

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

326



FROM: Economic Development Agency

SUBMITTAL DATE:
June 28, 2011

SUBJECT: Palm Desert Sheriff Station – Amendments No. 1 and No. 2

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the attached Amendment No. 2 to the Architectural and Engineering Services Agreement between the County of Riverside and HDR Architects Inc., in the amount of \$115,047 and authorize the Chairman of the Board to execute the agreement on behalf of the county; and
2. Ratify the attached Amendment No. 1 to the Professional Services Agreement between the County of Riverside and Kitchell CEM, Inc., in the amount of \$55,960 and authorize the Chairman of the Board to execute the agreement on behalf of the county.

BACKGROUND: (Commences on Page 2)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 171,007	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Riverside County Palm Desert Finance Authority Bond Proceeds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: July 12, 2011
xc: EDA, CIP, Auditor

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 3.16 of 12/14/10; 3.27 of 9/28/10 District: 4 Agenda Number: **3.19**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
DATE 6/24/11
BY: *Paul Angulo*
MARSHAL L. VICTOR

Dep't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

REVIEWED BY CIP
Christopher Hans
Christopher Hans

PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: *Samuel Wong*
SAMIUEL WONG

BACKGROUND:

On June 5, 2007, the Board of Supervisors approved the Architectural and Engineering Services Agreement between the County of Riverside and HDR Architecture, Inc., in the amount of \$1,892,250, plus a reimbursable allowance of \$30,000. During the construction of the project, additional design and construction management services were required for the successful completion of the project. HDR Architecture provided additional design services such as civil engineering, commissioning, and construction management. As a result of these additional services, Amendment No. 2 will compensate HDR Architecture in the amount not-to-exceed \$115,047.

On November 25, 2008, the Board of Supervisors approved the Owner's Representative Services Agreement between the County of Riverside and Kitchell CEM, Inc., in the amount of \$700,130, plus a reimbursable allowance of \$5,000. Kitchell CEM provided additional construction management services that assisted with the final closeout of the project. As a result of these additional services, Amendment No. 1 will compensate Kitchell CEM in the amount not-to-exceed \$55,960.

All costs associated with this agreement will be fully funded by Riverside County Palm Desert Finance Authority Bond Proceeds, thus no additional net county costs will be incurred.

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**FIRST AMENDMENT TO THE PROFESSIONAL
SERVICES AGREEMENT BY AND BETWEEN THE
COUNTY OF RIVERSIDE AND KITCHELL CEM,
INC. FOR CONSTRUCTION MANAGEMENT SERVICES**

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (the "1st AMENDMENT") is entered into on this 12th day of July 2011, by and between KITCHELL CEM, INC. (herein referred to as "CONSULTANT" or "Consultant"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY" or "County").

WITNESSETH:

WHEREAS, the parties entered into the original Agreement on November 25, 2008 to provide construction management services for the Palm Desert Sheriff Station in the amount of \$700,130 plus reimbursable expenses estimated to not exceed \$5,000; and

WHEREAS, the scope of services has been expanded to include additional costs to provide continued construction management services related to the construction and closeout phases required for successful completion of the project; and

WHEREAS, the County is requesting that the Consultant provide these additional services; and

WHEREAS, the cost to provide the aforementioned consulting services is \$55,960 and is described in "Exhibit A-1" (attached hereto); and

WHEREAS, the total cost is now \$756,090.

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

A. Section 1 of this Agreement is hereby amended in its entirety to read as follows:

JUL 12 2011 3:19

1 **1. SCOPE OF WORK:** Consultant shall perform project management
2 services for the Project described as the Palm Desert Sheriff Station. Consultant shall
3 provide all services as outlined and specified in Exhibit "A" to the Agreement and the
4 attachment "Exhibit A-1" to the First Amendment, attached hereto and by this reference
5 made a part hereof unless the work is altered by written amendment(s). All applicable
6 indemnification provisions in the Agreement shall remain in effect throughout the term
7 of the Agreement and any Amendments thereof.

8 **B.** Section 2 of this Agreement is hereby amended in its entirety to read as follows:

9 **2. PERIOD OF PERFORMANCE.** Consultant shall commence performance of
10 services on Notice to Proceed after execution of this agreement, and shall diligently
11 perform the services to full completion of the Project as required and in accordance
12 with the schedule noted in Exhibit "A" and in Exhibit "A-1", unless sooner terminated as
13 specified in Paragraph 8, or extended as provided in Paragraph 13. All applicable
14 indemnification provisions in this Agreement shall remain in effect following the
15 termination of this Agreement.

16 **C.** Section 3.1 of this Agreement is hereby amended in its entirety to read as
17 follows:

18 **3. COMPENSATION, SUB-SECTION 3.1.** County shall pay to Consultant for
19 services performed and expenses incurred in accordance with the terms of this
20 Agreement set forth in Exhibit "A" and Exhibit "A-1". The total amount of compensation
21 paid to the Consultant under this Agreement shall not exceed the sum of seven
22 hundred fifty six thousand and ninety dollars (\$756,090) plus reimbursable expenses
23 estimated not-to-exceed five thousand dollars (\$5,000) per Exhibit "A" and Exhibit "A-
24 1", unless a written amendment to this Agreement is executed by both parties.

25
26 **EXCEPT AS MODIFIED HEREIN,** all other terms and conditions of the Agreement
27 shall remain the same and in full force and effect.

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1 IN WITNESS WHEREOF, the CONSULTANT and the COUNTY have executed this
2 AMENDMENT as of the date first above written.

3 COUNTY OF RIVERSIDE

4 CONSULTANT
5 KITCHELL CEM, INC.

6 By: Bob Buster
7 Bob Buster
8 Chairman, Board of Supervisors

9 By: [Signature] 4/7/2011
10 Russell Fox, President

11 APPROVED AS TO FORM:

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14 BY [Signature] 6/24/11
15 Deputy County Counsel

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19 ATTEST:
20 Kecia Harper-Ihem
21 Clerk of Board

22 By [Signature]
23 Deputy
24 (Seal)



August 6, 2010

Jason Plotkin
Project Manager
County of Riverside, EDA
3403 10th Street, 4th Floor
Riverside, CA 92501

RE: PDSS Construction Management Services - Extension

Dear Mr. Plotkin,

Kitchell CEM is providing a cost proposal for continued construction management services related to the Construction and Closeout Phases on the Palm Desert Sheriff Station. Per your request, **we will continue to utilize Michael Villegas from the existing project team as your Construction Manager.** Michael is a LEED Accredited Professional and has existing, on-site project experience.

The hourly rate for continued construction management services is \$149 per hour, not to exceed \$55,960. The extension will be retroactive as of July 1, 2010 and continue through September 30, 2010.

We appreciate the opportunity to be of further service to the County of Riverside. As you review our proposal, should you have any questions, please call me at 909.724.4119.

Respectfully,



Domingo Camarano
Regional Executive

Kitchell CEM

2990 East Inland Empire Blvd. | Suite 114 | Ontario, California 91764 | Phone 909.724.4119 | Fax 909.466.0232 | www.kitchell.com

Construction Management Services: Kitchell CEM, Incorporated

Date: July 1, 2010

Project Number: Palm Desert Sheriff Station #FM08250003764


Letter Agreement Amendment to Master Agreement for Construction Management Services with Kitchell CEM, Incorporated

That certain Owner/Construction Manager Agreement (Agreement) dated November 25, 2008 by and between County of Riverside (County) and Kitchell CEM, Incorporated (Construction Manager), with respect to providing Construction Management Services is hereby amended, modified, and revised as follows:

Scope of Work:	Provide construction management services for this project as provided in the Agreement.
Construction Manager	Construction Manager and other support services as required.
Compensation:	Hourly Rate: \$149.00
Reimbursable Expenses:	Not to Exceed: \$5,000.00
Total Compensation:	Not to Exceed: \$55,960.00
Sub-Consultants Required:	None
Schedule:	July 1, 2010 – September 30, 2010

Kitchell CEM, Incorporated
2910 East Inland Empire Blvd., Suite 100
Ontario, CA 91764

County of Riverside
3403 10th Street, 4th Floor
Riverside, CA 92501

By 
Domingo Camarano August 6, 2010
Regional Executive
Kitchell CEM, Inc

By _____ August 6, 2010
Jason Plotkin
Project Manager
County of Riverside, EDA

1 **SECOND AMENDMENT TO THE OWNER/ARCHITECT AGREEMENT**
2 **BY AND BETWEEN THE**
3 **THE COUNTY OF RIVERSIDE**
4 **AND**
5 **HDR ARCHITECTURE, INC. FOR THE PALM DESERT SHERIFF STATION**
6 **PROJECT**

7 **THIS SECOND AMENDMENT TO THE CONSULTING SERVICES**
8 **AGREEMENT (the "2ND AMENDMENT") is entered into on this 12th day of**
9 **July 2011, by and between HDR ARCHITECTURE, INC. (herein referred to**
10 **as "ARCHITECT" or "Architect"), and the COUNTY OF RIVERSIDE, a political**
11 **subdivision of the State of California, (herein referred to as "COUNTY" or**
12 **"County").**

13 **WITNESSETH:**

14 **WHEREAS,** the parties entered into the original Agreement on June 5, 2007 to
15 provide architectural design and consulting services for the Palm Desert Sheriff Station
16 in the amount of \$1,892,250 with a reimbursable expense of \$30,000; and

17 **WHEREAS,** the parties entered into a First Amendment to the original
18 Agreement on November 25, 2008 for additional design services in the amount of
19 \$485,938 and additional reimbursable expenses of \$5,913; and

20 **WHEREAS,** the scope of services required for successful completion of the
21 project has been expanded to include but not limited to additional construction
22 management, design, and commissioning services, and

23 **WHEREAS,** the County is requesting that the Consultant provide these
24 additional services; and

25 **WHEREAS,** the cost to provide the aforementioned services is \$115,047 and is
26 described in "Exhibit A-2" (attached hereto); and

27 **WHEREAS,** the total cost of the Agreement is now \$2,493,235; and
28

1 **WHEREAS**, the reimbursable expenses remained the same in the amount of
2 \$35,913;

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

5 **A.** Section II, SCOPE OF SERVICES, of this Agreement is hereby amended in its
6 entirety to read as follows:

7 **II. SCOPE OF WORK:** The Architect shall perform all services and other
8 activities necessary to design and prepare construction documents ready to advertise
9 and receive bids, perform construction management and commissioning services for
10 the project in accordance with the terms of this Agreement, the First Amendment, and
11 the Second Amendment attached hereto, and as outlined in the attached Exhibit "A" to
12 the Agreement, Exhibit "A-1" to the First Amendment, and Exhibit "A-2" to the Second
13 Amendment incorporated herein and by this reference made part hereof.

14 **B.** Section IV, ARCHITECT'S COMPENSATION, subsection A.1 – Determination
15 of Amount of this Agreement is hereby amended to include the following:

16 **A.1 DETERMINATION OF AMOUNT:** The COUNTY shall pay the Architect for
17 services performed and expenses incurred in accordance with the terms of this
18 Agreement set forth in Exhibit "A", Exhibit "A-1" of the First Amendment, and Exhibit "A-
19 2" of the Second Amendment. The total amount of compensation paid to the Architect
20 under this Agreement shall not exceed the sum of two million four hundred ninety three
21 thousand two hundred and thirty five dollars (\$2,493,235) and a reimbursable expense
22 of thirty five thousand nine hundred and thirteen dollars (\$35,913)s unless a written
23 amendment to this Agreement is executed by both parties.

24
25 **EXCEPT AS MODIFIED HEREIN**, all other terms and conditions of the Agreement
26 shall remain the same and in full force and effect.

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1 IN WITNESS WHEREOF, the ARCHITECT and the COUNTY have executed
2 this AMENDMENT as of the date first above written.

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4 COUNTY OF RIVERSIDE

HDR ARCHITECTURE, INC.

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6 By: Bob Buster
7 Bob Buster
8 Chairman, Board of Supervisors

By: Alan Korth
Alan Korth, Senior Vice President

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11 APPROVED AS TO FORM:

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14 BY: Y. R. Korth 6/24/11
15 Deputy County Counsel

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19 ATTEST:
20 Kecia Harper-Ihem
21 Clerk of Board

22 By: Kecia Harper-Ihem
23 Deputy
24 (Seal)

April 07, 2011

Jason Plotkin
County of Riverside
Economic Development Agency
3403 Tenth Street, Suite 300
Riverside, CA 92501

Re: HDR Project # 65939
Palm Desert Sheriff Station
Additional Services

Dear Jason,

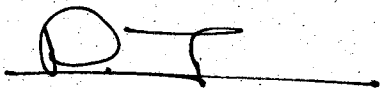
Per your request I am submitting this proposal for all Additional Services performed on Palm Desert Sheriff Station during Construction Administration phase. Add services included work by our consultants (GFRC, Mollenhauer, Syska Hennessy) and HDR team (MEP, Structural, Architectural).

Please refer to attached Matrix for details including dates, descriptions of services and amounts.

Total "Add Services" fee for the Scope of Work as defined above is a lump sum of: **One Hundred, Fifteen Thousand, Forty Seven Dollars (\$115,047.00).**

Sincerely

HDR Architecture, Inc



Pari Tivay, AIA, LEED AP
Project Architect

Date	Additional Service, Scope of Work	Firm	Amount	Comment
8/19/2009	Bulletin #8, Fuel Depot revisions due to regulatory changes	GFRC	\$1,000	Invoice from GFRC
11/12/2009	Bulletin #17, statue base design	HDR	\$7,008	Proposal previously submitted
12/17/2009	Street improvement revision to avoid Verizon manhole	Mollenhauer	\$3,200	Proposal previously submitted
2/22/2010	Bulletin #18, add 220 volt outlets in Vehicle Bays	HDR	\$1,330	Proposal previously submitted
3/18/2010	Street improvement revision to accommodate left turn	Mollenhauer	\$4,260	Proposal previously submitted
3/26/2010	Bulletin #19, dedicated water line to C.T., new sample box, antenna grounding revision, provisions for C.T. discharge	HDR	\$5,866	Proposal previously submitted
8/25/2010	Extended services for month of August & September	HDR	\$32,000	Proposal previously submitted
8/19/2010	Civil extra services attributed to City of PD issues. Original requested amount \$65,679	Mollenhauer	\$44,000	Subject to County's evaluation
10/4/2010	Commissioning additional services due to incremental Cx	Syska Hennessy	\$11,583	Proposal by Syska Hennessy
10/25/2009	SPCC plan	GFRC	\$4,800	Proposal by GFRC (attached)
	Total		\$115,047	