

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



ITEM: 3.14
(ID # 23689)

MEETING DATE:
Tuesday, February 06, 2024

FROM : FACILITIES MANAGEMENT AND RIVERSIDE UNIVERSITY HEALTH SYSTEM :

SUBJECT: FACILITIES MANAGEMENT (FM) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM: Riverside University Health System Medical Center Radiology Rooms F1068/1046 Computerized Tomography Scanner Replacement Project - Approval of First Amendment to the Professional Services Agreement with RASC Engineering for Engineering Design Services; District 5. [\$72,630 - 100% RUHS Enterprise Fund 40050] (Previously Approved Budget)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached First Amendment to the Professional Services Agreement between the County of Riverside (County) and RASC Engineering (RASC), of Rancho Cucamonga, California, for the Riverside University Health System Medical Center Radiology Rooms F1068/1046 Computerized Tomography Scanner Replacement (RUHS-MC Radiology Room CT Scanner Replacement) Project located at 26520 Cactus Avenue in Moreno Valley, California, to increase the total aggregate amount of the Agreement by \$72,630, from \$156,600 to \$229,230, establish the period of performance through August 30, 2024, and authorize the Chairman of the Board (Chairman) to execute the amendment on behalf of the County; and
2. Authorize the Director of Facilities Management, or her designee, to administer the amendment with RASC in accordance with applicable Board policies.

ACTION:Policy, CIP



Jennifer Cruikshank, Chief Executive Officer - Health System 1/23/2024


Rose Salgado, Director of Facilities Management 1/23/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel 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: February 6, 2024
xc: FM, RUHS

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	\$ 72,630	\$ 0	\$ 72,630	\$ 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: 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On September 14, 2021, Item 3.17, the Board of Supervisors (Board) approved in-principle, a preliminary design development budget in the amount of \$206,600, and the Architectural Services Agreement between the County of Riverside (County) and RASC Engineering in the amount of \$156,600 for the RUHS-MC Radiology Room CT Scanner Replacement Project located at 26520 Cactus Avenue in Moreno Valley, CA 92555. On November 29, 2022, Item 3.21, the Board approved the project budget in the amount of \$3,853,494 and the Construction Contract with Vincor Construction, Inc. in the amount of \$1,818,570 for the Project.

The scope of work to the RUHS-MC Radiology Room CT Scanner Replacement Project is to remodel Radiology Room F1068/F1046 to accommodate and replace the CT scanner and meet code requirements. During the design phase of the Project, the scope of work had modifications which included additional owner requested changes to the Department of Health Care Access and Information (HCAI) submitted drawings to relocate the medical gas panel and change the medical gas design, which required an extension to construction administration services and the additional services from RASC. The First Amendment will compensate RASC in the amount of \$72,630, for a revised contract value from \$156,600 to \$229,230.

Facilities Management recommends the Board approve the First Amendment to RASC in the not to exceed amount of \$72,630 to continue moving forward with project schedule commitments.

Impact on Residents and Businesses

The RUHS-MC Radiology CT Scanner Replacement Project will help respond to the needs and care of stroke, trauma, and cardiac patients, thus ensuring the level of patient care.

Additional Fiscal Information

The Board previously approved the project budget in the amount of \$3,853,494 on November 29, 2022 (Item 3.21) which is 100% funded by RUHS Enterprise Fund 40050. The \$72,630 for

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the First Amendment with RASC is accounted for within the previously approved project budget, therefore no budget adjustment is required. Monies will be expended in FY 23/24.

Attachment:

- First Amendment to the Professional Services Agreement with RASC Engineering

RS:VB:RM:JA:NS:SC:TV

FM08430011195

MT Item #23689

G:\Project Management Office\FORM 11'S\FORM 11's_In Process\23689_D4 – 0111195 – RUHS-MC Radiology Rms F1068-1046
CT Scanner Rplc – First Amend-RASC_020624.doc


Veronica Santillan, Principal Management Analyst 1/30/2024


Aaron Gettis, Deputy County Counsel 1/25/2024

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE COUNTY OF RIVERSIDE AND
RASC ENGINEERING
FOR RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER
RADIOLOGY ROOMS F1068/1046 COMPUTERIZED TOMOGRAPHY SCANNER
REPLACEMENT PROJECT
FM08430011195**

THIS FIRST AMENDMENT is made and entered as of the date of the last signature on the signature page by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), and RASC ENGINEERING, a California corporation (herein referred to as "ENGINEER"), regarding the Professional Services Agreement first entered into on **September 14, 2021**.

WHEREAS, Government Code Section 31000 et seq. authorizes the COUNTY to contract for services with a person who is specially trained and experienced, and who is competent to perform the special services required; and

WHEREAS, COUNTY and ENGINEER have entered into that certain Professional Services Agreement for the RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER RADIOLOGY ROOMS F1068/1046 COMPUTERIZED TOMOGRAPHY SCANNER REPLACEMENT PROJECT, executed **September 14, 2021**, (herein referred to as "Original Agreement") in order for ENGINEER to perform all services and other activities necessary to facilitate engineering design professional services as described in further detail therein; and

WHEREAS, although the Original Agreement, by its terms, expired December 30, 2022, full completion of the Project has not occurred and the parties mutually desire to extend the project completion date to permit completion of the necessary scope of services for the Project, including additional services described herein; and

WHEREAS, COUNTY and ENGINEER desire to amend the Original Agreement to extend the

period of performance, add additional services, and to increase the not to exceed amount as permitted by the Original Agreement; and

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 Original Agreement as follows:

1. ENGINEER NAME. The name of the ENGINEER was incorrectly listed in the Original Agreement as: “RASC Engineering, Inc.” The name of the ENGINEER in the Original Agreement shall now be corrected to: “RASC Engineering.” The legal entity for this party has not changed.

2. ARTICLE II, PROJECT DEFINITION. PROJECT DEFINITION is hereby amended to add the following as the second sentence in the last paragraph of Article II, and to incorporate the attached Exhibit “A-1”, Additional Services Change Order No. 1, to the Original Agreement: “ENGINEER shall also furnish professional services to fully and adequately perform and complete the covenants set forth in Exhibit “A-1”, Additional Services Change Order No. 1, consisting of one (1) page attached hereto and by this reference incorporated herein. All references to Exhibit “A” shall also include reference to Exhibit “A-1”.

3. ARTICLE V, PERFORMANCE. Paragraph 1 of Section A, Performance Period, in Article V of the Original Agreement is hereby modified as follows:

“1. This Agreement shall begin upon notification by the COUNTY PROJECT MANAGER. Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be **August 30, 2024.**”

4. ARTICLE VI, COMPENSATION. Paragraph 1 of Section B, Basis of Compensation, in Article VI of the Original Agreement is hereby amended to read as follows: "PROJECT services as provided under this contract and as described in Exhibits "A" and "A-1" shall be compensated for as defined in Exhibits "B" and "A-1," which are attached hereto and incorporated herein by reference. The total amount of the contract shall not exceed: **TWO HUNDRED TWENTY NINE THOUSAND, TWO HUNDRED THIRTY DOLLARS (\$229,230)**.

5. COUNTERPARTS; DIGITAL SIGNATURES. This First 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 First 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 First Amendment. The parties further agree that the electronic signatures of the parties included in this First 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]

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

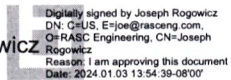
“COUNTY”

“ENGINEER”

COUNTY OF RIVERSIDE

RASC ENGINEERING

By: 
CHUCK WASHINGTON
Chairman, Board of Supervisors

By: 
Joseph Rogowicz, P.E.

Address: 12941 Riley Court
Rancho Cucamonga, CA 91739

ATTEST:

KIMBERLY RECTOR

Clerk of the Board

By: 
Deputy

(SEAL)

APPROVED AS TO FORM:

MINH C. TRAN

County Counsel

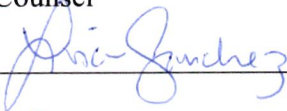
By: 
LISA SANCHEZ
Deputy County Counsel

EXHIBIT "A-1"

ADDITIONAL SERVICES CHANGE ORDER NO. 01

I. PROJECT SCOPE OF ADDITIONAL SERVICES: Additional engineering design professional services are required to make owner requested changes to the Department of Health Care Access and Information (HCAI) submitted drawings for the **Riverside University Health System Medical Center Radiology Rooms F1068/1046 Computerized Tomography Scanner Replacement Project**, located at 26520 Cactus Avenue, Moreno Valley, California 92555 as follows:

1. Prepare an HCAI Construction Documents Change Order (ACD 002) to relocate medical gas panel and change medical gas design.
2. Provide additional construction administration for the Change Order Work per the Period of Performance of the PROJECT.
3. Provide additional services required to address HCAI's requested changes regarding CT Mobile Trailer as (ACD 003).

The Fee breakdown for Additional Services Change Order No. 1:

1. Electrical	\$ 20,700
2. Architectural	\$ 38,060
3. Mechanical	\$ 765
4. Structural	\$ 12,105
5. HCAI	\$ 1,000
6. Reimbursables	\$ 0
Total Fixed Fee	\$ 72,630

EXHIBIT "B"

SCOPE OF SERVICES AND FEE

I. **COMPENSATION:** Compensation for the above services will be provided on a percentage completion basis to be billed monthly for a not-to-exceed fixed fee of **\$156,600**, including reimbursable expenses.

The Fee breakdown is as follows:

1. Electrical	\$ 9,850
2. Architectural	\$ 76,340
3. Mechanical	\$ 40,986
4. Structural	\$ 27,324
5. OSHPD	\$ 1,600
6. Reimbursable Expenses (included in the not-to-exceed fixed fee)	\$ 500
Total fixed fee	\$156,600

Note: Reimbursable Expenses:

Reimbursable Expenses are included in the above Consulting services fixed not-to-exceed fee. Reimbursable expenses for printing, plotting, and renderings requested by Owner, postage and handling, delivery costs, reproduction and facsimiles, will be charged at the standard rate of cost plus ten percent (10%). If approved in advance by the County, mileage for vehicle travel from a Sub-consultant's place of business (whether located within or outside the County of Riverside) to a point of destination outside the County of Riverside, but excluding the following: (1) travel and related subsistence to or from the County's offices or the Site for purposes of conducting inspections, observations or attending meetings that are a part Basic Services, (2) to and from residences to a Sub-consultants place of business; and (3) travel to and from a Sub-consultant's place of business located outside the County of Riverside to a location within the County of Riverside.

No additional services shall be performed by CONSULTANT without a written amendment to this Agreement.