

FORM APPROVED COUNTY COUNSEL
 BY: JENNIFER CRUIKSHANK, COO 11/25/15
 DATE: 11/25/15
 BY: GREGORY P. PRIAMOS
 Departmental Concurrence

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

144



FROM: Economic Development Agency

SUBMITTAL DATE:
 December 3, 2015

SUBJECT: Riverside University Health System Capital Improvement Program Development Project - Approval of Professional Services Agreement with Ewing Cole Inc. for Consulting Services, District 5, [\$699,380], Hospital Enterprise Fund 40050 - 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve in-principle, the Riverside University Health System (RUHS) Capital Improvement Program (CIP) Development Project to develop, implement and manage a master program for capital projects for the (RUHS) hospital located in Moreno Valley, California;
2. Approve the attached Professional Services Agreement between the County of Riverside and EwingCole Inc. for consulting services for the RUHS CIP Development Project in the amount of \$530,900;
3. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies;

(Continued)

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: [Signature] 12/3/15
 Susana Garcia-Bocanegra

[Signature]
 Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 699,380	\$ 0	\$ 699,380	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Hospital Enterprise Fund 40050 – 100%				Budget Adjustment: No	
				For Fiscal Year: 2015/16	

C.E.O. RECOMMENDATION:

REVIEWED BY CIP
[Signature]
 Ivan M. Chand 12/3/2015

APPROVE
[Signature]
 BY: Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

By: Zareh Sarrafian, Chief Executive Officer
 Riverside University Health System

A-30
 4/5 Vote

Positions Added
 Change Order

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

Economic Development Agency

FORM 11: Riverside University Health System Capital Improvement Program Development Project - Approval of Professional Services Agreement with Ewing Cole Inc. for Consulting Services, District 5, [\$699,380], Hospital Enterprise Fund 40050 - 100%

DATE: December 3, 2015

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RECOMMENDED MOTION: (Continued)

4. Approve additional expenditures related to the Ewing Cole Inc. agreement of \$168,480, and authorize the use of Enterprise Funds, including incurred project expenses;
5. Delegate project management authority for the project to the Assistant County Executive Officer/EDA (ACEO/EDA) in accordance with applicable Board policies, including the authority to utilize consultants on the approved pre-qualified list for services in connection with the RUHS CIP Development project and within the approved project budget; and
6. Authorize the Purchasing Department to execute the consultant services agreements up to \$100,000 and otherwise in accordance with applicable Board policies.

BACKGROUND:

Summary

On March 23, 2010, the Affordable Care Act (ACA) was signed into law and took effect January 1, 2014. The ACA fundamentally changed the structure of healthcare delivery systems, prompting hospitals to evaluate and assess their strengths and weaknesses, and services offered. In a series of reports issued in 2014, Huron Consulting Group presented their facility and market assessment of RUHS and made recommendations on expanding certain service lines and developing new service lines, to better meet the healthcare needs of the primary service area over the next five years. The RUHS CIP Development project, picks up directly where the Huron reports leave off.

Acting on behalf of the Board of Supervisors, and RUHS, in November 2014, the Project Management Office (PMO) Division of the Economic Development Agency (EDA) advertised a Request for Qualifications (RFQ) for Architects and Medical Planning firms, to provide consulting services, assisting the medical center with the multiple project tasks associated with a growing health system including, defining and packaging new projects, evaluating current projects within the framework of needs and fiscal impact, and planning and prioritizing future projects. A selection committee, consisting of members from the Executive Office, RUHS and EDA, reviewed the RFQ responses, and held interviews with six qualified firms on March 3, 2015. Reference checks were performed on the three highest scoring firms and the committee met again to review those results, and selected Ewing Cole as the most qualified firm for this project.

The Ewing Cole Inc. effort will be to assess the current facility and operational conditions, including evaluating current lines of service, make recommendations to improve patient outcomes and increase service volumes, and develop a master (CIP) for RUHS. Ewing Cole will also assist the hospital with planning, programming and packaging of new project efforts, prioritizing and scheduling these projects to achieve critical needs of the facility. Out of this effort, individual projects will be identified, budgeted and brought back to the board for approval. Ewing Cole will also attend meetings and provide support to the Public-Private Partnership (P3) development team's efforts on the adjacent 32 acre parcel. This is an on-going project with an anticipated duration of five years. Staff will return to the Board annually for approval of amended agreements and costs.

Impact on Citizens and Businesses

(Commences on Page 3)

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

Economic Development Agency

FORM 11: Riverside University Health System Capital Improvement Program Development Project - Approval of Professional Services Agreement with Ewing Cole Inc. for Consulting Services, District 5, [\$699,380], Hospital Enterprise Fund 40050 - 100%

DATE: December 3, 2015

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Impact on Citizens and Businesses

The RUHS CIP Development project, through defining, planning and programming, will lay the foundation for an efficient, patient centered approach to the delivery of health services, ultimately benefitting patients, citizens and businesses in Riverside County.

Additional Fiscal Information

The approximate allocation of the scope of work related to the agreement is as follows:

LINE ITEMS	CONTRACT AMOUNT
Consultant Design	530,900
Project Management	38,480
Other Soft Costs / Specialty Consultants	80,000
Project Contingency	50,000
Total	\$ 699,380

Expenditures for FY 2015/16 are estimated at \$699,380. EDA staff will return to the Board annually for approval of amended agreements and costs. All costs associated with this project will be 100% funded through Hospital Enterprise Fund 40050, thus no net county costs will be incurred and no departmental budget adjustment is required at this time.

Attachment:

Professional Services Agreement with EwingCole Inc.

1 PROFESSIONAL SERVICES AGREEMENT

2 This Agreement is made and entered into this 2nd day of November, 2015, by and between
3 EwingCole Inc. (herein referred to as "ARCHITECT"), and the COUNTY OF RIVERSIDE, a
4 political subdivision of the State of California, (herein referred to as "COUNTY").

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

8 WHEREAS, ARCHITECT 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,
11 the parties hereto agree as follows:

12 1. SCOPE OF SERVICES: ARCHITECT shall perform all services and other
13 activities necessary to assess the current facility and operational conditions at RUHS, including
14 evaluating current lines of service; make recommendations to improve patient outcomes and
15 increase service volumes, and develop a master Capital Improvement Program (CIP) for
16 Riverside University Health System (RUHS). Architect will assist the hospital with planning,
17 budgeting, programming and packaging of new project efforts, prioritizing and scheduling these
18 projects to achieve critical needs of the facility. Architect will also attend meetings and provide
19 support to the P3 development team's efforts on the adjacent 32 acre parcel. The Architect shall
20 perform these services for the Project described as RUHS Capital Improvement Program
21 Development Project. ARCHITECT shall provide all services in accordance with this
22 Agreement and as outlined and specified in Exhibit A-D, consisting of sixteen (16) page(s),
23 attached hereto and by this reference incorporated herein.

24 1.1 ARCHITECT represents and maintains that it is skilled in the professional
25 calling necessary to perform all services, duties and obligations required by this
26 Agreement to fully and adequately complete the project. ARCHITECT shall perform the
27 services and duties in conformance to and consistent with the standards generally
28 recognized as being employed by professionals in the same discipline in the State of

1 California. ARCHITECT further represents and warrants to the COUNTY that it has all
2 licenses, permits, qualifications and approvals of whatever nature are legally required to
3 practice its profession. ARCHITECT further represents that it shall keep all such licenses
4 and approvals in effect during the term of this Agreement.

5 2. PERIOD OF PERFORMANCE: ARCHITECT shall commence performance of
6 services within one (1) calendar day after execution of this Agreement, and shall diligently
7 perform the services to full completion of the Project as required and in accordance with the
8 scheduled Project completion date of November 1, 2016 unless sooner terminated as specified in
9 Paragraph 8, or extended as provided in Paragraph 13. All applicable indemnification provisions
10 in this Agreement shall remain in effect following the termination of this Agreement.

11 3. COMPENSATION: The COUNTY shall pay the ARCHITECT for services
12 performed and expenses incurred as follows:

13 3.1 COUNTY shall pay to ARCHITECT for services performed and expenses
14 incurred in accordance with the Scope of Services set forth in Exhibit A-D. The total
15 amount of compensation paid to ARCHITECT under this Agreement shall not exceed the
16 sum of Five Hundred Twenty Thousand, Seven Hundred Dollars (\$520,700.) plus
17 reimbursable expenses estimated not to exceed Ten Thousand Two Hundred Dollars
18 (\$10,200.) per Exhibit A-D, unless a written amendment to this Agreement is executed by
19 both parties prior to performance of additional services.

20 3.2 Reimbursable expenses are defined in Exhibit A-D. No single
21 reimbursement shall exceed \$500.00 without the prior written consent of the Deputy
22 Director, Economic Development Agency, Project Management Office (or designee).

23 3.3 Said compensation shall be paid in accordance with an invoice submitted
24 to COUNTY by ARCHITECT within fifteen (15) days from the last day of each calendar
25 month, and COUNTY shall pay the invoice within thirty (30) working days from the date
26 of receipt of the invoice.

27 3.4 The basis for the monthly invoice and payment thereon shall be actual
28 hours expended multiplied by the hourly rates for the personnel involved, not to exceed

1 the maximum amount of compensation set forth in Section 3.1.

2 4. INDEPENDENT CONTRACTOR: COUNTY retains ARCHITECT on an
3 independent contractor basis. ARCHITECT is not, and shall not be considered to be in any
4 manner, an employee, agent or representative of the COUNTY. ARCHITECT shall not be
5 entitled to any benefits payable to employees of COUNTY including County Workers'
6 Compensation benefits. COUNTY is not required to make any deductions from the
7 compensation payable to ARCHITECT under this Agreement, and as an independent contractor,
8 ARCHITECT hereby holds COUNTY harmless from any and all claims that may be made
9 against COUNTY based upon any contention by any third party that an employer-employee
10 relationship exists by reason of this Agreement.

11 Personnel performing any services under this Agreement on behalf of ARCHITECT shall
12 at all times be under ARCHITECT'S exclusive direction and control. ARCHITECT shall pay all
13 wages, salaries and other amounts due such personnel in connection with their performance of
14 service and as required by law. ARCHITECT shall be responsible for all reports and obligations
15 respecting such personnel, including but not limited to, social security taxes, income tax
16 withholdings, unemployment insurance, and workers' compensation insurance.

17 5. ARCHITECT'S RESPONSIBILITY: It is understood that the ARCHITECT has
18 the skills, experience and knowledge necessary to perform the services agreed to be performed
19 under this Agreement, and that the COUNTY relies upon the ARCHITECT'S representations
20 about its skills, experience and knowledge to perform the ARCHITECT'S services in a
21 competent manner. Acceptance by the COUNTY of the services to be performed under this
22 Agreement does not operate as a release of said ARCHITECT from responsibility for the work
23 performed. It is further understood and agreed that the ARCHITECT is apprised of the scope of
24 the work to be performed under this Agreement and the ARCHITECT agrees that said work can
25 and shall be performed in a fully competent manner.

26 6. INDEMNITY AND HOLD HARMLESS – The ARCHITECT agrees to and shall
27 indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and
28 Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed

1 officials, employees, agents and representatives (hereinafter individually and collectively
2 referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims,
3 demands, actions, or proceedings caused by any alleged or actual negligence, recklessness,
4 willful misconduct, errors or omissions of ARCHITECT, its directors, officers, partners,
5 employees, agents or representatives or any person or organization for whom ARCHITECT is
6 responsible, arising out of or from the performance of services under this Agreement. To the
7 extent a loss, suit, claim, demand, action, or proceeding is based on actual or alleged acts or
8 omissions of ARCHITECT which are not design professional services, ARCHITECT shall
9 indemnify Indemnitees whether or not ARCHITECT is negligent.

10 The duty to indemnify does not include loss, suits, claims, demands, actions, or
11 proceedings caused by actual negligence of Indemnitees; however, any actual negligence of
12 Indemnitees will only affect the duty to indemnify for the specific act found to be negligence,
13 and will not preclude a duty to indemnify for any act or omission of ARCHITECT.

14 ARCHITECT shall defend and pay, at its sole expense, all costs and fees, including but
15 not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims,
16 demands, actions, or proceedings based or alleged to be based on any act or omission of
17 ARCHITECT arising out of or from the performance of services under this contract. The duty to
18 defend applies to any alleged or actual negligence, recklessness, willful misconduct, error or
19 omission of ARCHITECT. The duty to defend shall apply whether or not ARCHITECT is a
20 party to the lawsuit, and shall apply whether or not ARCHITECT is directly liable to the
21 plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to
22 be actively negligent, unless the act or omission at issue was caused by the sole active negligence
23 of Indemnitees. The duty to defend however only applies to the acts or omissions of the
24 ARCHITECT.

25 The specified insurance provisions and limits required in this contract shall in no way
26 limit or circumscribe ARCHITECT'S obligations to indemnify and hold harmless Indemnitees
27 from third party claims.

28 In the event there is conflict between the indemnity and defense provisions and California

1 Civil Code Section 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to
2 comply with Civil Code sections 2782 and 2782.8.

3 7. INSURANCE: Without limiting or diminishing the ARCHITECT'S obligation to
4 indemnify or hold the COUNTY harmless, ARCHITECT shall procure and maintain or cause to
5 be maintained, at its sole cost and expense, the following insurance coverage during the term of
6 this Agreement. As respects to the insurance section only, the COUNTY herein refers to the
7 County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective
8 directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or
9 representatives as Additional Insureds.

10 A. Workers' Compensation:

11 If the ARCHITECT has employees as defined by the State of California, the
12 ARCHITECT shall maintain statutory Workers' Compensation Insurance
13 (Coverage A) as prescribed by the laws of the State of California. Policy shall
14 include Employers' Liability (Coverage B) including Occupational Disease with
15 limits not less than \$1,000,000 per person per accident. The policy shall be
16 endorsed to waive subrogation in favor of The County of Riverside.

17 B. Commercial General Liability:

18 Commercial General Liability insurance coverage, including but not limited to,
19 premises liability, unmodified contractual liability, products and completed
20 operations liability, personal and advertising injury, and cross liability coverage,
21 covering claims which may arise from or out of ARCHITECT'S performance of
22 its obligations hereunder. Policy shall name the COUNTY as Additional Insured.
23 Policy's limit of liability shall not be less than \$1,000,000 per occurrence
24 combined single limit. If such insurance contains a general aggregate limit, it
25 shall apply separately to this agreement or be no less than two (2) times the
26 occurrence limit.

27 C. Vehicle Liability:

28 If vehicles or mobile equipment are used in the performance of the obligations

1 under this Agreement, then ARCHITECT shall maintain liability insurance for all
2 owned, non-owned or hired vehicles so used in an amount not less than
3 \$1,000,000 per occurrence combined single limit. If such insurance contains a
4 general aggregate limit, it shall apply separately to this agreement or be no less
5 than two (2) times the occurrence limit. Policy shall name the COUNTY as
6 Additional Insureds.

7 D. Professional Liability:

8 ARCHITECT shall maintain Professional Liability Insurance providing coverage
9 for the ARCHITECT'S performance of work included within this Agreement,
10 with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000
11 annual aggregate. If ARCHITECT'S Professional Liability Insurance is written
12 on a claims made basis rather than an occurrence basis, such insurance shall
13 continue through the term of this Agreement and ARCHITECT shall purchase at
14 his sole expense either 1) an Extended Reporting Endorsement (also, known as
15 Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive
16 date back to the date of, or prior to, the inception of this Agreement; or, 3)
17 demonstrate through Certificates of Insurance that ARCHITECT has maintained
18 continuous coverage with the same or original insurer. Coverage provided under
19 items; 1), 2) or 3) will continue as long as the law allows.

20 E. General Insurance Provisions - All lines:

21 1) Any insurance carrier providing insurance coverage hereunder shall be
22 admitted to the State of California and have an A M BEST rating of not less than
23 A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk
24 Manager. If the County's Risk Manager waives a requirement for a particular
25 insurer such waiver is only valid for that specific insurer and only for one policy
26 term.

27 2) The ARCHITECT must declare its insurance self-insured retention for
28 each coverage required herein. If any such self-insured retention exceed

1 \$500,000 per occurrence each such retention shall have the prior written consent
2 of the County Risk Manager before the commencement of operations under this
3 Agreement. Upon notification of self-insured retention unacceptable to the
4 COUNTY, and at the election of the County's Risk Manager, ARCHITECT'S
5 carriers shall either; 1) reduce or eliminate such self-insured retention as respects
6 this Agreement with the COUNTY, or 2) procure a bond which guarantees
7 payment of losses and related investigations, claims administration, and defense
8 costs and expenses.

9 3) ARCHITECT shall cause ARCHITECT'S insurance carrier(s) to furnish
10 the County of Riverside with either 1) a properly executed original Certificate(s)
11 of Insurance and certified original copies of Endorsements effecting coverage as
12 required herein, and 2) if requested to do so orally or in writing by the County
13 Risk Manager, provide original Certified copies of policies including all
14 Endorsements and all attachments thereto, showing such insurance is in full force
15 and effect. Further, said Certificate(s) shall contain the covenant of the insurance
16 agent/producer that thirty (30) days written notice shall be given to the County of
17 Riverside prior to cancellation of such insurance except ten (10) days for
18 cancellation due to nonpayment. In the event of a material modification,
19 cancellation, expiration, or reduction in coverage, this Agreement shall terminate
20 forthwith, unless the County of Riverside receives, prior to such effective date,
21 another properly executed original Certificate of Insurance and original copies of
22 endorsements or certified copies of the policies, including all endorsements and
23 attachments thereto evidencing coverage's set forth herein and the insurance
24 required herein is in full force and effect. *ARCHITECT shall not commence*
25 *operations until the COUNTY has been furnished original Certificate (s) of*
26 *Insurance and certified original copies of endorsements and if requested,*
27 *review original of the policies of insurance including all endorsements and any*
28 *and all other attachments as required in this Section. An individual authorized*

1 *by the insurance carrier to do so on its behalf shall sign the original*
2 *endorsements for each policy and the Certificate of Insurance. Upon*
3 *COUNTY'S request, ARCHITECT shall make available for inspection by*
4 *County Risk Manager, at a mutually agreeable location, copies of*
5 *ARCHITECT'S insurance policies.*

6 4) It is understood and agreed to by the parties hereto that the
7 ARCHITECT'S insurance shall be construed as primary insurance, and the
8 COUNTY'S insurance/or deductible and/or self-insured retentions or self-insured
9 program shall not be construed as contributory.

10 5) If, during the term of this Agreement or any extension thereof, there is a
11 material change in the scope of services; or, there is a material change in the
12 equipment to be used in the performance in the scope of work; or, the term of this
13 Agreement, including any extension thereof, exceeds five (5) years; the COUNTY
14 reserves the right to adjust the types of insurance and the monetary limits of
15 liability required under this Agreement, if in the County Risk Manager's
16 reasonable judgment, the amount or type of insurance carried by the
17 ARCHITECT has become inadequate.

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

20 7) The insurance requirements contained in this Agreement may be met with
21 a program(s) of self-insurance acceptable to the COUNTY.

22 8) ARCHITECT agrees to notify COUNTY of any claim by a third party or
23 any incident or event that may give rise to a claim arising from the performance
24 of this Agreement.

25 8. TERMINATION: COUNTY may, by written notice to ARCHITECT, terminate
26 this Agreement in whole or in part at any time. Such termination may be for COUNTY'S
27 convenience or because of ARCHITECT'S failure to perform its duties and obligations under
28

1 this Agreement including, but not limited to, the failure of ARCHITECT to timely perform
2 Services pursuant to the Schedule of Services described in Exhibit A-D to this Agreement.

3 8.1 Discontinuance of Services. Upon Termination, ARCHITECT shall,
4 unless otherwise directed by the Notice, discontinue all services and deliver to the
5 COUNTY all data, estimates, graphs, summaries, reports, and other related materials as
6 may have been prepared or accumulated by ARCHITECT in performance of Services,
7 whether completed or in progress.

8 8.2 Effect of Termination For Convenience. If the termination is to be for the
9 convenience of the COUNTY, the COUNTY shall compensate ARCHITECT for services
10 satisfactorily provided through the date of termination. ARCHITECT shall provide
11 documentation deemed adequate by COUNTY to show the Services actually completed
12 by ARCHITECT prior to the date of termination. This Agreement shall terminate thirty
13 (30) days following receipt by the ARCHITECT of the written Notice of Termination.

14 8.3 Effect of Termination For Cause. If the termination is due to the failure of
15 ARCHITECT to fulfill its obligations under this Agreement, ARCHITECT shall be
16 compensated for those Services which have been completed in accordance with this
17 Agreement and accepted by the COUNTY. In such case, the COUNTY may take over
18 the work and prosecute the same to completion by contract or otherwise. Further,
19 ARCHITECT shall be liable to the COUNTY for any reasonable additional costs
20 incurred by the COUNTY to revise work for which the COUNTY has compensated
21 ARCHITECT under this Agreement, but which the COUNTY has determined in its sole
22 discretion needs to be revised in part or whole to complete the Project. Prior to
23 discontinuance of Services, the COUNTY may arrange for a meeting with ARCHITECT
24 to determine what steps, if any, ARCHITECT can take to adequately fulfill its
25 requirements under this Agreement. In its sole discretion, County's Representative may
26 propose an adjustment to the terms and conditions of the Agreement, including the
27 contract price. Such contract adjustments, if accepted in writing by the Parties, shall
28 become binding on ARCHITECT and shall be performed as part of this Agreement. In

1 the event of termination for cause, unless otherwise agreed to in writing by the parties,
2 this Agreement shall terminate seven (7) days following the date the Notice of
3 Termination was mailed to the ARCHITECT. Termination of this Agreement for cause
4 may be considered by the COUNTY in determining whether to enter into future
5 agreements with ARCHITECT.

6 8.4 Notwithstanding any of the provisions of this Agreement, ARCHITECT'S
7 rights under this Agreement shall terminate (except for fees accrued prior to the date of
8 termination) upon dishonesty, or a willful or material breach of this Agreement by
9 ARCHITECT, or in the event of ARCHITECT'S unwillingness or inability for any
10 reason whatsoever to perform the duties hereunder, or if the Agreement is terminated
11 pursuant to Section 8. In such event, ARCHITECT shall not be entitled to any further
12 compensation under this Agreement.

13 8.5 Cumulative Remedies. The rights and remedies of the parties provided in
14 this Section are in addition to any other rights and remedies provided by law or under this
15 Agreement.

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

22 10. ADMINISTRATION: The Deputy Director, Economic Development Agency,
23 Project Management Office (or designee) shall administer this Agreement on behalf of
24 COUNTY.

25 11. ASSIGNMENT: This Agreement shall not be assigned by ARCHITECT, either
26 in whole or in part, without prior written consent of COUNTY. Any assignment or purported
27 assignment of this Agreement by ARCHITECT without the prior written consent of COUNTY
28 will be deemed void and of no force or effect.

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

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

11 ARCHITECT understands that the County Purchasing Agent or the County Board of
12 Supervisors are the only authorized COUNTY representatives who may at any time, by written
13 order, make any alterations within the general scope of this Agreement.

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

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

22 15. CONFIDENTIALITY: ARCHITECT shall maintain the confidentiality of any
23 and all records and information accessed or processed under this Agreement. ARCHITECT shall
24 not disclose, except as permitted by this Agreement or as authorized by the COUNTY, any oral
25 or written communication, information, or effort of cooperation between COUNTY and
26 ARCHITECT, or between COUNTY and ARCHITECT and any other party.

27 16. DOCUMENTS: The COUNTY acknowledges that the ARCHITECT'S reports,
28 drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and

1 other similar documents are instruments of professional service, not products. Although
2 ownership of such documents normally is retained by the ARCHITECT they nonetheless shall in
3 this instance become upon their creation the property of the COUNTY whether the Project is
4 constructed or not. The COUNTY may use the design documents and the designs depicted in
5 them, without the ARCHITECT'S consent, in connection with the Project, or other COUNTY
6 Projects, including, without limitation, future additions, alterations, connections, repairs,
7 information, reference, use or occupancy of the Project(s). Any reuse of the documents by
8 COUNTY without the written consent of the ARCHITECT shall be at COUNTY'S sole risk and
9 without liability or legal exposure to the ARCHITECT, and COUNTY shall indemnify, defend
10 and hold the ARCHITECT harmless from any claims or losses arising out of such use of the
11 design documents by the COUNTY.

12 16.1 Upon completion of each of the Phases described in Exhibit "A-D", the
13 ARCHITECT shall furnish to the COUNTY six (6) copies of all documents for that
14 phase. Upon approval thereof by the COUNTY, the ARCHITECT shall furnish one
15 reproducible set along with a CD in ACAD of construction documents.

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

19 18. WAIVER: Any waiver by COUNTY of any breach of any one or more of the
20 terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach
21 of the same or of any other term thereof. Failure on the part of the COUNTY to require exact,
22 full and complete compliance with any terms of this Agreement shall not be construed as in any
23 manner changing the terms hereof, or stopping COUNTY from enforcement hereof.

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

27 20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement
28 between the parties hereto with respect to the subject matter hereof and all prior or

1 contemporaneous agreements of any kind or nature relating to the same shall be deemed to be
2 merged herein. Any modifications to the terms of this Agreement must be in writing and signed
3 by the parties herein.

4 21. NOTICES: All correspondence and notices required or contemplated by this
5 Agreement shall be delivered to the respective parties at the addresses set forth below and are
6 deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:
7

8 COUNTY:	ARCHITECT:
9 Economic Development Agency	EwingCole Inc.
10 Project Management Office	15231 Laguna Canyon Rd. Suite 200
11 3403 Tenth St., Suite 400	Irvine, CA 92618
12 Riverside, CA 92501	Contact Name: Michael Lehman
13 Attn: David Baucom	


14
15 IN WITNESS WHEREOF, the party hereto for the COUNTY has caused their duly authorized
16 representative to approve the contents of this Agreement as representative of the COUNTY'S
17 requirements for this project. The execution of this Agreement by the COUNTY shall be
18 through the authority given in M.O. 3.31, 8/28/12 and the Purchase Order issued pursuant to the
19 same.
20

21 Remainder of Page Intentionally Left Blank
22 (Signatures on following page)
23
24
25
26
27
28

1 IN WITNESS WHEREOF, the ARCHITECT has caused their duly authorized representative to
2 execute this Agreement.


3
4 "COUNTY"
5 COUNTY OF RIVERSIDE

6
7 BY: _____
8 Marion Ashley, Chairman
9 Board of Supervisors

ARCHITECT:
EwingCole Inc.
By: James A. Wilson
Title: Senior Vice President
By: 
Federal Tax I.D. No. 23-1891628

10
11
12 ATTEST:
13 KECIA HARPER-IHEM
14 Clerk of the Board

15
16 BY: _____
17 DEPUTY

18
19
20
21 APPROVED AS TO FORM:
22 GREGORY P. PRIAMOS
23 County Counsel
24 By:  11/25/15
25 Marsha L. Victor
26 Principal Deputy County Counsel
27
28



September 29, 2015 (Revised)

Mr. David Baucom
 Facilities Project Manager III
 County of Riverside
 Economic Development Agency
 Project Management Office
 Via E-Mail: DBaucom@rivcoeda.org

**Re: Proposal for A/E Professional Services
 County of Riverside Economic Development Agency (EDA)
 Riverside University Health System (RUHS)
 Health System Capital Improvement Program**

Dear David:

We are pleased to submit this proposal for architectural and engineering services for the above referenced Project located in Moreno Valley, California.

Components of the Capital Improvement Program Work:

- Current Facilities Assessment
- Project Visioning
- Space & Functional Programming
- Exploration - Options Development
- Recommendation & Implementation - Preferred Option
- Final Presentation

Scope of Basic Services

Phase 1.0 – Current Facilities Assessment (30 days)

- 1.1 Conduct field investigations/assessment of existing RUHS patient care building assets including, Riverside County Regional Medical Center, ITF Arlington Behavioral Health Campus, Education Building, Central Utility Plant(s) and other campus areas as determined by RUHS.
 - Complete an Operational Conditions Assessment
 - Study the flexibility and efficiencies of the existing campus for the services that are being delivered
 - Create a Program Matrix to aid in understanding the appropriateness and limitations of the environment for the existing and future operation/work processes
 - Examine all existing strategic plans
 - Discuss all existing or proposed programs, such as technology or recruitment plans that might affect facility needs.
- 1.2 Develop block diagram floor plans that determine the departmental boundaries and create a table of departments by square feet.
- 1.3 Cross reference each department with National Benchmarks derived from our project database including facilities such as Geisinger Health System, and Kaiser Permanente and National databases including The Center for Health Design, The Advisory Board and

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County of Riverside EDA
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the Department of Veterans Affairs (VA). This will create a balanced view of the existing RUHS departments in relation to Benchmarks.

- 1.4 Complete a site analysis that will analyze existing Zoning, Traffic Patterns and Access Points. The zoning research will include obtaining current proffers, plans and other documents related to the existing uses and any approved program development. This analysis will include evaluating future Moreno Valley city developments that may impact traffic flow/access to the Medical Center. This information will help guide development options and decision making.
- 1.5 Review of as-built drawings as provided by EDA.
- 1.6 Prepare AutoCAD/Revit base drawing files for each site/building depicting:
 - a) Current Department Use
 - b) Departmental Gross Area
 - c) Horizontal & Vertical Circulation
 - d) Building Structure
 - e) Mechanical & Electrical Spaces
 - f) Site Analysis
- 1.7 Prepare Room-by-room Excel Database
- 1.8 Prepare Engineering Existing Conditions Assessment Narratives
- 1.9 Prepare site analysis

Deliverables to be provided to EDA and RUHS: AutoCAD/Revit Existing Conditions Model, Excel Room-by-Room Database, Engineering Narratives.

Phase 2.0 – Project Kick-Off & Project Visioning (30 days)

- 2.1 Conduct a Kick-Off Meeting including the project team and key participants with an agenda that also sets a schedule for proposed meetings/milestones, presentations, review and approval. At the Kick-off meeting we will confirm the roles of key stakeholders and decision-makers, including RUHS executives, the P3 developer, health system administration, and departmental leaders.

Kick-Off Meeting Tasks:

- Define roles and responsibilities
- Identify key milestones and schedule interviews, meetings
- Articulate goals and expectations
- Refine the work plan
- Review record documents
- Collaborate with P3 Developer and attend P3 strategy meetings
- Confirm agency reviews, variables and timelines – if requested
- Discuss community outreach strategy – if requested
- Discuss and prepare all documents and illustrations for the Visioning Sessions

Kick-Off Meeting Deliverables:

- Outline and Agenda for Visioning Sessions
- Owner/Architect Agreement
- Detailed Work Plan and Meeting Schedule
- Meeting minutes

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- 2.2 Determine participants who will form the "Core Team" and "Project Team". The Core Team will meet monthly and will be comprised of RUHS Staff, the P3 Developer, EDA Leadership and the Design Team. The Project Team will meet bi-weekly and will be comprised of RUHS Staff, EDA Project Management Staff and the Design Team. EwingCole will schedule, organize, lead/facilitate and document the outcomes of the Core Team and Project Team meetings.
- 2.3 Conduct a Visioning Session attended by key-stakeholders identified by RUHS to establish parameters for the Master Plan. The material developed during the Visioning Session will be high level but should at a minimum, address the qualitative and quantitative goals for the project. These results will help set Guiding Principles for the project.
- 2.4 Develop Guiding Principles derived from an understanding of the underlining issues from: Quality Measures, Vision Statement, Mission and/or current Goals.

For example, each Measure (i.e. 90% critical care bed utilization), Vision (Family-Centered Care), or Goal (Increase Physician Alignment) will be outlined and discussed in three ways: First, What are the underlying issues? Second, for each of the underlining issues, What are proposed solutions? And finally, How can the facility support that solution? As an informal tool, we utilize 5x8 cards to record ideas, posting on the wall for participants to review, and recombine in different units, etc. as the discussion progresses.

- 2.5 The Visioning Session could be held off-campus in a setting selected to encourage open minds and facilitate creative thinking. Our role is to facilitate a spirited conversation about your campus and health system, with the goal of arriving at a concise statement of guiding principles and priorities. This information becomes the framework for developing evaluation criteria as the master plan unfolds.
- 2.6 Prior to the Visioning Session, we distribute a Questionnaire to solicit feedback and set themes for discussion.

Examples of questions include: "What are the three best/worst things that your patients say about RUHS" or "What are the top three technologies you utilize now?" and "What are the top technologies you plan to utilize in 5-10 years?"

Topics for discussion include the following:

- Master Plan Overview
- Vision Statement
- Goals and Objectives
- Evaluation Criteria
- Industry Trends
- Program Adjacencies
- Service Line Growth
- Demographics
- Site Opportunities and Constraints
- Campus Image and Design Criteria
- Development Opportunities
- Phasing Strategies
- Potential for Adaptive Reuse

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- Operational Improvements

2.7 We suggest beginning many of the existing site and building assessment activities prior to the Visioning Session, so that the team has a better context of all of the issues, including some of the variables associated with zoning, traffic, survey and community relations. This also includes digesting current service line programming and projections, as well as other business planning, functional and operational studies that have been completed.

Visioning Tasks:

- Articulate goals and expectations
- Identify primary functional alignments
- Discuss current and future trends
- Prepare draft of questions/formats for departmental interviews
- Collaborate with P3 Developer and attend P3 strategy meetings

Visioning Deliverables to be provided to EDA and RUHS:

- A Visioning Report including a clear mission statement, project goals, priorities and evaluation criteria. Supporting meeting minutes, sketches, and attachments will accompany this document.

Phase 3.0 – Functional and Space Programming (30 days)

3.1 The goal of this phase is to create a comprehensive Needs Assessment Report that is functional (programmatic) and physical in nature with an emphasis on service lines analysis and recommendations.

3.2 Qualitative Inputs to Programming (Functional Program)

What qualities will drive the outcome of this project? How will the hospital grow and what will be the clinical strengths of the institution? Questions like these must be answered as we consider the amount of space and capital to be deployed renewing the RUHS campus. That capital needs to return improved patient outcomes and increased service volumes. Physicians and practices need to be encouraged and become part of the success of the hospital. External forces need to be anticipated and plans put in place to deal with them. New technologies need to be considered. The qualities of the project planning will help interpret the quantitative forecasts of services that come next as a precursor to space listing and planning.

3.3 Quantitative Inputs to Programming (Space Program)

The amount of physical hospital and ambulatory space needed must be directly tied to the anticipated amount of business that RUHS is anticipating. For this step we need numerical forecasts by Clinical Service Line carried out to the planning horizon – some future date. These forecasts will need to be based on an agreed logic, e.g. an aggressive growth assumption, and perhaps several alternative forecasts will be required to arrive at supportable plans. As the forecasting is underway, the team will develop planning standards and flexibility concepts to be applied to the programming and to inform the design.

3.4 Determining Need

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The Determining Need phase of the Master Plan is based on projections of departmental or service volumes and the integration of this information with the evolving operational work processes and the environment. When one of the variables changes, it inevitably effects the other two.

The EwingCole method for Determining Need is as follows: We study the past 3 year historical volume trends and assign a brief profile/summary for the activity. For example, if orthopedic volume increased exponentially, it may be noted that an additional orthopedic practice was added to the physician complement or a separate, hospitality-oriented Joint Center was created and marketed to the community. This is an important step in understanding the historical nature of the projections and their existing work processes and the environment.

We then translate the RUHS market projections into key drivers with associated utilization/work process scenarios that are tied to national benchmark departmental square footages. Key drivers are the benchmark criteria universally used such as OR, bed, etc. We discuss the expectations for the market projected volumes including assumptions that are affected by new/future technologies, efficiencies, staffing utilization and best practice space layouts.

3.5 Program Scenarios

Understanding that the national benchmarks are influenced locally, we issue a specific departmental questionnaire which outlines each department current work process, environment, staffing and technology and inspires innovation of new ideas within their departments. We interview each key departmental leader/user team (approximately 10-12 groups) within one week about significant changes in their field of expertise and perceptions of operational and facility needs. We will test additional scenarios to estimate impact that technology and industry changes may have on total volume. The goal is to identify the likely "bookends" of volume and allow RUHS to plan capacity accordingly. Once there is a general consensus on key drivers and operational work processes, we will tabulate recommended departmental square footages. We can then compare where RUHS falls in the range of National Benchmarks. This will act as a foundation for the future size of each department at RUHS.

Methodology:

1. Analysis of questionnaires
2. Square footages by existing, benchmarked and proposed
3. Departmental square footages
4. Meeting review
5. Benchmark data

3.6 Comprehensive Programming Report

The purpose of the Programming Report is to synthesize a wide-range of factors into a set of guidelines and square footages. We will review preliminary project assumptions and develop a comprehensive functional and space program. We will continue to refine this program as departmental adjacencies, operational efficiencies and user criteria are developed. This will inform the design process about image, space allocations, adjacencies, equipment needs, expandability, and various operational flows including staff, patient and materials. The detailed planning information will show the underlying business basis for the master plan.

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Programming Tasks

- Prepare planning survey questionnaires for distribution to service line representatives
- Departmental User Meetings – Interview senior management and key physicians/staff about challenges, perceptions of operational and facility needs and requirements for reorganization or growth.
 - Understand Existing & Future Operations
 - Understand Department Locations and relationships
 - Determine Future Trends, Technologies and Efficiencies
 - Introduce New Concepts
 - Verify Key Drivers for use in Master Plan
- Identify OSHPD and CDPH requirements that impact the recommended use of facilities
- Discuss distribution of bed need by bed type.
- Based on the acute care bed need projections, discuss inpatient ancillary service volume projections that incorporate the impact of inpatient service line shifts and technology trends
- Discuss outpatient ancillary service volume projections. As with the inpatient projections, the impact of reform, technology changes, and efficiencies will be analyzed.
- Operational Assessment - Review statistical throughput/key drivers (volume per key planning unit) for major patient care departments and benchmark against our standards
- For departments with significant variances from our benchmarks, re-interview key departmental staff to identify operating inefficiencies and the contribution that facilities make to those inefficiencies.
- Facilitate a discussion with the Steering Committee to review findings of the interviews and generate consensus regarding which efficiencies will be incorporated in projecting facility need in the Master Facility Plan.

Programming Deliverables to be provided to EDA and RUHS:

- Meeting minutes
- Comprehensive Programming Report
- Summary of clinical goals, objectives, priorities
- Space program (existing and proposed space allocations)
- Staffing assumptions, utilization and volume assumptions
- Adjacency and work flow requirements
- Conceptual planning diagrams
- Analysis diagrams (block/stack) of campus-wide space allocation

Phase 4.0 – Exploration – Options Development (30 days)

- 4.1 During this phase, we will generate approximately 3 scenarios reflecting organizing principles, key components, and distribution of services utilizing new and existing facilities to be retained, modified or expanded.
- 4.2 We will create a prioritized list, for review by the Committee, of the Functional and Physical Deficiencies based upon Buildings Existing Conditions Report.

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4.3 EwingCole will conduct a workshop with RUHS management and the P3 Developer to develop preliminary phasing concepts, order-of-magnitude budget costs and related schedule options for the scenarios.

4.4 Some considerations include:

- We will "right-size" departmental programs based on the customized benchmarks and create bubble diagrams that are reflective of the desired work processes and operational goals.
- We will prepare block and stacking diagrams to examine intradepartmental circulation and the adjacency of major healthcare services and their support facilities. We will identify areas for various levels of renovation from finish upgrades to complete overhaul including construction of new facilities with the end in mind that the future spaces will generate additional patient safety and satisfaction.

4.5 Therapeutic Environments. We believe that access to natural light, views and landscape elements such as healing gardens and green roofs should be visible from all patient rooms and visitor waiting areas whenever possible. Our team has extensive experience integrating therapeutic exterior spaces to complement architecture and enhance patient/visitor/staff experience.

4.6 Sustainability. Evaluate opportunities for passive and active energy efficiency improvements. Design opportunities for solar orientation and protecting the facility from winds to reduce energy utilization will be explored, as well as incorporating native plant material and more natural landscapes to reduce the need for irrigation and site maintenance. We will look for positive ways to mitigate stormwater runoff, using vegetation as interceptors, including rain gardens, porous pavement and green roofs.

4.7 Walkability. Develop pedestrian-oriented connections between the hospital, downtown business center, and public parks, which can help promote community economic development.

4.8 Circulation. We will develop separate vehicular circulation to define the main hospital entrance, emergency room, staff and visitor parking, and service facilities. Within these defined entrances we will create welcoming pedestrian linkages that allow patients, visitor and staff to "decompress" before entering the facility. All designs will incorporate the most current ADA standards in pedestrian linkages.

4.9 Parking. Our approach to master planning parking is to integrate the parking solution with the pedestrian experience. We understand that the "parking experience", from signage to availability to price, is vital to visitor, patient and staff satisfaction.

Exploration Tasks

- Provide options to illustrate departmental relocation/ reorganization within existing or new buildings in order to develop a growth/option matrix for future campus development and improve work/patient flows
- Develop gross building square footages for site planning purposes using space projections (key drivers) gleaned from department interviews, inpatient/outpatient volumes, utilization rules of thumb (benchmarks) and other indexes developed as part of the Programming Phase

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- Prioritize infrastructure and/or building obstacles to phasing sequence
- Prepare site plan and building blocking/stacking options diagrams
- Identify significant engineering systems to improve or replace
- Identify optimal locations for entrances and services
- Develop phasing and expansion options for buildings and parking
- Look at off-campus potential development impacts on the main campus
- Collaborate with P3 Developer and attend P3 strategy meetings
- Compare implications for cost and timing of each planning scenario, ranking them in terms of minimum to maximum
- Evaluate pros and cons of each scenario based on a "scorecard" matrix

Exploration Deliverables to be provided to EDA and RUHS:

- Minutes of Meetings
- Supporting Graphic Material presented at work sessions
- Planning Options Report with evaluation criteria, pros and cons
- Cost and Phasing Scenarios

Phase 5.0 – Recommendation & Implementation - Preferred Option (30 days)

5.1 After review by RUHS and establishment of best direction, we will prepare documentation for the recommended scenario.

5.2 Comprehensive Master Plan Report

This comprehensive report will illustrate the Master Plan for RUHS. Generally, this document will include:

- Overview including Goals, Objectives, Mission, Priorities
- Concept Site Plan (circulation, parking, landscape)
- Concept Floor Plans
- Departmental Blocking/Stacking (existing and proposed)
- Space Allocations – Net, Departmental Gross, and Building Gross
- Site Analysis and Recommendations, including Zoning Strategy, Environmental Analysis, Traffic Analysis, Landscape Analysis and Infrastructure Analysis
- Code Observations and Recommendations
- Existing Facilities Assessment including site and buildings systems and key equipment; all disciplines including mechanical, electrical, plumbing, structural, life safety, architectural
- Phasing Plan
- Order of Magnitude Cost Estimate (and other financial strategies, if applicable).
- Appendix: Pertinent Data, Meeting Minutes, Previous Development Options, etc.

Recommendation and Implementation Tasks

- Develop magnitude of cost - cost estimates for proposed options
- Prepare pros and cons of each option for future reference, including financial modeling
- Select Preferred Option and refine selected approach
- Revise Programming Report as required
- Finalize spreadsheets enumerating existing and projected space needs

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- Prepare campus plan/diagrams for campus improvements showing any changes in roads, proposed parking, access/entries, new building zones, utility distribution concepts
- Refine blocking/stacking diagrams of each floor to illustrate program growth, relocation, new construction and demolition
- Prepare architectural rendering of building and site to communicate the Master Plan vision
- Collaborate with P3 Developer and attend P3 strategy meetings
- Prepare a phasing plan tied to projected capital expenditures
- Establish immediate facility needs, vs. near-term and long-term
- Identify "tipping points" that could alter development in the future
- Prepare campus plans/diagrams illustrating infrastructure improvements, including changes to parking, access/entries, new building zones, landscape, stormwater and utilities
- Summarize physical plant, infrastructure and utility distribution improvements required to support the Master Plan; illustrate corresponding energy and operations impact by phase.

Recommendation and Implementation Deliverables to be provided to EDA and RUHS:

- Minutes of meetings/work sessions
- Update of graphics and tabulations from each work session
- Final Master Facility Plan Report
- Magnitude of Cost - Cost estimates and financial strategies based on preferred phasing scenario
- Presentation to RUHS for approval.

Phase 6.0 – Final Presentation (30 days)

- 6.1 Prepare final presentation materials required by EDA and RUHS; and participate in (3) final presentations, as requested by EDA or RUHS Executive Office.

Owner's Responsibilities

- 7.1 The Owner shall furnish as-built drawings, and site surveys describing physical characteristics, legal limitations and utility locations. Owner shall provide testing and measuring services to establish existing system capacities (i.e. air balance reports, electrical panel readings, etc.)
- 7.2 The Owner shall provide full information regarding the requirements for the Project including a program describing the Owner's objectives, schedule, budget, and design criteria.
- 7.3 The Owner shall be responsible for all plan check fees, permit fees and other fees associated with agency/jurisdictional reviews and approvals.
- 7.4 The Owner shall assist the Architect in identifying the appropriate User Group participants and schedule the required design review meetings.

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Reimbursable Expenses

- 8.1 Expenses of printing and reproduction for Owner-requested documents and presentation materials.
- 8.2 Delivery charges.
- 8.3 Any costs expended by the Architect on behalf of the Project with the authorization of the Owner.

Additional Services

- 9.1 Additional Services shall be provided if authorized by the Owner and shall be paid for by the Owner as provided in this agreement.
- 9.2 The Architect will notify the Owner of any potential scope changes or changes in schedule as soon as they are identified. Any changes in scope will be authorized by the Owner in advance in writing before being undertaken by the Architect.

Fee for Professional Services

Our fee for the Basic Services for Phase 1.0, 2.0, 3.0, 4.0, 5.0 and 6.0 as described above will be billed at our standard hourly rates for architectural/engineering services and direct reimbursement for consultants not-to-exceed:

	<u>Low Range</u>	<u>High Range</u>
Phase 1.0 – Current Facilities Assessment:	\$82,700.00	\$ 91,900.00
Phase 2.0 – Project Kick-Off & Visioning:	\$55,600.00	\$ 61,800.00
Phase 3.0 – Space & Functional Programming:	\$67,100.00	\$ 74,600.00
Phase 4.0 – Options Development:	\$115,800.00	\$ 136,200.00
Phase 5.0 – Preferred Option:	\$105,100.00	\$ 123,700.00
Phase 6.0 – Final Presentation:	<u>\$29,300.00</u>	<u>\$ 32,500.00</u>
TOTAL:	\$455,600.00	\$ 520,700.00

<u>Standard Hourly Rates by Staff Type:</u>	<u>Key Personnel:</u>
Principal \$244	Michael Lehman AIA
Project Architect \$198	Max Swider AIA, Gary Mangham AIA
Medical Planner \$185	Lisa Alzona AIA
Project Designer \$120	Ruby Carr, Jennifer Smith
Structural Engineer (SE) \$235	Vahid Tavakoulnia SE
Electrical Engineer \$215	Kyle Kavanaugh PE
Mechanical Engineer \$160	Tony Castro PE
Plumbing Designer \$152	Juan Contreras
Cost Estimator \$155	Scott Feeney
CAD 1 \$137	
CAD 2 \$78	

For reimbursable expenses compensation shall be at 1.00 times the amount expended by the Architect or consultant and are estimated to be \$10,200.00.

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For Additional Services as authorized by the Owner compensation will be billed at our standard hourly rates. Consultant fees for Additional Services shall be billed at 1.00 times direct cost.

Payments for Basic Services and Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered and/or expenses incurred. Payments are due and payable within 60 days from the date of the Architect's invoice.

Contract and Business Terms

1. The scope of EwingCole's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations

List of Attachments:

- Attachment 1 – Project Hours
- Attachment 2 – Proposed Schedule

Thank you for the opportunity to propose on this project. Please contact if me there any questions regarding this proposal. If you are in agreement with this proposal, please sign one original and return it to our office as our authorization to proceed.

Very truly yours,

Approved for:

EwingCole

County of Riverside EDA



Michael Lehman, AIA
Direct Dial 949.417.6489
mlehman@ewingcole.com

(Print Name)

EXHIBIT B
01-Rivco CIP - PROJECT HOURS.xls
Capital Improvement Program

	Principal	Medical Planner	Architecture		CAD 1	CAD 2	Structural Engineer	Structural CAD	Mechanical Engineer	Engineering		M/P CAD	Electrical Engineer	Electrical CAD	Cost Estimator	Consultants
			Project Architect	Project Designer						Plumbing Designer	Electrical Designer					
1.0 CURRENT FACILITIES ASSESSMENT	40.0	160.0		80.0		160.0	40.0		40.0	40.0			40.0			
	Subtotal	40.0	160.0	80.0		160.0	40.0		40.0	40.0			40.0			
2.0 PROJECT VISITING	50.0	160.0		80.0		40.0										
	Subtotal	50.0	160.0	80.0		40.0										
3.0 SPACE & FUNCTIONAL PROGRAMMING	80.0	160.0		80.0		40.0										
	Subtotal	80.0	160.0	80.0		40.0										
4.0 OPTIONS DEVELOPMENT	80.0	160.0		160.0		80.0										
	Subtotal	80.0	160.0	160.0		80.0										
5.0 PREFERRED OPTION	80.0	160.0		160.0		320.0	40.0		40.0	40.0			40.0			
	Subtotal	80.0	160.0	160.0		320.0	40.0		40.0	40.0			40.0			
6.0 FINAL PRESENTATION	40.0	80.0		160.0		150.0	40.0		40.0	40.0			40.0			
	Subtotal	40.0	80.0	160.0		150.0	40.0		40.0	40.0			40.0			
	Subtotal	40.0	30.0	40.0		40.0										

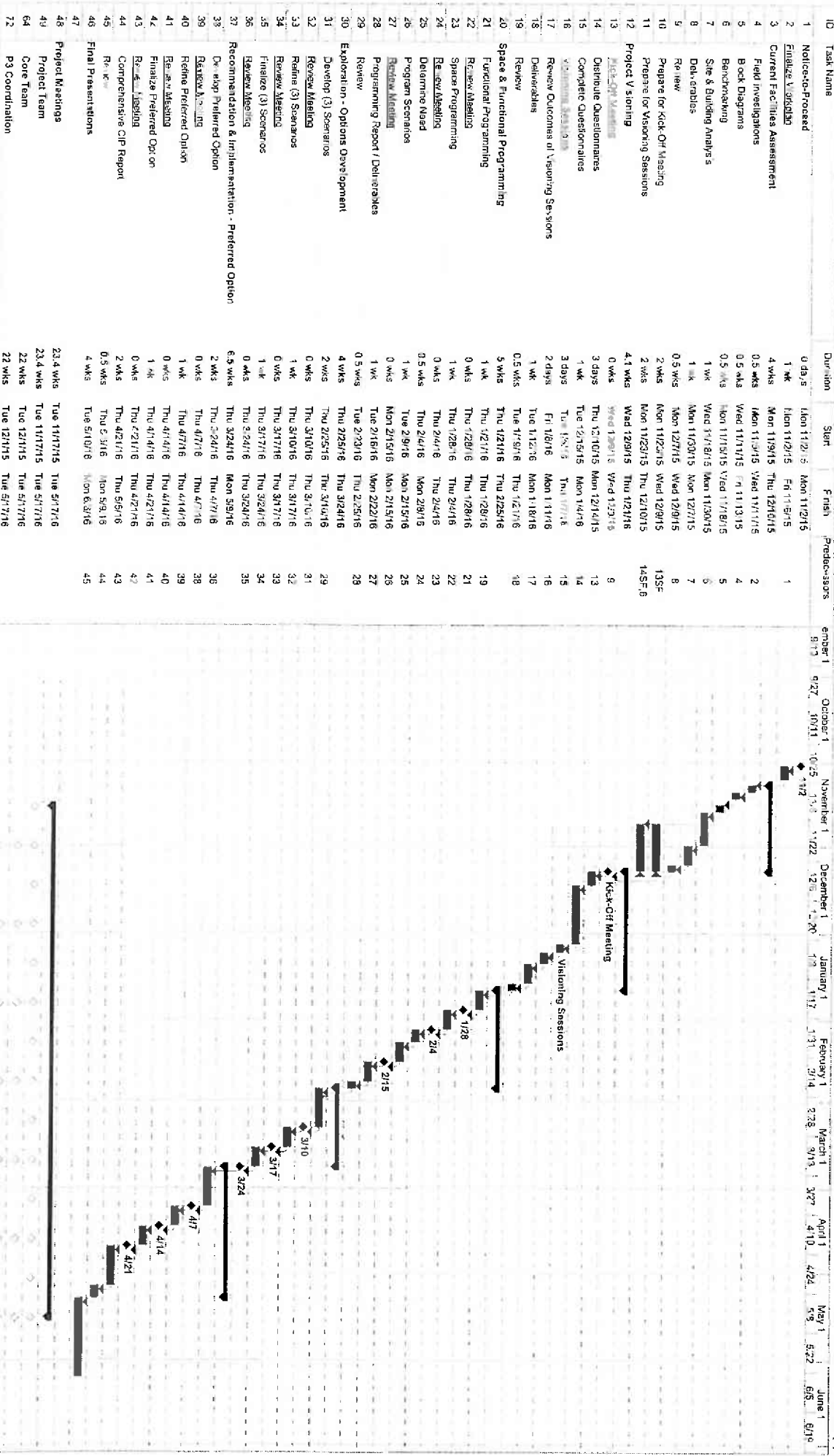


EXHIBIT D

**Proposal for A/E Professional Services
County of Riverside Economic Development Agency (EDA)
Riverside University Health System (RUHS)
Health System Capital Improvement Program (CIP)**

Deliverables by Phase:

Phase 1.0 – Current Facilities Assessment

1. Existing Conditions Model (AutoCAD/Revit)
 - a. Floor Plan Diagrams
 - b. Building Sections
 - c. Departmental Boundaries & Adjacencies
2. Room-by-Room Program Database (Excel)
 - a. Room Name
 - b. Room Number
 - c. Department
 - d. Net Size (SF)
 - e. Existing Use
3. Existing Space Utilization Analysis (Excel)
 - a. By Department/Service Line
 - b. Adjacency Evaluation
 - c. Comparison to Current Benchmarks
4. Site Analysis (AutoCAD/Revit)
 - a. Existing Uses On-Site
 - b. Existing Uses Off-Site
 - c. Future Uses Off-Site
 - d. Zoning
 - e. Traffic Patterns
 - f. Access Points
5. Engineering Narratives (Word/PDF)
 - a. Analysis of Existing Conditions
 - b. Tabulation of Existing Capacities
 - c. Deficiencies and Deferred Projects
 - d. Energy Efficiency Audit / Comparison to Current Benchmarks
6. Executive Summary Report (Word/PDF)
 - a. Existing Space Utilization
 - b. Engineering Systems Condition
 - c. Benchmarks Comparison
 - d. Goals, Priorities & Recommendations

Phase 2.0 – Project Kick-Off & Project Visioning

1. Kick-Off Meeting Summary/Record (Word/PDF)
 - a. Outline and Agenda for Visioning Sessions
 - b. Stakeholder Roster defining Roles & Responsibilities
 - c. Detailed Work Plan
 - d. Meeting Schedule
 - e. Meeting Minutes
2. Visioning Sessions Summary/Record (Word/PDF)
 - a. Core Team Roster defining Roles & Responsibilities
 - b. Project Team Roster defining Roles & Responsibilities
 - c. Capital Improvement Plan Vision Statement

- d. Capital Improvement Plan Guiding Principles
- e. Meeting Minutes
- 3. Questionnaires (Word/PDF)
 - a. Summary Analysis of Participant Replies
 - b. Appendix: Raw Data Collected
- 4. Visioning Final Report (Word/PDF)
 - a. Executive Summary
 - b. Mission/Vision Statements
 - c. Guiding Principles
 - d. Project Goals
 - e. Priorities
 - f. Evaluation Criteria

Phase 3.0 – Functional and Space Programming

- 1. Qualitative Summary (Word/PDF)
 - a. Functional Programs
 - b. Clinical Goals
 - c. Objectives
 - d. Priorities
 - e. Staffing Requirements
 - f. Utilization
 - g. Volume Assumptions
- 2. Quantitative Summary – Space Program (Excel)
 - a. By Department
 - b. Existing Space Allocations
 - c. Growth Targets
 - d. Proposed Space Allocations
 - e. Benchmark Comparison
- 3. Program Scenarios (AutoCAD/Revit)
 - a. Adjacency and work flow requirements
 - b. Conceptual planning diagrams
 - c. Analysis diagrams (block/stack) of campus-wide space allocation
- 4. Comprehensive Programming Report (Word/PDF)
 - a. Executive Summary
 - b. RUHS Planning Guidelines
 - c. Optimized Space & Functional Programs
 - d. Departmental Adjacencies
 - e. Operational Efficiency Goals
 - f. User Criteria
 - g. Future Flexibility
- 5. Meeting minutes (Word/PDF)

Phase 4.0 – Exploration – Options Development

- 1. Multiple Options Development (AutoCAD/Revit)
 - a. Based on (3) Future Growth Projections
 - i. Sustaining
 - ii. Moderate
 - iii. Aggressive
 - b. Floor Plan Diagrams
 - c. Building Section Diagrams
 - d. Site Plans

- e. Engineering Analysis
- f. Code Analysis
- 2. Multiple Options Evaluation Matrix (Excel)
 - a. Based on the criteria in the Comprehensive Programming Report
 - b. Evaluation of P3 Opportunities
 - c. Cost Analysis
 - d. Schedule Analysis
- 3. Summary Report (Word/PDF)
 - a. Executive Summary
 - b. Options Presentation
 - c. Evaluation Matrix
 - d. Recommendation of Preferred Option
- 4. Meeting Minutes (Word/PDF)

Phase 5.0 – Recommendation & Implementation – Preferred Option

- 1. Preferred Option Development (AutoCAD/Revit)
 - a. Growth Assumption Summary
 - b. Floor Plan Diagrams
 - c. Building Section Diagrams
 - d. Site Plans
 - e. Engineering Analysis
 - f. Code Analysis
- 2. Preferred Options Evaluation Matrix (Excel)
 - a. Based on the criteria in the Comprehensive Programming Report
 - b. Evaluation of P3 Opportunities
 - c. Cost Analysis
 - d. Schedule Analysis
 - e. Implementation Strategy
- 3. Summary Report (Word/PDF)
 - a. Executive Summary
 - b. Option Presentation
 - c. Evaluation Matrix
 - d. Implementation Strategy
 - e. Cost Evaluation
 - f. Schedule Evaluation
- 4. Meeting Minutes (Word/PDF)

Phase 6.0 – Final Presentation

- 1. EwingCole will participate in (3) final presentations:
 - a. PowerPoint Slide Presentation
 - b. Graphic Materials for Meeting
 - c. Meeting Minutes