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



3.17 (ID # 7656)

#### **MEETING DATE:**

Tuesday, September 11, 2018

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

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM: Riverside University Health System Nursing and Allied Health Education Building – Ratify and Approve Second Amendment to the Agreement for Architectural and Engineering Services with DLR Group, District 5. [\$100,000 - CORAL Bond Proceeds 100%]

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

- Ratify and approve Second Amendment to the Agreement for Architectural and Engineering Services between the County of Riverside (County) and DLR Group (DLR) of Riverside, California, in the amount of \$100,000, for the Riverside University Health System Nursing and Allied Health Education Building (RUHS Nursing and Allied HE Building) Project and authorize the Chairman of the Board to execute the agreement on behalf of the County; and
- 2. Authorize the Assistant County Executive Officer/ECD to administer the Second Amendment for DLR in accordance with applicable Board policies.

**ACTION:** Policy, CIP

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Washington, Perez and Ashley

Nays:

None

Absent:

Tavaglione

Date:

September 11, 2018

XC:

EDA, RUHS

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Kecia Harper-Ihem

Clerk of the Board

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

| FINANCIAL DATA                            | Curren | t Fiscal Year: | Next Fiscal Y | ear: | Total Co | st:                   | Ongoing     | Cost |
|---|--------|----------------|---------------|------|----------|-----------------------|-------------|------|
| COST                                      | \$     | 100,000        | \$            | 0    | \$       | 100,000               | \$          | 0    |
| NET COUNTY COST                           | \$     | 0              | \$            | 0    | \$       | 0                     | \$          | 0    |
| SOURCE OF FUNDS: CORAL Bond Proceeds 100% |        |                |               |      |          | Budget Adjustment: No |             |      |
| (Previously approved budget)              |        |                |               |      | Fo       | r Fiscal Y            | 'ear: 2018/ | '19  |

C.E.O. RECOMMENDATION: Approve

#### **BACKGROUND:**

### **Summary**

On April 7, 2009, Item 3-14, the Board of Supervisors (Board) approved the architectural and engineering services agreement between the County and DLR, formerly known as Widom Wein Cohen O'Leary Terasawa, in the amount of \$958,200, plus a reimbursable allowance of \$57,500, for the RUHS Nursing and Allied HE Building project. On February 26, 2013, Item 3-82, the Board approved Amendment No. 1 for DLR in the amount of \$63,345 for additional bidding services that were required.

On May 3, 2016, Item 3-11, the Board approved the execution of the Notice of Cessation. The Economic Development Agency (EDA) required additional construction administration services for the Project due to construction delays. As a result of this additional service, EDA recommends the Board approve the Second Amendment for DLR in the amount of \$100,000 for a revised agreement value of \$1,179,045.

#### **Impact on Residents and Businesses**

The RUHS Nursing and Allied HE Building is a free-standing building, separate from the RUHS hospital and provides new and expanded space for services previously provided within the existing hospital.

#### **Contract History**

(Commences on Page 3)

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## **Contract History**

| DESCRIPTION           | AMOUNT       | PERCENT | DESCRIPTION  |
|-----------------------|--------------|---------|--|
| Base Service Contract | 1,015,700    | 0.00 %  | Architectural and engineering services plus reimbursable |
| Amendment No. 1       | 63,345       | 6.24 %  | Bidding of project multiple times                        |
| Amendment No. 2       | 100,000      | 9.85 %  | Additional construction administration services          |
| TOTAL                 | \$ 1,179,045 | 16.09 % | •  |

### **Additional Fiscal Information**

All costs associated with this Board action will be expended in FY 2018/19 and are 100% funded through CORAL Bond Proceeds. The project budget was approved on March 1, 2016 (Item 3-14), in the amount of \$19,614,673 and will cover the Second Amendment in the amount of \$100,000.

#### Attachment:

Second Amendment for DLR Group

RF:HM:VC:SP:tv F

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S:\Project Management Office\FORM 11'S\Form 11's in Process\4501 - 13601\_D3 - 003954 - RUHS Nursing Allied Health - Amend No. 2 DLR\_09/11/18.doc

Normalia di Araba Principal Management Analyst 9/4/

9/4/2018

van Chand, Deputy Count, Executive O

9/4/2018

Gregory V. Priapios, Director County Counsel

8/26/2018

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# SECOND AMENDMENT TO AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES BY AND BETWEEN THE COUNTY OF RIVERSIDE AND DLR GROUP (PREVIOUSLY KNOWN AS WIDOM WEIN COHEN O'LEARY TERASAWA) ASSOCIATED WITH THE RIVERSIDE COUNTY REGIONAL MEDICAL CENTER NURSING AND ALLIED HEALTH EDUCATION BUILDING

THIS SECOND AMENDMENT TO THE AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES is made and entered into by and between the COUNTY OF RIVERSIDE, ("COUNTY"), and DLR GROUP (Previously known as Widom Wein Cohen O'leary Terasawa), herein referred to as "ARCHITECT".

# **RECITALS**

WHEREAS, the COUNTY entered into the Original Agreement with ARCHITECT on April 7, 2009 ("Original Agreement");

WHEREAS, the COUNTY entered into the First Amendment with ARCHITECT on February 26, 2013 ("Original Agreement");

WHEREAS, the COUNTY has determined that additional services are needed and ARCHITECT has agreed to provide such additional services to COUNTY;

**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 as follows, effective January 24, 2014.

- I. Section III. <u>SCOPE OF WORK</u> of the Original Agreement is hereby amended to add the following sentence at the end of the first paragraph:
  - "ARCHITECT shall provide the additional professional services, as outlined and specified in Exhibit "A-2", consisting of (1) page, attached hereto and incorporated herein by this reference.
- II. Section III. Subsection F. <u>CONSTRUCTION</u> of the Original Agreement is hereby amended to add the following sentence at the end of the paragraph:

SEP 11 2018 3.17

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| "Perform work in adherence to t | he construction scheduled developed by the |
|---------------------------------|--|
| COUNTY "                        | •  |

- III. Section IV. Subsection A. <u>Determination of Amount</u>. Sub subsection 1 of the Original Agreement is hereby modified to change the not to exceed amount of the Agreement to One Million, One Hundred Twenty One Thousand, Five Hundred Forty Five (\$1,121,545.00).
- IV. Exhibit "E" of original agreement is hereby revised per Exhibit "E-2" incorporated herein by reference.

IN WITNESS HEREOF, the parties hereto have caused their duly authorized representatives to execute this Second Amendment on SEP 11 2018 (To be filed in by Clerk of the Board)

**COUNTY OF RIVERSIDE** 

Chuck Washington

Chairman, Board of Supervisors

ATTEST: Kecia Harper-Ihem

Clerk of Board

(Seal)

**DLR GROUP** 

Sr. Pruncipal

1650 Spruce St., Suite 300

Riverside, CA 92507