

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



ITEM: 3.13  
(ID # 20504)

**MEETING DATE:**

Tuesday, February 28, 2023

**FROM :** FACILITIES MANAGEMENT AND RIVERSIDE COUNTY FIRE DEPARTMENT :

**SUBJECT:** FACILITIES MANAGEMENT AND RIVERSIDE COUNTY FIRE DEPARTMENT:  
Riverside County Fire Administration Parking Lot Improvements Phase I – Approval of Revised Project Budget and Approval of Third Amendment to the Professional Services Agreement with Cozad & Fox, Inc., District 1. [\$119,952 – 51% Fire Department General Fund 10000, 49% Structural Fire Taxes Fund 21000]

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

1. Approve the attached Third Amendment to the Professional Services Agreement between the County of Riverside and Cozad & Fox, Inc. (Cozad) of Hemet, California, for the Riverside County Fire Administration Parking Lot Improvements Phase I (County Fire Admin Parking Lot Phase I) Project to increase the design and engineering services agreement in the not to exceed amount of \$65,541, from \$99,283 to \$164,824 for design and engineering services, and authorize the Chairman of the Board to execute the amendment on behalf of the County;
2. Authorize the Director of Facilities Management, or her designee, to administer the Third Amendment with Cozad in accordance with applicable Board policies;

Continued on Page 2

**ACTION:Policy, CIP**

  
Bill Weiser, Fire Department Chief

2/10/2023

  
Rose Salgado, Director of Facilities Management

2/10/2023

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, and Gutierrez  
Nays: None  
Absent: Perez  
Date: February 28, 2023  
xc: FM, Fire

Kimberly Rector  
Clerk of the Board

By:   
Deputy

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

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

3. Approve an increase to the project budget in the not to exceed amount of \$119,952 for a revised project budget of \$832,200 for the County Fire Admin Parking Lot Phase I Project; and
4. Authorize use of the Fire Department General Fund 10000 and Structural Fire Taxes Fund 21000 not to exceed the additional \$119,952 for the Project, including reimbursement to Facilities Management for incurred project related expenses.

<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>	\$ 119,952	\$ 0	\$ 119,952	\$ 0
<b>NET COUNTY COST</b>	\$ 61,176	\$ 0	\$ 61,176	\$ 0
<b>SOURCE OF FUNDS:</b> 51% Fire Department General Fund 10000, 49% Structural Fire Taxes Fund 21000			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 22/23	

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

**BACKGROUND:**

**Summary**

On August 28, 2018, Item 3.40, the Board of Supervisors approved in-principle the County Fire Admin Parking Lot Phase I Project and the preliminary project budget in the amount of \$712,248. The Project consisted of demolishing and installing new parking lot paving, striping of parking stalls, parking stall wheel stops, lighting, landscaping, concrete flatwork, and a new retention basin.

On June 19, 2018, Item 3.9, the Board approved a pre-qualified list of architectural and engineering design firms to be retained on an as-needed basis. Due to their experience, Facilities Management selected Cozad & Fox, Inc. of Hemet, California, from the pre-qualified list to provide design and engineering services to the Project. On January 2, 2019, an agreement was executed between the County and Cozad in the amount of \$99,593. Due to added soils testing and removal of staking and associated warranty inspections, two credit amendments were issued to Cozad. The first amendment was executed on February 8, 2019 in the deductive amount of \$214, and the second amendment was executed on June 27, 2019 in the deductive amount of \$96, for a revised contract value of \$99,283.

In June 2020, the design drawings and plan check were completed, and a construction cost proposal was received July 2020 which exceeded the budget. Scope was reassessed and a new construction cost proposal was received March 2021, which was again higher than the budget. Due to the high cost of renovating the entire parking lot along with the required retention

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

basin, the scope was significantly reduced and modified to address the higher priority of site security improvements including a new driveway approach to accommodate heavy equipment and wrought iron fencing with automatic gates. Priority was also given to constructing a covered patio area and seating for County Fire employees which includes bio-retention planter areas. Due to the revisions to the design, a Third Amendment is necessary for additional design services to incorporate the scope modifications and will compensate Cozad in the not to exceed amount of \$65,541 for a revised contract value of \$164,824.

(Continued)

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

**BACKGROUND:**

**Summary (Continued)**

Based on the revised scope of the Project and the associated estimated construction cost, the original project budget will require a project budget increase. Facilities Management (FM) recommends the Board approve a project budget increase of \$119,952, from \$712,248 to \$832,200 to the Project. FM intends to use the best cost-effective project delivery method and award the construction contract in accordance with applicable Board policies to expedite the completion of the project.

**Impact on Residents and Businesses**

The County Fire Admin Parking Lot Phase I Project will provide site security improvements and handling of emergency vehicles to allow the Fire Department to provide services to the community in the most cost effective and timely matter.

**Additional Fiscal Information**

The approximate allocation of the revised project budget is as follows:

<b>PROJECT BUDGET LINE ITEMS</b>	<b>CATEGORY</b>	<b>PROJECT BUDGET</b>	<b>PROJECT BUDGET ADJUSTMENT</b>	<b>REVISED PROJECT BUDGET</b>
Architectural Design	1	40,900	123,924	164,824
Construction Management	2	0	0	0
Construction Contract	3	453,698	19,202	472,900
Construction Inspection	4	0	6,520	6,520
Project Management	5	20,000	68,301	88,301
Fixtures, Furnishings, Equipment	6	0	0	0
Other Soft Costs / Consultants	7	82,900	(67,900)	15,000
Project Contingency	8	64,750	19,905	84,655
Minor Construction	9	50,000	(50,000)	0
<b>Revised Project Budget</b>		<b>\$ 712,248</b>	<b>\$ 119,952</b>	<b>\$ 832,200</b>

The Board previously approved a project budget in the amount of \$712,248 on August 28, 2018, (Item 3.40) and is 51% funded by the Fire Department General Fund 10000 and 49% funded by the Structural Fire Taxes Fund 21000. This Board action will increase the project budget by \$119,952, for a revised project budget from \$712,248 to \$832,200.

(Continued)

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

**Additional Fiscal Information (Continued)**

All costs associated with this Board action will be 51% funded by the Fire Department General Fund 10000 and 49% funded by the Structural Fire Taxes Fund 21000. Monies will be expended in FY 22/23.

Attachment:

- Third Amendment with Cozad & Fox, Inc.

RS:VB:RM:RB:JH:SC:mg                      FM08270009198                      MT Item #20504  
G:\Project Management Office\FORM 11'S\FORM 11's\_In Process\20504\_D4 - 009198 - RivCo Fire Admn PrkgLot Improvmnts-Ph I -  
RevProjBdgt & Third Amend-Cozad&Fox\_022823.doc

  
Veronica Santillan, Principal Management Analyst                      2/15/2023

  
Ronak Patel, Deputy County Counsel                      2/14/2023

THIRD AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT

For RIVERSIDE COUNTY FIRE ADMINISTRATION PARKING LOT IMPROVEMENT PROJECT

FM08270009198

This Third Amendment to the Professional Services Agreement (herein referred to as "Agreement") is made and entered as of the date of the last signature on the signature page of this Agreement by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY") and COZAD AND FOX, INC a California corporation, (herein referred to as "CONSULTANT") regarding the Professional Services Agreement first entered into on January 2, 2019.

WHEREAS, Government Code Section 31000 et seq. authorizes the COUNTY to contract for services with a person who is specially trained and experienced, and who is competent to perform the special services required; and

WHEREAS, COUNTY and CONSULTANT have entered into that certain Professional Services Agreement for the Riverside County Fire Administration Parking Lot Improvement Project, executed January 2, 2019, (herein referred to as "Original Agreement") in order for CONSULTANT to perform all services and other activities necessary to facilitate the design and engineering for the parking lot improvements as described in further detail of Exhibit "A-2"; and

WHEREAS, although the Original Agreement, by its terms, expired September 30, 2019, the parties have mutually continued their arrangement through the date of this Agreement; and

WHEREAS, COUNTY and CONSULTANT did amend the Original Agreement on February 8, 2019 and June 27, 2019 to modify the Scope of Services and compensation; and

WHEREAS, COUNTY and CONSULTANT desire to amend the Original Agreement and its amendments to extend the period of performance through September 30, 2024, add additional services, and to increase the not to exceed amount as permitted by the Original Agreement; and

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:

FEB 28 2023 3.13

I. SCOPE OF SERVICES. Section 1. SCOPE OF SERVICES is hereby amended to add the following sentence at the end of the first paragraph: “CONSULTANT shall further provide all services in accordance with this Agreement and as outlined and specified in Exhibit “A-3”, dated January 10, 2023, consisting of two (2) pages, attached hereto and by this reference incorporated herein, for the purpose of CONSULTANT providing extended Professional Services. All references to Exhibit “A-3” shall also include reference to Exhibit “A-2”.

II. PERIOD OF PERFORMANCE: Section 2. PERIOD OF PERFORMANCE is hereby amended to add the following sentence: “CONSULTANT shall commence performance of services within one (1) calendar day after January 2, 2019 and shall diligently perform the services to full completion of the Project as required and in accordance with the scheduled Project completion date of **September 30, 2024**, unless sooner terminated as specified in Paragraph 8, or extended as provided in Paragraph 13.”

III. COMPENSATION: Subsection 3.1 of Section 3. COMPENSATION is hereby amended to increase the not to exceed amount by \$65,541.00 from \$99,283.00 to \$164,824.00, as follows: “COUNTY shall pay to CONSULTANT for services performed in accordance with the Scope of Services set forth in EXHIBIT “A-3”. The total amount of compensation paid to CONSULTANT under this Agreement shall not exceed the maximum of **ONE HUNDRED SIXTY FOUR THOUSAND EIGHT HUNDRED AND TWENTY FOUR DOLLARS (\$164,824.00)**, including reimbursable expenses, unless a written amendment to the Agreement is executed by both parties prior to performance of additional services.”

IV. COUNTERPARTS; ELECTRONIC SIGNATURES. This Third Amendment may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Third Amendment agrees to the use of electronic

signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Third Amendment. The parties further agree that the electronic signatures of the parties included in this Third Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[REMAINDER OF PAGE LEFT BLANK]



IN WITNESS WHEREOF, the Parties have caused their duly authorized representative to execute this Agreement.

“COUNTY”  
COUNTY OF RIVERSIDE

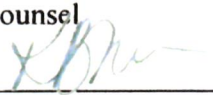
CONSULTANT:  
COZAD AND FOX, INC.

By: \_\_\_\_\_  
Chairman  
Board of Supervisors

By: \_\_\_\_\_  
(Name and Title of Consultant Signing Amendment)  
Address: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:  
KIMBERLY RECTOR  
Clerk of the Board  
By: \_\_\_\_\_  
Deputy

(SEAL)

APPROVED AS TO FORM:  
MINH C. TRAN  
County Counsel  
By:  \_\_\_\_\_  
Kristine Bell-Valdez  
Deputy County Counsel

IN WITNESS WHEREOF, the Parties have caused their duly authorized representative to execute this Agreement.

“COUNTY”

COUNTY OF RIVERSIDE

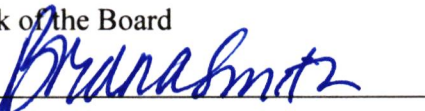
CONSULTANT:

COZAD AND FOX, INC.

By:   
KEVIN JEFFRIES  
Chairman  
Board of Supervisors

By: \_\_\_\_\_  
(Name and Title of Consultant Signing Amendment)  
Address: \_\_\_\_\_  
\_\_\_\_\_


ATTEST:  
KIMBERLY RECTOR

Clerk of the Board  
By:   
Deputy

(SEAL)

APPROVED AS TO FORM:

MINH C. TRAN

County Counsel  
By:   
Kristine Bell-Valdez  
Deputy County Counsel

FEB 28 2023 3.13

IN WITNESS WHEREOF, the Parties have caused their duly authorized representative to execute this Agreement.

“COUNTY”

COUNTY OF RIVERSIDE

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

Chairman

Board of Supervisors

ATTEST:

KIMBERLY RECTOR

Clerk of the Board

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

Deputy

(SEAL)

APPROVED AS TO FORM:

MINH C. TRAN


County Counsel

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

Deputy County Counsel

CONSULTANT:

COZAD AND FOX, INC.

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

(Name and Title of Consultant Signing Amendment)

Address: 151 S. GIRARD ST  
HEMET, CA 93544



- CIVIL / STRUCTURAL ENGINEERS
- MUNICIPAL CONSULTANTS
- SURVEYORS / PLANNERS
- WATER RESOURCES
- TRANSPORTATION

**EXHIBIT A-3**  
**EXTRA WORK AUTHORIZATION**

<b>DATE:</b> Revised December 23, 2022 <b>Revised January 10, 2023</b>	<b>JOB NO:</b> 1801403.00
<b>EMAIL:</b> <a href="mailto:schow@rivco.org">schow@rivco.org</a>	<b>EXHIBIT:</b> A-3
<b>PHONE:</b> 951-955-6622	<b>C/O NO:</b> 3
<b>CLIENT:</b> Serena Chow Riverside County Facilities Management 3450 14 <sup>th</sup> Street, Suite 200 Riverside, CA 92501	<b>PROJECT:</b> Perris Fire Administration Center. <b>FM08270009098</b>

This Extra Work Authorization amends our amended contract dated January 15, 2019. No additional work above or beyond said contract can be performed without an approved Extra Work Authorization.

**Cozad & Fox, Inc.** is pleased to provide an estimate for additional engineering services for RCFD Administration Center Rehabilitation Project in Perris. **Cozad & Fox, Inc.** will assist Facilities Management, as requested with coordinating the design and construction services. The following is a cost proposal for the extra work beyond that of the original contract.

**Cozad & Fox, Inc.** will perform the following services:

- STAKING** – **Cozad & Fox, Inc.** will provide construction staking as needed throughout construction. Includes staking calculations, cut sheets and survey coordination.  
Estimate..... \$6,836.00
- ACCEPTANCE INSPECTION** – **Cozad & Fox, Inc.** will participate in a final walk through and prepare a construction deficiencies list (Punch List) that documents items to be completed prior to acceptance of the completed project.  
Estimate..... \$1,296.00
- WARRANTY INSPECTION** – **Cozad & Fox, Inc.** will participate in an inspection of the improvements one month prior to the conclusion of the contractor's one-year warranty period and make recommendations for repairs or modifications, as appropriate.  
Estimate..... \$1,464.00

4. **PROJECT CHANGE OF SCOPE AND RE-DESIGN – Cozad & Fox, Inc.** initially worked on the revisions on a time and material basis with the understanding that a separate purchase order would be drafted for costs above the original contract per an email dated 2/23/2022 from Dominick Lombardi. **Cozad and Fox, Inc.** have already revised the plan for a Courtyard plan and will assist Facilities Management with coordinating the design and construction services. **Cozad & Fox, Inc.** was requested to revise the previous plan with lighting, site drainage and landscaping for a Courtyard at the Administration Center. **Cozad & Fox, Inc.** has already sub-contracted with **Hermann Design Group** to provide landscaping and irrigation plans and specifications and also with **RTM** for electrical engineering.

Estimate..... \$44,945.00

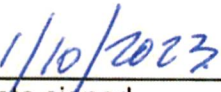
**REIMBURSABLES ..... \$1,000.00**

**DESIGN CONTINGENCY ALLOWANCE..... \$10,000.00**  
**(To be authorized by the County of Riverside)**

**TOTAL ESTIMATE..... \$65,541.00**

  
\_\_\_\_\_  
Cozad & Fox, Inc

\_\_\_\_\_  
Client

  
\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Date signed