

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



ITEM: 3.25
(ID # 26423)

MEETING DATE:
Tuesday, January 14, 2025

FROM : FACILITIES MANAGEMENT AND RIVERSIDE UNIVERSITY HEALTH SYSTEM -
BEHAVIORAL HEALTH

SUBJECT: FACILITIES MANAGEMENT AND RIVERSIDE UNIVERSITY HEALTH SYSTEMS
- BEHAVIORAL HEALTH: Riverside University Health System - Behavioral Health Adult
Residential Facility at Franklin – Approval of the First Amendment to the Professional Services
Agreement with Atlas Technical Consultants, LLC, and Ratify and Approve the First Amendment
to the Design-Build Agreement with Swinerton Builders; District 1. [\$1,623,820 - 100% RUHS
Behavioral Health General Fund 10000 (Previously Approved Budget)]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the project budget in the not to exceed amount of \$38,622,627 for the Riverside University Health System – Behavioral Health Adult Residential Facility at Franklin Project;
2. Approve the First Amendment to the Professional Services Agreement with Atlas Technical Consultants, LLC (Atlas) for the Riverside University Health System – Behavioral Health Adult Residential Facility at Franklin (RUHS-BH Adult Residential Facility) Project for additional inspection services in the not to exceed amount of \$92,536;

Continued on page 2

ACTION:Policy, CIP

Matthew Chang
Matthew Chang, Director

12/4/2024

Vincent Yzaguirre
Vincent Yzaguirre

12/6/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 14, 2025
xc: FM, RUHS-BH

Kimberly A. Rector
Clerk of the Board

By: *Sharon L. Rector*
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Ratify and Approve the First Amendment to the Design-Build Agreement with Swinerton Builders (Swinerton) for the RUHS-BH Adult Residential Facility Project to increase the total aggregate not to exceed amount by \$1,531,284 from \$33,000,000 to \$34,531,284, and extend the Contract Time by 30 calendar days; and
4. Authorize the Chairman of the Board (Chairman) to execute the amendments on behalf of the County.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,623,820	\$ 0	\$ 1,623,820	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% RUHS Behavioral Health General Fund 10000 (Previously Approved Budget)			Budget Adjustment:	No
			For Fiscal Year:	24/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On October 3, 2023, Item 3.25, the Board of Supervisors (Board) approved in principle and an allocation of funds in the amount of \$38,622,627 for an 81-bed Adult Residential Facility (ARF), located at 3021 Franklin Avenue in Riverside, CA 92507. An ARF is an augmented board and care facility providing 24-hour care and intensive support services in a homelike setting for adults with behavioral health disabilities, who are being transitioned from a higher level of care who require special care and intensive support needs.

On December 12, 2023, Item 3.21, the Board approved the Design-Build Agreement with Swinerton Builders, (Swinerton) in the amount of \$33,000,000 to allow Swinerton to immediately initiate the design and pre-construction services for the RUHS-BH Adult Residential Facility Project. The County collaborated with the design-builder to validate functional needs through the design process. As a result, the scope has been revised to include but not limited to additional security measures, lighting, outpatient clinic, emergency generator and infrastructure. The First Amendment to the Design-Build Agreement will compensate Swinerton in the amount of \$1,531,284 for the additional scope and a new total contract amount of \$34,531,284.

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

On March 19, 2024, Item 3.8, the Board approved the Professional Services Agreement with Atlas Technical Consultants, LLC, (Atlas) in the amount of \$173,298 to provide inspection services for the Project. In order to maintain the expedited pace of the project, additional inspectors, overtime and weekend inspections were required. The First Amendment to the PSA with Atlas in the amount of \$92,536 will compensate for the additional staffing and hours for a new total contract amount of \$265,834.

Facilities Management (FM) recommends the Board approve the First Amendment to the Design-Build Agreement with Swinerton and the First Amendment to the Professional Services Agreement with Atlas to meet project schedule commitments.

Impact on Residents and Businesses

The 81-bed ARF at Franklin will provide Riverside County residents with the means to provide these critically needed services to some of the county's most vulnerable populations.

Additional Fiscal Information

The Board previously approved the preliminary project budget in the amount of \$38,622,627 on October 3, 2023, (Item 3.25) and is 100% funded through RUHS Behavioral Health General Fund 10000. The First Amendments are within the previously approved project budget; thus, no additional funding is necessary.

Attachments:

- First Amendment to the Design-Build Agreement with Swinerton Builders
- First Amendment to the Professional Services Agreement with Atlas Technical Consultants, LLC

RS:VB:RM:JH:SC

FM08410013263

MT Item #26423

G:\Project Management Office\FORM 11'S\In Process\26423_D3 - 013263 - RUHS-BH Adult Res Fac at Franklin - Amd PSA Atlas_DBS Swinerton.doc


Evangelina Gregorio EO, Principal Mgmt Analyst 1/3/2025


Aaron Gettis, Chief of Deputy County Counsel 12/19/2024

**FIRST AMENDMENT TO THE DESIGN-BUILD AGREEMENT
BY AND BETWEEN THE COUNTY OF RIVERSIDE AND
SWINERTON BUILDERS FOR THE
RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH ADULT
RESIDENTIAL FACILITY AT FRANKLIN PROJECT
FM08410013263**

THIS FIRST AMENDMENT (herein referred to as “Amendment”) is made and entered as of the date of the last signature on the signature page of this Amendment by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (herein referred to as “County”), and SWINERTON BUILDERS, a California corporation (herein referred to as “DESIGN-BUILDER” or “Contractor”), regarding the Design-Build Agreement entered into on December 12, 2023 via Riverside County Board of Supervisors approval, Minute Order 3.21.

WHEREAS, County and DESIGN-BUILDER have entered into that Design-Build Agreement for the RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH ADULT RESIDENTIAL FACILITY AT FRANKLIN PROJECT, executed December 12, 2023 (herein referred to as “Agreement”), in order for DESIGN-BUILDER to perform all services and other activities necessary to facilitate the design and construction of an Adult Residential Facility; and

WHEREAS, the parties desire to amend the Agreement to modify the Contract Documents, and increase the Contract Time and Contract Sum to permit completion of necessary services for the project;

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:

1. **CONTRACT SUM.** Section 4.1.1 is hereby amended in its entirety to read as follows:
“**4.1.1 Total Compensation.** County shall pay the Design-Builder in current funds for the Design-Builder's complete performance of the Work, including, but not limited to design, demolition, advanced procurement, and construction in accordance with the Contract Documents in the Not to Exceed Contract Sum of **Thirty-Four Million, Five Hundred Thirty-One Thousand, Two Hundred Eighty-Four Dollars (\$34,531,284)**. This Contract Sum includes Five Hundred Fifty Thousand Dollars (\$550,000) in Owner Unforeseen Conditions Allowance, as further detailed below.

a. Unforeseen Conditions Allowance Criteria

- i. Applies to all material and labor allowances identified in the Contract Documents.
- ii. The Allowance is used only upon prior written approval by, and as directed by, the County.
- iii. The Allowance is used exclusively for the County's purposes and for the defined Scope of Work.
- iv. The Contractor will prepare detailed breakdown of all costs associated with the work defined for the allowance. These amounts will be charged against the Allowance by an Owner Change Order, based on final detailed payment receipts and back-up as required by County, and will include all direct costs of work performed under the defined work scope.
- v. The Contractor shall include in the base bid contract amount all cost of coordination, supervision, bond costs, overhead and profit, supervision, installation, and all indirect project costs associated with the work defined. Where allowance amount is not exceeded, no general contractor costs will be permitted to be charged against the allowance amounts specified below.
 1. At project closeout, any unused portion of the Unforeseen Conditions Allowance shall be credited to the County by Change Order based on the cash value established per subsection iv. above.
 2. Changes that exceed the amount of each allowance will be processed as a Change Order per Contract Documents.

2. CONTRACT TIME. The second to last sentence of Section 3.1 is hereby amended to read as follows: "Design-Builder agrees to promptly commence the Work after the Notice to Proceed is issued by the County, to achieve Substantial Completion of the entire Work within [355] calendar days after the Date of Commencement ("Contract Time"), and to achieve Final Completion of the Work within the time fixed by the County in the Certificate

of Substantial Completion.”

3. CONTRACT DOCUMENTS. Section 1.2.5 (Final Construction Documents) is hereby amended to add the following subsection:

“1.2.5.1 The following design documents are incorporated into the Agreement as referenced herein:

- a. Gensler construction documents and specifications approved by the County of Riverside Facilities Management and RUHS Behavioral Health Department dated 6/2/2024.”

4. PAYMENT & PERFORMANCE BONDS. DESIGN-BUILDER shall submit evidence to the satisfaction of County of a good and sufficient payment bond and performance bond and consistent with Section 12.1 (Performance Bond and Payment Bond) of Article 12 (Bonds) of the General Conditions of the Agreement to account for the increased contract price.

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

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

“COUNTY”

“DESIGN-BUILDER”

COUNTY OF RIVERSIDE

SWINERTON BUILDERS

By: *V. Manuel Perez*

By: *Brian Holley*

V. MANUEL PEREZ

Name: Brian Holley

Chairman, Board of Supervisors

Title: Director

Date: 1/14/2025

Date: _____

ATTEST:

KIMBERLY A. RECTOR

Clerk of the Board

By: *Kimberly A. Rector*

Deputy

(SEAL)

APPROVED AS TO FORM:

MINH C. TRAN

County Counsel

By: *Lisa Sanchez*

Lisa Sanchez

Deputy County Counsel

Date: 12/18/2024







Swinerton - First Amendment - FINAL

Final Audit Report

2024-12-17

Created:	2024-12-17
By:	Serena Chow (schow@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAB8MwCN6DBeVrxdakZDz2EplMHcMm_apr

"Swinerton - First Amendment - FINAL" History

-  Document created by Serena Chow (schow@rivco.org)
2024-12-17 - 5:46:20 PM GMT- IP address: 158.61.6.3
-  Document emailed to brian.holley@swinerton.com for signature
2024-12-17 - 5:47:10 PM GMT
-  Email viewed by brian.holley@swinerton.com
2024-12-17 - 5:47:27 PM GMT- IP address: 13.92.186.145
-  Signer brian.holley@swinerton.com entered name at signing as Brian Holley
2024-12-17 - 5:59:01 PM GMT- IP address: 174.218.118.1
-  Document e-signed by Brian Holley (brian.holley@swinerton.com)
Signature Date: 2024-12-17 - 5:59:03 PM GMT - Time Source: server- IP address: 174.218.118.1
-  Agreement completed.
2024-12-17 - 5:59:03 PM GMT

FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
FOR RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH
ADULT RESIDENTIAL FACILITY AT FRANKLIN

FM08410013263

This First Amendment (herein referred to as "Amendment") is made and entered as of the date of the last signature on the signature page of this Amendment by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY") and ATLAS TECHNICAL CONSULTANTS, LLC, a Delaware Limited Liability Company, (herein referred to as "CONSULTANT").

WHEREAS, COUNTY and CONSULTANT have entered into that certain Professional Services Agreement for the Riverside University Health System – Behavioral Health Adult Residential Facility at Franklin, executed March 19, 2024, (herein referred to as "Agreement") in order for CONSULTANT to perform all services and other activities necessary to provide Building Inspection and Special Inspections Services as described in further detail in Exhibit "A" of the Agreement; and

WHEREAS, COUNTY and CONSULTANT desire to amend the Agreement to add to the scope of services, and increase the not to exceed amount for the additional scope of services as permitted by the Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

- I. SCOPE OF SERVICES. Section 1, Scope of Services, of the Agreement is hereby amended to add the following sentence to the end of the first paragraph: "CONSULTANT shall further provide all services in accordance with this Agreement and as outlined and specified in Exhibit "A-1", consisting of one (1) page, attached hereto and by this reference incorporated herein."

- II. COMPENSATION. Subsection 3.1 of Section 3, Compensation of the Agreement is hereby amended to increase the not to exceed amount by \$92,536, from \$173,298 to \$265,834, as follows: "COUNTY shall pay to CONSULTANT for services performed in accordance with the

Scope of Services set forth in Exhibit "A" and Exhibit "A-1". The total amount of compensation paid to CONSULTANT under this Agreement shall not exceed the maximum of **TWO HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED THIRTY-FOUR DOLLARS (\$265,834)**, including reimbursable expenses, per Exhibit "A" and Exhibit "A-1", unless a written amendment to the Agreement is executed by both parties prior to performance of additional services."


- III. EXHIBIT A-1. Exhibit "A-1" is hereby added to the Agreement as attached hereto and incorporated herein. All references in the Agreement to Exhibit "A" shall also include reference to Exhibit "A-1".
- IV. MISCELLANEOUS. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.
- V. EFFECTIVE DATE. This Amendment shall be effective upon signature of this Amendment by both parties.
- VI. COUNTERPARTS; ELECTRONIC SIGNATURES. This 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 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 Amendment. The parties further agree that the electronic signatures of the parties included in this 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.

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


“COUNTY”

COUNTY OF RIVERSIDE

By: 
Chairman **V. MANUEL PEREZ**
Board of Supervisors

“CONSULTANT”

ATLAS TECHNICAL CONSULTANTS, LLC

By: 
Name: Yashar Hooshvar
Title: Assistant Secretary
Federal Tax ID No: 82-2810953
Address: 14457 Meridian Parkway
Riverside, CA 92518

ATTEST:

KIMBERLY RECTOR

Clerk of the Board

By: 
Deputy
(SEAL)

APPROVED AS TO FORM:

MINH C. TRAN

County Counsel


By:  12/19/2024
LISA SANCHEZ

EXHIBIT "A-1"

Riverside University Health System - Behavioral Health

Adult Residential Facility at Franklin

Project – FM08410013263

SCOPE OF WORK

Services performed by Atlas Technical Consultants LLC (Consultant) will consist of Inspector of Record (IOR) services including additional special inspections and providing daily inspection reports. Additionally, Consultant's field representative will observe the construction and report on general compliance with the approved plans and the applicable building codes.

ADDITIONAL SPECIAL INSPECTION SERVICES

Consultant will provide additional inspections, testing, overtime inspections and specialty inspections as outlined below.

FEE

Consultant will provide the additional special inspection services on a time and materials basis at the hourly rates set forth below not to exceed **\$92,536**. The estimated time break-down is as follows:

Inspector of Record	432 hours @ \$131.00/hour	\$56,592
Soils Technician (Group 1)	120 hours @ \$129.00 /hour	\$15,480
Field Technician (Group 1) – Concrete Quality Control	24 hours @ \$129/hour	\$3,096
Structural Steel Inspection – Field (Group 2)	16 hours @ \$135/hour	\$2,160
Inspector of Record Overtime Saturday	52 hours @ \$197/hour	\$10,244
Inspector of Record Overtime Sunday	4 hours @ \$262/hour	\$1,048
Soils Technician (Group 1) Overtime	4 hours @ \$194/hour	\$776
Project Manager	10 hours @ \$176.00 /hour	\$1,760
Material Sample Pick Ups	6 hours @ \$98/hour	\$588
Concrete Cylinder Compression (Cali 521, ASTM C39)	24 hours @ 33/test	\$792

Total: **\$92,536.00**







First Amendment to PSA for Atlas for Franklin F M08410013263_SIGNATUREPKG

Final Audit Report

2024-12-18

Created:	2024-12-13
By:	Serena Chow (schow@rivco.org)
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"First Amendment to PSA for Atlas for Franklin FM08410013263_SIGNATUREPKG" History

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-  Signer yashar.hooshvar@oneatlas.com entered name at signing as Yashar Hooshvar
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-  Document e-signed by Yashar Hooshvar (yashar.hooshvar@oneatlas.com)
Signature Date: 2024-12-18 - 6:51:36 PM GMT - Time Source: server- IP address: 209.99.49.138
-  Agreement completed.
2024-12-18 - 6:51:36 PM GMT