

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



ITEM: 3.25
(ID # 17517)

MEETING DATE:

Tuesday, January 25, 2022


FROM : FACILITIES MANAGEMENT AND RIVERSIDE UNIVERSITY HEALTH SYSTEM :


SUBJECT: FACILITIES MANAGEMENT (FM) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM: Riverside University Health System Kitchen Remodel and Upgrade - Phase II Project - Approval of Notice of Completion for CannonDesign Builders, Inc., District 5. [\$11,888 - 100% RUHS Enterprise Fund 40050 (Previously approved budget)] (Clerk to Record Notice of Completion)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the Riverside University Health System Kitchen Remodel and Upgrade - Phase II (RUHS Kitchen – Phase II) Project constructed by CannonDesign Builders, Inc. (CannonDesign) formerly known as GKK Works, Inc. (GKK) of Irvine, California, as complete and authorize the Chair of the Board to execute the Notice of Completion;
2. Direct the Clerk of the Board record the attached Notice of Completion; and
3. Authorize the release of the undisputed retained funds in the amount of \$11,888 to CannonDesign in accordance with the contract terms and applicable law, per the General Conditions of the contract.

ACTION:Policy, CIP

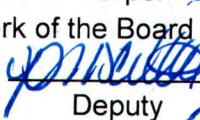

Rose Salgado, Director of Facilities Management 12/2/2021


Jennifer Cruikshank, Chief Executive Officer – Health System 12/2/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: January 25, 2022
xc: FM, RUHS, Recorder

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 11,888	\$ 0	\$ 11,888	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RUHS Enterprise Fund 40050 – 100% (Previously approved budget)			Budget Adjustment: No	
			For Fiscal Year: 2021/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On January 28, 2020, Item 3.22, the Board of Supervisors (Board) approved the project budget in the amount of \$801,930 and a construction contract between the County of Riverside (County) and CannonDesign (formerly known as GKK) through the use of the Easy Indefinite Quantity Construction (EZIQC) Contract in the amount of \$216,630 for the RUHS Kitchen – Phase II Project.

The RUHS Kitchen Project consisted of two Phases: Phase I consisted of replacing cooking equipment and the investigation of the moisture intrusion for which the Notice of Completion was approved by the Board on January 28, 2020 (Item 3.22). Phase II consisted of the replacement of the serving equipment within the kitchen. During construction, one change order was issued in the amount of \$21,137, for a new contract value of \$237,767. The change order did not exceed the 10% contingency allowance nor single change order dollar authority; therefore no Board action was required.

CannonDesign has completed the work for Phase II, which has been inspected and found to comply with the contract requirements. This Board action will release the undisputed contract retention funds in the amount of \$11,888 to CannonDesign after the Notice of Completion has been recorded and the 35-day lien period has expired from the start of the recorded date, per the contract terms and applicable law.

Impact on Residents and Businesses

The RUHS Kitchen – Phase II Project completed the modernization of the hospital's kitchen environment, allowing staff to provide enhanced food quality and service to patients and cafeteria visitors.

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Additional Fiscal Information

All costs associated with this Board action were previously approved on January 28, 2020 (Item 3.22) and are 100% funded through RUHS Enterprise Fund 40050. Monies will be expended in FY 2021/22.

Attachment:

- Notice of Completion for Phase II for CannonDesign Builders, Inc.

RS:SP:RB:NS:SC;mg FM08430008285 MT Item #17517
G:\Project Management Office\FORM 11'S\In Process\17517_D6 - 008285 - RUHS Kitchen Rmdl & Upgr Proj - Phase II
- NOC for CannonDesign_012522.doc



Meghan Hahn, Senior Management Analyst 12/30/2021



Gregory H. Priapos, Director County Counsel 12/23/2021

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

KECIA R. HARPER, CLERK OF THE BOARD
4080 LEMON STREET, 1ST FLOOR CAC
P O BOX 1147 – RIVERSIDE, CA 92502

MAIL STOP # 1010

AND WHEN RECORDED MAIL TO:

RETURN TO: STOP #1010
RIVERSIDE COUNTY CLERK OF THE BOARD
P. O. BOX 1147 – RIVERSIDE, CA 92502

2022-0124780

03/15/2022 08:51 AM Fee: \$ 0.00

Page 1 of 2

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



460

THIS SPACE FOR RECORDERS USE ONLY

NOTICE OF COMPLETION

(California Civil Code §§ 8100-8118, 9200-9208)

To be recorded with County Recorder within 15 days after completion.

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed, as follows:

Project title or description of work: Riverside University Health System Kitchen Remodel and Upgrade Project - Phase II – (FM08430008285)

Date of Completion: Date Hereof **JAN 25 2022**

Nature of owner: Public Entity

Interest or estate of owner: In Fee

Address of owner: Clerk of the Board of Supervisors, County Administrative Center,
4080 Lemon St., Riverside, CA 92501

Name/address of direct contractor: CannonDesign Builders, Inc. (formerly known as GKK Works, Inc.)
2355 Main Street, Suite 220, Irvine, CA 92614

Street or legal description of site: 26520 Cactus Avenue, Moreno Valley, CA 92555

Dated: **JAN 25 2022**

Owner: County of Riverside
(Name of Public Entity)

By: Jeff Hewitt
JEFF HEWITT Chair, Board of Supervisors

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

I am the Chair of the governing board of the County of Riverside, the public entity which executed the foregoing notice and on whose behalf I make this verification; I have read this notice, know its contents, and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

ATTEST: Kecia R. Harper, Clerk

By: Kristine Bell-Valdez
Deputy

Executed at Riverside, California on JAN 25 2022

Jeff Hewitt
JEFF HEWITT I, Chair, Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY KRISTINE BELL-VALDEZ DATE

JAN 25 2022 **B.25**



PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION FOR SEAL for the Riverside County Board of Supervisors
(EMBOSSSED ON DOCUMENT)



Date:

January 25, 2022

Signature:

Priscilla Rasio

Print Name:

Priscilla Rasio, Board Assistant



**EZIQC WORK ORDER
CONSTRUCTION CONTRACT
BETWEEN COUNTY AND CONTRACTOR**

by and between

GKK WORKS CONSTRUCTION SERVICES, INC.

(the "Contractor")

And

THE COUNTY OF RIVERSIDE

(the "County")

FOR:

**RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER
KITCHEN REMODEL AND UPGRADE PROJECT – PHASE II TRAYLINE
EZIQC-GKK-FM08430008285**

LOCATED AT:

26520 CACTUS AVE, MORENO VALLEY CA

EZIQC WORK ORDER CONSTRUCTION CONTRACT FOR EZIQC
BETWEEN COUNTY AND CONTRACTOR

THIS EZIQC WORK ORDER CONSTRUCTION CONTRACT BETWEEN COUNTY AND CONTRACTOR ("Work Order Agreement") is entered into as of the date of the last signature on the signature page of this contract, by and between **THE COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County") and GKK Works Construction Services, Inc., a California Corporation ("Contractor"), whose principal place of business is located at 2355 Main Street, Suite 220, Irvine, CA 92614.

ARTICLE 1
DEFINITIONS

Capitalized terms used in the Contract Documents shall have the meanings assigned to them in the Supplementary General Conditions. If not defined in the Supplementary General Conditions, they shall have the meanings assigned to them elsewhere in the Contract Documents. If not defined in the Supplementary General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context in which they are used.

ARTICLE 2
PERFORMANCE OF WORK

2.1 SCOPE OF WORK

Contractor shall execute the entire Work called for by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

2.2 STANDARD OF PERFORMANCE

In addition to and without limiting Contractor's other obligations under the Contract Documents, Contractor shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance:

2.2.1 the requirements of the Contract Documents;

2.2.2 the requirements and conditions of Applicable Laws;

2.2.3 the standard of care applicable to those who provide construction of the type called for by this Construction Contract for projects of a scope and complexity comparable to the Project;

2.2.4 Contractor shall furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and

2.2.5 Contractor shall apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the County and within the limitations of the Contract Price and Contract Time.

ARTICLE 3
CONTRACT TIME

3.1 CONTRACT TIME

3.1.1 **Substantial Completion.** Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Substantial Completion of the entire Work not later than one hundred twenty (120) Days after the Date of Commencement.

3.1.2 Final Completion. Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Final Completion of the Work not later than thirty (30) Calendar Days after the actual occurrence of Substantial Completion.

3.1.3 Contract Adjustments. The Contract Time shall be extended or shortened only in accordance with the provisions of the Contract Documents governing Contract Adjustments to the Contract Time.

3.2 LIQUIDATED DAMAGES TO COUNTY

3.2.1 County's Right. County and Contractor acknowledge that if Contractor fails to Substantially Complete the Work within the Contract Time for Substantial Completion, County will suffer substantial Losses, which would be both extremely difficult and impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the assessment and recovery by County of liquidated damages under this Section 3.2.

3.2.2 Per Diem Rate. If Contractor fails to actually achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, Contractor shall pay to County as liquidated damages the amount of One Thousand Dollars (\$1,000) per Day for each Day occurring after the expiration of the Contract Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work.

3.2.3 Adjustment for Extensions of Time. Subject to the provisions of Paragraph 8.2.8 of the Supplementary General Conditions dealing with concurrency of Delays, liquidated damages shall not be charged to Contractor for a period of time for which the Contractor is entitled under the Contract Documents to a Contract Adjustment to the Contract Time for Substantial Completion.

3.2.4 Partial Completion. The liquidated damages provided for under this Section 3.2 shall not be reduced or apportioned: (1) for Substantial Completion of portions of the Work prior to Substantial Completion of the entirety of the Work; or (2) if portions of the Work are deleted pursuant to (a) the County's right to order Deleted Work; or (b) a termination by County of a portion of the Construction Contract or a deletion of portion of Work for the convenience of the County or due to an Event of Contractor Default.

3.2.5 Remedies. County may deduct any liquidated damages payable under this Section 3.2 from money due or to become due to Contractor under the Contract Documents, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety.

3.2.6 Not a Limitation. County's rights under this Section 3.2 shall not be interpreted as precluding or limiting: (1) any right or remedy of County arising from an Event of Contractor Default other than a failure to achieve Substantial Completion of the Work within the Contract Time for Substantial Completion; or (2) County's right to order an acceleration, at Contractor's Own Expense, of performance of the Work to overcome Delay, including, without limitation, a Delay for which County has the right to assess liquidated damages under this Section 3.2.

3.3. LIQUIDATED DAMAGES TO CONTRACTOR

3.3.1 Contractor's Right. County and Contractor acknowledge and agree that if Contractor is unable due to Compensable Delay to actually achieve Substantial Completion of the Work within the Contract Time for Substantial Completion, Contractor and its affected Subcontractors will suffer Losses that would be both extremely difficult and impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the payment by County to Contractor of liquidated damages under this Section 3.3.

3.3.2 Daily Rate. Subject to the provisions of Paragraph 8.2.8 of the Supplementary General Conditions dealing with concurrency of Delays, the Contract Price shall be increased by Change Order or Unilateral Change Order in the amount of Five Hundred Dollars (\$500) per Day as liquidated damages for each Day for which Contractor is entitled under the Contract Documents to a Contract Adjustment extending the Contract Time for Substantial Completion due to Compensable Delay, with no additional amount added thereto or calculated thereon for Allowable Markup or any other markup for overhead or profit to Contractor or any Subcontractor, of any Tier.

3.3.3 Payment by County. A Change Order or Unilateral Change Order setting forth a Contract Adjustment to the Contract Price for liquidated damages permitted by this Section 3.3 shall be executed following, and not before, actual Substantial Completion and prior to or contemporaneously with Final Completion. Notwithstanding any other provision of the Contract Documents to the contrary and without limitation to the County's rights of withholding payment to Contractor as permitted elsewhere in the Contract Documents or under Applicable Laws, any amounts due to the Contractor under this Section 3.3 shall be payable as part of, and not prior to the due date for payment of, Final Payment to Contractor.

3.3.4 Deleted Work. A Contract Adjustment shall be made pursuant to Subparagraph 8.2.6.2 of the Supplementary General Conditions reducing the Contract Price and Contract Time in the event that the Contract Time is shortened due to (1) Deleted Work; or (2) a termination by County of a portion of the Construction Contract for convenience or due to an Event of Contractor Default.

3.3.5 Termination. County shall have no liability to Contractor to pay any liquidated damages under this Section 3.3, nor shall County have any other liability to Contractor or any Subcontractor for any Loss due to Delay (including, without limitation, Compensable Delay) in the event the Construction Contract is wholly terminated (whether such termination is a termination for cause by County or Contractor or a termination for convenience by County) at any time prior to expiration of the Contract Time for Substantial Completion set forth in Paragraph 3.1.1, above.

3.3.6 Exclusive Remedy. Liquidated damages payable by County under this Section 3.3 constitute the Contractor's sole and exclusive right and remedy for recovery from County of Losses to Contractor and its Subcontractors, of every Tier, that are attributable to Compensable Delay, regardless of the cause, duration or timing of the Compensable Delay and no other Contract Adjustment, or other form of compensation or reimbursement, of any kind, shall be made to Contractor or any Subcontractor, of any Tier, for any Loss resulting, directly or indirectly, from, or attributable to, any of the following: (1) Unexcused Delay or acceleration to overcome Unexcused Delay; (2) Excusable Delay or any acceleration not authorized by County in writing to overcome Excusable Delay; or (3) concurrency of a Compensable Delay with any different type or class of Unexcused Delay or Excusable Delay, whether such concurrency is a concurrency in cause or in effect.

3.3.7 WAIVER BY CONTRACTOR.

CONTRACTOR WAIVES THE RIGHT TO FURTHER RECOURSE OR RECOVERY OF COSTS OR DAMAGES BY REASON OF OR RELATED TO ANY DELAY (INCLUDING, WITHOUT LIMITATION, COMPENSABLE DELAY) THAT IS IN EXCESS OF OR NOT RECOVERED BY CONTRACTOR AS PART OF THE LIQUIDATED DAMAGES PAYABLE TO CONTRACTOR UNDER THIS SECTION 3.3.

**ARTICLE 4
CONTRACTOR COMPENSATION**

4.1 CONTRACT PRICE

4.1.1 Contract Price. County shall pay the Contractor in current funds for the Contractor's performance of the Work in accordance with the Contract Documents the Contract Price, exclusive of Contract Adjustments, of **Two Hundred Sixteen Thousand Six Hundred Thirty (\$216,630)**.

4.1.2 Basis. The Contract Price set forth in Paragraph 4.1.1, above, is based on the Work Order submitted by Contractor and accepted by County as set forth in Section 4.2, below. This Work Order Agreement is the Purchase Order issued by an NJPA member as referenced in the Indefinite Quantity Construction Agreement between the Contractor and NJPA; and, as that document states, any Purchase Order issued by an NJPA member including terms and conditions and supplemental specs shall govern.

4.1.3 Adjustments. The Contract Price is only subject to adjustment as permitted by the Supplementary General Conditions for Contract Adjustments due to Compensable Changes, Deleted Work or Compensable Delay.

4.1.4 All-Inclusive Price. The Contract Price as adjusted for Contract Adjustment permitted by the Contract Documents is the total amount payable by County to Contractor for performance of the Work under the Contract Documents and is deemed to cover all Losses, foreseeable or unforeseeable, arising out of or related to past, present or future circumstances within or outside the control of the Contractor or its Subcontractors affecting the time or cost of performing

the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and unforeseen fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally).

4.2 WORK ORDER

The Contract Price includes the following Work Order, which are described in the Contract Documents and are hereby accepted by County:

Number	Description	Dollar Amount
ezIQC-GKK-FM08430008285	RUHS-MC Kitchen Remodel and Upgrade Project – Phase II Trayline	NTE \$216,630

4.3 UNIT PRICES

Unit prices agreed to by County and Contractor are as follows:

Description	Measurement Unit	Dollar Amount
N/A	N/A	N/A

**ARTICLE 5
ENUMERATION OF CONTRACT DOCUMENTS**

5.1 LIST OF CONTRACT DOCUMENTS

The Contract Documents include, without limitation, the following:

5.1.1 Construction Contract. The Contract Documents include this executed EZIQC Work Order Construction Contract between County and Contractor.

5.1.2 General Conditions. The Contract Documents include the NJPA IQCC Standard Terms and Conditions and Contract General Conditions (Book 2), Supplementary General Conditions of the Standard Form of Construction Contract for EZIQC Between County and Contractor (Long Form) or Supplementary General Conditions of the Work Order Construction Contract Between County and Contractor (Short Form).

5.1.3 Specifications. The Contract Documents include the following Specifications:

Title -	Date	Divisions
RUHS-MC Kitchen Remodel and Upgrade Project – Phase II Trayline	03/28/19	Electrical, Plumbing, Structural, General, Architectural

5.1.4 Drawings. The Contract Documents include the following Drawings dated March 28, 2019, unless a different date is shown below:

Title	Date	Pages	
All sheets included in the referenced drawing set	03/28/19	23	

5.1.5 Also incorporated herein are:

- 5.1.5.1. NJPA Membership Agreement (executed)
- 5.1.5.2. NJPA Indefinite Quantity Construction Agreement
- 5.1.5.3. EZIQC Work Order Signature Document

**ARTICLE 6
SPECIAL REQUIREMENTS**

6.1 LABOR CODE SECTION 1861 CERTIFICATION

By signing below, Contractor certifies that he/she/it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the California Labor Code, and that he/she/it will comply with such provisions before commencing the performance of the Work.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826.

IN WITNESS WHEREOF, the parties hereto have made and executed three (3) originals of this Construction Contract, on _____ [to be filled in by Clerk of the Board].

"COUNTY"

COUNTY OF RIVERSIDE

By: *V. Manuel Perez* Dated JAN 28 2020
~~Kevin Jeffries~~
Chairman, Board of Supervisors
V. MANUEL PEREZ

"CONTRACTOR"

GKK Works Construction Services, Inc.
[Signature]
(sign on line above)

By: Troy J. Thomas
(type name)
Title: Vice President

ATTEST:

~~KECIA HARPER-HEM~~
Clerk of the Board
By: *Karla Bayton* Dated JAN 28 2020
Deputy

(SEAL)

The following information must be provided concerning the Contractor:

State whether Contractor is corporation, individual, partnership, joint venture or other:
Corporation

If "other", enter legal form of business:

Enter address:
2355 Main Street, Ste 220
Irvine, CA 92614

Telephone: (949) 265-8912
Facsimile:
Email: TTHOMAS@CANNONDESIGN.COM

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel
By: *[Signature]* Dated 1/26/2020
Deputy County Counsel

Employer State
Tax ID #: 33-0779573

State Contractor License #: 774456

DIR Registration #: 1000018436

If Contractor is not an individual or corporation, list names of 4 representatives who have authority to contractually bind Contractor:

If Contractor is a corporation, state:
Name of President: PRAFUL KULKARNI
Name of Secretary: DAVID HUNT
State of Incorporation: CALIFORNIA