

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



**ITEM
3.55
(ID # 3553)**

MEETING DATE:

Tuesday, March 7, 2017

FROM : TLMA-BUILDING AND SAFETY:

SUBJECT: TLMA-BUILDING AND SAFETY: Approve Amendment No. 3 for On-Call Building and Safety Services and Geotechnical Services with Willdan Engineering, Interwest Consulting, and Amendment No. 2 with JAS Pacific, and increasing the contract amounts and extending the contract term for two additional years, through June 30, 2020. [All Districts]; [\$5,500,000 Aggregate]; 100% Fee Revenue. (4/5 Vote)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute Amendment No. 3 for On-Call Building and Safety Services and Geotechnical Services with Willdan Engineering, Interwest Consulting, and Amendment No. 2 with JAS Pacific to extend the contract term from June 30, 2018 to June 30, 2020.
2. Approve Amendment No. 3 for On-Call Building and Safety Services and Geotechnical Services with Willdan Engineering, Interwest Consulting, and Amendment No. 2 with JAS Pacific to increase the aggregate amount from all Contractors by \$250,000 from \$1,000,000 to \$1,250,000 per year and \$5,000,000 in aggregate through June 30, 2020.
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: (a) sign amendments that do not change the substantive terms of the Agreement; (b) move the allocated funds among the vendors; and (c) sign amendments to the compensation provisions that do not exceed 10% annually; and,
4. Approve and direct the Auditor-Controller to make the budget adjustment as shown on Attachment A.

ACTION: 4/5 Vote, Policy

Juan C. Perea, Director of Transportation & Land Management

2/17/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: March 7, 2017
xc: TLMA-Building and Safety, Purchasing, Auditor

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:
COST	\$ 1,250,000	\$ 1,250,000	\$ 5,500,000	N/A
NET COUNTY COST	N/A	N/A	N/A	N/A
SOURCE OF FUNDS: 100% Fee Revenue			Budget Adjustment: Yes	
			For Fiscal Year: 16/17-19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Building and Safety department currently has an Agreement in place with Willdan Engineering, JAS Pacific, and Interwest Consulting for on-call services for plan review and inspections not to exceed \$1,000,000 per year, plus a ten percent (10%) contingency for FY 16/17 to FY 17/18. This has allowed the department to manage and keep pace with demand as these professional consultants have expanded the capabilities of our in-house staff. However, the current level of usage and anticipated demand for the rest of the fiscal year is projected to cause the department to exceed the previous \$1,000,000 limit and we are requesting to increase the aggregate annual limit to \$1,250,000 for these three contracts.

The department is having difficulty recruiting inspectors and plans examiners, and once recruited, retaining them. Anticipated retirements will also impact staffing. In addition to the staffing challenge, the department is also anticipating increased development activity. Building and Safety is requesting that the Board approve Amendment No. 3 to the Agreement with Willdan Engineering, Interwest Consulting, and Amendment No. 2 with JAS Pacific to increase the total annual contract amount to \$1,250,000, plus a ten percent (10%) contingency amount for any unforeseen services outside the regular scope of services, and to extend the terms of the contract for additional two years through June 30, 2020 with \$5,000,000 in aggregate from all contracts through June 30, 2020.

These amendments will allow Building and Safety to maintain the flexibility needed to manage current workload demands while keeping pace with peaks during an upturn in the economy.

Impact on Residents and Businesses

Residents, businesses, and development applicants have benefitted from the quicker response times provided by our use of consultants to enhance our in-house staffing.

SUPPLEMENTAL

Additional Fiscal Information

A budget adjustment will be necessary to increase Appropriation for the Professional Services account and increase estimated Deposit Based Fees revenues. Subsequent FY costs will be

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adjusted based on future approved budgets. No dollar amount of work is guaranteed. The basis of work will be on an "as needed" basis. The not-to-exceed contract amount is anticipated to be divided as follows, Building and Safety having the ability to shift work assignments as deemed in the best interest of the County:

<u>Vendor</u>	<u>FY 16/17 Amended Annual Aggregate</u>	<u>FY 17/18 thru FY 19/20</u>	<u>FY16/17 to FY19/20 Aggregate</u>
Willdan	\$500,000	\$1,500,000	\$2,000,000
JAS Pacific	\$150,000	\$450,000	\$600,000
Interwest	<u>\$600,000</u>	<u>\$1,800,000</u>	<u>\$2,400,000</u>
Total	\$1,250,000	\$3,750,000	\$5,000,000

Contract History and Price Reasonableness

In December 2014, Purchasing issued Request for Proposal (RFP) TLARC 424 on behalf of Building and Safety and Geotechnical Services. Willdan Engineering, JAS Pacific, and Interwest Consulting were selected out of a total of six (6) vendors by the evaluation team as the most responsive/responsible vendors and the contracts were awarded on May 12, 2015 per Board Agenda item 3.46. The current contracts are in effect through June 30, 2018. On December 15, 2015, the annual contract amount was increased to \$1,000,000 plus a ten percent (10%) contingency as approved by the Board on agenda item 3-34.

ATTACHMENTS

- A. Budget Adjustment**
- B. Amendment No. 3 to the Agreement with Willdan Engineering**
- C. Amendment No. 3 to the Agreement with Interwest Consulting**
- D. Amendment No. 2 to the Agreement with JAS Pacific**

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Gregory V. Priamos, Director County Counsel 2/23/2017



Tina Grande, Principal Management Analyst 2/27/2017



Susana Garcia-Bocanegra 2/22/2017



Lisa Brandl, Director of Purchasing and Fleet Services 2/17/2017



Gregory V. Priamos, Director County Counsel 2/23/2017

**ATTACHMENT A BUDGET ADJUSTMENT
FY 16/17
TLMA Building and Safety Department**

Increase Estimated Revenue:

20250-3110100000-771930	Deposit Based Fee Draws	\$250,000
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Increase Appropriation:

20250-3110100000-525440	Professional Services	\$250,000
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COUNTY OF RIVERSIDE
AMENDMENT NO. 3 TO THE AGREEMENT
WITH
WILLDAN ENGINEERING

Original Contract Term:	April 20, 2015 through June 30, 2018
Contract Term Extended To:	June 30, 2020
Effective Date of Amendment:	March 7, 2017
Original Annual Maximum Contract Amount:	\$500,000.00
Amended Annual Aggregate Contract Amount:	\$500,000.00 FY 16/17 - FY19/20
Contract ID:	TLARC-91831-013-06/18

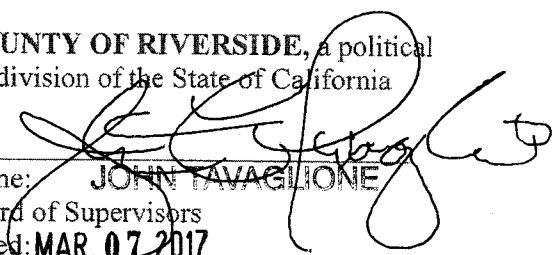
The Agreement between County of Riverside (COUNTY) and Willdan Engineering (CONSULTANT), entered into as of April 20, 2015, is amended as follows:

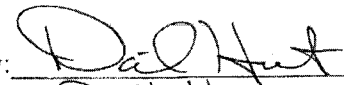
1. Section 2.1 "Period of Performance": Change to an expiration date of June 30, 2020
2. Section 3.1 "Compensation": Delete the second sentence in its entirety and replace with the following: Maximum payments by COUNTY to all CONSULTANTS shall not exceed annual aggregate amount of \$1,250,000 including all expenses, based on the availability of fiscal funding. All CONSULTANTS understand that the COUNTY budget for these services from ALL consultants' providing such services, shall not exceed the annual aggregate amount stated above. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.
3. All other terms and conditions of the Agreement not modified herein shall remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

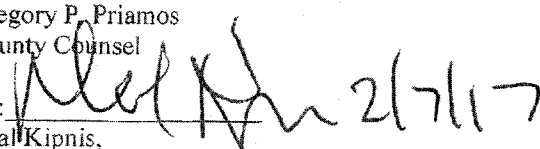
WILLDAN ENGINEERING

By: 
Name: JOHN FAVAGLIONE
Board of Supervisors
Dated: MAR 07 2017

By: 
Name: David Hunt
Title: Sr. Vice President
Dated: 2/7/17

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Neal Kipnis,
Deputy County Counsel

MAR 07 2017 3.55

RFP# TLARC-424
BOS agenda # & Date - Item 3-46 Approved on 04-29-2015
BOS agenda # & Date - Item 3-34 Approved on 11-25-2015
Form #116-311 Revision Date: 01/13/2016

ATTEST:
KECIA HARPER-IHEM, Clerk

DEPUTY

COUNTY OF RIVERSIDE
AMENDMENT NO. 2 TO THE AGREEMENT
WITH
JAS PACIFIC

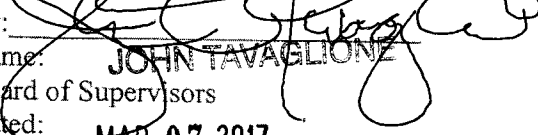
Original Contract Term:	April 20, 2015 through June 30, 2018
Contract Term Extended To:	June 30, 2020
Effective Date of Amendment:	March 7, 2017
Original Annual Maximum Contract Amount:	\$150,000.00
Amended Annual Aggregate Contract Amount:	\$150,000.00 FY 16/17 - FY19/20
Contract ID:	TLARC-91831-013-06/18

The Agreement between County of Riverside (COUNTY) and JAS Pacific Consulting (CONSULTANT), entered into as of April 20, 2015, is amended as follows:

1. Section 2.1 "Period of Performance": Change to an expiration date of June 30, 2020
2. Section 3.1 "Compensation": Delete the second sentence in its entirety and replace with the following: Maximum payments by COUNTY to all CONSULTANTS shall not exceed annual aggregate amount of \$1,250,000 including all expenses, based on the availability of fiscal funding. All CONSULTANTS understand that the COUNTY budget for these services from ALL consultants' providing such services, shall not exceed the annual aggregate amount stated above. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.
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COUNTY OF RIVERSIDE, a political subdivision of the State of California


By: 
Name: JOHN TAVAGLIONE
Board of Supervisors
Dated: MAR 07 2017

JAS PACIFIC

By: 
Name: J. ADDISON SMITH
Title: CEO
Dated: 02/08/2017

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Neal Kipnis,
Deputy County Counsel

RFP# TLARC-424
BOS agenda # & Date - Item 3-46 Approved on 04-29-2015
BOS agenda # & Date - Item 3-34 Approved on 11-25-2015
Form #116-311 Revision Date: 01/13/2016

Riverside County Planning Department 4080 Lemon Street Riverside CA 92502

ATTEST:

KECIA HARRER-IHEM, Clerk

By: 
DEPUTY

MAR 07 2017 3:55

COUNTY OF RIVERSIDE
AMENDMENT NO. 3 TO THE AGREEMENT
WITH
INTERWEST CONSULTING

Original Contract Term:	April 20, 2015 through June 30, 2018
Contract Term Extended To:	June 30, 2020
Effective Date of Amendment:	March 7, 2017
Original Annual Maximum Contract Amount:	\$350,000.00
Amended Annual Aggregate Contract Amount:	\$600,000.00 FY 16/17 - FY19/20
Contract ID:	TLARC-91831-013-06/18

The Agreement between County of Riverside (COUNTY) and Interwest Consulting (CONSULTANT), entered into as of April 20, 2015, is amended as follows:

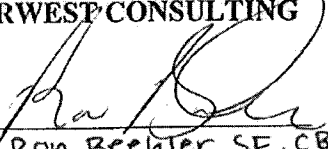
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3. All other terms and conditions of the Agreement not modified herein shall remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

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subdivision of the State of California

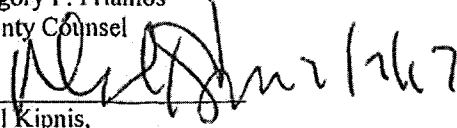
By: 
Name: JOHN TAVAGLIONE
Board of Supervisors
Dated: MAR 07 2017

INTERWEST CONSULTING

By: 
Name: Ron Beecher, SE, CBO
Title: Director, Building + Safety Services
Dated: 2.8.17

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Neal Kipnis,
Deputy County Counsel

RFP# TLARC-424
BOS agenda # & Date - Item 3-46 Approved on 04-29-2015
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Form #116-311 Revision Date: 01/13/2016

Riverside County Planning Department 4080 Lemon Street Riverside CA 92502

ATTEST:

KECIA HARPER-JHEM, Clerk

By: 
DEPUTY

MAR 07 2017 3:53