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



ITEM: 3.13 (ID # 15505)

**MEETING DATE:** 

Tuesday, August 17, 2021

**FROM:** FACILITIES MANAGEMENT AND HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

**SUBJECT:** FACILITIES MANAGEMENT (FM) AND HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS: Lakeland Village Community Center Master Planning Project - Ratify and Approve the First Amendment to the Professional Services Agreement for Architectural Services with Glenn A. Rick Engineering and Development Company, District 1. [\$40,095 - 93.98% Capital Improvement Program Fund 30700, 6.02% Community Development Block Grant Funds (Previously approved budget)]

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

- Ratify and approve the attached First Amendment to the Professional Services Agreement for Architectural Services between the County of Riverside (County) and Glenn A. Rick Engineering and Development Company, d.b.a. Rick Engineering Company (Rick Engineering), of San Diego, California, in the amount of \$40,095, for the Lakeland Village Community Center Master Planning (Lakeland Master Planning) Project; and
- 2. Authorize the Director of Facilities Management, or her designee, to administer the amendment to Rick Engineering in accordance with applicable Board policies.

**ACTION:Policy, CIP** 

Rose Salgado, Director of Facilities Management (

2021 Heidi

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Hewitt, seconded by Supervisor Jeffries 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:

August 17, 2021

FM, HHPWS

Kecia R. Harper

Clerk of the Board

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FINANCIAL DATA	Curre	nt Fiscal Year:	Next Fi	scal Year:	т	otal Cost:	On	going Cost
COST	\$	40,095	\$	0	\$	40,095	\$	0
NET COUNTY COST	\$	0	\$	0	\$	0	\$	0
SOURCE OF FUNDS: CIP Fund 30700-93.98%, Community					Budget Adjustment: No			
Development Block Grant Funds-6.02% (Previously approved budget)				For	Fiscal Year:	2021	/22	

C.E.O. RECOMMENDATION: Approve

# BACKGROUND:

## **Summary**

On March 2, 2021, Item 3.12, the Board of Supervisors (Board) approved the Notice of Completion for the Lakeland Master Planning Project construction contract with Vincor Construction, Inc. The Project renovated the site to include recreation activities, Americans with Disabilities Act (ADA) improvements, pavement removal, and enhanced landscaping throughout.

On June 4, 2019, Item 3.6, the Board approved the professional services agreement for architectural services between the County of Riverside (County) and Rick Engineering in the amount of \$165,700 for the Lakeland Master Planning Project. During the project, Rick Engineering provided additional design, bidding, and construction administration services. Facilities Management (FM) recommends the Board approve the First Amendment to compensate Rick Engineering for the additional services in the not-to-exceed amount of \$40,095, for a revised contract value of \$205,795. The Project was completed on time and within budget.

### Impact on Residents and Businesses

The Lakeland Master Planning Project and the site developments will improve the provision of programs to the residents utilizing the community center as well as provide a place for recreation.

### **Additional Fiscal Information**

Commences on Page 3

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

### **Additional Fiscal Information**

All costs associated with this Board action were previously approved on December 17, 2019 (Item 3.8) in the amount of \$1,997,000 and are 93.98% funded through Capital Improvement Program Fund 30700 and 6.02% funded through Community Development Block Grant Funds. The First Amendment for Rick Engineering in the amount of \$40,095 is accounted for within the approved project budget, therefore an adjustment to the project budget is not required with this Board action. Monies will be expended in FY 2021/22.

### Attachment:

First Amendment to the Professional Services Agreement for Architectural Services with Glen A. Rick Engineering Company

RS:SP:RB:ES;mg

FM08100009807

MT Item #15505

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os, Director County Counsel

8/5/2021

# FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE COUNTY OF RIVERSIDE AND GLENN A. RICK ENGINEERING AND DEVELOPMENT COMPANY FOR LAKELAND VILLAGE COMMUNITY CENTER MASTER PLANNING PROJECT

THIS FIRST AMENDMENT is entered into by and between GLENN A. RICK ENGINEERING AND DEVELOPMENT COMPANY (herein referred to as "CONSULTANT"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY").

WHEREAS, on June 4, 2019, the County and Consultant entered into the Agreement for Professional Services to provide landscape architecture and civil engineering design services, bidding and construction administration associated with the design and construction of the Lakeland Village Community Center Master Planning Project;

WHEREAS, due to budget limitations and multiple phasing, Consultant will be required to provide additional design, bidding and construction administration support for the Phase II construction;

WHEREAS, the County has asked Consultant for additional design services and construction management to fulfill this modified schedule and reopening.

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:

- I. Section 1. <u>SCOPE OF SERVICES</u> is hereby amended in its entirety as follows:
- 1. SCOPE OF SERVICES: CONSULTANT shall perform all services and other activities necessary to provide comprehensive master planning services including programming, sketches, estimates, phasing plans, and construction documents for Phase I and Phase II of the Lakeland Village Community Center Master Planning Project, described in further detail in Exhibit "A." CONSULTANT shall provide all services in accordance with the original Agreement and First Amendment, and as outlined and specified in Exhibit "A", consisting of one (1) page(s), attached hereto and by this reference incorporated herein.

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First Amendment with Rick Engineering Co. Lakeland Village Community Center Master Planning Project FM08100009807

1.1 CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by the Agreement and First Amendment, to fully and adequately complete the project. CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT further represents and warrants to the COUNTY that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. CONSULTANT further represents that it shall keep all such licenses and approvals in effect during the term of this First Amendment.

# II. Section 2. PERIOD OF PERFORMANCE is hereby amended in its entirety as follows:

- 2. CONSULTANT shall commence performance of services within one (1) calendar day after execution of this First Amendment and shall diligently perform the services to full completion of the Project as required and in accordance with the Scheduled Project completion date of August 31, 2021, unless sooner terminated as specified in Paragraph 8, or extended as provided in Paragraph 13. All applicable indemnification provisions in the Agreement shall remain in effect following the termination of the Agreement.
- II. Section 3. <u>COMPENSATION</u> is hereby amended in its entirety as follows:
  - 3.1 COUNTY shall pay to CONSULTANT for services performed in accordance with the Scope of Services set forth in Exhibit "A". The total amount of compensation paid to CONSULTANT under the Agreement and this First Amendment shall not exceed the maximum of Two Hundred Five Thousand, Ninety-Five Dollars (\$205,795), which includes a reimbursable expense allowance of \$3,000, as identified in Exhibit "A", unless a written amendment to the Agreement is executed by both parties prior to performance of additional services.
    - 3.2 Reimbursable expenses, if applicable, are defined in Exhibit "A".
  - 3.3 Said compensation shall be paid in accordance with an invoice submitted to COUNTY by CONSULTANT within fifteen (15) days from the last day of each calendar month, and Page 2 of 5

COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice.

3.4 Unless otherwise stated in Exhibit "A", the basis for the monthly invoice and payment thereon shall be on a percentage completion basis to be billed monthly.

# [REMAINDER OF PAGE LEFT BLANK]

1	IN WITNESS HEREOF, the parties hereto ha	ve caused their duly authorized representatives to execute
2	this First Amendment.	
3		
4	"COUNTY"	CONSULTANT:
5	COUNTY OF RIVERSIDE	Glenn A Rick Engineering Company
6	Van Co'	0 00 m
7	By: KAREN SPIEGEL	By: Vogy J. Jall
8	Chair	Roger Ball, RCE 27678, Expires 3/31/2022
9	Board of Supervisors	Chief Executive Officer
10		Federal Tax I.D. No. <u>95-1859899 Address</u> :
11		5620 Friars Road
12	ATTEST:	San Diego, CA 92110
13	KECIA R. HARPER	
14	Clerk of the Board	
15	By: (1) ) AUCULP (1) (1)	
16	Deputy	
17		
18	(SEAL)	
19	The same of	
20		
21	APPROVED AS TO FORM:	
22	GREGORY P. PRIAMOS	
23	County Counsel	
24	By:	
25	K.Benvalder	
26	Deputy County Counsel	
27		Page 4 of 5

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# Exhibit "A"

# GENERAL SCOPE OF WORK

The proposed scope of work for Phase I and Phase II shall include, but is not limited to, Project Management, Project Coordination, Consultant Coordination, Site Visits, Meetings, Landscape Concepts and Engineering, Construction Documents, Bidding Assistance, Construction Administration and Record Documents, Cost Estimating, and Reimbursables. FEE

## Task

	1: Landscape Project Management, Project Coordination, Consultant Coordination, Site Visits, Meetings	<b>Costs</b> \$16,600.00
•	2: Landscape Concepts and Engineering	
•	3. Construction and Engineering	

•	2: Landscape o	
•	2: Landscape Concepts and Engineering 3: Construction Documents	4
•	4: Bidding Assistance	\$36,000.00
•	5: Construction Administration & record	\$87,145.00
	- Ciricita	\$7,110.00
•	6: Cost Estimating	\$32,700.00
	7: Reimburgable 5	

•	6: Cost Estimating	\$32,700.0
•	7: Reimbursable Expenses	\$9.240.00
•	8: Allowance	\$8,240.00
TAL: \$205,795.00		\$3,000.00
_	4203,793.00	\$15,000.00

TOTAL: \$205,795.00 

# SCHEDULE

The project is expected to be complete by August 31, 2021.

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