

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

303



FROM: Economic Development Agency

SUBMITTAL DATE:
 March 12, 2015

SUBJECT: Riverside Public Defender/Probation Building Project - Approval of Amendment No. 4 to Architectural and Engineering Services Agreement and Approval of Amendment No. 1 to Professional Services Agreement, District 2, [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the attached Amendment No. 4 to the architectural and engineering services agreement for the Riverside Public Defender/Probation Building Project between the County of Riverside and Holt Architects, Inc. (Holt) of Rancho Mirage, California, in the amount of \$126,962, plus a reimbursable allowance of \$4,200, and authorize the Chairman of the Board to execute the agreement on behalf of the county;
2. Ratify the attached Amendment No. 1 to the professional services agreement for construction management support services for the Riverside Public Defender/Probation Building Project, between the County of Riverside and GKK Works (GKK) of Riverside, California, in the amount of \$45,000, plus a reimbursable allowance of \$2,500, and authorize the Chairman of the Board to execute the agreement on behalf of the county; and

(Continued)

Robert Field

Robert Field
 Assistant County Executive Officer/EDA

By: Mark A. Hake
 Mark A. Hake, Chief Probation Officer
 Riverside County Probation Department

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

SOURCE OF FUNDS: N/A
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

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

Prev. Agn. Ref.: 3-38 of 10/21/14; 3-20 of 7/29/14; 3-21 of 7/29/14
District: 2

Agenda Number:

3-11

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

Economic Development Agency

FORM 11: Riverside Public Defender/Probation Building Project - Approval of Amendment No. 4 to Architectural and Engineering Services Agreement and Approval of Amendment No. 1 to Professional Services Agreement, District 2, [\$0]

DATE: March 12, 2015

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

3. Authorize the Assistant County Executive Officer/EDA to administer Amendment No. 4 for Holt and Amendment No. 1 for GKK in accordance with applicable Board policies.

BACKGROUND:

Summary

On February 26, 2013, the Board of Supervisors approved the construction contract between the County of Riverside and AWI Builders, Inc. (AWI) of Pico Rivera, California, in the amount of \$14,417,500 for the Riverside Public Defender/Probation Building project.

On July 21, 2014, the Economic Development Agency (EDA) sent a Five Day Notice of Termination for Convenience via overnight mail giving AWI a five day notice of its intent to terminate the construction contract. Termination was effective on July 26, 2014 at 4:00 p.m. On July 29, 2014, the Board of Supervisors approved the Five Day Notice of Termination for Convenience and the Notice of Cessation with AWI.

Since AWI was terminated, Holt and GKK have teamed with the county to wind down AWI's contract, and bid, award and re-start the building's seismic retrofit work. The building's envelope and tenant improvement work will be bid utilizing a multi prime delivery model.

The Board of Supervisors has approved Amendments No. 1 to No. 3 for Holt in the cumulative amount of \$810,663 which represents a 155.15% increase to the original architectural and engineering services agreement amount of \$522,500. Amendment No. 4 to Holt's agreement represents work the county directed Holt to proceed with, necessary to provide assistance during the remainder of the seismic retrofit work and will compensate Holt in the amount not-to-exceed \$126,962, plus a reimbursable allowance of \$4,200 which represents a 25.10% increase.

A procurement request for construction management professional services was awarded to GKK via a purchase order in the amount of \$94,520. The county directed GKK to proceed with work described in Amendment No. 1 representing the additional construction management support for the termination of the general contractor and the analysis of final payment. Amendment No. 1 will compensate GKK in the amount not-to-exceed \$45,000, plus a reimbursable allowance of \$2,500 which represents a 50.25% increase.

Impact on Citizens and Businesses

The Riverside Public Defender/Probation Building project will accommodate the Public Defender and Probation Departments and will provide the necessary office space to account for the long term growth of both departments. The Public Defender will have the space to consolidate all operations into one building, enhancing communication and work efficiencies and resulting in an environment that will serve the community in the most effective manner possible. The Probation Department will house court officers and pre-sentence investigators who would then be in close proximity to the courts that are served. Additionally, offenders completing the court process will receive initial reporting instructions which might reduce the FTA (Failure to Appear) rates.

Architectural Contract History

(Commences on Page 3)

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

Economic Development Agency

FORM 11: Riverside Public Defender/Probation Building Project - Approval of Amendment No. 4 to Architectural and Engineering Services Agreement and Approval of Amendment No. 1 to Professional Services Agreement, District 2, [\$0]**DATE:** March 12, 2015**PAGE:** 3 of 3**Architectural Contract History**

| DESCRIPTION | AMOUNT | PERCENT | DESCRIPTION |
|---|---------------------|----------------|--|
| 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 services for Tier I seismic evaluation, furniture, and 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. |
| Amendment No. 4 Service Contract Reimbursable | 126,962 4,200 | 25.10% | Revisions to plans to highlight what remains for proper re-bid of the project; services include re- bid and extended construction administration services |
| TOTAL | \$ 1,464,325 | 180.25% | |

Professional Services Contract History

| DESCRIPTION | AMOUNT | PERCENT | DESCRIPTION |
|---|-------------------|---------------|---|
| Base Service Contract Reimbursable | 94,520 0 | 0.00% | Construction management support for the termination of the general contractor. |
| Amendment No. 1 Service Contract Reimbursable | 45,000 2,500 | 50.25% | Additional construction management support for the termination of the general contractor and the analysis of final payment. |
| TOTAL | \$ 142,020 | 50.25% | |

Additional Fiscal Information

All costs associated with this agreement will be 100% funded by Bond Proceeds, thus no net county costs will be incurred. Amendment No. 4 for Holt and Amendment No. 1 for GKK are within the project budget; therefore no budget adjustment is required at this time.

Attachments:

Amendment No. 4 for Holt Architects, Inc.

Amendment No. 1 for GKK Works

AMENDMENT NO. 4 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 Fourth Amendment as outlined and specified in Exhibit A-4 dated December 17, 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-4 dated December 17, 2014. The total amount of additional compensation paid to Architect for services under Exhibit A-4 dated December 17, 2014 shall not exceed the sum of \$126,962 for a new lump sum fee not to exceed a total of \$1,437,895, 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-4 dated December 17, 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 \$14,500,000.

- Section IV, Paragraph A.4 of the Original Agreement shall be modified to provide that reimbursable expenses shall not exceed a total of \$26,430.

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: _____
Marion Ashley, 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:

GREGORY P. PRIAMOS

By: Marsha L. Victor 3/2/15
Marsha L. Victor
Principal Deputy County Counsel
Holt Amendment No. 4

EXHIBIT A-4



Revision #3: December 17, 2014 (changes highlighted in yellow)
Revision #2: December 2, 2014
Revision #1: October 31, 2014
Original: October 24, 2014

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

RE: Amendment #4, Revision #3
Law Offices for the Public Defender + Offices for the Probation Department (LOPD+P)
4075 Main Street, Riverside, California

Dear Mr. Lombardi:

Holt Architects is pleased to provide you with this revised Proposal for Professional Services as a result of the termination of the previous Construction Contract for convenience. This Proposal is based upon our meetings, emails, and related conversations.

Change Summary:

- o Omitted: Tenant Improvement Scope of work – will be handled by a subsequent Amendment.
- o Added: Time to assist with the selection/orientation of a CM for the TI scope in January/February.

Scope of Services: For more detail, please refer to the accompanying Scope of Services Document.

- o Part 1 – Re-Bid
- o Part 2 – Construction Administration

Compensation – Base Scope: For more detail, please refer to the accompanying Worksheets.

Our proposed compensation for the Base Scope is on a not to exceed basis, as follows:

| | <u>Revision #3</u> | <u>Revision #2</u> | <u>Revision #1</u> | <u>Original</u> |
|--------------------------------|--------------------|--------------------|--------------------|------------------|
| A. Re-Bid | \$43,500 | \$33,625 | \$42,005 | \$42,005 |
| B. Construction Administration | \$87,662 | \$87,662 | \$87,662 | \$87,662 |
| Total | \$131,162 | \$121,287 | \$129,667 | \$129,667 |

Please note that reimbursable expenses will be invoiced per the accompanying 2014 Schedule.

This Proposal is valid for 60 Calendar Days. If the Scope of Work changes by 10% or more, our Fee will be revised accordingly.

We look forward to assisting you in this project. Please contact me if you need any clarification.

Sincerely,

HOLT ARCHITECTURE

Thomas Howell, Project Architect

Cc: TMH, KMD

Attachments: Scope of Services Document, Compensation Worksheets, 2014 Rate Schedule



084

Project Title: **LOPD+P**

Project Name: **LAW OFFICE OF THE PUBLIC DEFENDER & OFFICE OF THE PROBATION DEPARTMENT**

Client: **COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY**

Seismic Retrofit Services:

Revision #3: 12/17/2014 (changes highlighted in yellow)

Original Date: 10/23/2014

1.1 Re-Bid Scope of Services – General Parameters:

A. Project Description:

Project consists of improvements to an existing eight-story Office Building with basement, approximately 77,258 square-feet.

B. Construction Cost Estimate:

Part A – Seismic Retrofit: \$2,500,000.

C. Schedule:

See accompanying, separate Document for both:

1. Part 1A – Seismic Retrofit.
2. Part 1B – Other Tenant Improvements.

D. Program:

1. Part A – Seismic Retrofit: No changes as part of this Scope of Work.
2. Part B – Other Tenant Improvements: No changes from previous approved Probation Department Tenant Improvements changes to the first and second floor and incorporation of the minor revisions to Public Defender spaces on floors 3 thru 8 as a result of the Probation Department Tenant Improvements.

E. Construction Delivery Method:

Part A – Seismic Retrofit: Owner will utilize both EZIQC and/or JOC procurement methods.

F. Sustainable Certification:

LEED or other is not required.

1.2 Re-Bid Services and Deliverables provided by the Architect:

A. Pre-Bid Services:

1. Review/evaluation of status of work related to the Seismic Retrofit completed under previous Contract.
2. Assistance in determining Scope of Work required to re-bid and undertake Seismic Retrofit separate from Other Building Improvements.
3. Assistance in determining best Construction Procurement Method.

4. Schedule preparation.
5. Surveys:
 - a. Omitted - Building Scan, Interior and Exterior.
 - b. Below Ground Survey of Alley by C-Below – will be provided by Owner via ACI (EZIQC Contractor).
- B. Bid Services related to EZIQC contracting method:
 1. Attendance at Pre-Bid Conferences.
 2. Contractor Interview and Qualification review process.
 3. RFI coordination.
 4. Addendum coordination.
 5. Coordination with Gordian Group (Construction Procurement Consultant for the County).
- C. Document and/or Bid Services related to JOC contracting method:
 1. Removal of Fire Sprinkler System in conflict with Seismic Retrofit.
 2. Removal of Mechanical System installed.
 3. Relocation of Sewer POC to utility and additional beyond Retrofit.
- D. Services not included:

Any service not specifically listed above.

1.3 CA Services provided by the Architect for the Seismic Retrofit:

- A. Project Team Coordination.
- B. Weekly Meetings: Conduct, prepare Agendas and Minutes.
- C. Review, evaluation and coordination of responses to RFIs.
- D. Review, evaluation and coordination of responses to Substitutions.
- E. Review, evaluation and coordination of responses to Submittals.
- F. Review, evaluation and processing Documents related to Changes in Scope of Work, in conjunction with the Gordian Group.
- G. Review and Processing of Pay Applications, including evaluation of corresponding review of As-Built Documentation (Preparation by Contractor).
- H. Provide Quarterly Progress Reports for the Owner's Board of Supervisors.
- I. Punchlist review and coordination.
- J. Project Close-Out.

| LOPD+P Compensation Schedule - Part A | | | | | | | | | | | | |
|---------------------------------------|--------------|---|-----|---------------|----------------|-------|-------|----------|-------------------|--------------------|--------------------|--|
| Re-Bid of the Seismic Retrofit | | | | | | | | | | | | |
| Aspect | Ref# | Service | Qty | Time per Item | Hours per week | Weeks | Hours | Fee | Staff | Item Amount | Aspect Total | |
| Consultants | 1 | Building Scan - Omitted (Owner will provide via ACI if needed) | | | | | | | | \$0.00 | \$0.00 | |
| | 2 | Alley Below Ground Survey - Omitted (ACI is providing) | | | | | | | | \$0.00 | | |
| | 3 | August Time | | | | | | | Tom/Ruben | \$4,300.00 | | |
| | 4 | September Time | | | | | | | Tom | \$3,200.00 | | |
| | 5 | October Time | | | | | | | Tom/Ruben/Jose | \$8,000.00 | | |
| Architectural | 6 | November/December Time for related TI Coordination | | | | | | | Tom/Ruben/Jose | \$5,500.00 | | |
| | 7 | Allowance for assistance in selection/coordination of CM for TI in January/February | | | | | | | | \$12,000.00 | | |
| | 8 | Sewer Relocation Coordination | | | | | 24.00 | \$115.00 | Jose/Ruben/Steven | \$2,760.00 | \$43,500.00 | |
| | 9 | Hazardous Material Coordination | | | | | 8.00 | \$115.00 | Jose/Ruben/Steven | \$920.00 | | |
| | 10 | Building Scan Coordination | | | | | 8.00 | \$115.00 | Jose/Ruben/Steven | \$920.00 | | |
| | 11 | Alley Below Ground Survey Coordination | | | | | 8.00 | \$115.00 | Jose/Ruben/Steven | \$920.00 | | |
| | 12 | Geotechnical | | | | | 8.00 | \$115.00 | Jose/Ruben/Steven | \$920.00 | | |
| | 13 | Principal Architect Project Oversight | | | | | 16.00 | \$175.00 | Tim | \$2,800.00 | | |
| | 14 | Reimbursables (3 Months) | | 3 | | | | \$400.00 | All | \$1,200.00 | | |
| | 15 | Invoicing | | 1 | 1.00 | | | \$60.00 | Kelly | \$60.00 | | |
| | Total | | | | | | | | | \$43,500.00 | \$43,500.00 | |

LOPP+P Fee Breakdown
 Amendment #4 - Revision #2
 12/2/2014

| LOPP+P Compensation Schedule - Part 2a | | | | | | | | | | | |
|---|--------------|--|-----|---------------|----------------|-------|--------|----------|-------------------|--------------------|--------------|
| Construction Administration of Seismic Retrofit | | | | | | | | | | | |
| Aspect | Ref # | Service | Qty | Time per Item | Hours per week | Weeks | Hours | Fee | Staff | Item Amount | Aspect Total |
| Architectural | 1 | Daily Site visits / Weekly Meetings / Project Coordination | | | 16.00 | 18 | 288.00 | \$115.00 | Jose/Ruben/Steven | \$33,120.00 | \$87,662.00 |
| | 2 | Weekly Meetings / Project Oversight | | | 8.00 | 18 | 144.00 | \$152.00 | Tom | \$21,888.00 | |
| | 3 | Pay Applications (4 months + 1/2 Retention + Final) | | 6 | 2.00 | | 12.00 | \$152.00 | Tom | \$1,824.00 | |
| | 4 | CORs / CCDs - Includes corresponding CO(s) | | 20 | 3.00 | | 60.00 | \$115.00 | Jose/Ruben/Steven | \$6,900.00 | |
| | 5 | Inspection Report Coordination | | 6 | 1.00 | | 6.00 | \$115.00 | Jose/Ruben/Steven | \$690.00 | |
| | 6 | Observation Report Coordination | | 6 | 1.00 | | 6.00 | \$115.00 | Jose/Ruben/Steven | \$690.00 | |
| | 7 | RFI Responses | | 80 | 1.00 | | 80.00 | \$115.00 | Jose/Ruben/Steven | \$9,200.00 | |
| | 8 | Submittal/Substitution Responses | | 24 | 1.00 | | 24.00 | \$115.00 | Jose/Ruben/Steven | \$2,760.00 | |
| | 9 | Instruction Bulletins (IB's) | | 8 | 2.00 | | 16.00 | \$115.00 | Jose/Ruben/Steven | \$1,840.00 | |
| | 10 | Quarterly Progress Report | | 2 | 2.00 | | 4.00 | \$115.00 | Jose/Ruben/Steven | \$460.00 | |
| | 11 | Punchlist Walks + Close-Out Coordination | | | | 1.00 | 18 | 18.00 | Jose/Ruben/Steven | \$1,840.00 | |
| | 12 | Principal Architect Oversight | | | | | | \$175.00 | Tim | \$3,150.00 | |
| | 13 | Reimbursables (per month) | | 5 | | | | \$600.00 | All | \$3,000.00 | |
| | 14 | Invoicing | | 5 | 1.00 | | | \$60.00 | Kelly | \$300.00 | |
| | Total | | | | | | | | | \$87,662.00 | |



2014 HOURLY RATE AND EXPENSE SCHEDULE

HOLT ARCHITECTURE STAFF

| | |
|---------------------------|----------|
| Senior Principal | \$175.00 |
| Principal Architect | \$152.00 |
| Project Architect | \$135.00 |
| Project Manager | \$115.00 |
| Designer | \$90.00 |
| CAD Technician | \$80.00 |
| Word Processor | \$60.00 |
| Office Technician/Courier | \$45.00 |

CONSULTANTS

| | |
|---|------------|
| Services of outside Consultants for additional services beyond the Basic Services of the Agreement such as Structural Engineer, Mechanical Engineer, Electrical Engineer, Civil Engineer, Soils and Testing Laboratories and Landscape Architect: | Cost + 15% |
|---|------------|

REIMBURSABLE EXPENSES

| | |
|--|-----------------------|
| Photocopies | \$0.20 - \$2.00 Each |
| In-House Reproduction | \$4.00 - \$12.00 Each |
| Computer Plotter | \$4.00 - \$21.00 Each |
| Vehicle Mileage | \$0.80 Mile |
| Postage, Reproduction, Special Photography, Printing, etc. performed by Subcontractor, Aerial Photogrammetry, Delivery Service | Cost + 15% |

*Rates Effective through 12/31/2014

AGREEMENT FOR PROFESSIONAL SERVICES
COUNTY OF RIVERSIDE AND GKK WORKS
PROFESSIONAL SERVICES ASSOCIATED WITH
PUBLIC DEFENDER/PROBATION BUILDING

AMENDMENT NO. 1

THE COUNTY OF RIVERSIDE and GKK WORKS hereby agree to amend that certain agreement for Professional Services entered into on September 15, 2014. 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 three (3) page(s), attached hereto and incorporated herein, for the purpose of CONSULTANT providing extended Construction Management Services.”
- 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 September 15, 2014, and Exhibit A-1 of the First Amendment. The total amount of compensation paid to CONSULTANT for services under Exhibit A shall not exceed the sum of Eighty Four Thousand Five Hundred Twenty (\$84,520) Dollars, plus reimbursable expenses not to exceed Ten Thousand (\$10,000) Dollars. The total amount of additional compensation paid to CONSULTANT for services under Exhibit A-1 shall not exceed the sum of Forty Five Thousand (\$45,000) Dollars, plus reimbursable expenses estimated not to exceed Two Thousand Five Hundred (\$2,500) Dollars, for a new lump sum fee not exceed One Hundred Twenty Nine Thousand Five Hundred Twenty (\$129,520) Dollars, plus reimbursable expenses estimated not to exceed Twelve Thousand Five Hundred

(\$12,500) Dollars, unless a written amendment to this Agreement is executed by both parties prior to performance of additional services.

- 3.2 Reimbursable expenses are defined in Exhibit A. No single reimbursement shall exceed \$500.00 without the prior written consent of the Deputy Director, Economic Development Agency, Project Management Office (or designee).
- 3.3 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: _____

Marion Ashley, Chairman
Board of Supervisors

CONSULTANT:

GKK Works

By:  _____

Van Allen

Title: Principal, Construction Services
Address: 3600 Lime Street, Suite 411
Riverside, CA 92501

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____

Deputy

APPROVED AS TO FORM:

GREGORY P. PRIAMOS

By:  3/2/15

Marsha L. Victor
Principal Deputy County Counsel

GKK Amendment No 1

EXHIBIT A-1



planning | architecture | construction

3600 Lime Street, Suite 411 | RIVERSIDE | CA 92501
951 801 7124 | 949 955 2708 fax | www.gkkworks.com

November 26, 2014

Mr. Dominick Lombardi
Project Manager
County of Riverside EDA
3403 Tenth St., Suite 400
Riverside, CA 92501

RE:

**Riverside County Public Defender's Office Remodel
Construction Management Support Services
PO FMARC 55181
Contractor Termination Support**

Dear Dominick,

Thank you again for the opportunity to continue our construction management services for this project, including our recent support of the EDA's recent termination for convenience of the project's general contractor. As you are aware, based on discussions with our project manager, Rob Good, our project PO FMARC-55181, including the Optional Services contingency is almost fully committed and expended. Our estimated contract balance at the close of November 2014 is approximately \$ 1,000.

The termination for convenience of the project's general contractor requires a number of unique support services and assessment in order to appropriate safeguard the County's interests. To date, gkkworks' assessment of schedule impact, material inventories, assessment of pay applications, and strategic review of both resolution and "go forward" options have provided critical technical information for many of the County's activities related to the termination. At this point in time, we are aware of several specific ongoing and upcoming needs:

- 1) Finalization of review and evaluation of Pay Applications 9 and 10
- 2) Assessment and option development for loose goods/material valuation and return
- 3) Valuation of work in place
- 4) Determination of subcontractor payment status
- 5) Review of pending change orders

We anticipate that, in addition to the activities listed above, the County may require continued support on an as-needed basis for other specific actions to enable the County's successful conclusion of its business relationship with the project's former contractor and implementation of measures allowing the project's completion. gkkworks' staff has existing specific project knowledge that allows us to quickly provide a seamless supporting team to engage and resolve these project issues as they emerge over the upcoming months.

In order that our staff may be available to respond to your needs, we are providing an additional services proposal for the basic services identified above. Due to the unknown level of effort that EDA may require or the level of cooperation that will be provided by the project's former Contractor or its subcontractors and vendors, our time and materials fee estimate below is approximate and will require greater definition/allocation as project tasks are directed by the County. Due to the unknown detail of potential services necessary to support the County's termination and project re-start activities, we are proposing a contingency fund in addition to these Basic Services. This contingency fund will be used only upon the County's prior written authorization in order to support services other than those identified below that are required during this transition period.

Basic Services:

- 1) Finalization of review and evaluation of Pay Applications 9 and 10**
Provide formal review, detail evaluation and justification of recommended payment/non-payment for each of these payment applications
- 2) Assessment and option development for loose goods/material valuation and return**
Initial assessment and discussion of County options for return of loose building systems and materials in progress, including dialogue and contact with some of former Contractor's vendors/subcontractors. Conclusion and implementation of this activity is necessary so that County's liability is minimized and capped.
- 3) Valuation of work in place**
Assessment of work in place and work requiring removal due to non-compliance in order to "reset" the project budget and establish the extent/value of such work for purposes of termination
- 4) Determination of subcontractor payment status**
Evaluation of stop notices, discussion with subcontractor/vendor community to ascertain County's potential liability relative to compliant work placed.
- 5) Review of pending change orders**
Review and assessment of County's liability relative to pending change orders anticipated to be submitted by former project Contractor.
- 6) Reimbursable Allowance – inclusive but not limited to items such as printing, provision of equipment pertinent to the above tasks, and or mileage over and above reporting to the project site or to EDA's office. An example of mileage would be travel to inventory stored goods at contractor warehouses. Reimbursables are subject to the County's prior direction and approval.**

Our NTE proposed fee estimate for these services is as follows:

Fee Proposal

| | Time & Materials Not to Exceed* |
|---|--|
| Basic Services | |
| 1) Activities listed above in Items 1 - 5 | \$ 25,000.00 |
| 2) Reimbursables as described in Item 6 | \$ 2,500.00 |
| Subtotal Basic Services | \$ 27,500.00 |
| Optional Services | |
| As Directed by the County | \$ 20,000.00 |
| Total Proposed Contract Sum | \$ 47,500.00 |

***Hourly Rates: (Rate Schedule based on PO FMARC-55181
w/ addition of Senior Cost Estimator)**

| | |
|---------------------------|-----------|
| Project Director | \$ 165.00 |
| Pre-Construction Director | \$ 160.00 |
| Senior Project Manager | \$ 140.00 |
| Senior Scheduler | \$ 140.00 |
| Senior Cost Estimator | \$ 140.00 |

Our fee estimate is based on our best available knowledge as of this date. We have not included any "general conditions" for on-site housing of our CM staff.

We appreciate your review of this proposal. With your authorization of this proposal and receipt of a purchase order, we will immediately initiate services as directed. If you have any questions please don't hesitate to call me at (949) 378-0416.

Respectfully,



Van Allen, AIA, DBIA
Principal, Construction Services