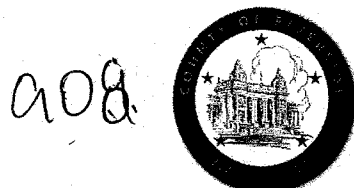


FORM APPROVED COUNTY COUNSEL  
DATE 5/20/13  
BY: MARSHAL VICTOR  
Departmental Concurrence  
FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY: SAMUEL WONG  
Dep't Recomm.: ☐ Consent ☐ Policy ☒ Policy  
Per Exec. Ofc.: ☐ Consent ☒ Policy

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



FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:  
June 13, 2013

SUBJECT: Deleo Regional Sports Park – Acceptance of Project and Notice of Completion

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify Change Order No. 6 in the amount \$34,611 for the work attached hereto and find the work integral to the project;
2. Ratify Change Order No. 7 in the amount of \$210,072 for the work attached hereto and find the work integral to the project;
3. Accept the Deleo Regional Sports Park Project constructed by Soltek Pacific Construction, Inc. as complete and authorize the Clerk of the Board to record the Notice of Completion; and

(Continued)

REVIEWED BY CIP  
  
Christopher Hans

Robert Field  
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 621,167	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: Redevelopment Project Area 1-1986 Bond Funds  
(previously approved budget)

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

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS OF THE SUCCESSOR AGENCY TO  
THE REDEVELOPMENT AGENCY

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: June 25, 2013  
xc: RDA, EDA, Auditor, CIP, Recorder

Kecia Harper-Ihem

Clerk of the Board

By:   
Deputy

5/23/2013 10:10 AM  
RECEIVED RIVERSIDE COUNTY

4-4

Prev. Agn. Ref.: 3-4 of 1/8/13

District: 1/1

Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**RECOMMENDED MOTION: (Continued)**

4. Authorize the release of \$376,484 in retained funds to Soltek Pacific Construction Inc. in accordance with the contract terms.

**BACKGROUND:**

On December 18, 2007, the Board entered into an Agreement with David Evans & Associates (DEA) to provide architectural and engineering services for the design of the Deleo Regional Sports Park Complex. The project was awarded to Soltek Pacific Construction, Inc. on May 24, 2011.

The change orders are part of field directives that addressed construction bulletins.

Change Order No. 6 included the construction of a new 6" curb in order to allow proper drainage and prevent slope erosion on the northeast side of the parking lot. A concrete barrier was also constructed at the northeast side of the slope to prevent further erosion of the hillside. In addition, this change order is reimbursing the contractor for charges owed to them for water usage of the park.

Change Order No. 7 included adding security cameras and video surveillance to assist with theft and vandalism, dog park equipment/agility features, added additional security fencing and provided rework on the west end bioswale for improved drainage.

The project is now complete, has been inspected and found to comply with all contract requirements. This Board action will accept the Deleo Regional Sports Park as complete and authorize the release of all remaining retained funds to Soltek Pacific Construction Inc., in accordance with contract terms.

These change orders are included in the Recognized Obligation Payment Schedule (ROPS) lines 68-72, as approved by the Oversight Board and the California Department of Finance, and will be processed in accordance with the terms of the original construction contract. The cost for these change orders will not be an additional cost to the project as it is accounted for in the approved budget and a budget adjustment is not required.

Cumulative increases stemming from Change Orders 1 through 7 do not exceed the Change Order authority for this project.

Staff recommends the Board of Supervisors accept the Deleo Regional Sports Park Project as complete and authorize the Clerk of the Board to record the Notice of Completion, authorize the release of \$376,484 in retained funds to Soltek Pacific Construction, Inc. per the General Conditions of the contract and ratify Change Order No. 6 and 7 in the amount of \$244,683 cumulatively.

**Attachments:**

- Notice of Completion
- Change Order No. 6
- Change Order No. 7
-

PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:

KECIA HARPER-IHEM, CLERK OF THE BOARD  
RIVERSIDE CO. CLERK OF THE BOARD  
4080 LEMON STREET, 1<sup>ST</sup> 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**

**DOC # 2013-0304226**  
06/26/2013

**Customer Copy Label**  
The paper to which this label is  
affixed has not been compared  
with the filed/recorded document

**Larry W Ward**  
County of Riverside  
Assessor, County Clerk & Recorder

**THIS SPACE FOR RECORDERS USE ONLY**

### NOTICE OF COMPLETION

To be recorded with County Recorder  
within 10 days after completion.  
No recording fee.

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work improvement has been completed, as follows:

**Project title or description of work:** Temescal Valley (Deleo) Regional Sports Park

**Date of Completion:** Date hereof 06/25/13

**Nature of owner:** Successor Agency to the Redevelopment Agency, public entity

**Interest or estate of owner:** Construction Easement

**Address of owner:** County Administration Center, 4080 Lemon Street, Riverside, CA 92501

**Name of contractor:** Soltek Pacific, Inc.

**Street or legal description of site:** 25655 Santiago Canyon Road, Corona, CA 92883

Dated: June 25, 2013

Owner: Successor Agency  
(Name of Public Entity)

By: John J. Benoit  
John J. Benoit, Chairman, Board of Supervisors

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

I am the Chairman of the governing board of the Successor Agency, 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.

Executed at Riverside, California on 06/25/13 (Date)

John J. Benoit, John J. Benoit, Chairman of the Board of Supervisors

ATTEST: KECIA HARPER-IHEM, Clerk of the Board

By: Kecia Harper-Ihem Deputy

06 25 13 4-4

**COPY**

FORM APPROVED COUNTY COUNSEL

BY: Marshall Victor 5/30/13  
MARSHALL VICTOR DATE



**LARRY W. WARD**  
**COUNTY OF RIVERSIDE**  
**ASSESSOR-COUNTY CLERK-RECORDER**

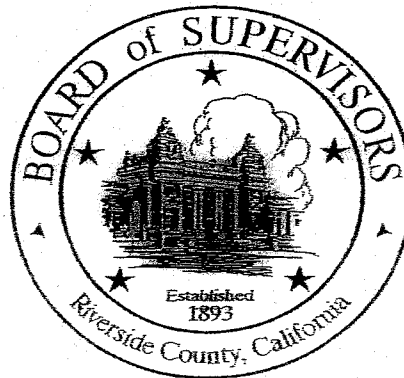
**Recorder**  
P.O. Box 751  
Riverside, CA 92502-0751  
(951) 486-7000  
<http://riverside.asrcikrec.com>

**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION OF THE SEAL for the Riverside County Board of Supervisors  
(embossed on document)



Date:

6-25-13

Signature:

*Karen Barton*

Print Name:

Karen Barton, Board Assistant, Riverside County Clerk of the Board

**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY  
FOR THE COUNTY OF RIVERSIDE  
CHANGE ORDER NO. 6**

Date: 1/31/2013

Project: Deleo Regional Sports Park

**To Contractor:**

Soltek Pacific Construction  
2424 Congress Street  
San Diego, CA 92110-288

Project No: ED1104100312

**Distribution:**

Project Manager	Construction Manager
Contractor	Inspector
Fiscal	Architect/Engineer

**You are directed to make the following changes. Changes shall include labor, material and equipment; each item to include all charges or indirect arising out of this work:**

- |  |                  |
|--|------------------|
| 1) Lee Lake Water Invoice<br>PCO 67058     | ADD \$ 13,726.39 |
| 2) So. California Edison<br>PCO 67058      | ADD \$ 1,289.00  |
| 3) Design changes to bioswale<br>PCO 67057 | ADD \$ 19,596.10 |
| 4) COR #                                   | ADD              |

**The specifications, where pertinent, shall apply to these changes.**

**This Change Order provides for a time extension of** 0 **calendar days**

Original Contract Duration (calendar days):	<u>270</u>
Prior Authorized Time Extension (calendar days):	<u>142</u>
Revised Construction Duration (calendar days):	<u>412</u>
Original Contract Completion Date:	<u>3/26/2012</u>
Revised Contract Completion Date:	<u>8/15/2012</u>

**NOTE:** This change order is not effective until ALL signatures below are obtained, and if applicable, signature authority approval by Form 11 as indicated per Change Order Guidelines.

The undersigned contractor has given careful consideration to the change proposed, including its effect on other work already contracted for, and hereby agrees, if this change order is approved, that he will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment for all costs related in any way thereto the prices shown above.

1) Kathleen Strom 02/14/13  
Contractor (signature) Date

Kathleen Strom

Contractor's Printed name

2) John J. Benoit  
John J. Benoit, Chairman Date  
Board of Supervisors (signature)

John J. Benoit, Chairman Date  
Board of Supervisors (printed name)

Architect (signature) Date

Architect's Printed name

4) Gloria Perez 2/11/14  
Project Manager (signature) Date

Gloria Perez

Project Manager's Printed name

Original Contract	\$ <u>7,104,074.00</u>
Prior Authorized [ ] ADD [ ] DED	\$ <u>536,550.64</u>
Total Contract Prior to this Change	\$ <u>7,640,624.64</u>

Authorized Changes on this C.O.:

Addition \$ 34,611.49  
Deduction \$ \_\_\_\_\_

NET: [x] Addition [ ] Deduction \$ 34,611.49

Amount of Contract Authorized  
Including this Change Order \$ 7,675,236.13

Pursuant to:

[ ] Board Resolution 2012-034  
[ ] M.O. and Date \_\_\_\_\_

ATTEST:

KECIA HARPER-IHEM, Clerk

By [Signature]  
DEPUTY

JUN 25 2013 4-4

BY [Signature] 5/30/13  
COUNTY COUNSEL

COUNTY OF RIVERSIDE  
ECONOMIC DEVELOPMENT AGENCY  
DESIGN & CONSTRUCTION DIVISION

## CONSTRUCTION CHANGE DIRECTIVE

**Project: Deleo Regional Sports Park**

**Project No.: ED1104100312**

**Distribution:**

Project Manager

Contractor

Architect, Engineer, and/or CM

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**Project: Deleo Regional Sports Park**

**CCD No.: 041**

**Owner: County of Riverside, EDA**

**Date: September 17, 2012**

**To: Soltek Construction**

**You are hereby directed to make the following change(s) in this Contract:**

**Description: Revise Bioswale north end of parking lot**

**Attachments: Soltek PCO 67057**

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### PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

- ☒ Lump sum - \$19,596.10
- ☐ Unit Price of \$ \_\_\_\_\_ per \_\_\_\_\_
- ☐ As follows:

2. The Contract Time is proposed to remain unchanged.

---

When signed by the Owner and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.	Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Construction Changed Directive.
---	--

AOR, EOR, and/or CM David Evans & Associates By: Date:	Owner: Gloria Perez County of Riverside, EDA By: Date: 9/17/12	Contractor: Kathleen Strom Soltek Construction By: Date:
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CONSTRUCTION CHANGE DIRECTIVE – Rev 5-22-09

## PROPOSAL/ESTIMATE FOR CONTRACT MODIFICATION

DATE: 9/17/2012

Temescal Valley Regional Sports Park

CONTRACT TITLE: Temescal Valley Sports Park

CONTRACT NO: ED1204100312

DESCRIPTION: 67057 Design changes to Bioswale north end of Deleo Regional Park

PRIME CONTRACTOR'S WORK				Revisions/ Comments
1. Direct Materials		\$1,650.00		
2. Sales Tax on Materials	0.00% of line 1	0.00%	\$0.00	
3. Direct Labor		\$3,350.00		
4. Insurance, Taxes, and Fringe Benefits	34.61% of line 3	34.61%	\$1,159.44	
5. Rental Equipment		\$800.00		
6. Sales Tax on Rental Equipment	7.75% of line 5	7.75%	\$62.00	
7. Equipment Ownership and Operating Expenses		\$0.00		
8. SUBTOTAL (add lines 1 - 7)			\$7,021.44	
9. Field Overhead*	0.00% of line 8	0.00%	\$0.00	
10. SUBTOTAL (Add Lines 8 & 9)			\$7,021.44	

Prime Remarks:

\*Only given if critical path is affected and time is justified

SUB-CONTRACTOR'S WORK				Revisions/ Comments
11. Direct Materials		\$0.00		
12. Sales Tax on Materials	7.75% of line 11	7.75%	\$0.00	
13. Direct Labor		\$0.00		
14. Insurance, Taxes, and Fringe Benefits	38.00% of line 13	38.00%	\$0.00	
15. Rental Equipment		\$0.00		
16. Sales Tax on Rental Equipment	7.75% of line 15	7.75%	\$0.00	
17. Equipment Ownership and Operating Expenses		\$0.00		
18. SUBTOTAL (add lines 11 - 17)			\$0.00	
19. Field Overhead*	10.00% of line 18	10.00%	\$0.00	
20. SUBTOTAL (add lines 18 & 19)			\$0.00	
21. Home Office Overhead	5.00% of line 20	5.00%	\$0.00	
22. Profit	0.00% of line 20	0.00%	\$0.00	
23a. Performance Concrete			\$10,697.00	attached
23. SUBTOTAL (Add Lines 20 - 23a)			\$10,697.00	

Sub's Remarks:

\*Only given if critical path is affected and time is justified

SUMMARY				Revisions/ Comments
24. Prime Contractor's Work (from line 10)		\$7,021.44		
25. Sub-contractor's Work (from line 23)		\$10,697.00		
26. SUBTOTAL (add lines 24 & 25)			\$17,718.44	
27. Prime Overhead on sub-contractor	5.00% of line 25	5.00%	\$534.85	
28. Prime's Home Office Overhead	5.00% of line 24	5.00%	\$351.07	
29. Prime's Profit	10.00% of line 24	10.00%	\$702.14	
30. SUBTOTAL (add lines 26 - 29)			\$19,306.50	
31. Prime Contractor's Bond Premium	1.50% of line 30	1.50%	\$289.60	
32. TOTAL COST (Add Lines 30 & 31)			\$19,596.10	

Estimated time extension and justification

Critical path activity

Prime Contractor name: SOLTEK CONSTRUCTION

Sub-contractor name:

Signature &amp; Title of preparer: Kathleen Strom, Project Manager

Date: 9/17/2012

# INSTRUCTIONS FOR PREPARING PROPOSAL/ESTIMATE FOR CONTRACT MODIFICATION

All Contract Modification Proposals shall be addressed to the Resident Officer in Charge of Construction. Proposals must clearly state the conditions and scope of the modification and shall be accompanied by a breakdown of cost, as indicated. Lump sum costs will not be accepted in either the prime or sub-contractor's breakdown of direct cost. The total cost for labor, material, and equipment rental (or ownership) for each item shall be transferred to the corresponding item on the front of this form. This proposal is good for 30 days. At the contractor's option, the overhead rates printed on the front of this form may be used for proposals under \$500,000 in lieu of detailed itemized estimates of overhead costs. The proposal should also include a request for an extension of time, in calendar days, only if overall completion of contract is impacted by the proposed modification. The contractor shall not proceed with any of the work included in the modification prior to the receipt of an executed modification of contract.

## BREAKDOWN OF DIRECT COSTS

Contract No.: ED1204100312

Date: 9/17/2012

ITEMS OF WORK FOR Prime Contractor	QTY	UNIT	MATERIAL		LABOR		R O	Equipment		
			Unit Cost	Total Cost	Unit Cost	Total Cost		Days	Rate	Total
Superintendent	40	HR	\$0.00	\$0.00	\$65	\$2,600		0	\$0.00	\$0.00
Management	10	HR	\$0.00	\$0.00	\$75	\$750		0	\$0.00	\$0.00
Dumpster	2	Ea	\$600.00	\$1,200.00	\$0.00	\$0.00		2	\$400.00	\$800.00
Streetsweeper									\$0.00	\$0.00
Travel (200miles round trip)	1000	miles	\$0.45	\$450.00	\$0.00	\$0.00		0	\$0.00	\$0.00
5 trips = 1000 miles@.45 mile										
Direct Prime Contractor's TOTALS				\$1,650.00		\$3,350.00	R	Total (Rental)		\$800.00
							O	Total (Owned)		\$0.00

ITEMS OF WORK FOR Sub-Contractor	QTY	UNIT	MATERIAL		LABOR		R O	Equipment		
			Unit Cost	Total Cost	Unit Cost	Total Cost		Days	Rate	Total
Performance Concrete	0	HRS	\$0.00	\$0.00	\$0.00	\$0.00		0	\$0.00	\$0.00
(see attached)				\$0.00		\$0.00		0	\$0.00	\$0.00
				\$0.00		\$0.00				\$0.00
				\$0.00		\$0.00				\$0.00
				\$0.00		\$0.00				\$0.00
				\$0.00		\$0.00				\$0.00
				\$0.00		\$0.00				\$0.00
				\$0.00		\$0.00				\$0.00
				\$0.00		\$0.00				\$0.00
				\$0.00		\$0.00				\$0.00
				\$0.00		\$0.00				\$0.00
				\$0.00		\$0.00				\$0.00
				\$0.00		\$0.00				\$0.00
Direct Sub-Contractor's TOTALS				\$0.00		\$0.00	R	Total (Rental)		\$0.00
							O	Total (Owned)		\$0.00

**PERFORMANCE**License  
No.650455**CONCRETE**

Client: Soltek Pacific  
 Project: Temescal Sports Park  
 Location: Temescal Valley  
 Attn: Kathleen

Quote #: Extra  
 Date: 09/14/12  
 Phone: 619-296-6247  
 Fax:  
 Bid Date:  
 Revision Date:

Bid Based on 3,000 PSI Concrete unless otherwise noted.

Bid Based on Non Prevailing Wage / Non Union Labor Rates unless otherwise noted.

Bid does not reflect recommendations made by the soils report or job specifications, unless otherwise noted.

Item #	Description	Qty.	Unit Price	Total
	Sawcut and Demo Existing Concrete Curb and Clear, Grub and Grade Planter area.		\$	3,227.00
	Drill and Dowel New 8" Concrete Curb Into Existing Curb.		\$	1,350.00
	Form and New 6" Curb,		\$	625.00
	Pour New 4" Thick Concrete Pad and 6" Curb		\$	3,500.00
	Wheel Stops		\$	100.00
	Final Cleanup		\$	500.00
	P/O		15% \$	1,395.30
<b>TOTAL BASE BID PROPOSAL</b>				<b>\$ 10,697.30</b>

**Plans:****Addendum:**

**Moves:** Based on 1 move-in (Additional Move-Ins will be \$5,500)

**General Conditions:**

The General Contractor is to provide \*presaturated compacted sub grade at plus or minus a tenth of a foot to balance on-site, and sufficient access for concrete trucks and heavy equipment. Excavation for light pole bases & bollard footings is based upon standard digging conditions. Excessively hard or rocky conditions which require additional concrete or alternate types of equipment will be considered an extra. Rebar pricing is based on imported steel; additional costs will apply if domestic steel is required. **This quote is good for 30 days.**

**ADA Regulation:**

Tolerance for ADA Construction - Reference the ADA Accessibility Guidelines for Building and Facilities, Appendix A to the ADA Regulations, and the ADA Accessibility Guidelines.

Ground and floor surface along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps shall be stable, firm and slip-resistant. A friction coefficient 0.6 for accessible routes and 0.8 for ramps is recommended.

Performance Concrete requires a tolerance of 0.5% to pour and work with concrete. A 5% maximum should be 4.5%. A 2% maximum should be at 1.5%, and 8.33% at ramps should be at 7.75%. All "Top of Curb" and "Finish Surface" grades at curbs and ramps need to be adjusted to these tolerances at all buildings and paths of travel, before concrete is to be poured.

**Exclusions: (unless specifically noted above)**

\*Presaturation, dewatering, demolition, cut & capping of utilities, base, sand, caulking, sealers, waterproofing, water curing, catch basins, local depressions, footings, retaining walls, precast concrete, screen & rock filters at weep holes, hardware, embeds, steel pipe, painting, welding, wood templates, anchor bolts and template assemblies for light poles, utility pads of any description, water treatment systems, trash & debris guards at parkway drains, redwood header, mow strips, permits, fees, inspection, testing, traffic/pedestrian control, overtime premiums and prevailing wage, bid bonds, performance and payment bonds. (Bonds may be provided at an additional cost.)

**\*Presaturation:**

Performance Concrete will provide prewetting of existing processed sub-grade, which is limited to moisture conditioning the top tenth of a foot (.10') of surface area only, prior to each concrete pour. This does not include "presaturating" the sub-grade

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**PERFORMANCE**

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License  
No. 650455

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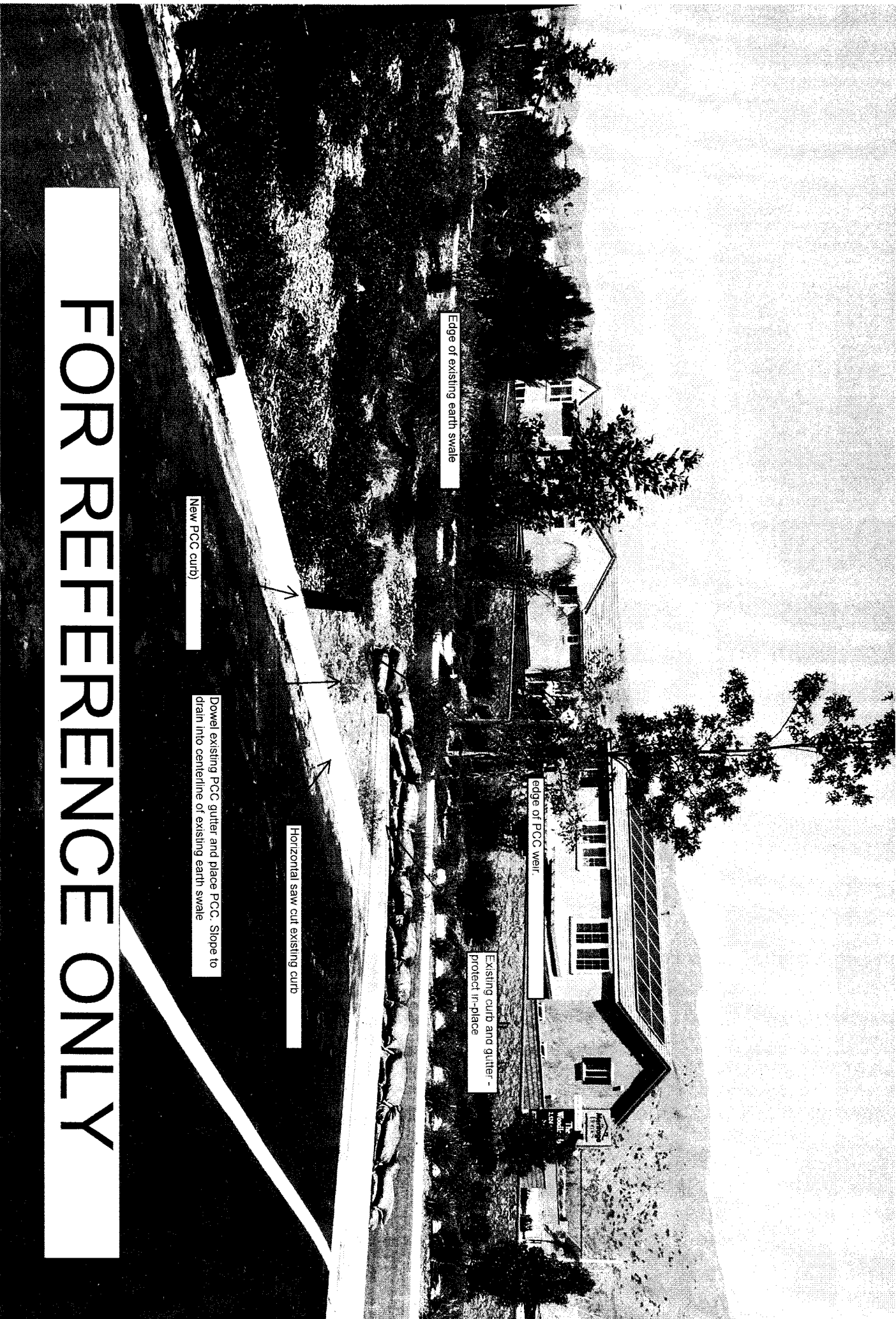
**CONCRETE**

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*to an optimum level or depth as determined by the Soils Engineer. Nor does it include the use of mechanical equipment, materials or methods typically required to "presaturate" a sub-grade. If complete "presaturation" is required by the Soils Engineer, Owner, City, or General Contractor, prior to placing sand, base, or concrete, the cost for such work will be negotiated.*

*If you have any questions or comments about this proposal, please feel free to call (714) 961-8229.*

Mark Miller  
Estimator



Edge of existing earth swale

New PCC curb)

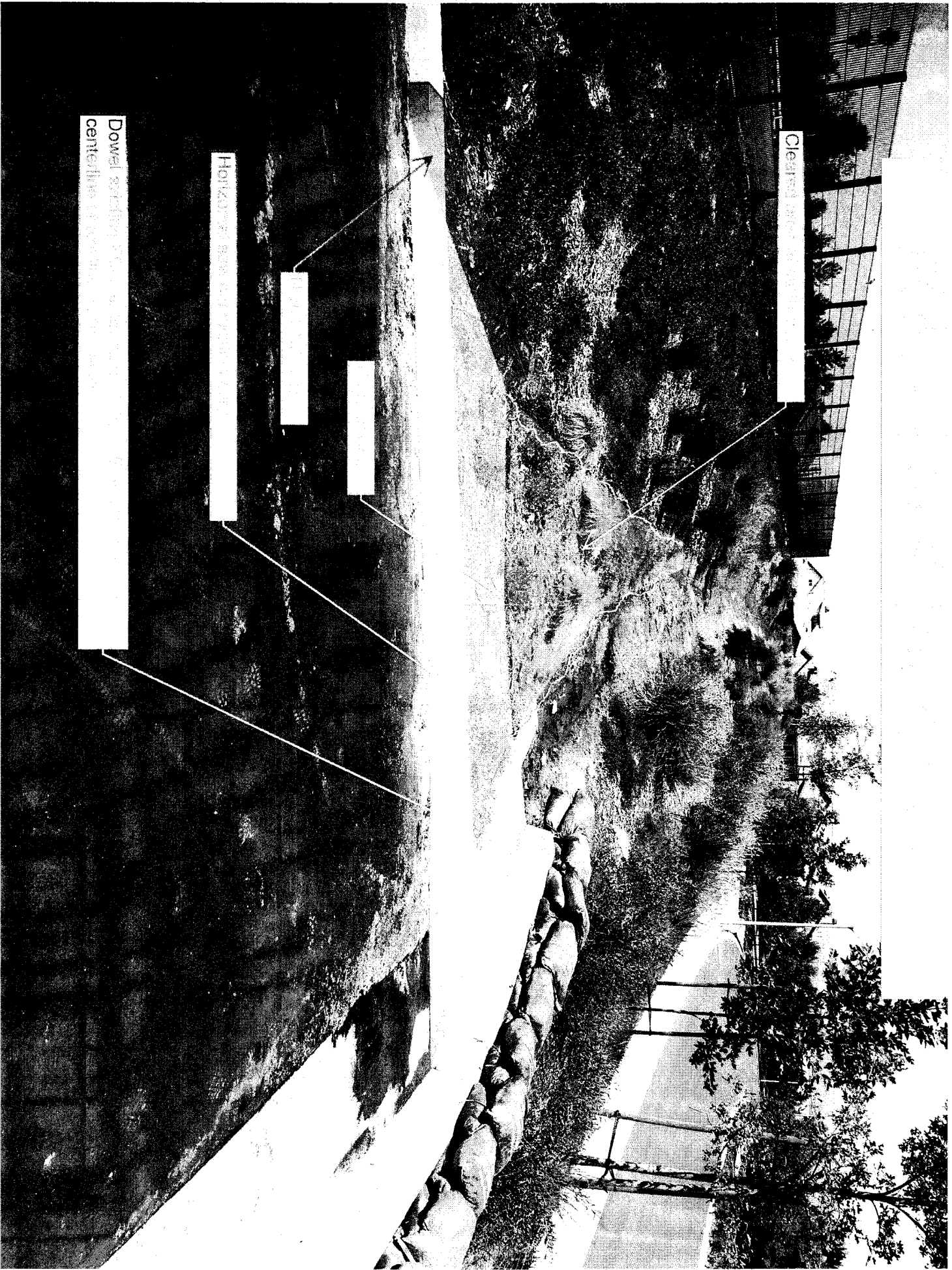
Dowel existing PCC gutter and place PCC. Slope to drain into centerline of existing earth swale

Horizontal saw cut existing curb

edge of PCC weir.

Existing curb and gutter - protect in-place

FOR REFERENCE ONLY



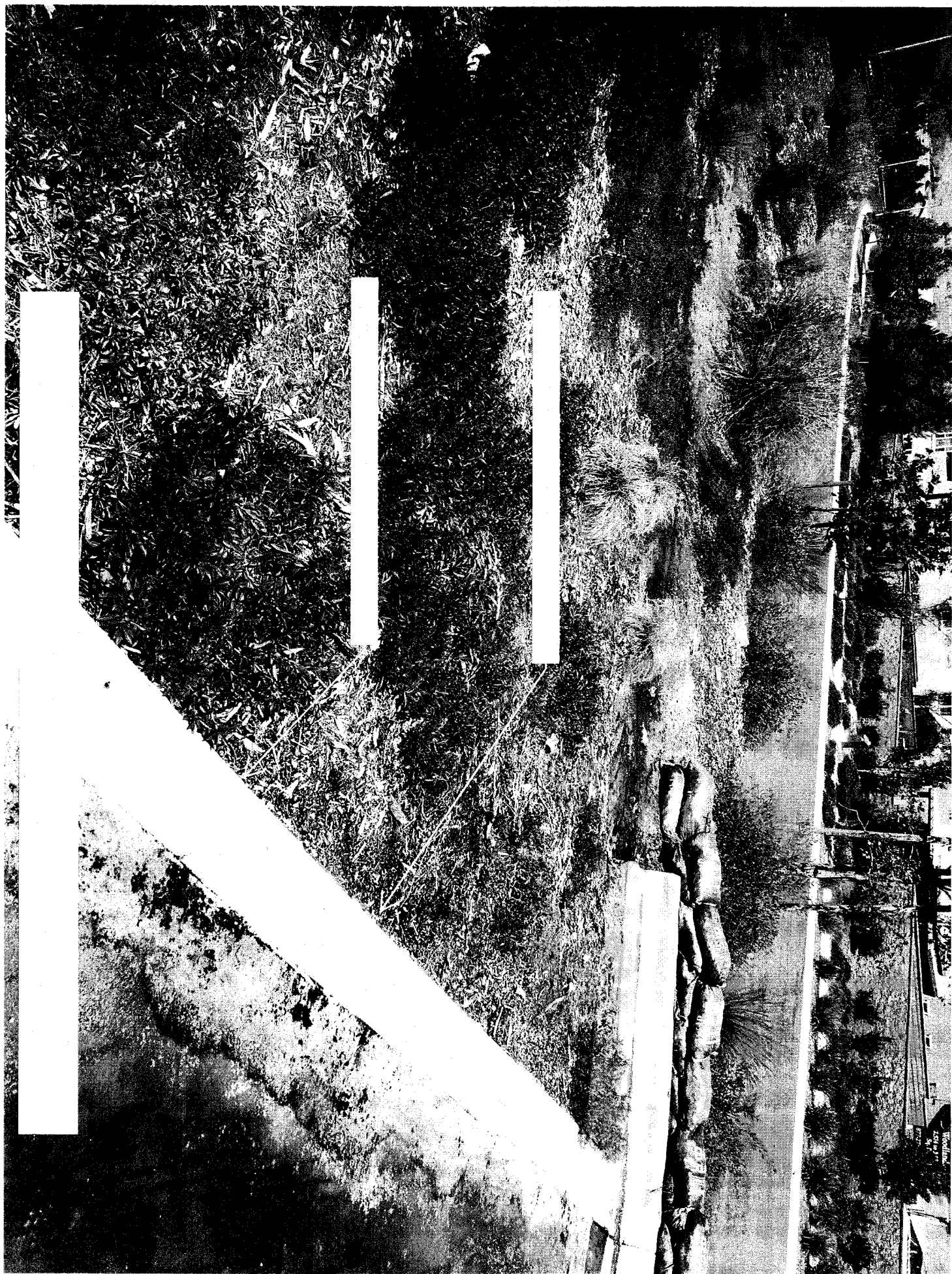
Dowel setting at centerline of road

Horizontal distance

Vertical distance

Centerline

Dowel setting at centerline of road





End new curb height extension at end of existing

Stop at 10' wide to allow for 10' wide curb height extension

Stop at 10' wide to allow for 10' wide curb height extension

FOR REPERMITS ONLY

COUNTY OF RIVERSIDE  
ECONOMIC DEVELOPMENT AGENCY  
DESIGN & CONSTRUCTION DIVISION

## CONSTRUCTION CHANGE DIRECTIVE

**Project:** Deleo Regional Sports Park

**Project No.:** ED1104100312

**Distribution:**

Project Manager

Contractor

Architect, Engineer, and/or CM

**Project:** Deleo Regional Sports Park

**CCD No.:** 042

**Owner:** County of Riverside, EDA

**Date:** September 17, 2012

**To:** Soltek Construction

**You are hereby directed to make the following change(s) in this Contract:**

**Description:** Payment of Utility Bills for EMWD and SCE

**Attachments:** Soltek PCO 67058

### PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

- ☒ Lump sum - \$15,015.39
- ☐ Unit Price of \$ \_\_\_\_\_ per \_\_\_\_\_
- ☐ As follows:

2. The Contract Time is proposed to remain unchanged.

When signed by the Owner and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Construction Changed Directive.

**AOR, EOR, and/or CM**  
David Evans & Associates  
**By:**  
**Date:**

**Owner:** Gloria Perez  
County of Riverside, EDA  
**By:**  
**Date:** 9/17/12

**Contractor:** Kathleen Strom  
Soltek Construction  
**By:**  
**Date:**

# PROPOSAL/ESTIMATE FOR CONTRACT MODIFICATION

DATE: 9/21/2012

Temescal Valley Regional Sports Park

CONTRACT TITLE: Temescal Valley Sports Park

CONTRACT NO: ED1204100312

DESCRIPTION: 67058 Utility bills from July 12th through Aug. 17th

PRIME CONTRACTOR'S WORK				Revisions/ Comments
1. Direct Materials		\$15,015.39		
2. Sales Tax on Materials	7.75% of line 1	0.00%	\$0.00	
3. Direct Labor			\$0.00	
4. Insurance, Taxes, and Fringe Benefits	34.61% of line 3	34.61%	\$0.00	
5. Rental Equipment			\$0.00	
6. Sales Tax on Rental Equipment	7.75% of line 5	7.75%	\$0.00	
7. Equipment Ownership and Operating Expenses			\$0.00	
8. SUBTOTAL (add lines 1 - 7)			\$15,015.39	
9. Field Overhead*	0.00% of line 8	0.00%	\$0.00	
10. SUBTOTAL (Add Lines 8 & 9)			\$15,015.39	

Prime Remarks:

\*Only given if critical path is affected and time is justified

SUB-CONTRACTOR'S WORK				Revisions/ Comments
11. Direct Materials		\$0.00		
12. Sales Tax on Materials	7.75% of line 11	7.75%	\$0.00	
13. Direct Labor			\$0.00	
14. Insurance, Taxes, and Fringe Benefits	38.00% of line 13	38.00%	\$0.00	
15. Rental Equipment			\$0.00	
16. Sales Tax on Rental Equipment	7.75% of line 15	7.75%	\$0.00	
17. Equipment Ownership and Operating Expenses			\$0.00	
18. SUBTOTAL (add lines 11 - 17)			\$0.00	
19. Field Overhead*	10.00% of line 18	10.00%	\$0.00	
20. SUBTOTAL (add lines 18 & 19)			\$0.00	
21. Home Office Overhead	5.00% of line 20	5.00%	\$0.00	
22. Profit	0.00% of line 20	0.00%	\$0.00	
23a.			\$0.00	attached
23. SUBTOTAL (Add Lines 20 - 23a)			\$0.00	

Sub's Remarks:

\*Only given if critical path is affected and time is justified

Additional soldier course at outside band edge per direction of County of Riverside and DEA. The brick used will be Padre Brown.

SUMMARY				Revisions/ Comments
24. Prime Contractor's Work (from line 10)		\$15,015.39		
25. Sub-contractor's Work (from line 23)		\$0.00		
26. SUBTOTAL (add lines 24 & 25)			\$15,015.39	
27. Prime Overhead on sub-contractor	5.00% of line 25	5.00%	\$0.00	
28. Prime's Home Office Overhead	5.00% of line 24	0.00%	\$0.00	
29. Prime's Profit	10.00% of line 24	0.00%	\$0.00	
30. SUBTOTAL (add lines 26 - 29)			\$15,015.39	
31. Prime Contractor's Bond Premium	1.50% of line 30	0.00%	\$0.00	
32. TOTAL COST (Add Lines 30 & 31)			\$15,015.39	

Estimated time extension and justification

Critical path activity - 2 days extension, one per area

Prime Contractor name: SOLTEK CONSTRUCTION

Sub-contractor name:

Signature & Title of preparer: Kathleen Strom, Project Manager

Date: 9/21/2012

# INSTRUCTIONS FOR PREPARING PROPOSAL/ESTIMATE FOR CONTRACT MODIFICATION

All Contract Modification Proposals shall be addressed to the Resident Officer in Charge of Construction. Proposals must clearly state the conditions and scope of the modification and shall be accompanied by a breakdown of cost, as indicated. Lump sum costs will not be accepted in either the prime or sub-contractor's breakdown of direct cost. The total cost for labor, material, and equipment rental (or ownership) for each item shall be transferred to the corresponding item on the front of this form. This proposal is good for 30 days. At the contractor's option, the overhead rates printed on the front of this form may be used for proposals under \$500,000 in lieu of detailed itemized estimates of overhead costs. The proposal should also include a request for an extension of time, in calendar days, only if overall completion of contract is impacted by the proposed modification. The contractor shall not proceed with any of the work included in the modification prior to the receipt of an executed modification of contract.

## BREAKDOWN OF DIRECT COSTS

Contract No.: ED1204100312

Date: 02.20.12

ITEMS OF WORK FOR Prime Contractor	QTY	UNIT	MATERIAL		LABOR		R O	Equipment		
			Unit Cost	Total Cost	Unit Cost	Total Cost		Days	Rate	Total
Lee Lake Water Bills	0		\$0.00	\$13,726.39	\$49	\$0		0	\$0.00	\$0.00
Souther CA Edison			\$0.00	\$1,289.00	\$0	\$0		0	\$0.00	\$0.00
	0		\$0.00	\$0.00	\$0.00	\$0.00		0	\$0.00	\$0.00
Direct Prime Contractor's TOTALS				\$15,015.39		\$0.00	R	Total (Rental)		\$0.00
							O	Total (Owned)		\$0.00

ITEMS OF WORK FOR Sub-Contractor	QTY	UNIT	MATERIAL		LABOR		R O	Equipment		
			Unit Cost	Total Cost	Unit Cost	Total Cost		Days	Rate	Total
BMP Solutions	0	HRS	\$0.00	\$0.00	\$0.00	\$0.00		0	\$0.00	\$0.00
(see attached)				\$0.00		\$0.00		0	\$0.00	\$0.00
				\$0.00		\$0.00				\$0.00
				\$0.00		\$0.00				\$0.00
				\$0.00		\$0.00				\$0.00
				\$0.00		\$0.00				\$0.00
				\$0.00		\$0.00				\$0.00
				\$0.00		\$0.00				\$0.00
				\$0.00		\$0.00				\$0.00
				\$0.00		\$0.00				\$0.00
				\$0.00		\$0.00				\$0.00
				\$0.00		\$0.00				\$0.00
				\$0.00		\$0.00				\$0.00
Direct Sub-Contractor's TOTALS				\$0.00		\$0.00	R	Total (Rental)		\$0.00
							O	Total (Owned)		\$0.00

**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY  
FOR THE COUNTY OF RIVERSIDE  
CHANGE ORDER NO. 7**

Date: 3/31/2013

Project: Deleo Regional Sports Park

**To Contractor:**

Soltek Pacific Construction  
2424 Congress Street  
San Diego, CA 92110-288

Project No: ED1104100312

**Distribution:**

Project Manager	Construction Manager
Contractor	Inspector
Fiscal	Architect/Engineer

**You are directed to make the following changes. Changes shall include labor, material and equipment; each item to include all charges or indirect arising out of this work:**

- |   |                   |
|---|-------------------|
| 1) PCO 67060 Rev 1  |                   |
| Security cameras, dog park equipment, fencing, swale rework | ADD \$ 210,071.60 |
| 2) COR #  | ADD               |
| 3) COR #  | ADD               |
| 4) COR #  | ADD               |

**The specifications, where pertinent, shall apply to these changes.**

**This Change Order provides for a time extension of 0 calendar days**

Original Contract Duration (calendar days): 270

Prior Authorized Time Extension (calendar days): 399

Revised Construction Duration (calendar days): 669

Original Contract Completion Date: 3/26/2011

Revised Contract Completion Date: 4/29/2013

**NOTE:** This change order is not effective until ALL signatures below are obtained, and if applicable, signature authority approval by Form 11 as indicated per Change Order Guidelines.

**The undersigned contractor has given careful consideration to the change proposed, including its effect on other work already contracted for, and hereby agrees, if this change order is approved, that he will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment for all costs related in any way thereto the prices shown above.**

1) Kathleen H. Stern 03/29/13  
Contractor (signature) Date

KATHLEEN STERN 03/29/13  
Contractor's Printed name Date

2) John J. Benoit  
John J. Benoit, Chairman Date  
Board of Supervisors (signature)

John J. Benoit, Chairman Date  
Board of Supervisors (printed name)

3) \_\_\_\_\_ Date  
Architect (signature)

Architect's Printed name

4) Gloria Perez 4/1/13  
Project Manager (signature) Date

Gloria Perez  
Project Manager's Printed name

Original Contract	\$ <u>7,104,074.00</u>
Prior Authorized [ ] ADD [ ] DED	\$ <u>571,162.13</u>
Total Contract Prior to this Change	\$ <u>7,675,236.13</u>

Authorized Changes on this C.O.:

Addition \$ 210,071.60

Deduction \$ \_\_\_\_\_

NET: [x] Addition [ ] Deduction \$ 210,071.60

Amount of Contract Authorized  
Including this Change Order \$ 7,885,307.73

ATTEST:

KECIA HARPER-IHEM, Clerk

Pursuant to:

[ ] Board Resolution 2012-034

[ ] M.O. and Date

DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: 4/8/2013 5/30/13

Successor Agency Change Order Form Revised 07-26-12

DATE

## PROPOSAL/ESTIMATE FOR CONTRACT MODIFICATION

DATE: 3/11/2013

*Temescal Valley Regional Sports Park*

CONTRACT TITLE: Temescal Valley Sports Park

CONTRACT NO: ED1204100312

DESCRIPTION: 67060 Rev. 1 Security cameras, dog park equip., fencing, swale rework

PRIME CONTRACTOR'S WORK				Revisions/ Comments
1. Direct Materials		\$3,400.00		
2. Sales Tax on Materials	7.75% of line 1	7.75%	\$263.50	
3. Direct Labor		\$10,120.00		
4. Insurance, Taxes, and Fringe Benefits	34.61% of line 3	34.61%	\$3,502.53	
5. Rental Equipment		\$1,200.00		
6. Sales Tax on Rental Equipment	7.75% of line 5	7.75%	\$93.00	
7. Equipment Ownership and Operating Expenses		\$0.00		
8. SUBTOTAL (add lines 1 - 7)			\$18,579.03	
9. Field Overhead*	10.00% of line 8	15.00%	\$2,786.85	
10. SUBTOTAL (Add Lines 8 & 9)			\$21,365.89	

Prime Remarks:

\*Only given if critical path is affected and time is justified

SUB-CONTRACTOR'S WORK				Revisions/ Comments
11. Direct Materials		\$0.00		
12. Sales Tax on Materials	7.75% of line 11	7.75%	\$0.00	
13. Direct Labor		\$0.00		
14. Insurance, Taxes, and Fringe Benefits	38.00% of line 13	38.00%	\$0.00	
15. Rental Equipment		\$0.00		
16. Sales Tax on Rental Equipment	7.75% of line 15	7.75%	\$0.00	
17. Equipment Ownership and Operating Expenses		\$0.00		
18. SUBTOTAL (add lines 11 - 17)			\$153,707.00	See attached
19. Field Overhead*	0.00% of line 18	0.00%	\$0.00	
20. SUBTOTAL (add lines 18 & 19)			\$153,707.00	
21. Home Office Overhead	10.00% of line 20	10.00%	\$15,370.70	
22. Profit	5.00% of line 20	5.00%	\$7,685.35	
23a.			\$0.00	attached
23. SUBTOTAL (Add Lines 20 - 23a)			\$176,763.05	

Sub's Remarks:

\*Only given if critical path is affected and time is justified

SUMMARY				Revisions/ Comments
24. Prime Contractor's Work (from line 10)		\$21,365.89		
25. Sub-contractor's Work (from line 23)		\$176,763.05		
26. SUBTOTAL (add lines 24 & 25)			\$198,128.94	
27. Prime Overhead on sub-contractor	5.00% of line 25	5.00%	\$8,838.15	
28. Prime's Home Office Overhead	5.00% of line 24	0.00%	\$0.00	
29. Prime's Profit	10.00% of line 24	0.00%	\$0.00	
30. SUBTOTAL (add lines 26 - 29)			\$206,967.09	
31. Prime Contractor's Bond Premium	1.50% of line 30	1.50%	\$3,104.51	
32. TOTAL COST (Add Lines 30 & 31)			\$210,071.60	

Estimated time extension and justification

Critical path activity - 2 days extension, one per area

Prime Contractor name: SOLTEK CONSTRUCTION  
 Sub-contractor name:  
 Signature & Title of preparer Kathleen Strom, Project Manager

Date 3/11/2013

# INSTRUCTIONS FOR PREPARING PROPOSAL/ESTIMATE FOR CONTRACT MODIFICATION

All Contract Modification Proposals shall be addressed to the Resident Officer in Charge of Construction. Proposals must clearly state the conditions and scope of the modification and shall be accompanied by a breakdown of cost, as indicated. This proposal is good for 30 days. At the contractor's option, the overhead rates printed on the front of this form may be used for proposals under \$500,000 in lieu of detailed itemized estimates of overhead costs. The proposal should also include a request for an extension of time, in calendar days, only if overall completion of contract is impacted by the proposed modification. The contractor shall not proceed with any of the work included in the modification prior to the receipt of an executed modification of contract. See attached narrative for additional terms of this agreement.

## BREAKDOWN OF DIRECT COSTS

Contract No.: ED1204100312

Date: 3/11/2013

ITEMS OF WORK FOR Prime Contractor	QTY	UNIT	MATERIAL		LABOR		R O	Equipment		
			Unit Cost	Total Cost	Unit Cost	Total Cost		Days	Rate	Total
dumpster	0		\$0.00	\$0.00	\$49	\$0		5	\$100.00	\$500.00
streetsweeper			\$0.00	\$0.00	\$0	\$0		1	\$200.00	\$200.00
Superintendent	80	Hrs	\$0.00	\$0.00	\$68.00	\$5,440.00				
Project Manager	40	Hrs	\$0.00	\$0.00	\$68.00	\$2,720.00				
Travel (200mile ea@.45mile)	2000	ea	\$0.45	\$900.00	\$0.00	\$0.00		0	\$0.00	\$0.00
landscape repair	40	Hrs	\$0.00	\$2,500.00	\$49.00	\$1,960.00		5	\$100.00	\$500.00
Direct Prime Contractor's TOTALS				\$3,400.00		\$10,120.00	R	Total (Rental)		\$1,200.00
							O	Total (Owned)		\$0.00

ITEMS OF WORK FOR Sub-Contractor	QTY	UNIT	MATERIAL		LABOR		R O	Equipment		
			Unit Cost	Total Cost	Unit Cost	Total Cost		Days	Rate	Total
BMP Solutions	0	HRS	\$0.00	\$2,632.00	\$0.00	\$2,633.00		0	\$0.00	\$0.00
Micon				\$0.00		\$2,873.00		0	\$0.00	\$0.00
Blue Violet				\$16,759.00		\$7,400.00				\$0.00
DSP Electric				\$2,376.00		\$3,334.00				\$0.00
United Fence (chain link at fields)				\$22,425.00		\$22,425.00				\$0.00
United Fence (Vinyl coat chainlink)				\$2,500.00		\$2,500.00				\$0.00
United Fence (powder coat posts)				\$3,500.00		\$3,500.00				\$0.00
United Fence (yellow safety caps)				\$5,000.00		\$5,000.00				\$0.00
United Fence (PVC split rail fence)				\$24,425.00		\$24,425.00				\$0.00
				\$0.00		\$0.00				\$0.00
				\$0.00		\$0.00				\$0.00
				\$0.00		\$0.00				\$0.00
Direct Sub-Contractor's TOTALS				\$79,617.00		\$74,090.00	R	Total (Rental)		\$0.00
							O	Total (Owned)		\$0.00

**PCO 67060 Security, dog park upgrades, fencing and swale rework**

**Proposal of Work dated 03/11/13**

Proposal pricing for this work is good for 30 days from proposal. Change order must be approved and issued prior to start of work. All work will be accepted and signed off within 1 week of completion of work.

Payment for change order work will be made within 30 days of submission of payment application and payment of full and final retention will be released immediately following payment of change order. No other change order work will be issued for this project under this contract. Any or all of this change order work may be chosen by the county of Riverside, however, no other changes will be accepted after this change order is issued and accepted.

All work will be performed under normal working hours of 7:00 a.m. to 5:00 p.m. Monday through Friday. Areas of the park will be closed to the public as needed and access will be restricted during work in these areas. If any area of work is not available by the county of Riverside due to special events or activities, a time and cost extension will be required to this change order.

No engineering has been performed for any portion of this work by Soltek Pacific or any of Soltek Pacific's consultants or subcontractors. No liability for design or constructability lies with Soltek Pacific or their affiliated subcontractors regarding this work. If underground utilities or existing work are damaged during construction, additional costs will be incurred by the owner due to lack of drawings being supplied to Soltek Pacific for this work.



March 18, 2013

Attn: Estimating

**Re: Temescal Sports Park Rip Rap – Erosion Control Proposal**

BMP Solutions is pleased to provide a bid proposal for installing erosion control rip rap per Mike Hagler.

**Price:**

<u>Item #</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Cost</u>	<u>Subtotals</u>
1	Install 6" minus rip rap proection	EA	1	\$5,140	\$5,140
	Mobilization	EA	1	\$125	\$125
	License # 905122			TOTAL	\$5,265

**Basis for Pricing / Exclusions:**

1. Excludes any permits, licenses, or fees.
2. Excludes any items not listed.
3. Excludes any maintenance.
4. Excludes any irrigation or planting of new landscape.

**Basis for Pricing / Inclusions:**

1. Includes all material and state prevailing wage labor to install per plan
2. Includes all equipment and safety necessary to complete work in a timely manner.
3. Includes grading and clearing of existing landscape.
4. Includes filter fabric, 6" minus rip rap, and equipment to spread and compact rip rap.

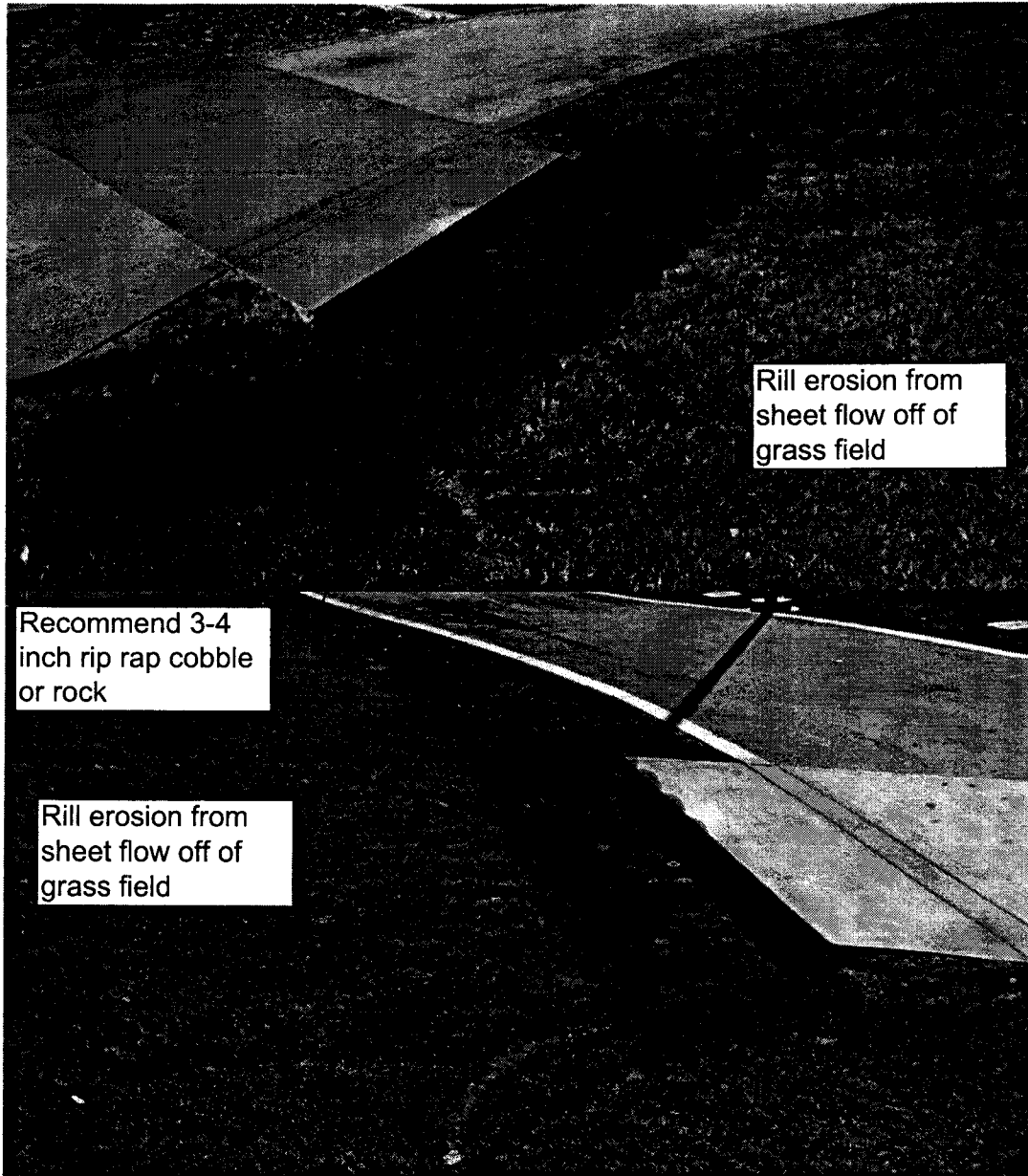
Respectfully,

*Tony Decker*  
**BMP Solutions**  
**714-323-8783**

*1731 Massachusetts Ave, Riverside, CA 92507*

## Deleo Sports Park, Corona, Ca.

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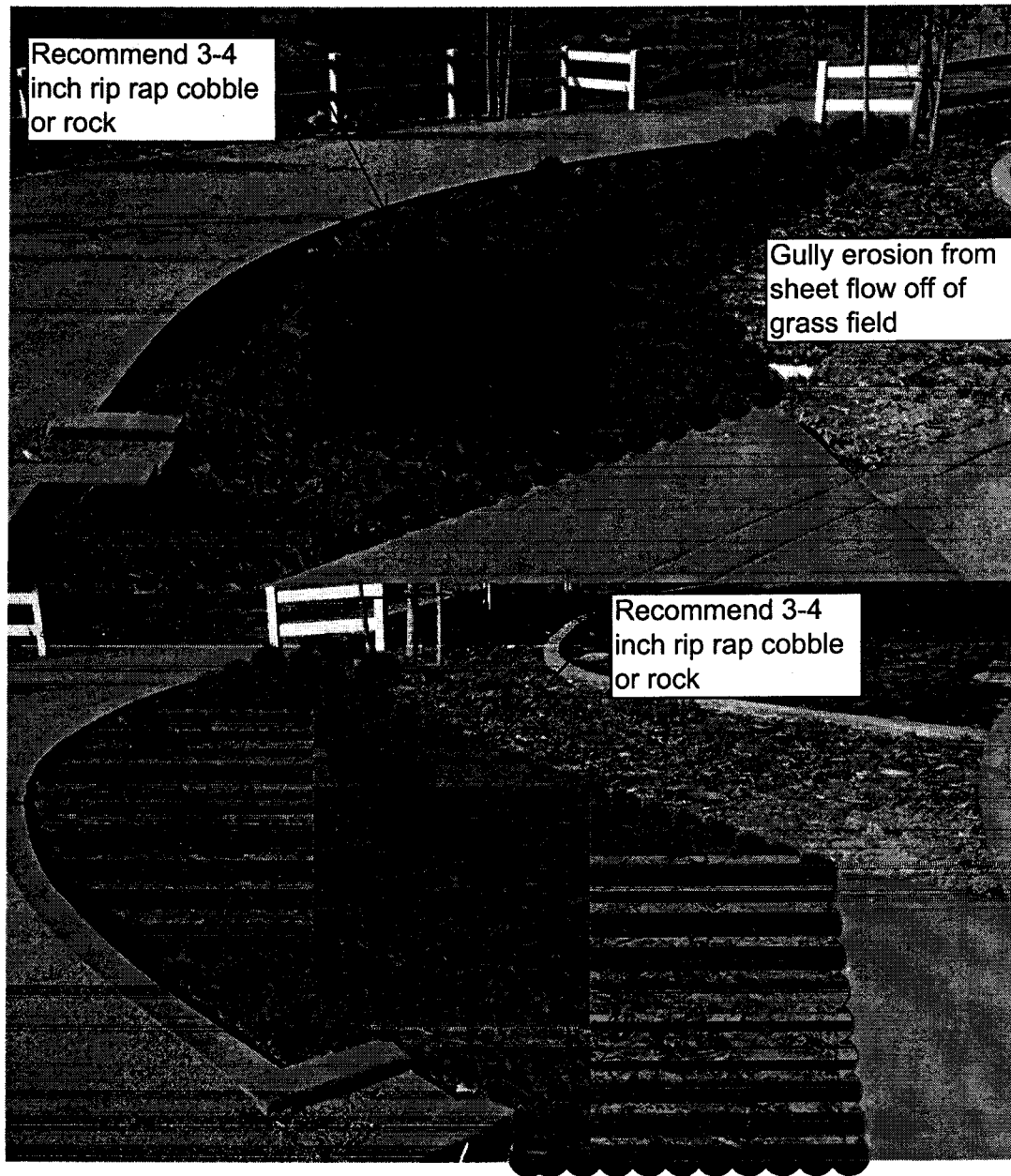
Rill erosion from  
sheet flow off of  
grass field

Recommend 3-4  
inch rip rap cobble  
or rock

Rill erosion from  
sheet flow off of  
grass field

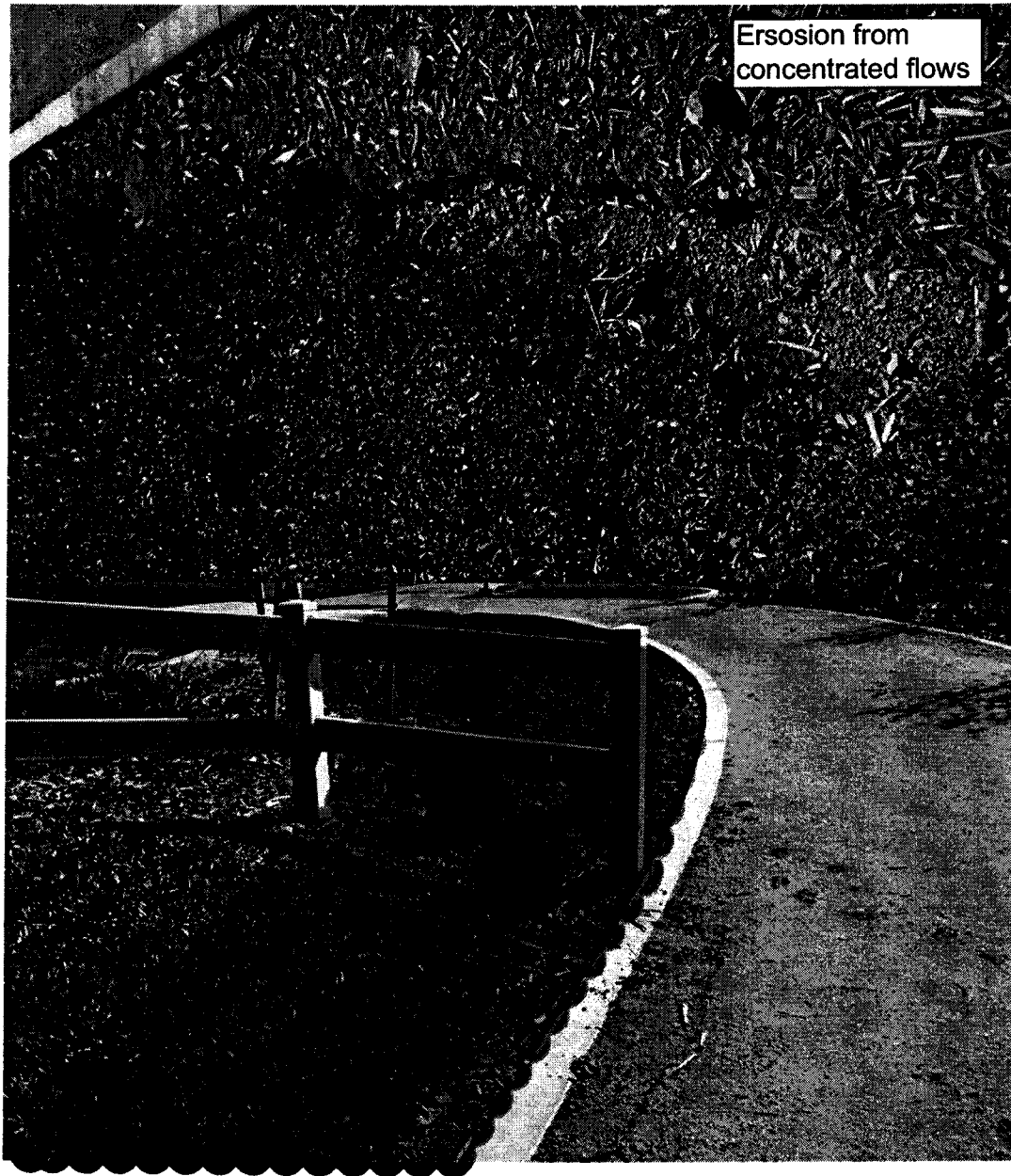
## Deleo Sports Park, Corona, Ca.

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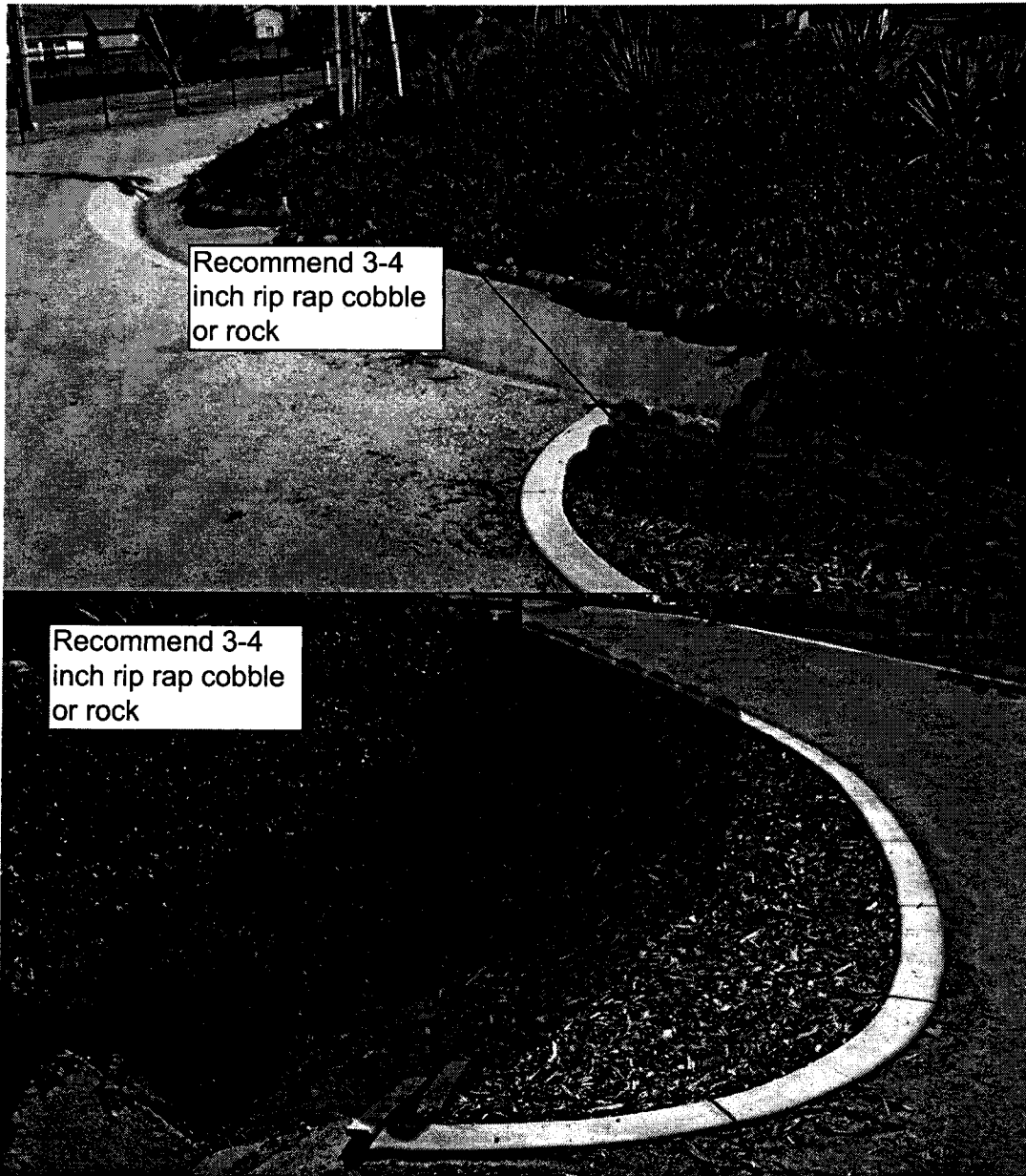
## Deleo Sports Park, Corona, Ca.

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## Deleo Sports Park, Corona, Ca.

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General Building Contractors  
License #744198 CA #154926 AZ #0054869 NV  
1616 Sierra Madre Circle, Placentia, CA 92870 Ph: (800) 949-0203 Fx: (714) 666-1007

February 18, 2013

Soltek Pacific Construction  
2424 Congress Street  
San Diego, CA 92110

VIA EMAIL: [kstrom@soltekpacific.com](mailto:kstrom@soltekpacific.com)  
PROJ: Deleo Park, Riverside County, CA  
ATTN: Kathleen Strom

We are pleased to submit a proposal for the above-mentioned project per your request. The breakdown is as follows:

**Dog Park Agility Features – Limited Access**

- Install (2) Uplay Crawl Tunnel, footing option 1
- Install (2) GameTime Bark Park series Hoop Jump
- Install (1) GameTime Bark Park series King of the Hill canine agility ramp
- Install (2) GameTime Bark Park series Paws Table
- Install (2) GameTime Bark Park series Rover Jump
- Install (1) GameTime Bark Park series Stepping Paws

**Base Bid: \$ 2,873.00**

Sincerely,  
**MICON CONSTRUCTION**

**Kimberly Garrigues**

Exclusions: Temp Fence, site security. Sub grade Ready. Providing play equipment. Site work, grading. Concrete, Flatwork. Safety surfacing and or repairs. Irrigation renovations/repairs. Hardscape removals, connect to storm drain, painting, permits, fees, bonds, any unforeseen conditions, footing spoils, demolition and removals, not responsible for turf, landscape, utility repairs, and irrigation renovations unless noted above.  
This quote is good for 30 days. Price based on one (1) move on and "tailgate" access to work. Minimum of \$ 600.00 for each additional move-on. No retention. Payment within 30 days. Applicable sales tax(es) will be added to total price on invoice. Area to be sub-grade ready.  
Quote based on all mentioned work as concurrent. Micon will off-load equipment if site is ready and delivery has been scheduled to coincide with installation. All work to be installed by certified CPSI installer and conform to CPSC and ASTM guidelines.



Manufacturer Certified Installer



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Prepared for



**3403 10<sup>th</sup> Street Suite 500  
Riverside CA, 92515**

**12\19\2012**

**Sales Quote:**

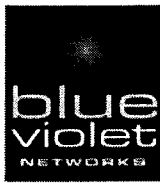
**12-12030**

***Submitted to:***

**Michael Franklin**

***Submitted By:***

**Chad Gordon  
Blue Violet Networks**



## **Video Surveillance**

Blue Violet Networks would like to take this opportunity to thank The County of Riverside for allowing us to provide a proposal for your security needs at your facility. Below you will find the scope of work for your Video Surveillance Project.

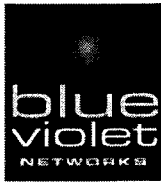
### **Scope of Work NEW EQUIPMENT**

1. Blue Violet Networks will provide and install (1) Avigilon camera on available light pole to cover the skate park. BVN will provide 1 wireless 100mbps radio for connectivity to the head end computer. It is the responsibility of the county to provide BVN with usable 120vac power in BVN provided NEMA enclosure. Camera 1 on Map
2. Blue Violet Networks will provide and install (2) Avigilon on light pole to monitor the southern parking lot. BVN will use the power already provided and wireless radio link. Cameras 2 and 3 on Map
3. Blue Violet Networks will provide and install (1) Avigilon camera on the pole outside the community center to capture vehicles entering and exiting the parking lot. BVN will provide 1 wireless 100mbps radio for connectivity to the head end computer. It is the responsibility of the county to provide BVN with usable 120vac power in BVN provided NEMA enclosure. Camera 4 on Map
4. Blue Violet networks will provide and install (1) Avigilon camera on the north end sports light pole to cover the north parking lot. BVN will provide 1 wireless 100mbps radio for connectivity to the head end computer. It is the responsibility of the county to provide BVN with usable 120vac power in BVN provided NEMA enclosure. Camera 5 on Map
5. Blue Violet networks will provide and install (1) Avigilon camera on the above mentioned light pole to monitor the northern parking lot. BVN will use the power already provided and wireless radio link Camera 6 on Map
6. Blue Violet networks will provide and install (1) Avigilon 1TB Server/Workstation complete with monitor and Cisco 8 port gigabyte switch, in the electrical room of the community center.
7. Blue Violet networks will provide and install the necessary master radio(s) at the community center to bring in the new camera feeds.



### EQUIPMENT ITEMIZATION

1. (5) AVIGILON CORE CHANNEL CAMERA LICENSE
2. (1) AVIGILON 2MP BULLET STYLE CAMERAS W/ BUILT IN ADAPTIVE IR
3. (1) AVIGILON 3MP BULLET STYLE CAMERAS W/ BUILT IN ADAPTIVE IR
4. (4) AVIGILON 5MP BULLET STYLE CAMERAS W/ BUILT IN ADAPTIVE IR
5. (1) AVIGILON 1TB WORKSTATION W/ MONITOR
6. (1) CISCO 8 PORT POE GIG SWITCH
7. (6) KBC 100mbps POINT TO MULTIPOINT RADIOS
8. (4) KBC 5 PORT HARDENED POE SWITCHES
9. REQUIRED NEMA ENCLOSURES AND POE INJECTORS FOR CAMERAS AND RADIOS
10. ALL PROGRAMMING, VIEW BUILDOUTS
11. LABOR FOR INSTALLATION AND FINE TUNE AND FOCUS, ALL FINAL CAMERA VIEWS TO BE APPROVED BY LA SIERRA UNIVERSITY



### **Caveats, Assumptions, and Specifications:**

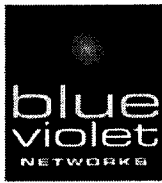
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1. The Proposal is based on information provided by customer plans and spec; any deviation from the original work or requests will be performed on an addendum work order.
2. All cables will be tested with a Level 3 Tester to ensure entire system integrity. This scanner verifies, Wire Map (shorts, opens, splits, polarity, and continuity), Cable Length, Near End Cross-talk (NEXT), ACR, Attenuation, ELFEXT, Return Loss and performs various other tests to verify that the cable meets or exceeds the current standards. Fiber cable will be test with a power meter and light source, to verify db loss. All field testing to comply with ANSI EIA/TIA, standards.
3. Blue Violet Networks will work closely together with the end user to generate the best labeling scheme for the facility. Once the labeling scheme is agreed upon, Blue Violet Networks will produce computer-generated labels. The labels will be placed on each outlet. Floor plans provided by customer shall be marked with the corresponding patch panel/jack numbers.
4. In the event that cabling shall be installed above grid; Cables will be suspended above the air conditioning ducts, sprinkler piping, and electrical conduit where elevations allow. Cable hanger wires and/or beam clamps shall be installed, to mount J-hooks, through which cables shall be routed. In no case shall ceiling grid, electrical conduit, or sprinkler pipes be used to secure communications cabling. Cable bundles will run down main corridors wherever practical.
5. Blue Violet Networks will, while on-site, take all necessary precautions in introducing and maintaining safety measures against all hazards related to the work Blue Violet Networks will be performing in this agreement.
6. Documentation: Upon completion of the installation, documentation will be compiled with one (1) copy left on-site and one (1) copy filed in Blue Violet office. Additional copies can be provided upon request. Documentation will include a complete numbered floor plan(s), detailed test results, and any other relevant or special information pertaining to the installation (black & white copies).
7. All work will be completed in a professional and timely manner adhering to all Local City, county and state NEC, NFPA, OSHA, UL, ANSI, IEEE 802.3, BICSI, Bulletins TSB-36, TSB-40, TSB-67, TSB-95, EIA/TIA/J-STD 568A, 568-1, 568-2, 568-3, 569, 570, 598, 606, 607, 758, 526-7, and 526-14 rules/regulations and standards set forth by these organizations.
8. This bid was engineered and designed by a certified, licensed and bonded "California State Contractor." CSCL #617269

### **Exclusions (unless noted above):**

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1. All installation other than what is stated above.
2. Electrical work, sleeves, coring, conduits, grounding bus bar, and cable tray.
3. Surface mounted raceway or power/comm poles.
4. Power strips and equipment shelves.
5. Backboards.
6. Access point units, AP enclosures, antenna's, programming, validation or PoE units. Cable placement only.
7. Electronics (switches, routers, etc.)
8. Cabinets.
9. Down time due to Blue Violet Networks inability to perform work. Down time will be billed per man hour on an addendum work order.
10. Parking is not included.
11. Permits and associated fees.
12. Over time, Weekend and Holidays



### **Quality Control Program:**

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Blue Violet Networks project manager will perform quality control functions. These Functions include:

- Quality control inspection of the horizontal/ riser cable installation.
- Spot verification of cable labeling scheme and documentation.
- Review all cable test records and acceptance prior to client delivery.
- Visual inspection of cable dressing within the communication closets.
- Visual inspection of all fire stopping.
- Participation in final client walk-through at the completion of the project.
- End of day inspection of cleanup at the job site by Blue Violet Networks technicians.

At the end of each week, Blue Violet's project manager will write a brief project report to summarize the amount of work completed and the quality control inspections conducted over the prior five business days. This information will be distributed to the appropriate management individuals within Blue Violet and those individuals representing the organization.

### **Additional Request, Return Visits, and Change Orders:**

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After acceptance and signing of the proposal, all additional requests must be delivered/faxed to Blue Violet Networks in writing before requests will be scheduled and completed. Customer agrees to pay Blue Violet Networks per hour, per technician plus material costs to perform this work unless other terms and pricing are agreed upon in writing. After completion and testing of the installation, Customer agrees to pay Blue Violet Networks for service calls resulting from unrelated or none guaranteed items.

### **Payment, Terms & Conditions:**

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Unreasonable time spent moving furniture, accessing locked rooms, and/or other restrictions delaying the installation as quoted will be considered and extra cost above the quoted amount. Pricing does not include relocation or removing of existing services. Both parties in writing will agree upon any deviations from the above scope of work.

Additional work will be performed on a time and material basis. Upon acceptance and signing of the sales quote, a deposit covering materials costs will be required before commencing work. A progress billing for labor may apply for on a monthly basis or phase installation per task. Upon completion of the installation, an invoice will be generated for the remaining balance (Net 15 days). As a condition of this agreement, a 1½% monthly service fee will apply to all delinquent balances. Upon cancellation of any agreed upon project, a restocking fee may apply to various materials that may be used during the installation.

Thank you for considering Blue Violet Networks for your security and cabling solution needs and wants. Should you accept this proposal, please sign and return or have your purchase order reflect Blue Violet Networks payment terms. If you have any questions, please contact me at (714) 754-4000



## PURCHASE AGREEMENT

This Purchase Agreement is made and entered into by and between **Blue Violet Networks**, whose principal office is located at **215 Baker Street East, Suite 150, Costa Mesa, California 92626**, hereinafter referred to as "Company" and The County of Riverside, located at **3403 10<sup>th</sup> St. Suite 500 Riverside CA, 92501**, here after referred to as "Purchaser". The Purchaser hereby buys and the Company hereby sells the following Video Surveillance, which is more fully described below.

QUANTITY	DESCRIPTION				
	Sports complex Video System				
	Materials:	Tax:	Labor:	Shipping:	Total:
	\$15,321.60	\$1,187.42	\$7,400.00	\$250.00	\$24,159.02

The Purchaser agrees to purchase said System and to pay the Company for such equipment and services as follows:

System Price \$ 22,971.60

Plus applicable sales taxes \$1,187.42

**System Total \$ 24,159.02**

### OPTION 1 - CASH PURCHASE

50% Down payment due at time of execution of agreement \$ 12,079.51

THIS AGREEMENT IS SUBJECT TO EACH AND EVERY TERM, CONDITION, RESERVATION, AND QUALIFICATION SET FORTH HEREIN. NO AGREEMENTS OR UNDERSTANDING SHALL BE BINDING ON EITHER OF THE PARTIES HERETO UNLESS ACCEPTED IN WRITING BY COMPANY AND PURCHASER OR EXPRESSLY SET FORTH HEREIN. THIS AGREEMENT IS NOT BINDING UPON THE COMPANY UNTIL ACCEPTED AND APPROVED BY A PARTNER OF THE COMPANY.

**BLUE VIOLET NETWORKS**

**PURCHASER: County of Riverside**

By \_\_\_\_\_  
Sales Representative's Signature

By \_\_\_\_\_  
Authorized Signature

By \_\_\_\_\_  
Partner's Signature      Date

By \_\_\_\_\_  
Title      Date



**(A) Installation**

That Company will furnish all material, tools, equipment and labor necessary to install the System in the premises described herein to the end that said System functions in a satisfactory manner for the purposes intended. Further, Purchaser agrees that Company shall not be held liable for commercial loss, inconvenience or otherwise that may occur during the installation or service life of the System.

**(B) Warranty**

Company hereby warrants all equipment and software described herein for a period of three (3) years from the date of installation, except Services, which are warranted for a period of one (1) year from the date of performance. Company will replace any hardware or software at no charge to Purchaser during this 3-year warranty period, including providing for full replacement of hardware/software in the event that Avigilon (or any subsequent hardware/software provider) should cease its operations. Terms and conditions expressed or implied of Company's performance during the warranty period shall be limited to the terms and conditions as set forth in the Customer Support Agreement (to be signed by both parties for this equipment once installation is complete).

**(C) Title and Ownership**

Title to said property and right of possession thereto shall be and remain in Company until full purchase price set forth herein is paid. It is agreed that all sums due under this Agreement but not paid within ten (10) days following the due date shall incur finance charges at the highest lawful rate per annum until the principal and finance charges thereon are paid in full. Purchaser shall not sell, transfer, pledge, mortgage or dispose of property without written consent of Company until full purchase price has been paid.

**(D) Default**

Time is of the essence hereunder. With the exception of disputed amounts which are handled in accordance with Section Q, if Purchaser fails to pay any installment or total Agreement price when due, the Company may, after giving ten (10) days written notice of such intention, enter upon said premises and remove the equipment there from without the necessity of legal process, notice or demand.

**(E) Installation Delays**

Company agrees to make every effort to meet the requested date of installation as set forth herein. Purchaser agrees that Company shall not be liable for a delayed installation if such failure is caused by delays in construction, labor dispute, port embargoes, internal disturbances in this country or at point of manufacture of the equipment, or for any other reason beyond the control of the Company. Purchaser also agrees to supply Company with an enclosed secured area at installation site for the purposes of storing equipment during the installation period. Further, Purchaser agrees to notify Company in a reasonable amount of time of any changes in the requested date of installation caused by construction delays or otherwise.

**(F)** The cash purchase price set forth herein shall remain in effect for a period of thirty (30) days.

**(G)** Purchaser agrees to pay Company for any and all excess cost incurred by Company due to the failure of Purchaser to make payments as scheduled and in accordance with Section (D), including attorney fees and collection costs.

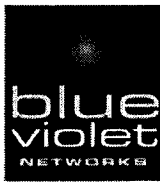
**(H)** [Intentionally blank]

**(I)** Purchaser must provide telephone lines, necessary electrical outlets, and an environmental condition as specified by manufacturer. The equipment shall not be exposed to moisture or corrosive gases or material.

**(J)** Installation will not begin until a purchase order has been received by the Leasing Company

**(K) LIMITATION OF LIABILITY:** PURCHASER acknowledges and agrees that neither BLUE VIOLET NETWORKS, its agents or employees, shall be liable for any loss or damage to the Equipment or other PURCHASER property or for the injury or death of the Purchaser's agents, employees, or customers, which result from the maintenance service provided hereunder by BLUE VIOLET NETWORKS, its employees or agents, pursuant to the terms of this Agreement, unless such loss, damages, injury or death results from the negligence or willful misconduct of BLUE VIOLET NETWORKS, its agents or employees.

Notwithstanding any other provision herein, Company will indemnify, hold harmless and defend Purchaser and Purchaser's officers, directors, employees and agents against any and all costs, losses or expenses (including reasonable attorneys' fees and experts' fees) that Purchaser may incur or be subjected to by reason of any claim or suit by any person, including but not limited to any claim or suit for personal injury, property damage, or intellectual property infringement arising out of any act, omission or breach of warranty/representation of Company or any of its officers, directors, employees or agents.



(L) Purchaser will be responsible for local 911 access lines at remote Teleworking locations.

IN NO EVENT, HOWEVER, SHALL BLUE VIOLET NETWORKS, ITS AGENTS OR EMPLOYEES, BE LIABLE TO PURCHASER FOR PURCHASER'S INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF BUSINESS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM PURCHASER'S INABILITY TO USE THE EQUIPMENT EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT OR FROM ANY OTHER CAUSE.)

(M) During the performance of services, Company shall maintain the following minimum insurance coverage. Company shall provide a certificate of insurance evidencing such coverage at the start of work under the Agreement and later, upon request by Purchaser, and Company shall take adequate steps to ensure that Purchaser shall be named as an additional insured upon such certificate. Waiver of subrogation applies to General Liability, Auto Liability and Workers' Compensation.

- a. Workers' Compensation insurance in the amount not less than statutory limits. Employer's Liability insurance in the amount of not less than \$1,000,000/\$1,000,000/\$1,000,000.
- b. Comprehensive General Liability insurance covering Company and its agents and employees (including contractual and product liability coverage) for bodily injury and property damage in the minimum combined single limit amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, or in such greater amount as may be required by federal or state authorities.
- c. Commercial Automobile Liability insurance for bodily injury (including death and property damage) in the minimum combined single limit of \$1,000,000 per occurrence or in such greater amount as may be required by federal or state authorities.

(N) Purchaser acknowledges and agrees that Company may retain the services of independent consultants ("Subcontractors") from time to time to perform, or assist Company in performing, services under this Agreement and any Statements of Work. All Subcontractors shall perform such services under Company's direction and control and shall act as independent contractors of Company provided that the status of any such Subcontractors as independent contractors of Company shall not in any manner relieve Company of any responsibilities or liability for the actions of such Subcontractors or for any damage caused to Purchaser or Purchaser's property by such Subcontractors, and further provided that such Subcontractors shall be bound by the terms of this Agreement, any Confidentiality Agreement or any Statement of Work or terms similar thereto.

(O) Company will perform its services in a timely, professional and workmanlike manner, and will provide sufficient qualified personnel who are capable of performing Company's duties, tasks and obligations under this Agreement and any Statements of Work. In the event that Purchaser informs Company that any of the Company personnel that are assigned to work with Purchaser are not properly qualified, are not performing in a competent manner or for other reasons are not approved, or later become disapproved by Purchaser, Company shall promptly replace such personnel with other qualified, competent personnel acceptable to Purchaser.

(P) This Agreement shall in all respects be governed by the laws of the State of California as if it were entered into by residents of the State of California and without reference to its principles of conflicts of laws. The parties hereby agree that all disputes arising out of this Agreement shall be subject the Dispute Resolution provisions set forth in Section Q herein; provided, however, that all requests by either party for injunctive or other provisional relief, shall be brought in, and be subject to the exclusive jurisdiction and venue of, the federal and state courts within Los Angeles County, California. Both parties hereby consent to the personal and exclusive jurisdiction and venue of these courts, and expressly waive any right to bring legal action in connection with this Agreement in any other jurisdiction or venue.

(Q) In the event a dispute arises between the parties, including but not limited to a dispute over the fees due to Company, the parties agree to the following procedures:



**Informal Attempt to Resolve:** Within ten (10) days of either party notifying the other in writing of a dispute that has not been resolved, the parties agree to have an officer or other person with authority to settle the matter to meet and/or talk on an informal basis to determine if it can be resolved without need for further action;

**Binding Arbitration:** In the event that the parties' effort to resolve the dispute between them pursuant to subsection (a), above, is not successful, either party may file an arbitration demand with JAMS to have the matter resolved through binding arbitration before a single arbitrator chosen in accordance with, and acting under the Commercial Rules of, JAMS, which Rules are expressly incorporated herein by reference. Any such JAMS proceeding shall be commenced exclusively in Los Angeles County, California. The arbitrator shall have the authority to enter a written award, and the obligation to render such award within thirty (30) days of the close of the arbitration hearing. Such award may be entered as a judgment in any court of competent jurisdiction pursuant to Section P, herein.

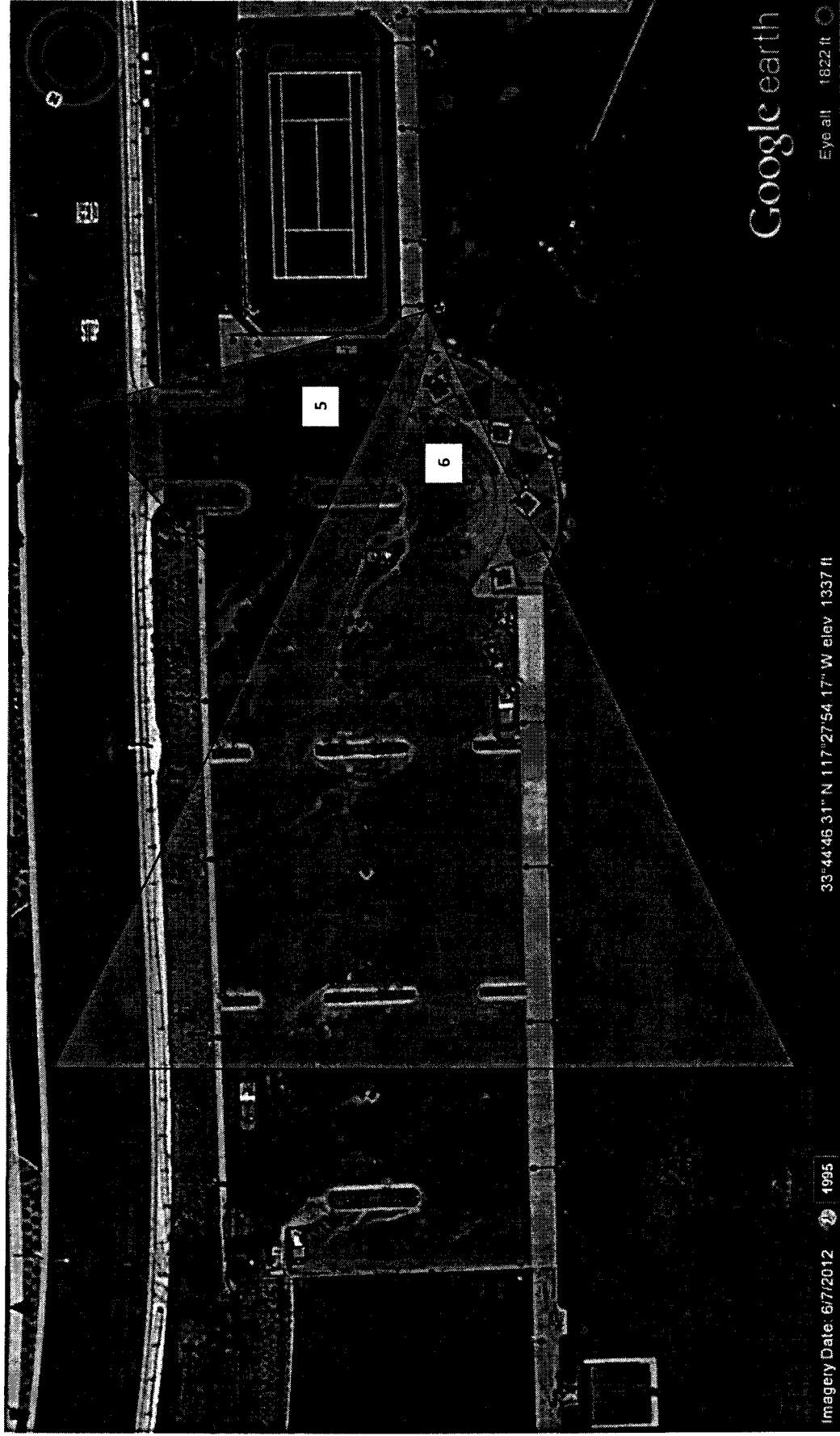
- (R) Purchaser may terminate this Agreement without cause, and for any reason, upon thirty (30) days written notice to Company, which termination shall take effect immediately upon expiration of such period without further steps by Purchaser. Upon such termination, Company shall cease and desist from any further action pursuant to this Agreement, and shall promptly, and in no event longer than ten (10) days later, return any and all confidential information of Purchaser to Purchaser. In the event of termination pursuant to this section (R) herein, Purchaser shall reimburse Company for all services performed as of the date of termination.

Either party may terminate this Agreement due to the material, uncured breach of the other party. The party accused of being in breach shall have thirty (30) days after receipt of written notice of such alleged breach to cure the same. Said termination shall take effect immediately upon expiration of such period without further steps by the terminating party if the breaching party has failed to affect such cure. Such termination shall be in addition to and not in lieu any other rights or remedies that the terminating party may have, and termination in accordance with this provision shall not result in penalties or damages being assessed against the terminating party.

- (S) The parties hereto have concurrently or previously entered into a separate Confidentiality Agreement to govern their relationship, which Confidentiality Agreement a) is incorporated by reference herein in full and b) governs the use of the parties' confidential information exchanged pursuant to this Agreement.



Corona Sports Complex  
Proposal Manufacturer's Addendum



**ELECTRICAL CONTRACTORS, INC.**

**May 15, 2012**

Temescal S. P.

Soltek Pacific Construction

PCO # 10

2424 Congress Street

San Diego, Ca. 92110

Phone: 619-296-6247

Fax: 619-296-0730

Attention: Kathleen Strom

RE: Temescal Sports Park

Job # 144

Subject: PCO #10 Camera Power

**Scope of Work:**

Provide & install conduit, boxes, conductors, etc. for 110v power & receptacles for 3 camera locations mounted on the existing sports pole & inside the electric room for the DVR / head end equipment

Total cost of proposed change: \$6,566.00

Time extension days requested: 0 Days

**Exclusions:**

Trade damage, permits & fees, patching and painting, fixtures, wire, installation of fixtures, material or labor except for stated above.

Sincerely,

DSP Electrical Contractors

Shannon Perkins

Project manager

<b>AUTHORIZATION TO PROCEED WITH CHANGES</b>		
Approved: _____	Denied: _____	Date Approved: ____ / ____ / ____
		0
Contractor's Authorized Signature _____		Printed Name, Title _____

This change proposal is based on the usual cost elements such as labor, material, equipment and allowable mark-up. The proposal does not include any amount for interference, disruption, rescheduling, and change in the sequence of work, delays and/ or acceleration. We expressly reserve the right to submit our request for any of these items should we be faced with performing our work under any of these conditions. This change proposal is limited to modifications involving scope of work. In addition, work that may be required to complete this change order, which is the work of other trades, is not part of this change proposal. This quote is valid for 14 calendar days from the above date and void thereafter. In the event there are price fluctuations within that period, we reserve the right to change the pricing, for due cause, prior to approval. All work affected by the acceptance or rejection of the enclosed change estimate quotation is on hold pending notification. No work will be performed on this proposal without written change order.

# DSP Electrical Contractors

79 East Grand Blvd. Corona, Ca. 92879  
(951) 735-8900\* FAX (951) 735-8977

## SUMMARY SHEET

PCO # 10

PROJECT: Temescal Sports Park

JOB #: 144

DESCRIPTION OF WORK: Provide & install conduit, boxes, conductors, etc. for 110v power & receptacles for 3 camera locations mounted on the existing sports pole & inside the electric room for the DVR / head end equipment

SUBMITTED BY: Shannon Perkins

DATE: 15-May-12

### LABOR

Superintendent	0.0 HRS X	\$0.00 =	\$0.00
Foreman	40.0 HRS X	\$71.76 =	\$2,870.40
Journeyman	0.0 HRS X	\$65.68 =	\$0.00
Material Distribution-Labor	0.0 HRS X	\$0.00 =	\$0.00
Laborer	8.0 HRS X	\$57.90 =	\$463.20
Equipment Operator	0.0 HRS X	\$115.00 =	\$0.00
Field Engineer	0.0 HRS X	\$50.00 =	\$0.00
CAD Operator	0.0 HRS X	\$55.00 =	\$0.00
Estimator (As needed to each revision)	0.0 HRS X	\$50.00 =	\$0.00
Productivity Loss	0.0 HRS X	\$0.00 =	\$0.00
Premium Time	0.0 HRS X	\$23.85 =	\$0.00
	48.0		
FRINGE/BURDEN	0.00%		\$0.00

LABOR COST = \$3,333.60

### MATERIAL/QUOTES

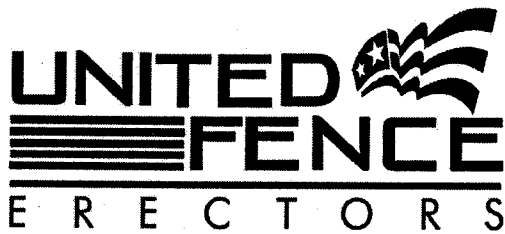
STANDARD MATERIALS (see attached ConEst report)	=	\$1,370.00
QUOTED ITEMS	=	\$0.00
QUOTED ITEMS	=	\$0.00
SUB-CONTRACTORS	=	\$0.00
EQUIPMENT EXPENSE	=	\$800.00
SALES TAX	7.75% =	\$106.18

MATERIAL/QUOTES COST = \$2,276.18

### JOB EXPENSE

SMALL TOOL - RENTAL/PURCHASE	3% OF LABOR	=	\$100.01
	SUBTOTAL	=	\$5,709.78
	0%	=	
	<u>PRIME COST</u>	=	<u>\$5,709.78</u>
	P & O 15%	=	\$856.47
	SUBTOTAL	=	\$6,566.25
	BOND 0.00%	=	\$0.00

TOTAL SELLING PRICE = \$6,566.00



1042 N Mountain Ave #B319  
Upland, Ca 91786  
California License #809167

## Change Order #2

#2

**Project:** Temescal Valley Sports Park  
**Company:** Soltek Pacific Construction  
**Phone:** (619) 807-0843  
**From:** Tim Vondran

**Date:** February 4<sup>th</sup>, 2013  
**Attn:** Kathleen Strom  
**Email:** kstrom@soltekpacific.com

Provide and install 1,000' of 4' high chain link fence with (0) gates per the following specifications.

Terminal Posts: 2 3/8" (Sch. 40)  
Line Posts: 1 7/8" (Sch. 40)  
Top Rail: 1 5/8" (Sch. 40)  
Bottom Tension Wire: 9 gauge  
Chain Link Fabric: 9 gauge with 2" mesh  
Terminal Concrete Footings: (12" wide x 36" deep) 2500 psi @ 28 days  
Line Post Concrete Footings: (8" wide x 30" deep) 2500 psi @ 28 days  
Make-Ups: Heavy Duty  
Box Braces: 1 5/8" (Sch. 40) with 3/8" Truss Rod **\$44,850.00**

Add for vinyl coated chain link fabric = **\$5,000.00**

Add for powder coated posts and fittings = **\$7,000.00**

Add for yellow safety top cap = **\$10,000.00**

Provide and install 855' of 30" high (2) rail PVC fence with (0) gates to match existing.

**\$48,850.00**

EXCLUDES: GRADING, STAKING, SURVEYING, BACKFILLING, AND REMOVAL OF SPOILS. BOND FEES, LICENSE FEES, ENGINEERING FEES, CALCULATION FEES, PERMIT FEES, WAIVER OF SUBROGATION, OR EXCESS LIABILITY POLICIES. REMOVAL OF EXISTING FENCE, TEMP FENCE, ANY SIGNS, MOW CURBS, CORE DRILLING, CONCRETE FLATWORK, PANIC HARDWARE, ELECTRONIC DEVICES, OR ELECTRICAL WORK OF ANY KIND UNLESS NOTED ABOVE.  
UNITED FENCE ERECTORS IS A UNION CONTRACTOR



**PH: (909) 985-9500 FAX: (909) 985-9530**  
**www.unitedfenceinc.com**

