

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



ITEM: 13.1  
(ID # 11694)

**MEETING DATE:**

Tuesday, January 28, 2020

**FROM:** Regional Parks and Open Space District:

**SUBJECT:** REGIONAL PARK AND OPEN-SPACE DISTRICT: Execute Notice of Completion and Authorize Release of Retention for the Parks District Headquarters Expansion Project, Jurupa Valley, California; Approve Second Amendment to Consultant Services Agreement with TR Design Group; District 2; \$379,385; 100% Development Impact Fees (DIF) Western Riverside County Regional Park Facilities Fund No. 30528]

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

1. Approve the Second Amendment to the Consultant Services Agreement between The Riverside County Regional Park and Open-Space District ("District") and TR Design Group ("Consultant") and authorize the Chairman of the Board to execute the same on behalf of the District;
2. Accept Construction of the Parks District Headquarters Expansion Project as complete and authorize the Chairman of the Board of Directors to execute the Notice of Completion on behalf of the District;
3. Authorize the release of the project retention funds in the amount of \$175,875.00 to Woodcliff Corporation in accordance with the contract terms and Public Contract Code;

**ACTION: Consent**

  
Kyla Brown, General Manager 1/13/2020

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**MINUTES OF THE BOARD OF DIRECTORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: January 28, 2020  
xc: Parks

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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4. Direct the Clerk of the Board to record the Notice of Completion for the Construction of the Parks District Headquarters Expansion Project;
5. Direct the Clerk of the Board to return a conformed copy of said Notice of Completion after recording; and
6. Direct the Clerk of the Board to return two (2) copies of the Second Amendment to Consultant Services to the District.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$379,385	\$ 0	\$ 379,385	\$0
<b>NET COUNTY COST</b>	\$0	\$ 0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 100% Development Impact Fees (DIF) Western Riverside County Regional Park Facilities Fund No. 30528			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	19/20

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

**BACKGROUND:**

**Summary**

On March 3, 2016, your honorable Board authorized an agreement between TR Design Group Inc and the District for the design-development documents to expand the facilities at District Headquarters.

The First Consultant Services Agreement Amendment to "Section 2" for an extension of the period of performance with TR Design was executed April 12, 2018.

On April 24, 2018 per Minute Order 13.2 the Board of Directors approved a contract between the Park District and Woodcliff Corporation for the construction of the Parks District Headquarters Expansion Project. The expansion includes the replacement of the existing Garden Room with a 4,129-sf single-story Crestmore Conference Center and Riverfront Rooms adjacent to the Carriage House. The Crestmore Conference Center provides a lobby, improved reservation center, additional restrooms and site-wide ADA Improvements. Additional improvements include new sidewalks and paving stones, landscaping, and ancillary improvements such as signage, lighting, and the installation of a trellis to the adjacent outdoor event space.

The project was bid at a Base Bid of \$3,350,000 with five accepted bid alternates for a total contract cost of \$3,517,500. The work has been satisfactorily completed and is in compliance with the contract documents. It has been accepted as complete by Park District staff and County of Riverside reviewing and permitting agencies.

The First Construction Contract Amendment to PKARC-231 for an extension to "Section 5: Period of Performance" with Woodcliff Corporation was executed January 29, 2019.

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The architects and contractor were able to provide the District enhanced services due to cost savings from reducing portions of the original scope of work which allowed for the inclusion of several site amenity enhancements including re-configuring the front entry fencing to increase farmland lease options, improvements to the design and functionality of hospitality suites, enhanced landscaping and site-wide irrigation improvements, restoration and preservation efforts of the Paul J. Anderson building (Crestmore Manor house) and maintenance painting of Building C (Carriage House) for long-term preservation.

These additional enhancements have resulted in the following Contract Amendments:

For TR Design Group, additional construction administration and supplemental instruction totaling \$59,600.

For Woodcliff Corporation, additional change orders, including credits for the removal of several line items from the original scope of work totaling \$144,310 which was executed on November 15, 2019.

**Impact on Citizens and Businesses**

Use of the facility for corporate and private events is readily available with increased capacity. The Park District is able to continue to provide a high-quality venue to users at a reasonable rate. The Park District already used the new facility to host the GROW Riverside Annual Conference, as well as, California Association of Councils of Governments Regions Rise Together Workshop and many other community events.

**Other Financial Information**

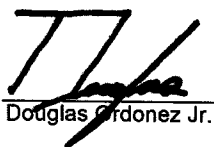
The total contract amount awarded to Woodcliff Corporation was \$3,517,500. As of October 11, 2019, payments to Woodcliff Corporation on this contract total \$3,341,625.00. The remaining balance due on the contract to be paid to Woodcliff Corporation at release of retention is \$175,875.00.

**Attachments**

Notice of Completion

Contract Amendment #2 TR Design

Contract Amendment #2 Woodcliff Corporation

  
Douglas Ordóñez Jr.

  
1/21/2020

  
Gregory V. Priamos, Director County Counsel 1/20/2020

PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:

KECIA HARPER,  
CLERK OF THE BOARD  
4080 LEMON STREET, 1ST 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

Exempt from recording fees

**2020-0043457**

01/29/2020 10:47 AM Fee: \$ 0.00

Page 1 of 2

Recorded in Official Records  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder



**6080**

**THIS SPACE FOR RECORDERS USE ONLY**

**NOTICE OF COMPLETION**

(California Civil Code §§ 8100-8118, 8180-8190, 9200-9208)

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:** PKARC-231 Headquarters Expansion Construction
- Date of Completion:** Upon the date this document is recorded 01/28/2020
- Nature of owner:** Public Entity - County of Riverside - Parks Department
- Interest or estate of owner:** Fee Simple
- Address of owner:** 4600 Crestmore Road, Jurupa Valley, CA 92509
- Name/address of direct contractor:** Woodcliff Corporation - 1849 Sawtell Blvd, Suite 610, Los Angeles, CA 90025
- Street or legal description of site:** 4600 Crestmore Road, Jurupa Valley, CA 92509/ APN 181-220-005

**Dated:** January 28, 2020

Owner: County of Riverside, Parks Department  
(Name of Public Entity)

By: *Chuck Washington*  
, Chairman, Board of Directors

Chuck Washington

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE )

I am the Chairman of the governing board of the County of Riverside, Parks Department, 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, Clerk

By: *Kecia Harper*  
Deputy

01.28.2020 13.1

Executed at Riverside, California on 01/28, 2020

*Chuck Washington*  
, Chairman, Board of Directors

Chuck Washington

FORM APPROVED COUNTY COUNSEL  
BY *Christine Bell-Valdez* 1/16/2020  
DATE



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

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

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 the document)



Date: 1-28-2020

Signature: Karen Barton

Print Name: Karen Barton, Deputy Clerk of the Board

**PARKS DISTRICT HEADQUARTERS EXPANSION PROJECT**

**SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT**

**Between**  
**RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT**  
**And**  
**TR DESIGN GROUP, INC.**

THIS **SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT** for design services for the Park District Headquarters Expansion Project ("2nd Amendment") dated JAN 28, 2020 is entered into by and between the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district created pursuant to the California Public Resources Code Div.5, Ch.3, Art.3 , ("District") and TR DESIGN GROUP, Inc., a California corporation, ("Consultant"), sometimes collectively referred to as the "Parties".

**RECITALS**

- A. The DISTRICT and Consultant have entered into that certain **Consultant Services Agreement** dated March 15, 2016 (the "Original Agreement ") for design services for the Park District Headquarters Expansion pursuant to which District has retained the services of Consultant to design Park District HQ Expansion Project in Riverside County, more particularly described in the Original Agreement.
- B. The Original Agreement together with the 1<sup>st</sup>Amendment and with this 2<sup>nd</sup>Amendment are hereinafter collectively referred to herein as the "Agreement".
- C. The Parties now desire to amend the Original Agreement to clarify the intention of the Parties concerning the duration of the services to be performed by Consultant and extend the period of performance for services.

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Term of Agreement. Section 3 of the Agreement is hereby amended as follows:

**3. Compensation**

**3.1** The DISTRICT shall pay the CONSULTANT for services performed, products provided and expenses incurred in accordance with the terms of **Exhibit C**, Consultant Fee - Cost Summary. Maximum payments by DISTRICT to CONSULTANT shall not exceed **Four Hundred Forty Thousand Eight Hundred Eighty-Four Dollars (\$440,884.00)** including all expenses. The DISTRICT is not responsible for any fees or costs incurred above or beyond the contracted amount. And shall have no obligation

to pay for any additional services or products. Unless otherwise specifically stated in **Exhibit C**, Cost Summary, DISTRICT shall not be responsible for payment of any of CONSULTANT's expenses related to this Agreement. CONSULTANT shall notify the DISTRICT immediately in writing when CONSULTANT has expended seventy-five percent (75%) of the total compensation and no later than six (6) months prior to the end of the Period of Performance or two thirds (2/3) of the Period of Performance has passed, whichever shall provide the greater advance notice. Timely notice by CONSULTANT and a duly authorized written amendment shall be a condition precedent to any obligation for payment by DISTRICT beyond the approved compensation and period of performance.

**3.2** CONSULTANT shall be paid only in accordance with an invoice submitted to DISTRICT by CONSULTANT within fifteen (15) days from the last day of each calendar month, and DISTRICT shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONSULTANT only after services have been rendered or delivery of materials or products, and acceptance has been made by DISTRICT. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Regional Park and Open-Space  
District Attn: Finance  
4600 Crestmore Road, Jurupa Valley, CA 92509 OR:  
Email invoices to: [parks-finance@rivcoparks.org](mailto:parks-finance@rivcoparks.org)

a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number PKARC-186; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

**3.3** The DISTRICT obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of DISTRICT funding from which payment can be made. No legal liability on the part of the DISTRICT shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,

DISTRICT shall immediately notify CONSULTANT in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

2. CAPITALIZED TERMS. Second Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore amended. The provisions of this Second Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.
3. MISCELLANEOUS. Except as amended or modified herein, all the terms of the Original Agreement shall remain in full force and effect and shall apply with the same force and effect. Subject to the provisions of the Agreement as to assignment, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either Party. Neither this Amendment, nor the Original Agreement, nor any notice nor memorandum regarding the terms hereof, shall be recorded by Consultant.
4. EFFECTIVE DATE. This Second Amendment to the Agreement shall not be binding or consummated until its approval by the District Board of Directors and fully executed by the Parties.

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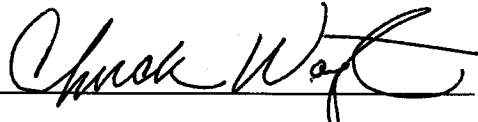
[Signature Provisions on Following Page]

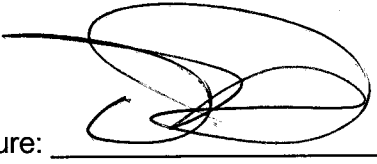


IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement Amendment No.1.

**DISTRICT**  
**RIVERSIDE COUNTY REGIONAL**  
**PARK AND OPEN-SPACE DISTRICT**  
4600 Crestmore Rd,  
Jurupa Valley, CA 92509

**CONSULTANT**  
**TR DESIGN GROUP, INC.**  
7179 Magnolia Avenue  
Riverside, CA 92504

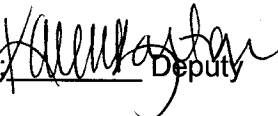
Signature:   
~~Kevin Jeffries~~ **CHUCK WASHINGTON**  
PLA Chairman, Board of Directors

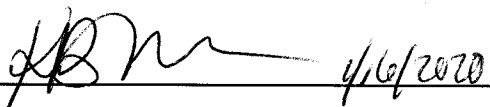
Signature:   
Print Name: Thomas Riggle  
President

Dated:           JAN 28 2020          

Dated:           1/10/20          

**ATTEST:**  
Kecia Harper ~~them~~ Clerk of the Board

By:   
Deputy  
  
(Seal)

**APPROVED AS TO FORM:**  
Gregory P. Priamos County Counsel  
  
By:            4/6/2020            
Kristine Bell-Valdez  
Supervising Deputy County Counsel



RIVERSIDE COUNTY PARK AND OPEN-SPACE DISTRICT

AMENDMENT NO. 2 TO THE AGREEMENT

WITH

WOODCLIFF CORPORATION

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Amended Contract Term:	May 21, 2018 through Notice of Completion
Effective Date of Amendment:	November 15, 2019
Annual Maximum Contract Amount:	\$3,661,810.00
Contract / RFQ ID:	PKARC-231

This Amendment No. 2 to Construction Improvement Agreement for the Park District Headquarters Expansion Project entered into by and between Riverside County Park and Open-Space District, herein referred to as DISTRICT and Woodcliff Corporation, herein referred to as CONTRACTOR, effective November 15, 2019.

WHEREAS, DISTRICT and CONTRACTOR entered into the Construction Agreement for Construction Improvements, effective April 24, 2018 (the "agreement"):

WHEREAS, DISTRICT and CONTRACTOR amended the Agreement to further update and extend the terms of the agreement on January 29, 2019.

WHEREAS, DISTRICT and CONTRACTOR would like to amend the Agreement to further update the Maximum Contract Amount effective November 15, 2019.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, DISTRICT and CONTRACTOR agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.

2. **Section 7 Compensation:** To amend this section to read as follows:

The DISTRICT agrees to pay and the CONTRACTOR agrees to accept in full consideration of the performance of all the work not to exceed:

**\$3,661,810**

(In Figures)

**THREE MILLION SIX HUNDRED SIXTY-ONE THOUSAND EIGHT  
HUNDRED TEN DOLLARS**

(In Words)

3. All other terms and conditions of the Agreement not modified herein shall remain unchanged. The provisions of this amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended and shall supplement the remaining provisions thereof.



RIVERSIDE COUNTY PARK AND OPEN-SPACE DISTRICT

AMENDMENT NO. 2 TO THE AGREEMENT

WITH

WOODCLIFF CORPORATION

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

**RIVERSIDE COUNTY REGIONAL  
PARK & OPEN-SPACE DISTRICT**

4600 Crestmore Road  
Jurupa Valley, CA 92509

By: \_\_\_\_\_

Scott Bangle  
General Manager

**WOODCLIFF CORPORATION**

1849 Sawtelle Blvd Ste 610  
Los Angeles, CA 90025

By: \_\_\_\_\_