

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



ITEM: 3.36
(ID # 12884)

MEETING DATE:

Tuesday, June 30, 2020

FROM: TLMA-BUILDING AND SAFETY:

SUBJECT: TLMA-BUILDING AND SAFETY: Approve Amendment No. 4 with JAS Pacific, Amendment No. 5 with Willdan Engineering, and Amendment No. 6 with Interwest Consulting, for On-Call Building and Safety Services and Geotechnical Services, and increasing the contract amounts, and extending the contract term for Six (6) additional months, through December 31, 2020. All Districts. [\$560,000 Aggregate, up to \$56,000 in additional compensation - 100% Fee Revenue] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute Amendment No. 4 with JAS Pacific, Amendment No. 5 with Willdan Engineering, and Amendment No. 6 with Interwest Consulting, for On-Call Building and Safety Services and Geotechnical Services to extend the contract term from July 1, 2020 to December 31, 2020;
2. Approve and execute Amendment No. 4 with JAS Pacific, Amendment No. 5 with Willdan Engineering, and Amendment No. 6 with Interwest Consulting, for On-Call Building and Safety Services and Geotechnical Services to increase the aggregate amount for all Contractors by \$560,000 for six months in aggregate through December 31, 2020; and
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 the sum total of ten percent (10%) of the total annual cost of the contracts.

ACTION: Policy, 4/5 Vote Required

Charissa Leach, Assistant TLMA Director

6/15/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt 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: June 30, 2020
xc: TLMA-Bldg. & Safety, Purchasing

Kecia R. Harper

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	\$ 0	\$ 560,000	\$ 560,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Fee Revenue			Budget Adjustment: No	
			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Building and Safety department currently has an Agreement in place with JAS Pacific, Willdan Engineering, and Interwest Consulting for on-call services for plan review and inspections not to exceed \$1,250,000 per year, plus a ten percent (10%) contingency for FY 16/17 to FY 19/20. 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.

Building and Safety is requesting that the Board approve Amendment No. 4 with JAS Pacific, Amendment No. 5 with Willdan Engineering, and Amendment No. 6 with Interwest Consulting to extend the terms of the contract for an additional One-Hundred and Eighty (180) days through December 31, 2020 with \$560,000.00 in aggregate plus a ten percent (10%) contingency amount for any unforeseen services outside the regular scope of services from all contracts through December 31, 2020.

These amendments will allow Building and Safety to maintain the flexibility needed to manage current workload demands.

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.

Additional Fiscal Information

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

<u>Vendor</u>	<u>FY 20/21 Amended</u>
	<u>6 Months in Aggregate</u>
JAS Pacific	\$140,000.00
Willdan Engineering	\$140,000.00
Interwest	\$280,000.00

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

Total \$560,000.00

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. JAS Pacific, Willdan Engineering, 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, 2020. On March 7, 2017, the annual contract amount was increased to \$1,250,000 plus a ten percent (10%) contingency as approved by the Board on agenda item 3-55.

On February 7, 2020, Purchasing issued Request for Proposal (RFP) TLARC-681 on behalf of the Building and Safety Agency of TLMA. The RFP process had to be stopped during the evaluation phase of the RFP process since the evaluators evaluating the 13 proposals submitted were re-assigned to assist with the COVID-19 pandemic priorities that arose within the agency. This extension will allow the department to conclude the RFP process effectively and award contract(s) to the most responsive/responsible vendor(s).

ATTACHMENTS:

- ATTACHMENT A. Amendment No. 4 to the Agreement with JAS Pacific**
- ATTACHMENT B. Amendment No. 5 to the Agreement with Willdan Engineering**
- ATTACHMENT C. Amendment No. 6 to the Agreement with Interwest Consulting**



Jason Farin, Principal Management Analyst 6/24/2020



Gregory L. Priamos, Director County Counsel 6/24/2020

COUNTY OF RIVERSIDE
AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICE AGREEMENT WITH
JAS PACIFIC

Original Contract Term:	April 20, 2015 through June 30, 2020
Contract Term Extended To:	December 30, 2020
Original Annual Maximum Contract Amount:	\$600,000
Amended Annual Maximum Contract Amount:	\$740,000
Contract ID:	TLARC-91831-015-06/18

This AMENDMENT NO. 4 (the "Fourth Amendment") TO THE PROFESSIONAL SERVICE AGREEMENT, made and entered into the 23rd day of June, 2020, is entered into by and between the County of Riverside ("COUNTY"), a political subdivision of the State of California, and JAS Pacific ("CONTRACTOR"), a California Corporation, sometimes collectively referred to as the "Parties".

RECITALS

WHEREAS, the County of Riverside ("COUNTY") entered into that certain Professional Service Agreement for On-Call Services for plan review and inspections ("Original Agreement"), effective May 12, 2015, with JAS Pacific ("CONTRACTOR") (the "Original Agreement"); and

WHEREAS, COUNTY and CONTRACTOR amended the Original Agreement with Amendment No. 1 effective July 1, 2016 to add overtime rates to Exhibit B of the Original Agreement (Amendment No. 1) (the Original Agreement together with Amendment No.1, the "First Amended Agreement"); and

WHEREAS, COUNTY and CONTRACTOR amended the First Amended Agreement with Amendment No. 2 effective March 7, 2017 to amend the period of performance amend compensation (Amendment No. 2) (the First Amended Agreement together with Amendment No.2, the "Second Amended Agreement"); and

WHEREAS, COUNTY and CONTRACTOR amended the Second Amended Agreement with Amendment No. 3 effective June 12, 2019 to amend Exhibit A, the "Scope of Work" and to replace Exhibit B with Exhibit B-1 "Payment Previsions" (Amendment No. 3) (the Second Amended Agreement together with Amendment No.3, the "Third Amended Agreement"); and

WHEREAS, the COUNTY and CONTRACTOR now desire to amend the Third Amended Agreement to amend the "Compensation" and the "Period of Performance".

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

1. The above recitals are true and correct, and are incorporated herein by reference.
2. Amendment No. 2 ("Period of Performance"), is deleted in its entirety and replaced with the following: "Change the expiration date to December 31, 2020"
3. Amendment No. 2 ("Compensation"), the second sentence of the Agreement is hereby deleted in its entirety and replaced with the following: "Maximum payments by "The COUNTY shall not exceed an aggregate amount of \$740,000 (Seven Hundred and Forty Thousand Dollars), including all expenses based on availability of

RFP# TLARC-424
BOS agenda # & Date – Item 3-46 Approved on 05-12-2015
Amendment (1) 7-6-2016
Amendment (2) BOS 3-7-2017 3.55
Amendment (3) 6/12/19

Form #116-311 Revision Date: 01/13/2016

4080 Lemon Street Riverside CA 92501

JUN 30 2020 3:36


COUNTY OF RIVERSIDE
AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICE AGREEMENT WITH
JAS PACIFIC

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".

4. The effective date of this Fourth Amendment shall be the date upon which this Fourth Amendment is executed by the County.
5. 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 ~~First~~ Amendment.

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

By: 
Manuel V. Perez, Chairman
Board of Supervisors

Dated: JUN 30 2020


JAS Pacific
a California Corporation

By: 
Name: Christine Champany
Title: Vice President

Dated: 6/18/2020

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
chief Deputy County Counsel

SYNTHIA M. GUNZEL

COUNTY OF RIVERSIDE
AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICE AGREEMENT
WITH
WILLDAN ENGINEERING

Original Contract Term:	April 20, 2015 through June 30, 2020
Contract Term Amended To:	December 31, 2020
Original Annual Maximum Contract Amount:	\$2,000,000
Amended Annual Maximum Contract Amount:	\$2,140,000
Contract ID:	TLARC-91831-014-06/18

This AMENDMENT NO. 5 (the "Fifth Amendment") TO THE PROFESSIONAL SERVICE AGREEMENT, made and entered into the 23rd day of June, 2020, is entered into by and between the County of Riverside ("COUNTY"), a political subdivision of the State of California, and Willdan Engineering ("CONTRACTOR"), a California Corporation, sometimes collectively referred to as the "Parties".

RECITALS

WHEREAS, the County of Riverside ("COUNTY") entered into that certain Professional Service Agreement for On-Call Services for plan review and inspections ("Original Agreement"), made and entered into the 20th day of April, 2015, with Willdan Engineering ("CONTRACTOR"); and

WHEREAS COUNTY and CONTRACTOR amended the Original Agreement with Amendment No. 1 Effective November 1, 2015 to amend compensation to CONTRACTOR ("Amendment No. 1") (the Original Agreement as amended by Amendment No.1, the "First Amended Agreement"); and

WHEREAS COUNTY and CONTRACTOR amended the First Amended Agreement with Amendment No. 2 Effective July 1, 2016 to add overtime rates to Exhibit B, "Payment Provisions" to the First Amended Agreement ("Amendment No. 2") (the First Amended Agreement as amended by Amendment No.2, the "Second Amended Agreement"); and

WHEREAS COUNTY and CONTRACTOR amended the Second Amended Agreement with Amendment No. 3 Effective March 7, 2017 to amend Section 2.1, "Period of Performance" and to amend Section 3.1 "Compensation" of the Second Amended Agreement ("Amendment No. 3") (the Second Amended Agreement as amended by Amendment No.3, the "Third Amended Agreement"); and

WHEREAS COUNTY and CONTRACTOR amended the Third Amended Agreement with Amendment No. 4 Effective June 11, 2019 to amend Exhibit A, the "Scope of Work" and to replace Exhibit B with Exhibit B-1 "Payment Previsions" ("Amendment No. 4") (the Third Amended Agreement together with Amendment No. 4, the "Fourth Amended Agreement") and

WHEREAS, the COUNTY and CONTRACTOR now desire to amend the Third Amended Agreement to amend the "Compensation" and the "Period of Performance".

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

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

RFP# TLARC-424
BOS agenda # & Date – Item 3-46 Approved on 05-12-2015
Amendment (1) BOS 12-15-2015 3-34
Amendment (2) 6-30-2016
Amendment (3) BOS 3-7-2017 3-55
Amendment (4) 06/11/2019

Form #116-311 Revision Date: 01/13/2016

JUN 30 2020

3.36

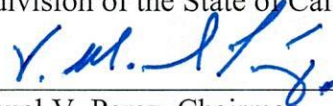
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COUNTY OF RIVERSIDE
AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICE AGREEMENT
WITH
WILLDAN ENGINEERING

2. Amendment No. 3 ("Period of Performance"), is deleted in its entirety and replaced with the following: "Change the expiration date to December 31, 2020"
3. Amendment No. 3 ("Compensation"), the second sentence of the Agreement is hereby deleted in its entirety and replaced with the following: "Maximum payments by "The COUNTY shall not exceed an aggregate amount of \$2,140,000 (Two Million One Hundred and Forty Thousand Dollars), including all expenses based on 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".
4. The effective date of this Fifth Amendment shall be the date upon which this Fifth Amendment is executed by the County.
5. 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 ~~First~~ Amendment.

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

By: 
Manuel V. Perez, Chairman
Board of Supervisors

Dated: JUN 30 2020

Willdan Engineering
a California Corporation

By: 
Name: Patrick Johnson
Title: Director - Building & Safety

Dated: 6-17-2020

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Deputy County Counsel

SYNTHIA M. GUNZEL

COUNTY OF RIVERSIDE
AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICE AGREEMENT
WITH
INTERWEST CONSULTING GROUP

Original Contract Term:	April 20, 2015 through June 30, 2020
Contract Term Amended To:	December 31, 2020
Original Annual Maximum Contract Amount:	\$2,400,000
Amended Annual Maximum Contract Amount:	\$2,680,000
Contract ID:	TLARC-91831-013-06/18

This AMENDMENT NO. 6 (the “Sixth Amendment”) TO THE PROFESSIONAL SERVICE AGREEMENT, made and entered into the 23rd day of June , 2020 is entered into by and between the County of Riverside (“COUNTY”), a political subdivision of the State of California, and Interwest Consulting Group (“CONTRACTOR”), a California Corporation, sometimes collectively referred to as the “Parties”.

RECITALS

WHEREAS, the County of Riverside (“COUNTY”) entered into that certain Professional Service Agreement for On-Call Services for plan review and inspections (“Original Agreement”), made and entered into the 20th day of April, 2015, with Interwest Consulting Group (“CONTRACTOR”) (the “Original Agreement”); and

WHEREAS, COUNTY and CONTRACTOR amended the Original Agreement with Amendment No. 1 with an Effective Date of November 1, 2015 to amend Exhibit B to the Original Agreement to adjust the compensation paid by COUNTY to CONTRACTOR (“Amendment No. 1”)(the Original Agreement together with Amendment No. 1, the “First Amended Agreement”); and

WHEREAS, COUNTY and CONTRACTOR amended the First Amended Agreement with Amendment No. 2 with an Effective Date of July 1, 2015 to add overtime rates to Exhibit B to the First Amended Agreement (“Amendment No. 2”)(the First Amended Agreement together with Amendment No. 2, the “Second Amended Agreement”); and

WHEREAS, COUNTY and CONTRACTOR amended the Second Amended Agreement with Amendment No. 3 with an Effective Date of March 7, 2017 to amend the and to adjust “Compensation” accordingly (“Amendment No. 3”)(the Second Amended Agreement together with Amendment No. 3, the “Third Amended Agreement”) and

WHEREAS, COUNTY and CONTRACTOR amended the Third Amended Agreement with Amendment No. 4 with an Effective Date of August 27, 2018 to amend Exhibit A, the “Scope of Work” and to adjust “Compensation” accordingly (“Amendment No. 4”)(the Third Amended Agreement together with Amendment No. 4, the “Fourth Amended Agreement”) and

WHEREAS, COUNTY and CONTRACTOR amended the Fourth Amended Agreement with Amendment No. 5 with an Effective of June 17, 2019 to amend Exhibit A, the “Scope of Work” and to replace Exhibit B-1 with Exhibit B-2 “Payment Previsions” (“Amendment No. 5”) (the Fourth Amended Agreement together with Amendment No. 5, the “Fifth Amended Agreement”) and

RFP# 424
BOS agenda # & Date – Item 3-46 Approved on 05-12-2015
Amendment (1) 12/15/2015 3-34
Amendment (2) 7/16/2016
Amendment (3) 3/7/2019 3-55
Amendment (4) 9/7/2019
Amendment (5) 6/17/2019

Form #116-311 Revision Date: 01/13/2016

4080 Lemon Street Riverside CA 92501

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COUNTY OF RIVERSIDE
AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICE AGREEMENT
WITH
INTERWEST CONSULTING GROUP

WHEREAS, the COUNTY and CONTRACTOR now desire to amend the Fifth Amended Agreement to amend the "Compensation" and the "Period of Performance".

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

1. The above recitals are true and correct, and are incorporated herein by reference.
2. Amendment No. 3 ("Period of Performance"), is deleted in its entirety and replaced with the following: "Change the expiration date to December 31, 2020"
3. Amendment No. 3 ("Compensation"), the second sentence of the Agreement is hereby deleted in its entirety and replaced with the following: "Maximum payments by "The COUNTY shall not exceed an aggregate amount of \$2,680,000 (Two Million Six Hundred and Eighty Thousand Dollars), including all expenses based on 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".
4. The effective date of this Sixth Amendment shall be the date upon which this Third Amendment is executed by the County.
5. All other terms and conditions of the Agreement not modified herein shall remain unchanged.

RFP# 424
BOS agenda # & Date – Item 3-46 Approved on 05-12-2015
Amendment (1) 12/15/2015 3-34
Amendment (2) 7/16/2016
Amendment (3) 3/7/2019 3-55
Amendment (4) 9/7/2019
Amendment (5) 6/17/2019


Form #116-311 Revision Date: 01/13/2016

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COUNTY OF RIVERSIDE
AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICE AGREEMENT
WITH
INTERWEST CONSULTING GROUP

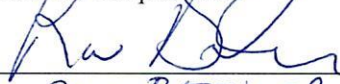
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 56

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

By: 
Manuel V. Perez, Chairman
Board of Supervisors

Dated: JUN 30 2020

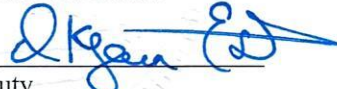
Interwest Consulting Group
a California Corporation

By: 
Name: RON BEEHLER
Title: DIRECTOR

Dated: 6-18-2020

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Chief Deputy County Counsel

SYNTHIA M. GUNZEL