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



3.27 (ID # 6536)

MEETING DATE:

Tuesday, June 26, 2018

FROM: ECONOMIC DEVELOPMENT AGENCY (EDA) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM:

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM (RUHS): Riverside University Health System Cardiac Catheterization Lab Project – Ratify and Approve First Amendment to Agreement for Professional Services with Kitchell CEM, Inc., District 5. [\$130,000 – RUHS Enterprise Fund 40050 - 83%, RUHS Foundation - 17%]

RECOMMENDED MOTION: That the Board of Supervisors:

- Ratify and approve First Amendment to Agreement for Professional Services between the County of Riverside (County) and Kitchell CEM, Inc. (Kitchell) in the amount of \$130,000, for the Riverside University Health System (RUHS) Cardiac Catheterization Lab (Cath Lab) Project and authorize the Chairman of the Board to execute the amendment on behalf of the County; and
- 2. Authorize the Assistant County Executive Officer/ECD to administer Amendment No. 1 for Kitchell in accordance with applicable Board policies.

ACTION: Policy, CIP

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Tavaglione, Washington and Perez

Nays:

None

Absent:

Ashley

Date:

June 26, 2018

XC:

EDA, RUHS

3.27

Keçia Harper-Ihem

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

FINANCIAL DATA	Current	Fiscal Year:	Next Fiscal Yo	ear:	Total (Cost:	Ongoin	g Cost	
COST	\$	130,000	\$	0	\$	130,000		\$	0
NET COUNTY COST	\$	0	\$	0	\$	0		\$	0
SOURCE OF FUNDS: RUHS Enterprise Fund 40050 – 83%,						Budget Adjustment: No			
RUHS Foundation – 17% (Previously approved budget)					F	For Fiscal Year: 2018/19			

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On July 11, 2017, Item 3.26, the Board of Supervisors (Board) approved a revised project budget in the amount of \$5,091,777 and the construction contract in the amount of \$1,856,777 between the County and Stronghold Engineering to construct the RUHS Cath Lab project.

On May 12, 2015, Item 3-16, the Board approved a pre-qualified list of construction management firms to be retained on an as-needed basis. Based on their experience and ability to service multiple RUHS projects, Kitchell was selected from the pre-qualified list to provide construction management services for the RUHS Cath Lab project. Kitchell is able to provide the continuity of staff increasing the efficiency of completing projects for RUHS.

On July 11, 2016, an agreement was executed between the County and Kitchell and a purchase order was issued in the amount of \$95,000 for pre-construction services through the project's design phases, and consultant coordination through the beginning stages of construction. Scope of services has been determined for the remainder of the project and is represented in Amendment No. 1 which will compensate Kitchell in the not-to-exceed amount of \$130,000 for a revised contract value of \$225,000 to provide construction management services through the successful completion of the project. The additional services include: construction administration, equipment coordination, schedule review, monitoring, and analysis.

Impact on Residents and Businesses

The RUHS Cath Lab project will allow the hospital to provide cardiac catheterization services and replace present end of life equipment with upgraded angiography for patient care.

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 July 11, 2017 (Item 3.26) and are 83% funded by RUHS Enterprise Fund 40050 and 17% funded by the RUHS Foundation. Amendment No. 1 for Kitchell is accounted for within the project budget, therefore an adjustment to the budget is not required with this Board action. Monies will be expended in FY 2018/19.

Attachment:

Amendment No. 1 for Kitchell CEM, Inc.

RF:HM:VC:SP:RM:NS:mg

FM08430007374

6536-13802

S:\Project Management Office\FORM 11'S\Form 11's_In Process\6536 - 13802_D6 - 007374 - RUHS Cardiac Cath Lab - Amend No. 1 for Kitchell_062618.doc

6/18/201

Gregory V. Priantos, Director County Counsel

6/14/201

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE COUNTY OF RIVERSIDE AND KITCHELL CEM, INC. FOR THE RIVERISDE UNIVERSITY HEALTH SYSTEM CATHETERIZATION LAB RENOVATION PROJECT

THIS FIRST AMENDMENT is entered into by and between the COUNTY OF RIVERSIDE, ("COUNTY"), and KITCHELL CEM, INC. (herein referred to as "CONSULTANT"), regarding the Agreement for Professional Services first entered into on July 6, 2016.

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. SCOPE OF SERVICES shall be amended in the first paragraph to read as follows: "CONSULTANT shall perform all services and other activities necessary to provide Project Management Services as described in further detail in Exhibits "A" and "A-1" for the project titled: RUHS Catheterization Lab Renovation Project. Consultant shall provide all services in accordance with this Agreement as outlined and specified in Exhibit "A" and the attached Exhibit "A-1", consisting of two (2) pages and incorporated herein.
- II. Section 2. <u>PERIOD OF PERFORMANCE</u> is hereby amended by changing the previous scheduled Project completion date of May 31, 2017 to the revised scheduled Project completion date of **October 6, 2018** and in accordance with the terms of Exhibit "A" and the attached Exhibit "A-1", consisting of two (2) pages and incorporated herein.
- III. Section 3. <u>COMPENSATION</u>, Subsection 3.1 is hereby amended to read as follows: "The COUNTY shall pay the CONSULTANT for services performed and expenses incurred in accordance with the terms of Exhibit "A" and the attached Exhibit "A-1", consisting of two (2) pages and incorporated herein. The total amount of the original Agreement and Exhibit "A" was <u>Ninety Five Thousand Dollars (\$95,000)</u>. The additional compensation paid to the CONSULTANT under this agreement for services under Exhibit "A-1" shall not exceed the sum

Page 1 of 3

IV.

of <u>One Hundred Thirty Thousand Dollars (\$130,000)</u>, for a new not-to-exceed total of <u>Two Hundred Twenty Five Thousand Dollars (\$225,000)</u>, unless a written amendment to the Agreement is executed by both parties prior to performance of additional services"

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

[REMAINDER OF PAGE LEFT BLANK]

1	IN WITNESS HEREOF, the parties hereto have c	aused their duly authorized representatives to execute
2	this First Amendment.	
3		
4	"COUNTY"	CONSULTANT:
5	COUNTY OF RIVERSIDE	KITCHELL CEM, INC.
6		
7	By: Just No	By:
8	Chairman CHUCK WASHINGTON	Russel A. Fox, President
9	Board of Supervisors	Address: <u>2450 Venture OaksWay</u> Swite 500 Sacra mento, CA 95833
10		Bacramento, CA 95833
11	ATTEST:	
12	KECIA HARPER-IHEM	
13	Clerk of the Board	
14	By: HULL Alter	
15	Deputy	
16		
17	(SEAL)	
18		
19		
20		
21		
22	APPROVED AS TO FORM:	
23	GREGORY P. PRIAMOS	
24	County Counsel	
25	By: Zynthia M. Gurrel	
26	Synthia M. Gunzel, Chief Deputy County Counsel	
27		
, l	Pa	age 3 of 3

28 RUHS-MC Cath Lab Reno Project (FM08430007374)





March 1, 2018

Nahid Selbe, Project Manager County of Riverside Economic Development Agency Project Management Office 3403 10th Street, Suite 400 Riverside, CA 92501

Re: Regional Medical Center - Phase 2 -OR to Cath Lab Conversion Amendment #1

Dear Ms. Selbe:

Kitchell is pleased to present you with an amendment to our current contract to provide the County of Riverside with Construction Administration, FF&E Coordination and Schedule Review Services for the Operating Room to Cath Lab conversion. We will provide these services on an hourly basis in support of the project as directed by the County. Our Amendment #1 is based on the revised construction schedule submitted by Stronghold Engineering, Inc. dated January 15th, 2018, for a revised project completion date of October 6, 2018.

Our proposed fee for these services is detailed below. Our work will be billed on an hourly, not to exceed amount:

Commence Project	Construction	\$105,000
Management Services	Administration, FF&E Coordination and Schedule Review	
Allowance	As directed by the County for unforeseen conditions	\$25,000
	TOTAL	\$130,000

An allowance allocation for Project Manager and Project Engineer hours for as needed services including but not limited to schedule delays due to OSHPD and unforeseen conditions, design flaws and contractor errors.

Kitchell is committed to providing collaborative and client-focused services that provide long term value for our clients. Additional services such as constructability reviews and estimating can be negotiated as needed. We thank you for the consideration and we look forward to the opportunity to work with you in the future. Should you have any questions upon your review, please feel free to contact me directly at 213.222.3317.

Sincerely,

Hilary Kinglsey

Hilary Kingsley Senior Project