

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

902



FROM: Economic Development Agency and Riverside County
Regional Medical Center

SUBMITTAL DATE:
July 27, 2009

SUBJECT: Riverside County Regional Medical Center Emergency Department / Trauma Expansion

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the attached professional services agreement between the County of Riverside and CHJ Incorporated of Colton, California, in the amount of \$48,780, and authorize the Chairman to execute the agreement on behalf of the County; and
2. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies.

BACKGROUND: On July 31, 2007, the Board of Supervisors approved a pre-qualified list of environmental consulting firms to be retained on an as-needed basis.

(Continued)

Douglas Bagley
Douglas Bagley, Hospital Director
Riverside County Regional Medical Center

Robert Field
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 48,780	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost FY:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: RCRMC Enterprise Fund	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

Reviewed by
 Christopher Hans
 Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL
 BY: *Neal R. Kipnis* DATE
 NEAL R. KIPNIS

Consent
 Policy
 Consent
 Policy

Dep't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 3.30, 6/16/09; 3.68, 9/02/08; 3.52, 7/31/07; 3.50, 7/31/07

District: 5

Agenda Number:

3.58

BACKGROUND: (Continued)

The Economic Development Agency (EDA) has selected CHJ Incorporated from the pre-qualified list to provide geotechnical investigational services for the Riverside County Regional Medical Center (RCRMC) Emergency Department / Trauma Expansion. CHJ, Inc. was selected for this project due to their experience and successful completion of similar projects with similar scopes of service for the County. County Counsel has approved the agreement as to legal form.

All costs associated with this agreement will be funded by RCRMC Enterprise Fund. Thus, no Net County Cost will be incurred as a result of this agreement.

PROFESSIONAL SERVICES AGREEMENT

1
2 This Agreement, made and entered into this _____ day of _____, by and between
3 C.H.J. Incorporated (herein referred to as "CONSULTANT"), and the COUNTY OF RIVERSIDE, a
4 political subdivision of the State of California, (herein referred to as "COUNTY").

5 WHEREAS, Government Code Section 23000 et seq. authorizes the COUNTY to
6 contract for services with a person who is specially trained and experienced, and who is competent
7 to perform the special services required; and

8 WHEREAS, CONSULTANT has the expertise, special skills, knowledge and
9 experience to perform the duties set out herein.

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

12 1. SCOPE OF SERVICES: Consultant shall perform Geotechnical and Percolation
13 Investigations for the Project described as Riverside County Regional Medical Center Capital
14 Improvement Project Phase 1. Consultant shall provide all services as outlined and specified in
15 Exhibit A, consisting of five (5) page(s), attached hereto and by this reference incorporated herein.

16 1.1 Consultant represents and maintains that it is skilled in the professional calling
17 necessary to perform all services, duties and obligations required by this Agreement to fully and
18 adequately complete the project. Consultant shall perform the services and duties in conformance to
19 and consistent with the standards generally recognized as being employed by professionals in the
20 same discipline in the State of California. Consultant further represents and warrants to the County
21 that it has all licenses, permits, qualifications and approvals of whatever nature are legally required
22 to practice its profession. Consultant further represents that it shall keep all such licenses and
23 approvals in effect during the term of this Agreement.

24 2. PERIOD OF PERFORMANCE: Consultant shall commence performance of services
25 within one (1) calendar day after execution of this Agreement, and shall diligently perform the
26 services to full completion of the Project as required and in accordance with the schedule noted in
27 Exhibit A., unless sooner terminated as specified in Paragraph 8, or extended as provided in
28 Paragraph 13. All applicable indemnification provisions in this Agreement shall remain in effect

1 following the termination of this Agreement.

2 3. COMPENSATION: The County shall pay the Consultant for services performed and
3 expenses incurred as follows:

4 3.1 County shall pay to Consultant for services performed and expenses incurred
5 in accordance with the Scope of Services set forth in Exhibit A. The total amount of compensation
6 paid to Consultant under this Agreement shall not exceed the sum of Forty Eight Thousand Seven
7 Hundred Eighty Dollars (\$48,780.00) plus reimbursable expenses estimated not to exceed zero
8 dollars (\$0.00) per Exhibit A, unless a written amendment to this Agreement is executed by both
9 parties prior to performance of additional services.

10 3.2 Reimbursable expenses are defined in Exhibit A. No single reimbursement shall
11 exceed \$500.00 without the prior written consent of the Deputy Director, Design Construction,
12 Department of Facilities Management (or designee).

13 3.3 Said compensation shall be paid in accordance with an invoice submitted to
14 County by Consultant within fifteen (15) days from the last day of each calendar month, and County
15 shall pay the invoice within thirty (30) working days from the date of receipt of the invoice.

16 4. INDEPENDENT CONTRACTOR: County retains Consultant on an
17 independent contractor basis. Consultant is not, and shall not be considered to be in any manner, an
18 employee, agent or representative of the County. Consultant shall not be entitled to any benefits
19 payable to employees of County including County Workers' Compensation benefits. County is not
20 required to make any deductions from the compensation payable to Consultant under this
21 Agreement, and as an independent contractor, Consultant hereby holds County harmless from any
22 and all claims that may be made against County based upon any contention by any third party that an
23 employer-employee relationship exists by reason of this Agreement.

24 Personnel performing any services under this Agreement on behalf of Consultant shall at all
25 times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries
26 and other amounts due such personnel in connection with their performance of service and as
27 required by law. Consultant shall be responsible for all reports and obligations respecting such
28 personnel, including but not limited to, social security taxes, income tax withholdings,

1 unemployment insurance, and workers' compensation insurance.

2 5. CONSULTANT'S RESPONSIBILITY: It is understood that the Consultant has the
3 skills, experience and knowledge necessary to perform the services agreed to be performed under
4 this Agreement, and that the County relies upon the Consultant's representations about its skills,
5 experience and knowledge to perform the Consultant's services in a competent manner. Acceptance
6 by the County of the services to be performed under this Agreement does not operate as a release of
7 said Consultant from responsibility for the work performed. It is further understood and agreed that
8 the Consultant is apprised of the scope of the work to be performed under this Agreement and the
9 Consultant agrees that said work can and shall be performed in a fully competent manner.

10 6. INDEMNIFICATION: CONTRACTOR shall indemnify and hold harmless
11 the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective
12 directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and
13 representatives from any liability whatsoever, based or asserted upon any services of
14 CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or
15 in any way relating to this Agreement, including but not limited to property damage, bodily injury,
16 or death or any other element of any kind or nature whatsoever arising from the performance of
17 CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this
18 Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not
19 limited, to attorney fees, cost of investigation, defense and settlements or awards, the County of
20 Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors,
21 officers, Board of Supervisors, elected and appointed officials, employees, agents and
22 representatives in any claim or action based upon such alleged acts or omissions.

23 With respect to any action or claim subject to indemnification herein by CONTRACTOR,
24 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall
25 have the right to adjust, settle, or compromise any such action or claim without the prior consent of
26 COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner
27 whatsoever limits or circumscribes CONTRACTOR'S indemnification to COUNTY as set forth
28 herein.

1 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to
2 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or
3 claim involved.

4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe
5 CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY herein from third
6 party claims.

7
8 In the event there is conflict between this clause and California Civil Code Section 2782, this clause
9 shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the
10 CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

11 7. INSURANCE: Without limiting CONSULTANT'S indemnification,
12 CONSULTANT shall maintain in force at all times during the performance of this Agreement,
13 insurance policies evidencing coverage during the entire term of the Agreement as follows:

14 A. Workers' Compensation: If the CONTRACTOR has employees as defined by the
15 State of California, the CONTRACTOR shall maintain statutory Workers' Compensation
16 Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall
17 include Employers' Liability (Coverage B) including Occupational Disease with limits
18 not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive
19 subrogation in favor of The County of Riverside, and, if applicable, to provide a
20 Borrowed Servant/Alternate Employer Endorsement.

21 B. Commercial General Liability:

22 Commercial General Liability insurance coverage, including but not limited to,
23 premises liability, contractual liability, products and completed operations liability,
24 personal and advertising injury covering claims which may arise from or out of
25 CONTRACTOR'S performance of its obligations hereunder. Policy shall name all
26 Agencies, Districts, Special Districts, and Departments of the County of Riverside, their
27 respective directors, officers, Board of Supervisors, employees, elected or appointed
28 officials, agents or representatives as Additional Insureds. Policy's limit of liability shall
not be less than \$1,000,000 per occurrence combined single limit. If such insurance

1 contains a general aggregate limit, it shall apply separately to this agreement or be no
2 less than two (2) times the occurrence limit.

3 C. Vehicle Liability:

4 If CONTRACTOR'S vehicles or mobile equipment are used in the performance of
5 the obligations under this Agreement, then CONTRACTOR shall maintain liability
6 insurance for all owned, non-owned or hired vehicles so used in an amount not less than
7 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
8 aggregate limit, it shall apply separately to this agreement or be no less than two (2)
9 times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts,
10 and Departments of the County of Riverside, their respective directors, officers, Board of
11 Supervisors, employees, elected or appointed officials, agents or representatives as
12 Additional Insureds.

13 D. Professional Liability: Consultant shall maintain Professional Liability Insurance
14 providing coverage for performance of work included within this Agreement, with a
15 limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual
16 aggregate. If Consultant's Professional Liability Insurance is written on a claims made
17 basis rather than an occurrence basis, such insurance shall continue through the term of
18 this Agreement. Upon termination of this Agreement or the expiration or cancellation of
19 the claims made insurance policy Consultant shall purchase at his sole expense either 1)
20 an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates
21 Coverage from a new insurer with a retroactive date back to the date of, or prior to, the
22 inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that
23 Consultant has maintained continuous coverage with the same or original insurer.
24 Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years
25 beyond the termination of this Agreement.

26
27 E. General Insurance Provisions - All lines:

28 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to

1 the State of California and have an A M BEST rating of not less than A: VIII (A:8)
2 unless such requirements are waived, in writing, by the County Risk Manager. If the
3 County's Risk Manager waives a requirement for a particular insurer such waiver is only
4 valid for that specific insurer and only for one policy term.

- 5 2) The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or
6 self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000
7 per occurrence such deductibles and/or retentions shall have the prior written consent of
8 the County Risk Manager before the commencement of operations under this Agreement.

9 Upon notification of deductibles or self insured retention's unacceptable to the
10 COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S
11 carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as
12 respects this Agreement with the COUNTY, or 2) procure a bond which guarantees
13 payment of losses and related investigations, claims administration, and defense costs
14 and expenses.

- 15 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the
16 County of Riverside with either 1) a properly executed original Certificate(s) of
17 Insurance and certified original copies of Endorsements effecting coverage as required
18 herein, or 2) if requested to do so orally or in writing by the County Risk Manager,
19 provide original Certified copies of policies including all Endorsements and all exhibits
20 thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and
21 policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30)
22 days written notice shall be given to the County of Riverside prior to any material
23 modification, cancellation, expiration or reduction in coverage of such insurance. In the
24 event of a material modification, cancellation, expiration, or reduction in coverage, this
25 Agreement shall terminate forthwith, unless the County of Riverside receives, prior to
26 such effective date, another properly executed original Certificate of Insurance and
27 original copies of endorsements or certified original policies, including all endorsements
28 and Exhibits thereto evidencing coverage's set forth herein and the insurance required

1 herein is in full force and effect. *CONTRACTOR shall not commence operations until*
2 *the COUNTY has been furnished original Certificate (s) of Insurance and certified*
3 *original copies of endorsements or policies of insurance including all endorsements*
4 *and any and all other Exhibits as required in this Section. An individual authorized by*
5 *the insurance carrier to do so on its behalf shall sign the original endorsements for*
6 *each policy and the Certificate of Insurance.*

7 4) It is understood and agreed to by the parties hereto and the insurance company(s),
8 that the Certificate(s) of Insurance and policies shall so covenant and shall be construed
9 as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-
10 insured retention's or self-insured programs shall not be construed as contributory.

11 5) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement
12 or any extension thereof, there is a material change in the scope of services; or, there is a
13 material change in the equipment to be used in the performance of the scope of work
14 (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the
15 types of insurance required under this Agreement and the monetary limits of liability for
16 the insurance coverage's currently required herein, if; in the County Risk Manager's
17 reasonable judgment, the amount or type of insurance carried by the CONTRACTOR
18 has become inadequate.

19 6) CONTRACTOR shall pass down the insurance obligations contained herein to all
20 tiers of subcontractors working under this Agreement.

21 8. TERMINATION: County may, by written notice to Consultant, terminate this
22 Agreement in whole or in part at any time. Such termination may be for County's convenience or
23 because of Consultant's failure to perform its duties and obligations under this Agreement including,
24 but not limited to, the failure of Consultant to timely perform Services pursuant to the Schedule of
25 Services described in Exhibit A to this Agreement.

26 8.1 Discontinuance of Services. Upon Termination, Consultant shall, unless
27 otherwise directed by the Notice, discontinue all services and deliver to the County all data,
28 estimates, graphs, summaries, reports, and other related materials as may have been prepared or

1 accumulated by Consultant in performance of Services, whether completed or in progress.

2 8.2 Effect of Termination For Convenience. If the termination is to be for the
3 convenience of the County, the County shall compensate Consultant for services satisfactorily
4 provided through the date of termination. Consultant shall provide documentation deemed adequate
5 by County to show the Services actually completed by Consultant prior to the date of termination.
6 This Agreement shall terminate thirty (30) days following receipt by the Consultant of the written
7 Notice of Termination.

8 8.3 Effect of Termination For Cause. If the termination is due to the failure of
9 Consultant to fulfill its obligations under this Agreement, Consultant shall be compensated for those
10 Services which have been completed in accordance with this Agreement and accepted by the
11 County. In such case, the County may take over the work and prosecute the same to completion by
12 contract or otherwise. Further, Consultant shall be liable to the County for any reasonable additional
13 costs incurred by the County to revise work for which the County has compensated Consultant under
14 this Agreement, but which the County has determined in its sole discretion needs to be revised in
15 part or whole to complete the Project. Following discontinuance of Services, the County may
16 arrange for a meeting with Consultant to determine what steps, if any, Consultant can take to
17 adequately fulfill its requirements under this Agreement. In its sole discretion, County's
18 Representative may propose an adjustment to the terms and conditions of the Agreement, including
19 the contract price. Such contract adjustments, if accepted in writing by the Parties, shall become
20 binding on Consultant and shall be performed as part of this Agreement. In the event of termination
21 for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate seven
22 (7) days following the date the Notice of Termination was mailed to the Consultant. Termination of
23 this Agreement for cause may be considered by the County in determining whether to enter into
24 future agreements with Consultant.

25 8.4 Notwithstanding any of the provisions of this Agreement, Consultant's rights
26 under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon
27 dishonesty, or a willful or material breach of this Agreement by Consultant, or in the event of
28 Consultant's unwillingness or inability for any reason whatsoever to perform the duties hereunder,

1 or if the Agreement is terminated pursuant to Section 8. In such event, Consultant shall not be
2 entitled to any further compensation under this Agreement.

3 8.5 Cumulative Remedies. The rights and remedies of the parties provided in this
4 Section are in addition to any other rights and remedies provided by law or under this Agreement.

5 9. CONFLICT OF INTEREST: Consultant covenants that it presently has no interest,
6 including but not limited to, other projects or independent contracts, and shall not acquire any such
7 interest, direct or indirect, which would conflict in any manner or degree with the performance of
8 services required under this Agreement. Consultant further covenants that in the performance of this
9 Agreement, no person having any such interest shall be employed or retained by it under this
10 Agreement.

11 10. ADMINISTRATION: The Deputy Director, Design Construction, Economic
12 Development Agency (or designee) shall administer this Agreement on behalf of COUNTY.

13 11. ASSIGNMENT: This Agreement shall not be assigned by Consultant, either in
14 whole or in part, without prior written consent of County. Any assignment or purported assignment
15 of this Agreement by Consultant without the prior written consent of County will be deemed void
16 and of no force or effect.

17 12. NONDISCRIMINATION: Consultant represents that it is an equal opportunity
18 employer and it shall not discriminate against any employee or applicant for employment because of
19 race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-
20 discrimination shall include, but not be limited to, all activities related to initial employment,
21 upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

22 13. ALTERATION: No alteration or variation of the terms of this Agreement shall be
23 valid unless made in writing and signed by the parties hereto, and no oral understanding or
24 agreement not incorporated herein shall be binding on any of the parties hereto. No additional
25 services shall be performed by Consultant without a written amendment to this Agreement.

26 Consultant understands that the Board of Supervisors and the County Purchasing Agent are
27 the only authorized County representatives who may at any time, by written order, make any
28 alterations within the general scope of this Agreement.

1 If Consultant feels that any work requested of it is beyond the scope of services under this
2 Agreement, any claim by the Consultant for adjustment under this paragraph shall be made within
3 thirty (30) days of when the Consultant is requested to perform the disputed scope of work.

4 14. LICENSE AND CERTIFICATION: Consultant verifies upon execution of this
5 Agreement, possession of a current and valid license in compliance with any local, State, and
6 Federal laws and regulations relative to the scope of services to be performed under Exhibit A, and
7 that services(s) will be performed by properly trained and licensed staff.

8 15. CONFIDENTIALITY: Consultant shall maintain the confidentiality of any and all
9 records and information accessed or processed under this Agreement. Consultant shall not disclose,
10 except as permitted by this Agreement or as authorized by the County, any oral or written
11 communication, information, or effort of cooperation between County and Consultant, or between
12 County and Consultant and any other party.

1 16. WORK PRODUCT: All reports, preliminary findings, or data assembled or compiled
2 by Consultant under this Agreement become the property of the County upon their creation. The
3 County reserves the right to authorize others to use or reproduce such materials. Therefore, such
4 materials shall not be circulated in whole or in part, nor released to the public, without the direct
5 authorization of the Assistant County Executive Officer/EDA or an authorized designee.

6 17. JURISDICTION, VENUE: This Agreement is to be construed under the laws of the
7 State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the
8 County of Riverside, State of California.

9 18. WAIVER: Any waiver by County of any breach of any one or more of the terms of
10 this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same
11 or of any other term thereof. Failure on the part of the County to require exact, full and complete
12 compliance with any terms of this Agreement shall not be construed as in any manner changing the
13 terms hereof, or estopping County from enforcement hereof.

14 19. SEVERABILITY: If any provision in this Agreement is held by a court of competent
15 jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue
16 in full force without being impaired or invalidated in any way.

17 20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between
18 the parties hereto with respect to the subject matter hereof and all prior or contemporaneous
19 agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any
20 modifications to the terms of this Agreement must be in writing and signed by the parties herein.

21 21. NOTICES: All correspondence and notices required or contemplated by this
22 Agreement shall be delivered to the respective parties at the addresses set forth below and are
23 deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

1 County:
2 Economic Development Agency
3 3133 Mission Inn Ave.
4 Riverside, California 92507

CONSULTANT:
C.H.J. Incorporated
1355 E. Cooley Drive
Colton, CA 92392

5
6 IN WITNESS WHEREOF, the parties hereto have caused their duly representatives to execute this
7 Agreement.

8
9 DATED: 07-17-2011

CONSULTANT
C.H.J. Incorporated

10
11
12 By: [Signature]

13 Title: President

14
15 Federal Tax I.D. No. 15-2510921

16
17 DATED: _____

COUNTY OF RIVERSIDE

18
19 ATTEST:
20 Kecia Harper-Ihem

By: _____
Chairperson, Board of Supervisors

21
22 By: _____
23 Deputy

24
25 FORM APPROVED COUNTY COUNSEL

26 BY: [Signature]
27 NEAL R. KIPNIS DATE