

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

145



**FROM:** Successor Agency to the Redevelopment Agency

**SUBMITTAL DATE:**  
July 17, 2014

**SUBJECT:** Rancho Jurupa Regional Sports Park - Second Amendment, District 2/District 2, [\$88,000], Jurupa Valley Redevelopment Capital Improvement Bond Proceeds 100%

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

1. Approve and authorize the Chairman of the Board to execute the attached Second Amendment to the Consulting and Engineering Services Agreement between the Successor Agency to the Redevelopment Agency (Agency) and Krieger and Stewart, Inc. (Krieger and Stewart) in the amount of \$88,000 for the Rancho Jurupa Regional Sports Park (RJRSP).

**BACKGROUND:**

Summary

(Commences on Page 2)

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

*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)
<b>COST</b>	\$ 88,000	\$ 0	\$ 88,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Jurupa Valley Redevelopment Capital Improvement Bond Proceeds (previously approved budget) 100%  
**Budget Adjustment:** No  
**For Fiscal Year:** 2014/15

**C.E.O. RECOMMENDATION:**

APPROVE

BY: Rohini Dasika  
Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COURSE BY: 48 Victor 7/17/14 MARSHAL VICTOR

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.:** 4-2 of 6/25/13; 4.5 of 6/29/10; 4.1 of 7/14/09 | **District:** 2/2 | **Agenda Number:**

4-1

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

Successor Agency to the Redevelopment Agency

**FORM 11:** Rancho Jurupa Regional Sports Park – Second Amendment, District 2/District 2, [\$88,000],

Jurupa Valley Redevelopment Capital Improvement Bond Proceeds 100%

**DATE:** July 17, 2014

Page 2 of 3

**BACKGROUND:**

**Summary**

On February 26, 2008, the Board of Directors approved the Consulting Services Agreement with RHA Landscape Architects Planners, Inc. (RHA) to design the Rancho Jurupa Regional Sports Park (RJRSP). During design of the park, the water supply was found to be insufficient and use of non-potable ground water from a well would be necessary to provide adequate water supply to the park.

On July 14, 2009, the Board of Directors entered into an agreement with Krieger and Stewart for the engineering and design of the RJRSP irrigation water well. The well work consists of a new irrigation water well, pumping plant, irrigation water storage reservoir and irrigation booster station. The well project required completion in two separate phases; Phase 1, for the exploration to determine if the well site provided adequate amount of water volume and pressure to serve the non-potable irrigation needs of the complex, and Phase 2, to install the permanent pumping equipment and water storage reservoir.

On June 29, 2010, the Board approved the plans and specifications for the RJRSP Well Pumping Equipment and Storage Reservoir project, Phase 1 (Phase 1) for the drilling of the well and authorized the Clerk of the Board to advertise for bids. On October 5, 2010, the Board of Directors awarded the construction of Phase 1 for the well to Bakersfield Well & Pump Company. Phase 1 was successfully completed and a Notice of Completion was filed on May 1, 2012.

Upon completion of the design of the well, and prior to bidding, changes were required to the drawings including grading, fencing, and well modifications. Additional engineering services were provided by Krieger and Stewart, and on June 25, 2013, the Board approved the first amendment to the Consulting and Engineering Services Agreement in the amount of \$49,996. During construction of the park the general contractor, ASR Constructors, Inc. (ASR), began experiencing financial difficulties; they eventually declared a default and assigned the contract to their surety. Due to the challenges the Agency was facing with ASR's default, Krieger and Stewart was required to provide additional engineering support that was beyond their original scope of services. Additionally, the well project was required to be re-bid, and on January 29, 2014, four bids were received. On April 8, 2014, the Board approved the low bid with Principles Construction, Inc. Amendment No. 2 will compensate Krieger and Stewart in the amount not-to-exceed \$88,000, which will allow Krieger and Stewart to continue assisting the Agency in completing the project by extending their contract to cover the required inspections, testing and construction administration services.

**Impact on Residents and Businesses**

The RJRSP is heavily utilized on a daily basis by the surrounding community and soccer clubs throughout the area. In order to maintain the viability of this busy and thriving park, it is imperative to have the permanent water supply and service. This Board action will allow the county to move forward with completing the final critical phase of the park.

**Additional Fiscal Information**

(Commences on Page 3)

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
 Successor Agency to the Redevelopment Agency  
**FORM 11: Rancho Jurupa Regional Sports Park – Second Amendment, District 2/District 2, [\$88,000],**  
 Jurupa Valley Redevelopment Capital Improvement Bond Proceeds 100%  
**DATE: July 17, 2014**  
**Page 3 of 3**

**Additional Fiscal Information**

All costs associated with these agreements have been included on the ROPS 14-15A and are within the overall approved budget for the project. The costs will be fully funded through Jurupa Valley Redevelopment Capital Improvement Bond Proceeds, thus no net county costs will be incurred and no budget adjustment will be required.

**Contract History**

<b>NUMBER</b>	<b>AMOUNT</b>	<b>PERCENT</b>	<b>DESCRIPTION</b>
Base Contract	221,700	0.00%	Design and engineering services
Amendment No. 1	49,996	22.55%	Design modifications including grading, fencing, and well modifications.
Amendment No. 2	88,000	39.69%	Additional bidding, inspections, construction administration and contract extension.
<b>TOTAL</b>	<b>\$ 359,696</b>	<b>62.24%</b>	

**Attachments:**

Second Amendment with Krieger and Stewart, Inc.

1 **SECOND 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 SECOND AMENDMENT TO THE AGREEMENT**, is made and entered  
7 into this \_\_\_\_ day of \_\_\_\_\_, 2014, 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 Second 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 bidding of the permanent well;

27           **WHEREAS**, the parties entered into the FIRST AMENDMENT for the additional  
28 fees and services on June 25, 2013 totaling Forty-Nine Thousand, Nine Hundred

1 Ninety-Six Dollars (\$49,996), for an amended total project budget of Two Hundred  
2 Seventy-One Thousand, Six Hundred Ninety-Six Dollars (\$271,696);

3 **WHEREAS**, additional engineering services were completed by the  
4 CONSULTANT in order to complete the bidding phase related to the permanent well  
5 and well pumping plant and storage facilities;

6 **WHEREAS**, the Second Amendment ("SECOND AMENDMENT") in the amount of  
7 Eighty-Eight Thousand Dollars (\$88,000) for an amended total project budget of Three  
8 Hundred Fifty-Nine Thousand, Six Hundred Ninety Six Dollars (\$359,696), will cover  
9 bidding assistance, construction administration and inspection services of the  
10 permanent well for the Rancho Jurupa Sports Park Project, and allow the AGENCY to  
11 effectuate the existing enforceable obligations; and

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

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

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

18 1. **DESCRIPTION OF SERVICES:** CONSULTANT shall provide all services  
19 as specified within the AGREEMENT'S "Exhibit A," Scope of Work,  
20 FIRST AMENDMENT'S "Exhibit A-1," and SECOND AMENDMENT'S  
21 "Exhibit A-2" including, but not limited to, inspection services and  
22 construction administration support.

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, FIRST AMENDMENT and  
26 SECOND AMENDMENT to fully and adequately complete the PROJECT.  
27 CONSULTANT shall perform the services and duties in conformance to  
28 and consistent with the standards generally recognized as being

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

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

10 2. **PERIOD OF PERFORMANCE:** CONSULTANT shall commence and  
11 complete design performance no later than February 20, 2014.  
12 CONSULTANT will diligently and responsibly pursue the performance of  
13 the services required of it by the AGREEMENT, FIRST AMENDMENT,  
14 and SECOND AMENDMENT through PROJECT completion anticipated  
15 January 2015 unless the work is altered by written amendment(s)  
16 pursuant to Section 14, or terminated as specified in Section 9. All  
17 applicable indemnification provisions in the AGREEMENT shall remain in  
18 effect following the termination of the AGREEMENT.

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

21 3. **COMPENSATION:** The AGENCY shall pay the CONSULTANT on a lump  
22 sum amount not-to-exceed Three Hundred Fifty-Nine Thousand, Six  
23 Hundred Ninety-Six Dollars (\$359,696), including reimbursable expenses.  
24 CONSULTANT shall submit monthly invoices to the AGENCY for  
25 progress payments based on work completed to date and line items  
26 identified within Exhibit's "A, A-1, and A-2."

27 3.1 Said compensation shall be paid in accordance with an invoice submitted  
28 to AGENCY by CONSULTANT within fifteen (15) days from the last day

1 of each calendar month, and AGENCY shall pay the invoice within thirty  
2 (30) working days from the date of receipt of the invoice.

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

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

27 Pursuant to Section 1773 of the Labor Code, the general prevailing wage  
28 rates, including the per diem wages applicable to the work, and for



1 holiday and overtime work, including employer payments for health and  
2 welfare, pension, vacation, and similar purposes, in the county in which  
3 the work is to be done have been determined by the Director of the  
4 California Department of Industrial Relations. These wages are available  
5 from the California Department of Industrial Relations' Internet website at  
6 <http://www.dir.ca.gov>, and are available at the main office of AGENCY.  
7

8 **IN WITNESS WHEREOF**, the Successor Agency to the Redevelopment Agency  
9 for the County of Riverside and CONSULTANT, have executed this Agreement as of  
10 the date first above written.  
11

12 **SUCCESSOR AGENCY**

**KRIEGER & STEWART, INC.**

13  
14  
15 ~~John J. Benoit~~ Jeff Stone  
16 Chairman, Board of Supervisors

  
17 Charles Krieger  
18 President

17 **ATTEST:**  
18 Kecia Harper-Ihem  
19 Clerk of the Board  
20

21 \_\_\_\_\_  
22 Deputy

23 **APPROVED AS TO FORM:**

24 Marsha Victor, *Deputy*  
25 County Counsel

26   
27 Deputy  
28



May 1, 2014  
(Revised May 29, 2014)

807-41.1A

Rebecca Tsagris  
Economic Development 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 (Amendment No. 2)

Dear Ms. Tsagris:

Pursuant to our discussions with the Economic Development Agency for the County of Riverside (Agency), we have prepared the attached Exhibit "A" that describes an amendment for supplemental engineering services to our existing 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" describes the supplemental engineering services requested by the Agency (some of which have already been performed primarily because of ASR's non-performance and ultimate bankruptcy).

Exhibit "A" identifies the additional engineering services and significant level of effort required to coordinate with ASR to execute a change order with the Agency for construction of the well pumping plant and reservoir. Ultimately, ASR was unable to execute a change order with the Agency and the Agency was required to re-bid the project. Additional engineering services were also required to assist the Agency with its claim against ASR's Surety Company for failing to remove and dispose of the onsite stock piles and debris left by ASR after construction of the Rancho Jurupa Sports Park. The remaining services identified in Exhibit "A" are for additional inspection services and preparation of record drawings (both of which have not been performed yet) to assist the Agency on a part-time basis during construction.

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 \$88,000, which includes a credit from our previous amendment for coordination with Riverside County Flood Control and Water Conservation District (RCFC&WCD) that 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

  
Charles A. Krieger

807-41PI-ADD SVCS-2-R1

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



## EXHIBIT "A"

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

Listed below are supplemental design and construction engineering services for subject project requested by the Economic Development Agency for the County of Riverside (Agency). The total engineering fee for the services described hereafter is \$88,000.

#### I. SUPPLEMENTAL ENGINEERING SERVICES

##### A. Support Services to the Agency

Krieger & Stewart provided supplemental engineering services and support services to Agency staff for efforts related the Agency's attempt to execute a change order with ASR, the Agency's claim against ASR's Surety Company, assisting Agency staff with information regarding Bakersfield Well & Pump's change order history for the tank rental and permanent well pump installation, and revising the Construction Drawings and Specifications to allow the Agency to publicly re-bid the project (since a change order with ASR could not be executed). See detailed discussions below.

Supplemental engineering services for the attempted change order execution with ASR related to construction of the well pumping plant and reservoir as part of ASR's contracted work, change order negotiations with ASR and Bakersfield Well & Pump, and extensive correspondence with the Agency, ASR, and Bakersfield Well & Pump regarding the change order work, all of which coincided with ASR's continually declining performance (these services were provided shortly before ASR declared bankruptcy).

Supplemental engineering services for support provided to Agency staff for the claim against ASR's surety company was a result of ASR failing to remove and dispose of the onsite stock piles and debris left by ASR after construction of the Rancho Jurupa Sports Park. Supplemental services included attending a bid walk on May 29, 2013 with the surety company's contractors, preparing responses to requests for information from the surety company and its contractors, providing chronological photo documentation to the Agency of when stockpiles were dumped onsite, and conferring and corresponding with Agency staff and surety company representatives.

Supplemental engineering services related to Bakersfield Well & Pump's change order history included assisting Agency staff with providing documentation of the project's chronology by reviewing our files for relevant record information related to the costs and duration of the temporary tank rentals as well as specifics on the permanent pump installation.

Supplemental engineering services related to revising the Construction Drawings and Specifications to allow the Agency to publicly re-bid the project (since a change order with ASR could not be executed) included revising the Contract Documents as requested by the Agency and the County Parks Department, revising the original bid items and Special Requirements (prepared in 2011) based on the reduced scope of work as



# EXHIBIT A-2

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

determined by the Agency, attending the pre-bid walk on January 7, 2014, preparing responses to requests for information from bidders, preparing an addendum, and conferring and corresponding with Agency staff regarding same.

The fee associated with these services is \$20,400.

**B. Supplemental Construction Engineering Services**

Our prior Amendment included limited construction engineering services related to construction of the modified well pumping plant and storage reservoir facilities and included a total of 80 hours for RFI/submittal review and limited, periodic construction inspection (primarily for testing and start-up). Currently proposed supplemental engineering services include adding part-time inspection (for up to 2 days per week) and construction management (up to 1 day per week) over the 22 week construction period.

The fee associated with these services is \$70,400.

**C. Preparation of Record Drawings**

Once project construction has been completed, we will provide the Agency with a complete set of record drawings, which will reflect the facilities as constructed. Field changes and changes resulting from change orders will be shown on the record drawings.

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

**II. CREDIT FOR SERVICES NOT PROVIDED**

**Credit for Coordination with Riverside County Flood Control and Water Conservation District (RCFC&WCD)**

Krieger & Stewart did not coordinate with RCFC&WCD for the project since the Agency coordinated directly with RCFC&WCD for the portion of the waterline alignment and site fencing that crossed RCFC&WCD's easement. We understand that the Agency submitted construction drawings to RCFC&WCD for review and comment and also prepared the appropriate encroachment permit application and submitted it to RCFC&WCD.

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