

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



ITEM: 3.10
(ID # 25937)

MEETING DATE:
Tuesday, October 08, 2024

FROM : FACILITIES MANAGEMENT

SUBJECT: FACILITIES MANAGEMENT: Lakeland Village Sports Park - Approval of the Third Amendment to the Professional Services Agreement for Glenn A. Rick Engineering and Development Company; District 2. [\$28,060 – 100% American Rescue Plan Act (ARPA) Fund 21735 (Previously Approved Budget)]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Third Amendment to the Professional Services Agreement (Third Amendment) between the County of Riverside (County) and Glenn A. Rick Engineering and Development Company (Rick Engineering) of San Diego, California, for the Lakeland Village Sports Park Project to increase the design and engineering services agreement in the not to exceed amount of \$28,060, and authorize the Chair of the Board to execute the amendment on behalf of the County; and
2. Authorize the Director of Facilities Management, or her designee, to administer the Third Amendment with Rick Engineering in accordance with applicable Board Policies.

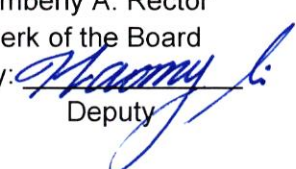
ACTION:Policy, CIP


Rose Salgado, Director of Facilities Management 8/16/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Jeffries 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: October 8, 2024
xc: FM

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 28,060	\$ 0	\$ 28,060	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: American Rescue Plan Act (ARPA) Fund 21735 – 100% (Previously approved budget)			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On May 10, 2022, Item 3.1, the Board of Supervisors (Board) approved in-principle and a preliminary project budget in the amount of \$5,000,000 for the Lakeland Village Sports Park Project located within the Lakeland Village Community Center site at 16275 Grand Avenue, Lake Elsinore, California 92530; for the rehabilitation of two (2) existing baseball fields, a new restroom/ concession stands, and hardscape. On May 23, 2023, Item 3.14, the Board approved the First Amendment to the Professional Services Agreement with Rick Engineering in the amount of \$108,970 for a new contract amount of \$208,735 and approved the plans and specifications for bidding and construction of the Lakeland Village Sports Park Project. On October 23, 2023, the Board approved the construction contract with Roadway Engineering in the amount of \$5,449,400 and approved the Second Amendment to the Professional Services Agreement with Rick Engineering in the amount of \$34,500, for a revised contract value from \$208,735 to \$243,235.

During the construction phase, the scope of work for Rick Engineering had modifications which included additional site signage, extended construction administration services for landscape architecture and civil engineering, and modifications to the drawings for Southern California Edison power requirements. The Third Amendment to the Professional Services Agreement will compensate Rick Engineering in the not to exceed amount of \$28,060, for a revised contract value from \$243,235 to \$271,295.

Facilities Management recommends the Board approve the Third Amendment to the Professional Services Agreement with Rick Engineering in the amount of \$26,080 to complete the construction phase of the Project to meet scheduled project commitments.

Impact on Residents and Businesses

The Lakeland Village Sports Park will provide a community gathering space and will transform an existing ball field into an active, lively, and green place. Furthermore, parks investments in the County will improve physical and mental health outcomes. Allowing the public access to

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nature, including parks, has been connected to decreased levels of illness and increased well-being.

Additional Fiscal Information

The Board previously approved a revised project budget in the amount of \$6,554,389 on October 31, 2023 (Item 3.13) and is 100% funded through the American Rescue Plan Act Fund 21735. The Third Amendment for Rick Engineering in the amount of \$28,060 is accounted for within the approved project budget, therefore an adjustment is not required with this Board action. The \$28,060 will be expended in FY 24/25.

Attachments:

- Third Amendment to the Professional Services Agreement with Glenn A. Rick Engineering and Development Company

RS:VB:RM:DL:SC:TV.

FM08720011956

MT Item #25937

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Stacy Orton 9/26/2024


Aaron Gettis, Chief of Deputy County Counsel 9/25/2024

**THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
FOR LAKELAND VILLAGE SPORTS PARK PROJECT**

FM08720011956

This Third Amendment (herein referred to as "Third Amendment") to the Professional Services Agreement is made and entered as of the date of the last signature on the signature page of this Amendment by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY") and GLENN A. RICK ENGINEERING AND DEVELOPMENT CO., a California corporation, dba RICK ENGINEERING COMPANY (herein referred to as "CONSULTANT").

WHEREAS, COUNTY and CONSULTANT have entered into that certain Professional Services Agreement for the LAKELAND VILLAGE SPORTS PARK PROJECT (herein referred to as "Project"), executed on **May 3, 2022**, (herein referred to as "Agreement") in order for CONSULTANT to perform all services and other activities necessary to provide engineering design services, bidding assistance, and construction administration services as described in further detail in Exhibit "A" of the Agreement for the Project; and

WHEREAS, COUNTY and CONSULTANT did execute amendments to the Agreement on May 23, 2023, Agenda Item 3.14 and October 31, 2023, Agenda Item 3.13, to modify the Scope of Services, compensation, and extend the period of performance as permitted by the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and providing that all other terms and conditions of the Agreement shall remain unchanged and in full force and effect, the parties hereto agree as follows:

- I. SCOPE OF SERVICES. Section 1 is hereby amended to add the following sentence to the end of the first paragraph, as follows: "CONSULTANT shall further provide all services in accordance with this Agreement and as outlined and specified in Exhibit "A-3", consisting of one (1) page, attached hereto and by this reference incorporated herein."

- II. PERIOD OF PERFORMANCE. The first sentence of Section 2 is hereby amended to extend the project completion date from November 30, 2024, to March 31, 2025, to read as follows: “CONSULTANT shall commence performance of services within one (1) calendar day after May 3, 2022, and shall diligently perform the services to full completion of the Project as required and in accordance with the scheduled Project completion date of **March 31, 2025**, unless sooner terminated as specified in Section 8, or extended as provided in Section 13. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.”
- III. COMPENSATION. Subsection 3.1 is hereby amended to increase the not to exceed amount by \$28,060, from \$243,235 to \$271,295, to read as follows: “COUNTY shall pay to CONSULTANT for services performed in accordance with the Scope of Services set forth in Exhibit “A”, Exhibit “A-1”, Exhibit “A-2”, and Exhibit “A-3”. The total amount of compensation paid to CONSULTANT under this Agreement shall not exceed the maximum of TWO HUNDRED SEVENTY-ONE THOUSAND, TWO HUNDRED NINETY-FIVE DOLLARS (\$271,295), including reimbursable expenses, per Exhibit “A”, Exhibit “A-1”, Exhibit “A-2”, and Exhibit “A-3”, unless a written amendment to the Agreement is executed by both parties prior to performance of additional services.”
- IV. EXHIBIT A-3. Exhibit “A-3” is hereby added to the Agreement as attached hereto and incorporated herein. All references in the Agreement to Exhibit “A” shall also include reference to Exhibit “A-1”, Exhibit “A-2, and Exhibit “A-3”.
- V. 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 INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

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

“COUNTY”

COUNTY OF RIVERSIDE

By: 
Chuck Washington, Chairman

Board of Supervisors

“CONSULTANT”

GLENN A. RICK ENGINEERING AND
DEVELOPMENT CO.

By: Patricia Trauth

Title: Associate Principal, Assistant Vice President

By: *Patricia Trauth*

Address: 5620 Friars Road

San Diego, CA 92110-2596

ATTEST:

KIMBERLY A. RECTOR

Clerk of the Board

By: 
Deputy

(SEAL)

APPROVED AS TO FORM:

MINH C. TRAN

County Counsel

By: 

Deputy County Counsel



Exhibit “A-3”

Rick Engineering Company (CONSULTANT) shall perform additional design and engineering services for the LAKELAND VILLAGE SPORTS PARK PROJECT (FM08720011956) as detailed below:

Task A – Additional Construction Administration – Landscape Architecture

CONSULTANT will continue to assist in answering Project RFIs, responding to submittals, attending Project construction meetings that are related to the overall site and landscape plans and assist in contractor pay app reviews. Additionally, CONSULTANT will conduct (6) site visits to observe construction of Project through completion of Project and attend up to six (6) additional site meetings or teleconferences (assumes 2-hour each). An additional budget of seventy (70) hours has been assumed for this task.

Task B – Additional Construction Administration - Civil Engineering

CONSULTANT will continue to assist in answering Project RFIs and submittals that are related to the engineering plans and assist in change orders. Additionally, CONSULTANT will conduct two (2) site visits to observe construction of Project and attend up to six (6) site meetings or teleconferences (assumes 2-hour each). An additional budget of forty (40) hours has been assumed for this task.

Task C – CAD Files conversion to SCE Requirements

CONSULTANT will perform a conversion of the Project CAD base files to follow SCE CAD file requirements per email request by Kenneth Smell with SCE on February 16, 2024. Scope includes conversion of existing topography, existing survey boundary, existing utilities, proposed utilities, and proposed baseball fields and parking lot improvements and combining into a single CAD file.

Task D – Ballfield Site Signage

CONSULTANT will provide design, conceptual detailing, and locations for ballfield signage. The signs will include: one monument sign at two locations, one ballfield directional sign at four locations, two ballfield number signs at two locations, and one dedication plaque. The COUNTY will provide assistance with the dedication plaque text. The site signage package will include sign locations and sign detailing. Based on the site signage package, contractor will provide shop drawings for review and approval by CONSULTANT and the COUNTY. The package will be provided on 11x17 sheets. No additional COUNTY review process is included in Task D.

Fees

Task A - Additional Construction Admin - Landscape Architecture	\$11,560.00
Task B - Additional Construction Admin - Civil Engineering	\$ 9,200.00
Task C - CAD File Conversation for SCE Requirement	\$ 1,700.00
Task D - Ballfield Site Signage	\$ 5,600.00

Total Fee Amendment 3

\$28,060.00

THIRD AMENDMENT TO AGREEMENT_Lakeland Village Sports Park_SIGNATUREPKG

Final Audit Report

2024-09-23

Created:	2024-09-23
By:	Serena c (schow@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvM3FKOLTH64X6TWtmntRWLmKmy8UAVhK

"THIRD AMENDMENT TO AGREEMENT_Lakeland Village Sports Park_SIGNATUREPKG" History

-  Document created by Serena c (schow@rivco.org)
2024-09-23 - 5:21:17 PM GMT
-  Document emailed to Patricia Trauth (ptrauth@rickengineering.com) for signature
2024-09-23 - 5:21:36 PM GMT
-  Email viewed by Patricia Trauth (ptrauth@rickengineering.com)
2024-09-23 - 9:41:11 PM GMT
-  Document e-signed by Patricia Trauth (ptrauth@rickengineering.com)
Signature Date: 2024-09-23 - 9:41:56 PM GMT - Time Source: server
-  Agreement completed.
2024-09-23 - 9:41:56 PM GMT

**DIRECTORS ACTION BY UNANIMOUS WRITTEN CONSENT BY THE
DIRECTORS OF GLENN A. RICK ENGINEERING & DEVELOPMENT
COMPANY, a California corporation**

Pursuant to the California Corporations Code (California Revised Statutes), the undersigned, the directors of Glenn A. Rick Engineering & Development Company, dba Rick Engineering Company, a California corporation, hereby consent to the following action without a meeting:

RESOLVED, that following officers of the corporation are authorized to enter into contracts on behalf of the corporation:

Roger L. Ball, Principal, President and CEO
Paul J. Iezzi, Principal, Senior Vice President and Chief Financial Officer
Bruce M. Paton, Principal, Vice President
Kai E. Ramer, Principal, Vice President and COO
Robert A. Stockton, Principal, Vice President
Donald D. Woolley, Principal, Secretary
Troy W. Bales, Associate, Assistant Vice President
Jeff C. Barfield, Assistant Vice President
Edgar A. Camerino, Associate Principal, Assistant Vice President
Joseph M. Cirone, Associate, Assistant Vice President
Barry J. Cowan, Associate Principal, Assistant Vice President
Donald A. Druse, Principal, Vice President
Kelly L. Druse, Associate, Assistant Vice President
Geoffrey H. Dye, Associate, Assistant Vice President
Carson P. Edgington, Associate, Assistant Vice President
Joel A. Emert, Assistant Vice President
Robert K. Fitch, Associate Principal, Assistant Vice President
Timothy W. Gabrielson, Principal, Vice President
Jennifer L. Gaebe, Assistant Corporate Secretary
Kevin R. Gibson, Principal, Vice President
John D. Goddard, Associate Principal, Assistant Vice President
Brendan C. Hastie, Associate Principal, Assistant Vice President
Les W. Hopper, Principal, Vice President
Jayne Janda-Timba, Associate Principal, Assistant Vice President
Mark M. Jugar, Associate, Assistant Vice President
Craig J. Kahlen, Manager, Assistant Vice President
Brian P. Laird, Manager, Assistant Vice President
M. Scott Lillibridge, Assistant Vice President
Thomas E. Martin, Associate, Assistant Vice President
Patrick A. McMichael, Associate, Assistant Vice President
Dale E. Miller, Assistant Vice President
Brian Mooney, Principal, Vice President
Timothy J. Murphy, Principal, Vice President
Richard C. O'Neill, Associate Principal, Assistant Vice President
Christopher G. Patton, Associate Principal, Assistant Vice President
Douglas E. Schneider, Associate, Assistant Vice President
Nate C. Smith, Associate, Assistant Vice President
Brian R. Stephenson, Associate, Assistant Vice President
Patricia M. Trauth, Associate Principal, Assistant Vice President
Karen Van Ert, Associate, Assistant Vice President
Kristin M. Werksman, Associate, Assistant Vice President
Michael S. While, Associate Principal, Assistant Vice President

There being no further business to be brought before the board of directors, the above resolution is consented to.



Roger L. Ball



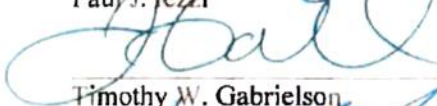
Bruce M. Paton



Paul J. Jezi



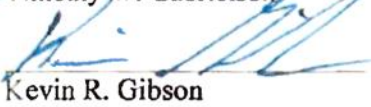
Kai E. Ramer



Timothy W. Gabrielson



Donald D. Woolley



Kevin R. Gibson

February 14, 2018