

**AGENDA
MEETING OF THE
ANIMAL CARE JPA
THURSDAY, MAY 26, 2011, 10:00 A.M.
YUCCA VALLEY COMMUNITY CENTER MESQUITE ROOM**

ROLL CALL: Directors Cronin, Hagerman, Huntington, Chair Derry

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1-3 Approve the minutes of February 24, 2011 as presented

DIRECTORS REPORTS/UPDATES

DISCUSSION ITEMS

1. Approve 2009-10 Audit Expense (continued from 1/27 meeting)
- 4-7 2. Receive Architect Project Update
- 8-14 3. Approval of Change Order #1 to contract in an amount not to exceed \$34,910 for Additional Geotechnical Services
- 15-18 4. Approve Amendment no. 1 to Animal Shelter Architect's Contract authorizing the Project Manager to approve written JPA change authorizations for Extra Services up to a maximum cumulative amount of \$50,000
5. Receive JPA Financial Report Update

FUTURE AGENDA ITEMS

- A. Adopt Reimbursement Strategies
- B. Establish In-Kind Contribution Policy
- C. Establish Capital Asset Policy

PUBLIC COMMENTS

ADJOURNMENT

**ANIMAL CARE JPA MINUTES
THURSDAY, FEBRUARY 24, 2011**

Chair Derry called the meeting to order at 10:05 a.m. with Directors Hagerman, Huntington, Cronin and Chair Derry present.

PLEDGE OF ALLEGIANCE

Led by Chair Derry

APPROVAL OF MINUTES

Approve the minutes of January 27, 2011 as presented.

Director Hagerman moved and Director Huntington seconded to approve the minutes of January 27, 2011. As there was no objection, the minutes stand approved.

DIRECTORS REPORTS/UPDATES

None

DISCUSSION ITEMS

1. **Discuss the Appointment of the Project Manager**
2. **Sub Committee Report Regarding neighborhood questions presented at the 1/27 Meeting.**
3. **Upland facility overview presentation**
4. **Reimbursement Strategies**

With regard to the agenda items, Director Cronin advised that the Town has prepared a presentation encompassing all the items. He noted the County's concerns are the repayment schedule and project cost allocations, which must be reviewed before the JPA approves them.

Town Manager Nuaimi began the Power Point presentation providing a project management plan showing hours for him and the staff. He noted that there will be a need for a future agenda item regarding construction management.

Director Cronin recommend appointment of a project manager be forwarded to the subcommittee consisting of Cronin and Huntington. It was noted that County hasn't reviewed the proposal. Director Huntington requested that the proposal be forward to the CAO at the same time the subcommittee is reviewing the information. Town

Manager Nuaimi stated that right now the committee is delaying signing of contract, noting the Town is eating the costs at this time and has forwarded \$435,000 to the JPA. We can't get a proposal form the Architect unless we have a signed contract. Chair Derry stated it wouldn't be proper for him to approve the contract since there hasn't been an opportunity to review it at the county level. Director Cronin advised that the JPA could share the proposed time line with the Architect and to the CAO at the same time.

Director Huntington stated it is important to move the proposal forward as soon as possible.

Director Cronin recommended the JPA meet again in 2 weeks, noting his concern is the appointment of the project manager, reimbursement strategy and time to meet with the CAO.

Town Manager Nuaimi advised that his hours will be free until the county is comfortable with the reimbursement strategy.

Upon motion by Director Huntington, second by Director Cronin, and no objections stated the issue will be sent to the subcommittee.

Town Manager Nuaimi continued with the Power Point showing responses to questions submitted by the surrounding neighborhood at the last meeting. He noted if the JPA would like more time to review the responses, he can hold off sending them to the neighborhood.

Judith Journey, Yucca Valley, advised they were told in 2005 that the present shelter wasn't going to permanent when the Town took it over.

Ernie Goodlander, Yucca Valley, commented regarding another trip to review the Upland facility.

Town Manager Nuaimi showing the facility in Upland and the surrounding area.

Members of the audience discussed the facility and what they have in comparison to what the Town will be able to afford.

Town Manager Nuaimi presented the proposed reimbursement strategy showing two different scenarios.

Director Hagerman commented that it was mentioned that the main focus of the JPA is the financing and design portion of the facility. He advised he appreciates the public input received today, however those comments are better directed at the Town Council and Planning Commission level.

Upon further discussion there will be a subcommittee meeting at Town Hall on

Thursday March 3, 2011 at 10:00 a.m. and another JPA meeting on Thursday March 10th at 3:00 p.m.

FUTURE AGENDA ITEMS

- A. Approve 2009-10 Audit Expense (continued from 1/27 meeting)

Director Cronin thanked Yucca Valley staff for providing comments to the Audit Management Letter.

PUBLIC COMMENTS

None

ADJOURNMENT

There being no further business the meeting was adjourned at 11:25 a.m.

Respectfully submitted

Jamie Anderson
Town Clerk

ANIMAL CARE JPA STAFF REPORT

To: JPA Board Members
From: Mark Nuaimi, Town Manager
Date: May 22, 2011
For JPA Meeting: May 26, 2011

Subject: Architect Project Update

Prior JPA Review: None

Recommendation:

- Receive and File Architect Project Update

Order of Procedure:

Request Staff Report
Request Public Comment
JPA Discussion/Questions of Staff
Motion/Second
Discussion on Motion
Call the Question (Voice Vote)

Discussion: The Architect has initiated the pre-design services associated with the scope of work for the Animal Shelter design contract. A project schedule is shown on the following page with updated status information.

The architect has met with the shelter staff to refine the facility requirements and to review site constraints, alternative configurations, and preliminary site plans / facility floor plans. The architect will be in attendance at the JPA meeting to present this information to the board.

A number of the required technical studies have been initiated and completed. During the initial soils / geotechnical investigation, it was determined that the property is within a State of California Alquist Priolo Fault Hazard Zone. This determination requires that the consultant further evaluate the potential for fault hazard and provide recommendations for structural setbacks, if necessary.

An additional scope of services has been developed and is presented as a separate item on this agenda. That scope includes the supplemental fault evaluation, support from the county geologist, support from a native plant specialist, native plant removal and transplanting, and coordination from the architect. It involves excavation and backfill of approximately 350 lineal feet of fault trench up to estimated 15 feet deep. The site has had native plant surveys completed and the trenching activity will require the relocation of 9 trees.

The template for the CEQA documentation has been drafted along with the Project Description. The consultant estimates that 60% of the pre-design services have been completed. A copy of the first project invoice is attached.

Alternatives: None

Fiscal impact: None

Attachments: April 2011 Activity Invoice

Williams Architects, Inc.

276 N. Second Avenue
Upland, CA 91786

Invoice

Date	Invoice #
5/13/2011	051101

Bill To
Brian M. Cronin, Secretary 351 N. Mountain View Ave, 3rd Floor San Bernardino, CA 92415

Project Name		Project/Phase				Project No.	
Yucca Valley Animal Shelter		All Phases				158-001-01-11	
Description	Proposal Amount	Total %	Prior Amt	Prior %	Curr %	Amount	
Pre-Design Phase	12,582.55	60.00%			60.00%	7,549.53	
Concept (schematic) Design Phase	25,165.10	0.00%			0.00%	0.00	
Design Development phase	37,747.65	0.00%			0.00%	0.00	
Construction Documents Phase - 50% completion	50,330.20	0.00%			0.00%	0.00	
Construction Documents Phase - 100% completion	50,330.20	0.00%			0.00%	0.00	
Construction Documents Phase - Completion of Corrections	25,165.10	0.00%			0.00%	0.00	
Bid and Construction Administration Phase	42,780.07	0.00%			0.00%	0.00	
Close-Out	5,033.02	0.00%			0.00%	0.00	
Architectural Subtotal	249,133.89	3.03%			3.03%	7,549.53	
Professional Services April 3rd, 2011 through April 30, 2011			Total				\$7,549.53
			Payments/Credits				\$0.00
			Balance Due				\$7,549.53

ANIMAL CARE JPA STAFF REPORT

To: JPA Board Members
From: Mark Nuaimi, Town Manager
Date: May 22, 2011
For JPA Meeting: May 26, 2011

Subject: Approval of Change Order #1 -- Proposal to Perform a Supplemental Fault Evaluation;
Authorization to Increase Architect Contract by an amount not to exceed \$34,910

Prior JPA Review: None

Recommendation:

- Authorize Change Order #1 approving additional work to Perform a Supplemental Fault Evaluation; and
- Increase the Architect contract by an amount not to exceed \$34,910

Order of Procedure:

Request Staff Report
Request Public Comment
JPA Discussion/Questions of Staff
Motion/Second
Discussion on Motion
Call the Question (Voice Vote)

Discussion: As part of the project's preliminary geologic review, it was determined that the property is within a State of California Alquist Priolo Fault Hazard Zone. This determination requires that the consultant further evaluate the potential for fault hazard and provide recommendations for structural setbacks, if necessary.

The scope of services includes the supplemental fault evaluation, support from the county geologist, support from a native plant specialist, native plant removal and transplanting, and coordination from the architect. The additional work proposed by Leighton Constructing is included as an attachment to this report. It involves excavation and backfill of approximately 350 lineal feet of fault trench up to estimated 15 feet deep. The site has had native plant surveys completed and the trenching activity will require the relocation of 9 trees.

The Town engineer has reviewed the costs associated with the additional trenching and concurs with the projected costs. This proposal represents a worst-case level of effort. As the investigation proceeds, the geologists may conclude that trenching the entire expanse is not required.

Alternatives: None

Fiscal impact: This action would increase the architect contract by an amount not to exceed \$34,910. Total funding authorized for the Architect's contract would increase to an amount not to exceed \$ 286,470 (current award at \$251,560).

Geotechnical/Soils Engineer

Leighton & Associates - As per proposal

Bob Reha \$20,000.00

County Geologist

Wes Reeder 6 hrs \$60 \$360
 4 hrs \$60 \$240

\$600.00

Native Plant Specialist

Archie Rieser 8 hrs \$60 \$480 \$480.00

Protected Plant Mover

Mike Brasening - Unique Gardens

No of 12'-14' to be moved: 6 @ \$350 6 trees \$350 \$2,100

No of 12'-14' to be moved: 6 @ \$500 3 trees \$550 \$1,650

\$3,750.00

Williams Architects, Inc.

Max and Rene - Coordination/Site Visits/Reviews

Plant Relocation

Rene 16 Hrs \$110 \$1,760

Trenching

Rene 32 hrs \$110 \$3,520

Max 8 hrs \$130 \$1,040

Follow Up/Coordination/Report

Rene 8 hrs \$110 \$880

Max 4 hrs \$130 \$520

Drawing Coordination

Rene 16 Hrs \$110 \$1,760

Project Coordinator 8 hrs \$75 \$600

\$10,080.00

Total Added Services

\$34,910.00

Attachments: Leighton Consulting, Inc. proposal



Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

May 9, 2011

Proposal No. P612-00533

Williams Architects, Inc.
276 North Second Avenue
Upland, California 91786

Attention: Ms. Rene' Glynn, Vice President

Subject: Proposal to Perform a Supplemental Fault Evaluation, Proposed Yucca Valley Animal Shelter, 56460 Paseo Los Ninos, Yucca Valley, San Bernardino County, California.

INTRODUCTION

In response to your request, Leighton Consulting, Inc. (LCI) is pleased to submit this proposal to conduct a supplemental fault evaluation for the proposed animal shelter to be located on five acres of land at 56460 Paseo Los Ninos in the Town of Yucca Valley, California. As discussed, as part of our geologic review, it was determined that the property is within a State of California Alquist Priolo Fault Hazard Zone. The purpose of our work will be to further evaluate the potential for fault hazard and provide recommendations for structural setbacks, if necessary.

PROPOSED SCOPE OF SERVICES

Based on our understanding of the site conditions and the proposed development, we propose to perform the following scope of services for this phase of investigation:

- Coordination of the excavation and backfill of approximately 350 lineal feet of fault trench up to estimated 15 feet deep. Provide water truck for dust control during excavation and backfill. We anticipate this trench to be excavated in 2 to 3 offset segments to avoid sensitive habitat.
- Logging and review of up to 350 lineal feet of fault trench to an approximate depth of 15 feet below ground surface by a geologist from this firm and reviewed by a Certified Engineering Geologist. Maximum of 4 days of field logging are anticipated.
- Meeting on-site with the San Bernardino County Geologist to review fault trenches during the field investigation.
- Preparation of an appropriately illustrated letter report of our findings and recommendations.

Our scope of services does not include an assessment of the site for the presence of substances that may be considered hazardous. If we encounter material that we suspect may be hazardous, we will discontinue work in the immediate area and notify you. Although we do not anticipate this to be an issue at this site, we have available environmental specialists on staff who can assist you should the need arise. A proposal for handling of such materials and recommended further action will be submitted upon request.

CONTINGENCIES

Our fee and scope of work for the geotechnical study is contingent upon the following:

- The site is accessible to our staff and equipment and you will provide LCI right-of-entry onto the site in various stages of our investigation. We understand there may be sensitive habitat in our area of investigation. We will coordinate with you the intended areas of investigation for your clearance of the work area.
- Permits or fees are not included (if any) for coordination with County Geologist, water and water use. We understand water is available near the site.
- The proposed fault trench depth of 15 feet is expected to be adequate to expose older alluvial sediments (sands) over lying Mesozoic bedrock age materials and thus adequately fulfill the requirements of the investigation. This estimate is based on our review of the area geologic maps. If additional depth in the fault trench is required to achieve the necessary age of exposed soils, you will be notified for further approval before we proceed.
- You will provide reports of previous geotechnical and/or environmental-related investigations, if any, that were not performed by Leighton Consulting, Inc. or one of our affiliated companies under Leighton Group, Inc.

SCHEDULE

We are prepared to begin this work upon receiving your written approval of this agreement. Depending on site access constraints, our field work could begin within 2-3 days after we receive written authorization for this work provided all rental equipment is available. Report preparation will require an additional 2-3 weeks to complete after completion of trench excavation.

FEE AND TERMS

We propose to provide the above outlined scope of fault trenching investigation services on a time-and-expense basis as detailed in table below. We have applied a 10 percent discount to our professional rates on our 2010 Fee Schedule for this project.



<i>Task #</i>	<i>Task Description:</i>	<i>Estimated Cost (\$)</i>
<i>Task 1:</i>	Field Preparation	850
<i>Task 2:</i>	Fault Trenching and Backfill Equipment	9,400
	Fault Trench Logging and Site coordination/review	5,300
<i>Task 4:</i>	Geologic Analyses and Report Preparation	4,500
	<i>Total =</i>	<i>\$20,050</i>

The above fee includes the fees for all staff and heavy equipment. It excludes any permit fees, water use fees, County of San Bernardino fees, which will be invoiced at cost plus 10 percent. We assume this project is **not subject to the Prevailing Wage Laws**. Our fees are based on the condition that our field exploration(s) can be performed during normal weekday daylight-hours. Services requested in addition to the above-described scope of work will be invoiced on a time-and-expense basis in accordance with the attached Fee Schedule.

Attached is an Agreement covering our services. If the services are awarded to Leighton Consulting, Inc. please have the Scope of Work Agreement executed by a duly authorized officer and return one fully executed copy for our records. Your assent to our performing services prior to execution of a mutually acceptable contract constitutes your agreement that the terms of the attached Agreement shall control until such a definitive contract is executed by both parties. The scope and fees set forth in this Proposal reflect the risks that are limited by the terms and conditions and may require a change in the scope of services or fees or both.

CLOSURE

We appreciate the opportunity to submit this proposal and we look forward to working with you again. If you have any questions or information that would update our scope of work, please call us at your convenience in our Palm Desert Office at (760) 776-4192.

Respectfully submitted,
LEIGHTON CONSULTING, INC.



Bob Riha, CEG
Senior Principal Geologist

RFR/SIS/dm

Enclosures: Scope of Work Agreement
2010 Professional Fee Schedule

Distribution: (1) Addressee



SCOPE OF WORK AGREEMENT

This Scope of Work, effective May 9, 2011, is, upon execution of the Parties, incorporated as Scope of Work Number ___ under Master Services Agreement No. _____ by _____ and between Leighton Consulting, Inc. and Williams Architects, Inc. ("CLIENT").

PROJECT LOCATION: Proposed Yucca Valley Animal Shelter, 56460 Paseo Los Ninos, Yucca Valley, San Bernardino County, California

DESCRIPTION OF SERVICES: Proposal to Perform a Supplemental Fault Evaluation. See attached Proposal P612-00533, dated May 9, 2011.

LEIGHTON CONSULTING:

Leighton Consulting, Inc.
41715 Enterprise Circle N, Suite 103
Temecula, California 92560
Telephone: 951.296.0530
Facsimile: 951.296.0534
Prime Contact: **Mr. Robert Riha**

CLIENT:

Williams Architects, Inc.
276 North Second Avenue
Upland, California 91786
Telephone: 909.981.5188
email: rene@keyway.net
Prime Contact: **Ms. Rene' Glynn**

FEE:

The Services shall be undertaken on a time-and-expense basis in the amount of Twenty Thousand Fifty Dollars (20,050), payable upon receipt of invoice.

I have reviewed and agree to this scope of work.

LEIGHTON CONSULTING, INC.

WILLIAMS ARCHITECTS, INC.

By (Signature)

By (Signature)

(Print Name)

(Print Name)

Date

Date

CLIENT ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE DOCUMENT ENTITLED "INFORMATION FOR CLIENTS REGARDING LEIGHTON CONSULTING'S SERVICES"



Leighton

ANIMAL CARE JPA STAFF REPORT

To: JPA Board Members
From: Mark Nuaimi, Town Manager
Date: May 22, 2011
For JPA Meeting: May 26, 2011

Subject: Approve Amendment no. 1 to Animal Shelter Architect's Contract authorizing the Project Manager to approve written JPA change authorizations for Extra Services up to a maximum cumulative amount of \$50,000

Prior JPA Review: None

Recommendation:

- Authorize Project Manager to approve necessary Change Orders within the available amount set aside for Extra Services (maximum cumulative amount of \$50,000); and
- Approve Amendment No. 1 to Animal Shelter Architects Contract

Order of Procedure:

Request Staff Report
Request Public Comment
JPA Discussion/Questions of Staff
Motion/Second
Discussion on Motion
Call the Question (Voice Vote)

Discussion: During the early phases of the architect's contract execution, a change in scope was identified based upon the early environmental and technical studies that were being completed.

The current contract language requires JPA board approval of any additions to scope of services. This inflexibility introduces inefficiency in executing the work required to complete the architectural scope of services.

Typically when such a contract is awarded, a contingency amount is also authorized to allow for the efficient management of the project. The Project Manager recommends a project contingency be approved in the amount of \$50,000. The Project Manager will report to the JPA on authorized change orders as they arise during the execution of the contract activity.

Amendment No. 1 to the architect's contract is required to allow such a process to be established.

Alternatives: None

Fiscal impact: This action would authorize an additional \$50,000 allocation to the Animal Shelter design project. Total funding authorized for the Architect's contract would increase to \$301,560 (current award at \$251,560)

Attachments: ANIMAL CARE JOINT POWERS AUTHORITY ANIMAL SHELTER ARCHITECT'S CONTRACT -- AMENDMENT NO. 1

**ANIMAL CARE JOINT POWERS AUTHORITY
ANIMAL SHELTER ARCHITECT'S CONTRACT
AMENDMENT NO. 1**

THIS CONTRACT("Contract") is entered into in the State of California by and between the Animal Care Joint Powers Authority, hereby called the JPA, and

Name	hereinafter
<u>Williams Architects, Inc.</u>	called <u>Architect</u>
Address	
<u>276 N. Second Avenue</u>	<u>Email: maxw@keyway.net</u>
<u>Upland, CA 91786</u>	<u>Fax: 909.981.7207</u>
Telephone	Federal ID No. or
<u>909.981.5188</u>	Social Security No.
	<u>33-0219177</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, on March 10, 2011, the Animal Care Joint Powers Authority (JPA) and Williams Architect, Inc. (Architect) entered into contract to perform services relative to the development, design and construction administration of the proposed new Animal Shelter to be located in the Town of Yucca Valley.

WHEREAS, JPA and Architect desire to expedite approval of certain change orders required to complete necessary CEQA studies, surveys and related work.

NOW, THEREFORE, said contract is hereby amended as follows:

- I. **Article 4. Compensation, Section 4.1, paragraph (j)**, is hereby amended to read as follows:

Payment for Extra Services as described in Article 6, Extra Services of Architect, shall be made only after the Architect provides the JPA with an agreed upon "not-to-exceed" amount, as determined by negotiation with the JPA Project manager and approved by the Board, including all relative costs, prior to the start of any work. Notwithstanding the above, the JPA Project Manager may approve written JPA change authorizations for Extra Services up to a maximum cumulative amount of \$50,000.

- II. **Article 6. Extra Services of Architect, Section 6.1**, is hereby amended to read as follows:

All services of Architect's personnel or sub-consultants provided for in this Contract, including but not limited to Article 3, Basic Services of Architect, and Attachment A, Scope of Work, shall be considered Extra Services and shall not be paid without the written prior approval of JPA. Notwithstanding the above, the JPA Project Manager may

approve written JPA change authorizations for Extra Services up to a maximum cumulative amount of \$50,000. Extra Services performed that have not been properly authorized by JPA, or the JPA Project Manager as set forth above, shall all be non-reimbursable. Such Extra Services shall be a gratuitous effort by Architect.

All other terms and conditions of the original Contract shall remain in full force and effect.

ANIMAL CARE JOINT POWERS AUTHORITY

Neil Derry, Chairman, Board of Directors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By _____
Secretary of the Board of Directors of the JPA

Approved as to Legal Form.

Jean-Rene Basle
JPA Counsel

By _____
Regina A. Coleman, Principal Assistant

WILLIAMS ARCHITECT, INC.
(Print or type name of corporation, company, contractor, etc.)

By _____
(Authorized signature - sign in blue ink)

Name Max E. Williams, AIA, AICP
(Print or type name of person signing contract)

Title Architect/President C8402
(Print or Type)

Dated: _____