his Sub-Contractors, and multiple and changing representatives of the Owner to prioritize, facilitate and expedite the critical path of review and response related to his services. We appreciate that the contract for the Structural Engineer is now in place and payment for services rendered by him and his staff is now being processed. Refer to Items 3 thru 9 for additional descriptions of related Structural Services.
3. **Seismic Retrofit: Supplemental Material Investigation & Testing:**  
Additional material testing, investigation (including on-site Supervision of the Work) to make use of a provision in the Building Code to reduce the extent of the requirements of the structural seismic retrofit design based upon a more extensive and detailed analysis of the sample conditions of the: concrete sizes, strength; rebar size and placement. The corresponding information was used by both the Structural Engineer and Geotechnical Engineer in Item #2 below. This work is complete.
4. **Seismic Retrofit: Structural and Geotechnical Engineering:**  
Additional Structural and Geotechnical engineering design and detail work to make use of a provision in the Building Code to reduce the construction cost of the Seismic Retrofit utilizing the information from Item #3 above. This work was deemed beneficial and necessary by the County in order to reduce the construction cost once the full requirements of the Retrofit were understood by the work authorized by Amendment #2. This work is complete.
5. **Seismic Retrofit: Architectural, Mechanical, Plumbing, Electrical & Furniture:**  
Changes to the previously completed documents (prior to Amendment #2 - Plan Check Ready) in order to mitigate the effect of the Seismic Retrofit (additional walls) on the size and location of rooms on all eight floors. This work is complete.

6. Seismic Retrofit: Special Inspections related to Geotechnical Engineering:  
The Building Official changed the Geotechnical Inspector of Record due to performance concerns on another recent Project. Unfortunately, the replacement Inspector was not able to perform in a timely matter and progress of the work which only added to the additional coordination needed due to lack of familiarity with the Work. Once it was clear that further delay in the progress of the work would occur, the Building Official agreed to bring back the original Geotechnical Inspector of Record. The Project has moved forward without issue related to this aspect since the replacement. This aspect of the work will be complete once the Seismic Retrofit improvements to the Foundation System have been accomplished.
7. Seismic Retrofit: Alternate Pile Foundation Systems & adjustment to site conditions:  
The first review consisted of the Preliminary review of a variation on the engineered concrete filled Steel Tube System (Tubex) was performed to evaluate the validity of the apparent Low-Bidder after the first Bid. A second and extensive review and approval process, including an on-site mock-up load pressure test, has been completed for a reinforced concrete alternate to the Tubex system after the Award of Contract to the same Low-Bidder of the first Bid. Related to the Foundation System, there has been need to coordinate on-site investigation, off-site research, due to differing conditions of the built Foundation System and the discovering of abandon brick structures and sidewalks apparently left from House that existed along 11<sup>th</sup> street until about the turn of the last century. The efforts related to this portion are now complete.
8. Seismic Retrofit: Concrete Crack Repair:  
This involves coordination of the work related to repair to cracks affecting the structural performance of the concrete floor and roof slabs. The work on the Floor Slabs is near completion, investigation of the roof slabs is now underway.
9. Documents for Demolition and coordination with Hazardous Materials Abatement:  
Our original Agreement called for this work to be conducted by the County prior to the commencement of our evaluation of the Building. Due to restrictions within the County's Project Budget, it was necessary for us to create and coordinate between two separate Demolition Packages. The Coordination with the County for related Hazardous Material Abatement has continued later into Construction due to the need of the County to replace the original Consultant after repeated AQMD citations for unidentified Hazardous Materials. Based upon the Final Report of the replacement Consultant, the General Contractor is proceeding with the additional work that has been approved under a CCD.
10. Mechanical System on Floors 2 thru 8:  
Re-Design the Mechanical System from a dual-duct system to a variable-air-volume system and incorporate a new HVAC Control system on Floors 2 thru 8. This occurred after the Documents were under the Final Plan Check review. This change in work was conducted without a contract. Due to our relationship with our Mechanical Engineer of Record, they have continued to provide service during both Bids and during construction, including additional work needed once demolition was completed and the Sub-Contractor put together the initial Submittal.

**11. Mechanical System on First Floor:**

A separate and early Bid Package was created to assist and allow the County to make use of a Grant for Energy Improvements in conjunction with Janet Purchase. The Bid Package secured the Roof-Top Mechanical Units to serve the first Floor. The Units will be installed under the General Contract for Construction.

**12. Addition of the Probation Department:**

This change involves revisions to the completed and approved Architectural Construction Documents to accommodate the County of Riverside Probation Department, resulting in modifying the programming and design layout of the First and Second Floors of 27,420 s.f. plus moderate modifications on the other Floors to accommodate the loss of needed space by the Office of the Public Defender. This Design is now in plan check and out to bid by the General Contractor.

There will also be additional coordination due to the replacement Furniture Designer for all floors in order to allow original Consultant to Bid upon the Work as determined by the County's purchasing Department.

And, there will also be extended Construction Administration time as a result of the time required for the County to contract and authorize the Engineering Services in the past and also for time projected for the County to authorize the forthcoming Change Order by the General Contractor for the changes to the work and additional corresponding extension of Contract Time due to the delays.

The County has or will contract directly for Structural, Mechanical, Plumbing, Electrical and Furniture Design Services and Documents related to the Probation Department Scope. We have, and will provide the customary coordination with the above disciplines.

**13. Construction Logistics Planning:**

This involved coordination with the City and preparation of Documents at the request of the County to portray the customary requirements of staging and logistics as an insurance measure against a Change Order after Bid. This service is complete.

**14. Low Voltage Systems:**

Work performed to date involved the development of the Scope and Bid Allowance for various Low-Voltage Systems and provision of infrastructure in the Electrical Documents: Access Control, Security System, and CCTV. The development coordination the design and preparation of subsequent documents has not yet been performed.

**15. Exterior Hardscape:**

Design and document work performed to replace and improve the hardscape and landscape on Main Street and 11<sup>th</sup> Street.

16. Re-Bid of Project:

Revise Structural Documents at the request of the County to militate against the chance that the Manufacturer of the system previous listed as the basis for bid would pursue a claim if the County allowed an Alternate system, similar to their design to be fabricated. Extent of Services as a result of the re-bid essentially duplicated our original effort. There was also additional consultation provided after the Bid in a continuing challenge against the low Bidder over a three month period. The low Bidder was subsequently awarded the Contract.

17. Window Washer:

This involved the preliminary research prior to Bid of systems with County Staff in order to establish a Bid Allowance to allow County Maintenance additional time to determine how they wanted to clean the glass for this and other similar Facilities. This effort has continued and extended into CA with the General Contractor. The result of this effort is a savings of about \$200,000 for this Project and the prospect of an equal savings on 5 to 10 other similar Facilities, including Riverside Center.

18. County Project Management Assistance:

In addition to assisting the County with the addition of the Probation Department Staff to the Construction Management process, there has been considerable effort undertaken to assist the County with Project Management changes in both personnel and approach, especially in light of the need to help the County understand and determine the extent of work needed to provide the optimum improvement of this Facility to be a continuing asset for the County over the next 50-years. In addition to working with, four different EDA Project Managers, the County brought on a Commission Agent during Plan Check and Construction Management during Construction. Please keep in mind that originally the scope was only a single user tenant improvement with a total design and construction project duration of 15 months. Due to increases and changes in scope the total duration will be at least 5 years.

19. Parking Structure:

This involved the Development of the Scope and Bid Allowance for cosmetic and minor Safety improvements with Contingency for minor additions by the Building Official/Fire Marshall. There was no provision for Architectural, Structural or other Life-Safety Improvements. There has been some review and discussion with the Structural Engineer, Inspector of Record, County Project Management, and General Contractor as the Code requirement for Seismic and Life-Safety improvements. The Building Official is currently conducting a review and will issue a Report with a determination of the minimum level for Seismic and Life-Safety improvements.

COMPENSATION:

- A. Size of Project Change (Refer to Item #1 - \$79,942.00 Value): \$0.00  
Cost has been incorporated into Item D below with respect to our 30-year relationship and efficiency brought to our service by select members of the EDA Staff.



- B. Probation Department Changes: \$110,518.26  
 Since the County has or will contract directly for Structural, Mechanical, Plumbing, Electrical, and Furniture Design Services related to the Probation Department Scope, this value is not included in this Proposal. We are including the customary coordination with the above disciplines.
  - C. Parking Structure: \$0.00  
 Work performed to date is included in Item D below. Please refer to Item #20 for description of work to date and status of Scope.
  - D. All other additions and changes: \$327,295.79  
 The increase in Construction Cost due to changes since Amendment #2 is \$4,517,500. Based upon our rate establish by Amendment #2 the increase in our Fee would be \$426,255.79. However, the County has contracted directly with the Structural Engineer for an amount of \$98,960.00. Therefore, this reduces of value mentioned above of \$426,255.79 to \$327,295.79.
- Sub-Total of Items above \$437,814.05**

However, because of the value we hold for the County based upon our 30-year relationship and efficiency brought to our service by select members of the EDA Staff, we are willing to offer a Discount of 10%. This amounts to a savings of \$43,781.40 from the full value above.

**Total after 10% Discount \$394,032.65**

Reimbursable Expenses will be an additional \$5,000.00 per the attached 2014 Hourly Rate and Expense Schedule.

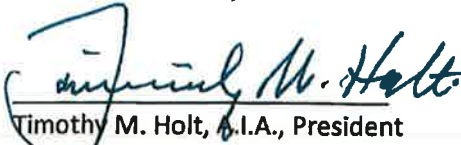
Amendment #3 as proposed herein recognizes the revision of the Construction Contract to \$14,417,500. This doesn't include any Contingency or FF&E. The new total for A/E fee would be revised to \$1,333,162.65.

We appreciate the opportunity to be of service to you in the development of this Project.

Please contact me with any questions regarding this proposal.

Sincerely,

**HOLT ARCHITECTS, INC.**

  
 Timothy M. Holt, A.I.A., President

TCH/RMD