

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



**ITEM: 3.52  
(ID # 26312)**

**MEETING DATE:**

Tuesday, December 03, 2024

**FROM :** OFFICE OF ECONOMIC DEVELOPMENT AND FIRST 5 RIVERSIDE COUNTY

**SUBJECT:** OFFICE OF ECONOMIC DEVELOPMENT: French Valley Childcare and Early Childhood Learning Experience– Approval of First Amendment to the Design-Build Agreement with Bernards Bros. Inc., District 3. [\$19,000,000 - 63% ARPA D3 Child Care Facilities, 16% Riverside County Library System Fund 21200, 11% First 5 Proposition 10 Fund 25800, 5% ARPA Countywide Department Response – Contingency, and 5% ARPA First 5 (Previously Approved Budget)] (4/5 Vote Required)

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

1. Authorize Deobligation of \$1,000,000 from the County of Riverside's ARPA Early Childcare and Education Recovery funding category and authorize the use of \$1,000,000 from the ARPA Countywide Department Response – Contingency funding to be used on the French Valley Childcare and Early Childhood Learning Experience Project ("Project"); and
2. Approve the attached First Amendment to the Design-Build Agreement between the County of Riverside (County) and Bernards Bros. Inc. (Bernards Bros.) of San Fernando, California, in the total amount of \$18,000,000 for the Project, and authorize the Chair of the Board (Chair) to execute the amendment on behalf of the County; and

Continued of page 2

**ACTION:Policy, CIP**


  
Suzanne Holland, Director of Office of Economic Development 11/5/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Gutierrez 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 Gutierrez  
Nays: None  
Absent: None  
Date: December 3, 2024  
xc: OED, First 5

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

3. Authorize the Purchasing Agent to execute pre-qualified consultant service agreements not to exceed \$200,000, per pre-qualified consultant, per fiscal year, in accordance with applicable Board policies for this project, and authorize the Purchasing Agent to issue Purchase Orders for the for the sum of all project contracts that shall not exceed \$19,000,000; and
  
4. Authorize the Director of the Office of Economic Development, or her designee, to administer the amendment and agreement in accordance with applicable Board policies.

<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>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 63% District 3 ARPA, 16% Riverside County Library System Fund, 11% First 5 Proposition 10 Fund, 5% ARPA Countywide Department Response – Contingency, and 5% ARPA First 5 (Previously Approved Budget)			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 24/25 - 25/26	

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

**BACKGROUND:**

**Summary**

On November 7, 2023 (Item 3.23), the Board of Supervisors approved the French Valley Childcare and Early Childhood Learning Experience Project In-Principle and total project budget of \$19,000,000, to design and construct an approximately 13,000 square foot building on the same property as the French Valley Library, located at 31526 Skyview Road, Winchester, CA 92596. The Project will include approximately 9,000 square feet of childcare programming and 4,000 square feet for an interactive hands-on learning experience. Developing these services adjacent to the French Valley Library will create a learning hub for future generations.

On May 7, 2024 (Item 3.12), the Board of Supervisors approved the phase one progressive Design-Build Agreement with Bernards Bros, Inc. of San Fernando, California, in the amount of \$17,250,000. Under the progressive design-build project delivery model, the design-builder delivers the project in two distinct phases: phase one includes predevelopment costs (estimating, scheduling, etc.) and design development to get to a guaranteed maximum price (GMP), and phase two includes as-needed budget clarifications based on public subcontractor bids, clarifications, and exclusions, permitting, construction and completion. Phase one is complete and Bernards Bros., Inc. and the County have determined the final Project GMP to be \$18,000,000. Bernards Bros., Inc. and team were able to fully design the project, bid and finalize the budget within the original Office of Economic Development’s target estimate (per the Project Design-Build Request for Qualifications/Proposals) of \$17,250,000. The Office of Economic Development is including a County maintained Unforeseen Conditions Allowance of \$698,812 into the First Amendment to cover any major unforeseen conditions, owner

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modifications, etc. Unused unforeseen conditions allowance will be returned to the County. The GMP price includes design, construction, general conditions, bonds, insurance, and overhead and profit. The Office of Economic Development maintains an additional \$1,000,000 for County scope including CEQA, tribal agreements, utility purveyor administrative costs, plan check, geotechnical, permitting, inspections, and modest contingency. The total project budget approved on November 7, 2023 (Item 3.23) remains unchanged at \$19,000,000. The original schedule remains unchanged, with final construction completion on January 4, 2026.

On September 10, 2024 (Item 3.19), the Board of Supervisors adopted the Mitigated Negative Declaration (MND) and the Mitigation Monitoring and Reporting Program (MMRP) for Environmental Assessment Number 202411. The Project, as determined, will not have a significant effect on the environment with implementation of the approved mitigation measures.

The Office of Economic Development recommends the Board approve the First Amendment to the Design-Build Agreement with Bernards Bros., Inc. in the total amount of \$18,000,000 to allow Bernards Bros., Inc. to immediately initiate construction of the Project.

**Impact on Residents and Businesses**

The Project provides needed space for childcare facilities and early learning services, which directly responds to the negative public health and economic impact disparities, as enumerated in the ARPA Final Rule. As specifically noted in the ARPA Final Rule, Background: Childcare and Early Learning (4363):

“As daycares and schools closed in-person activities during the pandemic, many working families were left without childcare during the day. Although daycare centers and schools have since reopened in many communities, there remains a persistent childcare shortage as childcare employment levels have not fully rebounded since the sharp decline in childcare employment at the beginning of the pandemic. As a result, working parents in communities across the country, and more specifically women, may face challenges entering or reentering the labor force.”

**Additional Fiscal Information**

All costs associated with this Project were previously approved on November 7, 2023 (Item 3.23), in the amount of \$19,000,000. The First Amendment to the Design-Build Agreement with Bernards Bros., Inc. in the total amount of \$18,000,000, is within the previously approved total project budget of \$19,000,000, and therefore no project budget increase or budget adjustment is required.

Bernards Bros., Inc. First Amendment contract expenditures for FY 2024/25 are estimated at \$10,000,000; expenditures for FY 2025/26 are estimated at \$7,250,000.

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The revised GMP Project budget allocation is as follows:

<b>BUDGET LINE ITEMS</b>	<b>ORIGINAL BUDGET AMOUNT</b>	<b>GMP BUDGET AMOUNT</b>
PRE-DEVELOPMENT	\$179,500	\$179,500
REGULATORY PERMITTING/INSPECTIONS	\$532,500	\$532,500
COUNTY ADMINISTRATION	\$38,000	\$38,000
DESIGN-BUILD AGREEMENT	\$17,250,000	\$18,000,000
PROJECT CONTINGENCY	\$1,000,000	\$250,000
<b>TOTAL BUDGET</b>	<b>\$19,000,000</b>	<b>\$19,000,000</b>

**ATTACHMENTS:**

- First Amendment to Design-Build Agreement for Bernards Bros., Inc.

SH;AJ;MF;es

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Scott Bruzner 11/21/2024

  
Aaron Gettis, Chief of Deputy County Counsel 11/20/2024

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**FIRST AMENDMENT TO DESIGN-BUILD AGREEMENT  
BY AND BETWEEN THE COUNTY OF RIVERSIDE AND  
BERNARDS BROS., INC. FOR  
THE FRENCH VALLEY CHILDCARE AND EARLY CHILDHOOD  
LEARNING EXPERIENCE PROJECT ED1900758**

**THIS FIRST AMENDMENT** is entered into by and between the COUNTY OF RIVERSIDE, ("COUNTY"), and BERNARDS BROS., INC. (herein referred to as "Design-Builder"), regarding the Design-Build Agreement first entered into on May 7, 2024, via Riverside County Board of Supervisors approval, Minute Order 3.12.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and providing that all other sections not amended remain in full force and effect, the parties hereto agree to amend the Agreement as follows:

- A. Paragraph 1.2.1 CONTRACT DOCUMENTS, is hereby amended to include the following Exhibits, attached herein and incorporated at the end of the First Amendment:
- a. **Exhibit M:** Guaranteed Maximum Price (GMP) Schedule of Values.
  - b. **Exhibit N:** Design and Construction Special Provisions.
  - c. **Exhibit O:** Technology Responsibility Matrix.
  - d. **Exhibit P:** Construction Document Log.
  - e. **Exhibit Q:** Bid Set Drawings.
  - f. **Exhibit R:** Bid Set Specifications.
  - g. **Exhibit S:** GMP Project Schedule.

- B. Paragraph 4.1.1, is hereby amended in its entirety to read as follows: Total Compensation. County shall pay the Design-Builder in current funds for the Design-Builder's complete performance of the Work, a turn-key childcare and early learning experience building, including but not limited to: design; exhibit design and construction; demolition; site and building construction; utilities; data and telecommunications, camera and security systems, furniture, fixtures, and equipment, advanced procurement in accordance with the Contract Documents the Contract Sum of Eighteen Million

1 Dollars (\$18,000,000); this Contract Sum includes Six Hundred Ninety-Eight Thousand, Eight  
2 Hundred Twelve Dollars (\$698,812) in County Unforeseen Conditions Allowance, as further  
3 detailed below:

4 a. Unforeseen Conditions Allowance Criteria


- 5 i. Applies to all material and labor allowances identified in the contract documents.
- 6 ii. The Allowance is used only as directed by the County.
- 7 iii. The Allowance is used exclusively for the County's purposes and for the defined  
8 Scope of Work.
- 9 iv. The Contractor will prepare detailed breakdown of all costs associated with the work  
10 defined for the allowance. These amounts will be charged against the Allowance by  
11 an Owner Change Order, based on final detailed payment receipts and back-up as  
12 required by County, and will include all direct costs of work performed under the  
13 defined work scope.
- 14 1. The Contractor shall obtain quotes for equipment from three separate vendors  
15 and present to County for consideration and selection.
- 16 v. The Contractor shall include in the base bid contract amount all cost of coordination,  
17 supervision, bond costs, overhead and profit, supervision, installation and all indirect  
18 project costs associated with the work defined. Where allowance amount is not  
19 exceeded, no general contractor costs will be permitted to be charged against the  
20 allowance amounts specified below.
- 21 1. At project closeout, unused Unforeseen Conditions Allowances shall be  
22 credited to the County by Change Order based on the cash value established  
23 per Section IV above.
- 24 2. Changes that exceed the amount of allowance will be processed as a Change  
25 Order per Contract Documents.


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27 [REMAINDER OF PAGE LEFT BLANK]

1 IN WITNESS HEREOF, the parties hereto have caused their duly authorized representatives to  
2 execute this First Amendment.


3  
4 "COUNTY"  
5 COUNTY OF RIVERSIDE

CONSULTANT:  
BERNARDS BROS., INC.

6  
7 By:   
8 Chair **CHUCK WASHINGTON**  
9 Board of Supervisors


By:   
Name: Sam Laham  
Title: Vice President

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12 ATTEST:  
13 KIMBERLY A. RECTOR  
14 Clerk of the Board

15  
16 By:   
17 Deputy

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19 (SEAL)

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22 APPROVED AS TO FORM:  
23 MINH C. TRAN  
24 County Counsel

25  
26 By:   
27 Deputy County Counsel