

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Redevelopment Agency

SUBMITTAL DATE:

May 12, 2011

SUBJECT: Mead Valley Library – First Amendment to Consulting Services Agreement

RECOMMENDED MOTION: That the Board of Directors:

Approve and authorize the Chairman to execute the First Amendment to the Agreement between DLR Group WWCOT for additional design and engineering services in the amount of \$442,000.

BACKGROUND: On August 31, 2010, the Redevelopment Agency entered into an agreement with DLR Group WWCOT to prepare plans and specifications for a new library on the northwest corner of Clark Street and Oakwood Street in Mead Valley, an unincorporated community of Perris. During the initial programming phase of the project, it was discovered that the original 10,000 square foot concept would not be adequate to serve the community needs and subsequently the design grew to accommodate the additional requested services.

Robert Field
Executive Director

| | | | | |
|-----------------------|-------------------------------|------------|-------------------------|---------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 442,000 | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 0 | For Fiscal Year: | 2010/11 |

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

| | | |
|--|----------------------------------|--------------------------|
| SOURCE OF FUNDS: Interstate 215 Corridor Redevelopment Project Area Capital Improvement Funds – Mead Valley Sub-Area | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: Elizabeth J. Olson

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

On motion of Supervisor Benoit, 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: May 24, 2011
xc: RDA, Auditor

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

Prev. Agn. Ref.: 4.1 of 8/31/2010

District: 1

Agenda Number:

4.2

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: 5/9/11
 DATE: 5/9/11
 DEPARTMENT: SAMUEL WONG
 FORM APPROVED COUNTY COUNSEL
 BY: 4/29/11
 DATE: 4/29/11
 DEPARTMENT: MARSHAL VICTOR

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

BACKGROUND: (Continued)

It was also requested that a community room be added to the library to accommodate both library functions and external functions during and after regular operating hours. This change in scope required additional architectural, structural, electrical, mechanical, and plumbing engineering services.

It was also decided during the programming that a solar panel installation would assist the project in meeting energy savings and reducing operating costs. This required additional architectural and electrical engineering work.

The change in scope increased the overall size library to 22,000 square feet. The First Amendment of \$442,000 will fund the additional design and engineering services. The total contract amount with DLR Group WWCOT will be \$942,800.

Attachment: First Amendment to the Consulting Services Agreement by and between the Redevelopment Agency for the County of Riverside and DLR Group WWCOT for the Mead Valley Library Project (3 copies)

1 **FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT**
2 **BY AND BETWEEN THE REDEVELOPMENT AGENCY**
3 **FOR THE COUNTY OF RIVERSIDE**
 AND DLR GROUP WWCOT FOR THE MEAD VALLEY LIBRARY PROJECT

4 **THIS FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT**
5 for the Mead Valley Library Project by and between the Redevelopment Agency for the
6 County of Riverside and DLR Group WWCOT ("First Amendment") is made and entered
7 into, by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF
8 RIVERSIDE, a public body corporate politic in the State of California, herein referred to
9 as "AGENCY," and DLR GROUP WWCOT, a Professional Corporation under the laws
10 of the State of California, herein referred to as "ARCHITECT," mutually agree as
11 follows, effective date of execution:

12
13 **RECITALS**

14 **WHEREAS**, the AGENCY entered into the original agreement on August 31,
15 2010 ("Original Agreement");

16 **WHEREAS**, the AGENCY has determined that the scope of services in the
17 Original Agreement has considerably expanded;

18 **WHEREAS**, the AGENCY is requesting that the ARCHITECT provide design
19 services to incorporate the additional scope of services requested;

20 **WHEREAS**, ARCHITECT shall perform the services described in Exhibit 'A-1' of
21 the First Amendment through project completion unless the work program is altered by
22 written amendments pursuant to the provisions in Section 3 of the Original Agreement;

23 **WHEREAS**, the ARCHITECT and has agreed to provide such additional services
24 to AGENCY for the additional amount of \$442,000.

25 **NOW, THEREFORE**, in consideration of the mutual covenants contained herein
26 and providing that all other sections not amended remain intact, the parties hereto
27 agree as follows:
28

MAY 24 2011 4.2

1 I. Section II of the Original Agreement is hereby amended to add the following
2 sentence:

3 SCOPE OF WORK. ARCHITECT shall provide the additional professional
4 services, which are described in Exhibit "A-1" to this agreement, attached hereto
5 and incorporated herein by this reference.

6 II. Section III of the Original Agreement is hereby amended by modifying the
7 introductory sentence to read as follows:

8 ARCHITECT shall render the following services and related services as listed in
9 Exhibit "A" and Exhibit "A-1".

10 III. Section III subparagraph H of the Original Agreement is hereby amended in its
11 entirety to read as follows:

12 H. TIME OF PERFORMANCE. ARCHITECT agrees it will diligently and
13 responsibly pursue the performance of the services required of it by the Original
14 Agreement and this First Amendment to Agreement and will deliver the
15 construction contract documents suitable for bidding within ten (10) months of
16 execution of the Original Agreement by all parties thereto unless extended upon
17 mutual agreement or due to events beyond direct control of ARCHITECT.

18 III. Section IV subparagraph A of the Original Agreement is hereby amended to read
19 as follows:

20 A. DETERMINATION OF AMOUNT. For the services hereinabove required,
21 and pursuant to the First Amendment to this Agreement, AGENCY shall pay to
22 ARCHITECT in the manner hereafter provided, a fee of Four Hundred Forty-Two
23 Thousand dollars (\$442,000), and shall be paid as provided in paragraph IV, C,
24 Payment.

1 IN WITNESS HEREOF, the parties hereto have caused their duly authorized
2 representatives to execute this First Amendment on
3 MAY 24 2011

4 (To be filled in by Clerk of the Board)

5
6 **REDEVELOPMENT AGENCY FOR
THE COUNTY OF RIVERSIDE**

DLR Group WWCOT

7 *Bob Buster*

8 *David M. ...*
9 *PRINCIPAL*

10 **BOB BUSTER**
11 Board of Directors

Title

12 **APPROVED AS TO FORM:**

13
14 By *Kecia Harper-Ihem* 4/14/11
15 Agency Counsel

16
17 **ATTEST: KECIA HARPER-IHEM**
Clerk of the Board

18
19 By *Kecia Harper-Ihem*
20 Deputy

EXHIBIT "A-1"

December 5, 2010

via email to rtsagris@rivcoeda.org

4280 Latham Street
Suite H
Riverside, CA 92501

o: 951/682-0470
f: 951/682-1801
dlrgroup.com | wwcot.com

Ms. Rebecca Tsagris
Sr. Project Manager
Riverside County Economic Development Agency
3403 10th Street, Suite 500
Riverside, CA 92501

Re: Project Name: Riverside County EDA – Mead Valley Library Additional Service No. 1 Proposal
DLR Group WWCOT Project No.: 75-10621-00

Dear Rebecca:

Based on programming and schematic design meetings held with the Riverside County Economic Development Agency (EDA) representatives, Riverside County Supervisor Buster's representatives, County of Riverside Librarians and other various County of Riverside representatives, we have developed the following proposal for additional services for the new Mead Valley Library located on the northeast corner of Clark Street and Oakwood Street in the unincorporated community of Mead Valley.

1.0 Project Description

1.1 The Project is a new structure to house a proposed library that was originally to be designed at 10,000 GSF. Through programming sessions establishing the needs of the library in this specific community with EDA, County Librarians, and Supervisor Buster's representatives, the new library will now be 22,300 GSF. Located on approximately 3.24 acres (APN: 318-120-045) the project will be designed and constructed to achieve the LEED Certified level of certification by the US Green Building Council. The project will be delivered in the traditional design-bid-build method. The project is funded with Redevelopment Project Area funds and shall incorporate a functional layout for a library with increased book capacity, a 3,440 GSF community room that can be used separately from the library, parking for 115 cars, a private courtyard for library patrons and appropriate aesthetic design for the community. Timeframe for design is now estimated to be 10 to 11 months and construction is estimated to be 12 months.

2.0 Additional Scope of Work

2.1 Program Development and Verification

2.1.1 Additional programming sessions to establish the final desired square footage and uses.

2.1.2 Additional meetings with EDA, County Librarians, County Supervisor representatives and County technical staff.

2.2 Schematic Design (SD)

Utilizing the updated program produced from the comments received from EDA and the project stakeholders during the program confirmation phase, we will develop the design of this project to

the increased square footage and revised program. The additional services during this phase include the following:

- 2.2.1 Additional floor plan studies of the expanded program. Coordinate the functional and circulation aspects of the floor plan.
- 2.2.2 Prepare schematic floor plan options and exterior elevation options for review by EDA, County Librarians and other project stakeholders.
- 2.2.3 Prepare a statement of probable construction cost at the completion of the schematic design phase of the larger building.
- 2.2.4 Submit SD documents to CxA for review.

2.3 Design Development (DD)

With the intention of further refining the Schematic Design to incorporate the various building systems, details and design requirements as provided by you, our additional services during this phase will include the following for the increased square footage and revised program:

- 2.3.1 Establish the final design for all architectural systems and coordinate with our consultant team.
- 2.3.2 Establish the final design for the structural system.
- 2.3.3 Establish the final design for mechanical and plumbing systems.
- 2.3.4 Establish the final design for electrical systems.
- 2.3.5 Coordinate the final design of the site improvements.
- 2.3.6 Upon your approval, review the Design Development drawings with the various agencies having jurisdiction and make modifications as required.
- 2.3.7 Prepare a statement of probable construction cost at the completion of the design development phase.
- 2.3.8 Submit DD documents to CxA for review.

2.4 Construction Documents (CD)

With the intention of developing documents for the bidding and construction of the project, our additional services will include the following for the increased square footage and revised program:

- 2.4.1 Prepare final architectural drawings, specifications and bidding documents.
- 2.4.2 Prepare final structural drawings, specifications and bidding documents.
- 2.4.3 Prepare final mechanical and plumbing drawings, specifications and bidding documents.

- 2.4.4 Prepare final electrical drawings, specifications and bidding documents.
- 2.4.5 Coordinate final CD comments from CxA with drawings, specifications and bidding documents.
- 2.4.6 Prepare a statement of probable construction cost at 90% completion of the construction document phase and at 100% completion of the construction document phase.

2.5 Permitting

With the intention of EDA obtaining plan check approvals and a building permit from the Riverside County Building Department, our additional services during this phase will include the following for the increased square footage and revised program:

- 2.5.1 Provide technical assistance to you in obtaining approvals from public agencies having jurisdiction over the project.
- 2.5.2 Process through the Riverside County EDA and the County of Riverside Fire Department for review and approval.

2.6 Bidding Assistance

With the intention of assisting EDA in negotiating a contract for construction with the General Contractor, our additional services will include the following for the increased square footage and revised program:

- 2.6.1 Provide additional technical assistance to you in bidding the various elements of the construction contract.
- 2.6.2 Provide additional technical assistance for the mandatory bid walk for the perspective bidders.

2.7 Construction Administration (CA)

With the intention of administering the construction process, our additional services during this phase will include the following for the increased square footage and revised program:

- 2.7.1 Provide additional periodic on-site observation visits by a representative of the Architect with the intention of assisting EDA and the General Contractor, and in determining the General Contractor's compliance with the contract documents.
- 2.7.2 Provide additional periodic on-site observation visits by a representative of the Mechanical, Electrical, Plumbing, Structural Engineers and CxA with the intention of assisting EDA and the General Contractor, and in determining the General Contractor's compliance with the contract documents.
- 2.7.3 Provide the General Contractor with additional technical assistance in reviewing shop drawings and submittals.
- 2.7.4 Issue clarifications as required for the progress of the project.
- 2.7.5 Upon completion of the project, additional time to develop a final punch list of all items to

be completed.

3.0 Photovoltaic Panels Design

- 3.1 Develop the design of photovoltaic panels on the roof of the project. Development includes the research, architectural design, structural design, and electrical design of the system.
- 3.2 Documentation process for LEED certification.
- 3.3 Coordination with Southern California Edison representative for potential rebates and Savings by Design submittals.

4.0 Assumptions

- 4.1 The architect and consultants will have access to the site and the existing facilities.
- 4.2 The Riverside County Building Department will perform the Plan Check of the Construction Documents and Specifications.
- 4.3 EDA is responsible for the bid advertising and opening. DLR Group WWCOT will assist in the bidding and attend the bid opening.
- 4.4 The construction documents will be prepared as a single phased project.

5.0 Proposed Fee

- 5.1 DLR Group WWCOT will provide the additional services described under the Scope of Work outlined above for a fixed fee of Four Hundred Fifteen Thousand Dollars (\$415,000), plus reimbursable expenses as defined in Exhibit "B".

5.1.1 The Fee breakdown is as follows:

| | |
|---------------------------------------|-------------------|
| Basic Services | \$ 376,600 |
| • Programming | |
| • Architectural | |
| • Structural | |
| • Mechanical, Electrical and Plumbing | |
| • Cost Estimating | |
| LEED Documentation | \$ 5,000 |
| LEED Commissioning | \$ 10,000 |
| Photovoltaic Design | <u>\$ 23,400</u> |
| Total | \$ 415,000 |

5.1.2 The breakdown of the fee by phase is attached as Exhibit "D".

5.2 Should there be changes to the scope of the project that affect the fee, we will not proceed without written and signed authorization from EDA for Additional Services. Our hourly rates are defined in Exhibit "C".

6.0 Schedule

6.1 Attached as Exhibit "E", is a revised project schedule, dated December 5, 2010 for your review.

We trust the above proposal meets with your approval. We at DLR Group WWCOT look forward to continuing our successful relationship with you and the Riverside County EDA. If you should have any questions, please do not hesitate to give me a call.

Sincerely,

DLR Group WWCOT



Dennis T. Tanida, AIA
Principal

Attachments: Exhibits "B", "C", "D" & "E";
cc: PT, GO, File

EXHIBIT "B"

1.0 Reimbursable Expenses

1.1 Reimbursable Expenses, which may be incurred in conjunction with the project, will be charged on a cost plus 10% markup for administrative services.

1.1.1 The following are considered Reimbursable Expenses: reproduction of plans, specifications and other related materials for review by EDA, submittal to public agencies, contractor bidding and construction, permit filing fees, unique presentation of printed material specifically requested by EDA, mylar/reproducible sets, travel expenses outside of Riverside County, delivery charges for printed documents and express/overnight mailings and additional services from consultants, as approved by EDA.

1.1.2 The following are not considered Reimbursable Expenses: printing and reproduction expense for the internal A/E team coordination, check sets or reviews, and concept drawings; photographs not requested or approved by EDA, postage, telephone calls, facsimile transmissions, and all CAD costs, including plotting and operations costs.

1.1.3 Additional reimbursable expenses are estimated to be Twenty Seven Thousand Dollars (\$27,000) and this amount shall not be exceeded without the prior written approval of EDA.

EXHIBIT "C"

1.0 2010 Hourly Billing Rates

1.1 For any additional services that may be authorized by you, our 2010 Billing Rates will apply. These rates are updated on an annual basis.

Architectural

| | <u>Rates</u> |
|------------------------------|---------------------|
| Client Leader | \$ 250 |
| Principal | \$ 220 |
| Technical/Design Leader | \$ 180 |
| Senior Professional | \$ 150 |
| Quality Control Professional | \$ 150 |
| Professional | \$ 125 |
| Professional Support | \$ 105 |
| Technical | \$ 85 |
| Clerical | \$ 60 |

EXHIBIT "D"

1.0 Fee Breakdown by Phase

| | | Basic Services | Enhanced Services | LEED Activities | Total |
|--------------|-----------------------------|-------------------|----------------------|--------------------|------------------|
| 5% | Programming/Pre-Design | \$18,830 | NA | \$750 | \$19,580 |
| 10% | Schematic Design | \$37,660 | NA | NA | \$37,660 |
| 15% | Design Development | \$56,490 | \$7,020 | \$3,000 | \$66,510 |
| 40% | Construction Documents | \$150,640 | \$9,360 | \$4,500 | \$164,500 |
| 5% | Permit/Bidding | \$18,830 | \$1,170 | NA | \$20,000 |
| 20% | Construction Administration | \$75,320 | \$4,680 | \$6,000 | \$86,000 |
| 5% | Close Out | \$18,830 | \$1,170 | \$750 | \$20,750 |
| TOTAL | | \$376,600 | \$23,400 | \$15,000 | \$415,000 |

Riverside County EDA - Mead Valley Library
 Exhibit "E"
 DLR Group WWCOT
 December 5, 2010

| ID | Task Name | Duration | Start | Finish |
|----|----------------------------|----------|--------------|--------------|
| 1 | County Board Approval | 25 days | Mon 5/24/10 | Fri 6/23/10 |
| 2 | Kick Off Meeting | 0 days | Wed 7/21/10 | Wed 7/21/10 |
| 3 | Program Development | 26 days | Tue 7/27/10 | Tue 8/31/10 |
| 4 | Schematic Design | 40 days | Wed 8/11/10 | Tue 10/26/10 |
| 5 | Design Development | 45 days | Wed 10/27/10 | Tue 12/28/10 |
| 6 | Construction Documents | 88 days | Wed 12/29/10 | Fri 4/29/11 |
| 7 | Permit/Back Check Comments | 30 days | Mon 5/2/11 | Fri 6/10/11 |
| 8 | Bidding | 50 days | Mon 6/13/11 | Fri 8/19/11 |
| 9 | Construction | 240 days | Mon 8/22/11 | Fri 7/20/12 |
| 10 | Punch List/Close Out | 20 days | Mon 7/23/12 | Fri 8/17/12 |

