

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

253



**SUBMITTAL DATE:**  
February 26, 2015

**FROM:** Successor Agency to the Redevelopment Agency

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

**RECOMMENDED MOTION:** That the Board of Supervisors:

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

**BACKGROUND:**

**Summary**

(Commences on Page 2)

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

*Alex Gann*

Alex Gann  
Deputy County Executive Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
<b>COST</b>	\$ 13,384	\$ 0	\$ 13,384	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Jurupa Valley Redevelopment Capital Improvement Bond Proceeds (previously approved budget)

Budget Adjustment: No  
For Fiscal Year: 2014/15

**C.E.O. RECOMMENDATION:**

**APPROVE**

BY: George A. Johnson

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS 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, Washington, Benoit and Ashley  
Nays: None  
Absent: None  
Date: March 10, 2015  
xc: E.O.

Kecia Harper-Ihem  
Clerk of the Board  
By: [Signature]  
Deputy

Prev. Agn. Ref.: 4-1 of 4/8/14; 4-1 of 2/4/14 | District: 2 | Agenda Number:

**4-1**

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

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

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

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

Successor Agency to the Redevelopment Agency

**FORM 11:** Rancho Jurupa Regional Sports Park – Approval of First Amendment to the Professional Services Agreement and Notice of Completion, District 2, [\$13,384], Jurupa Valley Redevelopment Capital Improvement Bond Proceeds 100%

**DATE:** February 26, 2015

**PAGE:** 2 of 3

## **BACKGROUND:**

### **Summary**

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

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

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

### **Impact on Citizens and Businesses**

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

### **Contract History**

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

### **CHANGE ORDER REPORT**

(Commences on Page3)

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

Successor Agency to the Redevelopment Agency

**FORM 11:** Rancho Jurupa Regional Sports Park – Approval of First Amendment to the Professional Services Agreement and Notice of Completion, District 2, [\$13,384], Jurupa Valley Redevelopment Capital Improvement Bond Proceeds 100%**DATE:** February 26, 2015**PAGE:** 3 of 3**CHANGE ORDER REPORT**

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

**Additional Fiscal Information**

All costs associated with the First Amendment, Change Orders No. 1 and 2, and the Notice of Completion have been included on the Recognized Obligation Payments Schedule (ROPS) and are within the overall approved budget for the project. The costs will be fully funded through Jurupa Valley Redevelopment Capital Improvement Bond Proceeds, thus no net county costs will be incurred and no budget adjustment will be required.

**Attachments:**

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

PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:

KECIA HARPER-IHEM, CLERK OF THE BOARD  
4080 LEMON STREET, 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 # 2015-0109833

03/19/2015 10:19A Fee:NC

Page 1 of 2

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor, County Clerk & Recorder



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**NOTICE OF COMPLETION**

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

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

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

**Project title or description of work:** Rancho Jurupa Regional Sports Park Well Pumping Plant and Equipment

**Date of Completion:** Date Hereof 03/10/15

**Nature of owner:** Public Entity

**Interest or estate of owner:** In Fee

**Address of owner:** Clerk of the Board of Supervisors, County Administrative Center,  
4080 Lemon St., Riverside, CA 92501

**Name/address of direct contractor:** Principles Contracting Inc., 1760 Marlborough Ave, Riverside, CA 92507

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

**Dated:** March 10, 2015

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

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

**By:** Marion Ashley  
Marion Ashley, Chairman, Board of Supervisors

**STATE OF CALIFORNIA )**

**COUNTY OF RIVERSIDE )**

I am the Chairman of the governing board of the Successor Agency to the Redevelopment Agency for the County of Riverside, the public entity which executed the foregoing notice and on whose behalf I make this verification; I have read this notice, know its contents, and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

**ATTEST:** Kecia Harper-Ihem, Clerk

**By:** [Signature]  
Deputy

Executed at Riverside, California on 03/10/15

Marion Ashley  
Marion Ashley, Chairman, Board of Supervisors

FORM APPROVED COUNTY COUNSEL

**BY:** [Signature] 2/11/15  
MARSHAL VICTOR DATE

03.10.15 4-1

Updated 12/2012

2015-3-124400



2015-0109833  
03/19/2015 10:19A  
2 of 2



**PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER**

**Recorder**  
P.O. Box 751  
Riverside, CA 92502-0751  
(951) 486-7000

[www.riversideacr.com](http://www.riversideacr.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:

3-10-15

Signature:

*Karen Barton*

Print Name:

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

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

4 **THIS FIRST AMENDMENT TO THE AGREEMENT** is made and entered into this 10<sup>th</sup> day of  
5 March, 2015, by and between the Successor Agency to the Redevelopment Agency for the County of  
6 Riverside (hereinafter "AGENCY"), and CHJ Consultants (hereinafter "CONSULTANT") for the Rancho Jurupa  
7 Regional Sports Park Project (PROJECT).

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

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

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

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

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

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

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

MAR 10 2015 4-1

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

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

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

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

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

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

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

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

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

25 **WHEREAS**, unanticipated high levels of groundwater and excessively moist soil conditions were  
26 encountered during the initial clearing and grading which required additional testing, inspection and  
27  
28

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

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

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

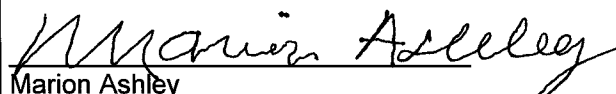
8 NOW, THEREFORE, in consideration of the foregoing and providing that all other sections not  
9 amended remain intact, the parties hereto do hereby agree as follows:

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

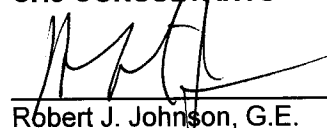
12 Amend the first sentence of section 3. COMPENSATION to read as follows: The AGENCY shall pay  
13 the CONSULTANT for services performed and expenses incurred in an amount not to exceed Thirty-Three  
14 Thousand, Three Hundred Fifty-Three Dollars (\$33,353), including reimbursable expenses.

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

18  
19 **SUCCESSOR AGENCY**

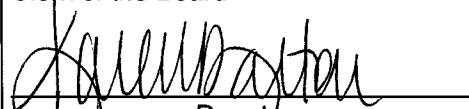
20   
21 Marion Ashley  
22 Chairman, Board of Supervisors

**CHJ CONSULTANTS**

  
Robert J. Johnson, G.E.  
President

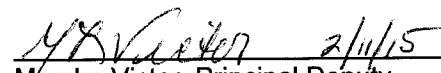
23 **ATTEST:**

24 Kecia Harper-Ihem  
25 Clerk of the Board

  
26 Deputy

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

 2/11/15  
Marsha Victor, Principal Deputy