

**Contract Number**

24-950 A-1

**SAP Number**

**Bloomington Recreation and Park  
District**

<b>Department Contract Representative</b>	Jon Aldana, Sr. Project Manager
<b>Telephone Number</b>	909-386-8801
<b>Contractor</b>	KTU&A
<b>Contractor Representative</b>	Chris Langdon
<b>Telephone Number</b>	619-294-4477
<b>Contract Term</b>	09/24/2024 – 09/24/2029
<b>Original Contract Amount</b>	\$851,692
<b>Amendment No. 1 Amount</b>	\$225,908
<b>Total Contract Amount</b>	\$1,077,600
<b>Cost Center</b>	30.30.0188 6250003166
<b>Grant Number (if applicable)</b>	N/A

**IT IS HEREBY AGREED AS FOLLOWS:**

**Amendment No. 1 to Contract No. 24-950**

**WHEREAS**, on September 24, 2024, the San Bernardino County Board of Directors (Board) approved the Contract No. 24-950 (Contract) in the amount of \$851,692 between Bloomington Recreation and Park District (District) and KTU&A (Consultant), to provide professional engineering design and services for the Kessler Park Master Plan Phase 1 Project (Project); and

**WHEREAS**, the District determined that additional professional engineering design and services are required to design a Dream Field II at Ballfield No. 1 beyond the level of support identified in the contract scope of work; and

**WHEREAS**, the Parties mutually agreed to add an additional \$225,908 to the amended contract amount of \$851,692 for an additional amended total contract amount of \$1,077,600.

**NOW, THEREFORE**, in consideration of the terms, covenants, promises, representations, and conditions contained herein, and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged by each of the Parties, the Parties and each of them, hereby represent and agree to enter into this Amendment No. 1 to amend Contract No. 24-950 as follows:

1. DELETE Section B, and REPLACE it with a new Section B, which shall now read as follows:

## **B. CONSULTANT RESPONSIBILITIES**

Worked performed without proper authorization and without the properly executed purchase order is subject to non-payment. Consultant shall provide the labor, materials, and equipment to conduct laboratory testing, reporting and design services for the Architectural, Landscape Architectural and Engineering design of Kessler Park Master Plan Phase 1 Project. These requirements are not all inclusive and shall consist of all such Services as detailed within the Request for Proposal (RFP), Consultant Proposal, Consultant Cost Proposal, and Tasks below but not limited to the following:

**B.1** Architect, Landscape Architectural and Engineering Design Services to implement the Master Plan Phase 1 Project construction design as illustrated in RFP Exhibit E including, but not limited to:

1. New utilities, site septic and infrastructure improvements for a new maintenance building and relocated or new (Olive Branch Building), new restroom along with the other improvements to the park.
2. Access road and site improvements for the new maintenance and Olive branch buildings.
3. New Maintenance building (minimum size 30' by 50') with perimeter fencing to secure the area.
4. Relocate or new Olive Branch building (minimum size 36' by 40') with perimeter fencing to secure the area.
5. New parking lot and parking lot hardscape improvements.
6. Lighting improvements throughout the park including new parking lot lighting.
7. New playground equipment with shade structure.
8. Renovate existing Fields 3 and 4 with synthetic turf for baseball and soccer configuration.
9. New expand restroom building for ADA accessibility.
10. New ballfield dug out improvements for Fields 1, 3 and 4.
  - a. Consideration of matching the design as the Dream Field project dugout occurring at Field 2.
11. New electronic scoreboard for Field 3 (match existing).
12. Demolition of existing dog park, skate park and basketball court area.
13. New shade/picnic shelter structure.
14. New basketball and futsal courts including sports lighting improvements.
15. New 8' tall wrought iron perimeter fence and gates to secure the new maintenance and Olive Branch buildings in addition to the configuration/improvements of the park. Fencing and gates to match the color and look of the existing perimeter fence.
16. Two (2) new monument/entry signage.
17. New equestrian trail south and west of Kessler Parks site perimeter.
18. New public concrete sidewalks and hardscape improvements.
19. Planting and irrigation modifications as may be necessary.
20. Mass grading design for Phase 2 of the Kessler Park Master Plan.
21. Upgrade existing Musco sports field lighting to LED on Field 2.
22. Site stormwater best management practices (BMP) and improvements.
23. New public right of way sidewalk along Linden Ave. and Jurupa Ave. north of Phase 2 area.

**B.2** Geotechnical Investigation:

1. Provide geotechnical work, including recommendations in support of the requested design. This should include and/or address specific issues in the synthetic turf infield, parking lot, compaction and drainage pertinent to design parameters involved in the rehabilitation and upgrades for the Phase 1 and future Phase 2 area including Dream Field II at Ballfield No. 1.

**B.3 Environmental Air Quality**

1. Provide design services to address SCAQMD requirements associated with the project. This should include but not limited to assistance with the preparation of Rule 1150 Excavation Management Plan (EMP) in accordance with SCAQMD requirements, post application agency request, communications with agency. The design of the vapor intrusion mitigation system (VIMS) and sensor system for the new restroom, maintenance building.

**B.4 Structural design for appropriate components, to include wind loading.**

**B.5 Dream Field II (Provide design services to match the recently remodeled Ballfield No. 1 (Match previously completed Kessler Park Dream Field Project).**

1. Demolition of existing Ballfield No. 1 and appurtenant structures, utilizing existing structural components that can be integrated into the new design consistent with the previously completed Kessler Park Dream Field project.
  2. New hardscape in and around dugouts based on design reconfiguration and ADA requirements.
  3. Ballfield fencing and screening (netting), utilizing existing fence posts with new, coated fence mesh material and Integration of the "blue monster" extended height right field fence.
  4. Backstop with low block wall with appropriate removable padding in field of play.
  5. Permanent covered dugouts with low block wall, including new seating (benches) with backs; bat racks and screening.
  6. Permanent bleachers and bleachers shade overhead.
  7. Scorer's booth and/or stand with announcing and scoring (score board control) capabilities.
  8. Electronic scoreboard to match Dream Field Project.
  9. Complete synthetic turf infield and outfield including grading and drainage, regulation bases, home plate and right and left field foul poles, and a removable, circular pitcher's mound.
  10. Planting and irrigation modifications may be necessary.
  11. Structural design for appropriate components, to include wind loading.
2. All other terms and conditions of the Contract shall remain unchanged.
  3. The Recitals set forth above are true and correct and incorporated herein by this reference.
  4. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

This Amendment No. 1 to the Contract shall take effect on the date it is signed and approved by authorized officers of both County and Consultant.

**IN WITNESS WHEREOF**, District has caused this Agreement to be subscribed by the Chairman of said Board and its respective seal to be affixed, attested by the Clerk thereof, and Consultant has caused this Agreement to be signed by its authorized officer.

**BLOOMINGTON RECREATION & PARK DISTRICT**

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Directors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD  
Lynna Monell, Secretary

By \_\_\_\_\_  
Deputy

**KTU&A**

\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Chris Langdon  
Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title Principal \_\_\_\_\_  
*(Print or Type)*

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
► \_\_\_\_\_  
Sophie A. Curtis, Deputy County Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
► \_\_\_\_\_  
Noel Mondragon, Division Manager  
Date \_\_\_\_\_

Reviewed/Approved by Department  
► \_\_\_\_\_  
David Doublet, Assistant Director  
Date \_\_\_\_\_