

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 2/12/15
 Departmental Coordinator

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

253



FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:
 February 26, 2015

SUBJECT: Rancho Jurupa Regional Sports Park – Approval of First Amendment to the Professional Services Agreement and Notice of Completion, District 2, [\$13,384], 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 First Amendment to the Consulting Services Agreement between the Successor Agency to the Redevelopment Agency (Successor Agency) and CHJ Consultants in the amount of \$13,384 for the Rancho Jurupa Regional Sports Park (RJRSP) Project;
2. Accept the RJRSP Project constructed by Principles Contracting, Inc. as complete and authorize the Clerk of the Board to record the Notice of Completion; and
3. Authorize the release of retained funds in the amount of \$24,895 to Principles Contracting, Inc. in accordance with the contract terms.

BACKGROUND:

Summary

(Commences on Page 2)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Esteban Hernandez 2/25/15

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	\$ 13,384	\$ 0	\$ 13,384	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

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

C.E.O. RECOMMENDATION:

APPROVE
 BY: George A. Johnson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

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

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 – Approval of First Amendment to the Professional Services Agreement and Notice of Completion, District 2, [\$13,384], Jurupa Valley Redevelopment Capital Improvement Bond Proceeds 100%

DATE: February 26, 2015

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BACKGROUND:

Summary

On February 4, 2014, the Board of Supervisors approved the Consulting Services Agreement between the Successor Agency and CHJ Consultants (CHJ) in the amount of \$19,969. During construction, additional field engineering, monitoring, and testing were required due to high ground water and compaction issues. The First Amendment will compensate CHJ in the amount not-to-exceed \$13,384 for work essential to keep the project moving forward and complete the project.

On April 8, 2014, the Board of Supervisors approved the construction agreement between the Successor Agency and Principles Contracting, Inc. in the amount of \$479,000 to construct the second phase of the new irrigation water well, pumping plant, irrigation water storage reservoir and irrigation booster station. The second phase consisted of installing the permanent pumping equipment and water storage reservoir. During construction, two change orders were approved in the cumulative amount of \$18,906 increasing the total contract value to \$497,906. Change Order No. 1 was a deduct in the amount of \$469 for eliminating three feet of over-excavation due to excessive moisture content in the soils and additional rock for stabilization, and Change Order No. 2 in the amount of \$19,375 was for a new electrical panel at the well pump booster station due to the voltage drop caused by the excessive length of electrical run from the park. Change Orders No. 1 and 2 result in a cumulative 3.9% increase in the contract value.

Principles Contracting, Inc. has completed the work and the RJRSP project has been inspected and found to comply with all contract requirements. The Economic Development Agency as staff for the Successor Agency therefore recommends that the Board approve the completion of the project and authorize the Clerk of the Board to record the Notice of Completion. This Board action will release the contract retention funds to Principles Contracting, Inc. in the amount of \$24,895 after the Notice of Completion has been recorded and the 35 day lien period has expired per contract terms.

Impact on Citizens and Businesses

The Rancho Jurupa Regional Sports Park is comprised of 15 soccer fields of varying sizes using two different types turf, several picnic shelters, a concession building, equipment storage building, restrooms, playground, and a perimeter park walk path. The non-potable water well, storage tank, and pump-house provides the park with ample irrigation water. The park is heavily utilized on a daily basis by the surrounding community and soccer clubs throughout the area, thus providing positive impacts to area residents and businesses.

Contract History

NUMBER	AMOUNT	PERCENT	DESCRIPTION
Base Contract CHJ	19,969	0.0%	Materials testing and inspection services
First Amendment	13,384	67.0%	Additional field engineering, monitoring and testing due high ground water and compaction issues.
TOTAL	\$ 33,353	67.0%	

CHANGE ORDER REPORT

(Commences on Page3)

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 – Approval of First Amendment to the Professional Services Agreement and Notice of Completion, District 2, [\$13,384], Jurupa Valley Redevelopment Capital Improvement Bond Proceeds 100%

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CHANGE ORDER REPORT

NUMBER	AMOUNT	PERCENT	DESCRIPTION
Construction Agreement	479,000	0.0%	Original construction agreement
Change Order No. 1	(469)	(0.1%)	Credit for 3 feet over-excavation due to excess moisture and additional rock for stability
Change Order No. 2	19,375	4.0%	Installation of new electrical panel required at the booster station
NEW CONTRACT TOTAL	\$ 497,906	3.9%	

Additional Fiscal Information

All costs associated with the First Amendment, Change Orders No. 1 and 2, and the Notice of Completion have been included on the Recognized Obligation Payments Schedule (ROPS) 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.

Attachments:

First Amendment with CHJ Consultants
Notice of Completion for Principles Contracting, Inc.

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 COMPLETION

(California Civil Code §§ 8180-8190, 8100-8118)

To be recorded with County Recorder within 15 days after completion.

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: Rancho Jurupa Regional Sports Park Well Pumping Plant and Equipment

Date of Completion: Date Hereof

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: Principles Contracting Inc., 1760 Marlborough Ave, Riverside, CA 92507

Street or legal description of site: 5249 Crestmore Road, Jurupa Valley, CA

Dated:

Owner: Successor Agency to the Redevelopment Agency
for the County of Riverside
(Name of Public Entity)

By: _____
Marion Ashley, Chairman, Board of Supervisors

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

Marion Ashley, Chairman, Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY: ARVICTOR 2/11/15
MARSHAL VICTOR DATE

1 **FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT BY AND BETWEEN THE**
2 **SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE AND**
3 **CHJ CONSULTANTS**

4 **THIS FIRST AMENDMENT TO THE AGREEMENT** is made and entered into this _____ day of
5 _____, 2015, by and between the Successor Agency to the Redevelopment Agency for the County of
6 Riverside (hereinafter "AGENCY"), and CHJ Consultants (hereinafter "CONSULTANT") for the Rancho Jurupa
7 Regional Sports Park Project (PROJECT).

8 **WHEREAS**, AGENCY is the successor in interest to the Redevelopment Agency for the County of
9 Riverside pursuant to the provisions of Section 34173 of the California Health and Safety Code, acting in its
10 capacity as Successor Agency;

11 **WHEREAS**, the Redevelopment Agency for the County of Riverside (Former RDA) was a
12 redevelopment agency duly created, established and authorized to transact business and exercise its powers,
13 all under and pursuant to the provisions of the Community Redevelopment Law, which is Part 1 of Division 24
14 of the California Health and Safety Code (commencing with Section 33000 et seq.); the Former RDA was
15 terminated as of February 1, 2012 pursuant to Section 34172;

16 **WHEREAS**, the County of Riverside and the Former RDA adopted by Ordinance No. 763, on July 9,
17 1996, a redevelopment plan for the Jurupa Valley Redevelopment Project Area (hereinafter the "PROJECT
18 AREA");

19 **WHEREAS**, the Jurupa Valley Redevelopment Plan was adopted in order to eliminate blight and
20 revitalize the substandard physical and economic conditions that exist within the PROJECT AREA;

21 **WHEREAS**, pursuant to Section 34177-34181 of the Health and Safety Code, the AGENCY is
22 authorized to make and execute contracts and other instruments necessary or convenient in compliance with
23 the Enforceable Obligation Payment Schedule (EOPS) as superseded by the Recognized Obligation
24 Payment Schedule (ROPS) as adopted by the AGENCY and the Oversight Board;

25 **WHEREAS**, the proposed services are necessary in performance of an obligation of the Former RDA
26 pursuant to the EOPS or as later superseded by the ROPS;

27 **WHEREAS**, pursuant to CRL 33020(a) of the California Community Redevelopment Law
28 "redevelopment" means to conduct planning, development, and re-planning of all or part of a survey area as

1 may be appropriate and necessary in the interest of general welfare, including recreational and other facilities
2 incidental or appurtenant to them;

3 **WHEREAS**, during the design of the PROJECT it was discovered that there was an inadequate
4 supply of water for irrigation and the use of non-potable ground water from a well would be necessary;

5 **WHEREAS**, the completion of the well required two separate phases; a first phase for exploration to
6 determine if the well site would provide adequate water volume and pressure, and a second phase to install
7 the permanent pumping equipment, water storage tank reservoir and supply lines;

8 **WHEREAS**, the construction of the first phase of the well was completed on May 1, 2012 and a
9 temporary water storage tank reservoir and supply lines were installed until the second phase could be
10 completed;

11 **WHEREAS**, during construction of the PROJECT, the contractor filed a Notice of Voluntary Default
12 with the AGENCY and assigned the construction contract to its surety Federal Insurance Company, who was
13 unable to complete the remaining phase of the well;

14 **WHEREAS**, on December 10, 2013, the Board of Supervisors approved the plans and specifications
15 and allowed the AGENCY to bid the remaining phase of the well;

16 **WHEREAS**, it is an essential component for the completion of the well to provide material testing and
17 geotechnical inspection during grading, compaction, and material installation;

18 **WHEREAS**, the proposed services provided in this First Amendment to the Agreement are necessary
19 to construct the permanent irrigation well, water storage reservoir, and pumping plant to provide irrigation
20 water for the PROJECT. It is anticipated that the well and property it will be located on will be owned,
21 operated, and maintained by Riverside County Regional Park and Open-Space District;

22 **WHEREAS**, the parties entered into the original Agreement ("AGREEMENT") on February 4, 2014, to
23 provide materials testing and inspection services for the PROJECT, in the amount of Nineteen Thousand,
24 Nine Hundred Sixty-Nine Dollars (\$19,969);

25 **WHEREAS**, unanticipated high levels of groundwater and excessively moist soil conditions were
26 encountered during the initial clearing and grading which required additional testing, inspection and
27

1 monitoring services during construction. Additional materials were required to stabilize the soil conditions
2 which required additional testing and inspection as well;

3 **WHEREAS**, this First Amendment to the Agreement will compensate CHJ Consultants in the amount
4 of Thirteen Thousand, Three Hundred and Eighty-Four Dollars (\$13,384) for the additional time and
5 engineering required to facilitate the final construction of the permanent well for the PROJECT and allow the
6 AGENCY to effectuate the existing enforceable obligations; and

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

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

10 Amend Section 2. PERIOD OF PERFORMANCE to read that the full term of this Agreement shall be
11 thirteen (13) months from the date of execution.

12 Amend the first sentence of section 3. COMPENSATION to read as follows: The AGENCY shall pay
13 the CONSULTANT for services performed and expenses incurred in an amount not to exceed Thirty-Three
14 Thousand, Three Hundred Fifty-Three Dollars (\$33,353), including reimbursable expenses.

15
16 **IN WITNESS WHEREOF**, the Successor Agency to the Redevelopment Agency for the County of
17 Riverside and CONSULTANT, have executed this Agreement as of the date first above written.

18
19 **SUCCESSOR AGENCY**
20 _____
21 Marion Ashley
22 Chairman, Board of Supervisors

23 **CHJ CONSULTANTS**
24 _____
25 Robert J. Johnson, G.E.
26 President

27 **ATTEST:**
28 Kecia Harper-Ihem
Clerk of the Board

Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

Marsha Victor, Principal Deputy