

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

725



FROM: Economic Development Agency

SUBMITTAL DATE:
February 18, 2016

SUBJECT: Riverside County Regional Medical Center Nursing and Allied Health Education Building - Approval of Amendments No. 2 for MTGL, Inc., Approval of Professional Services Agreement for GKK Works, Notice of Completion for Vincor and Project Budget Adjustment, District 5, [\$886,308], CORAL Bond Proceeds Reimbursed by RCRMC Enterprise Fund 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Amendment No. 2 to the professional services agreement between the County of Riverside and MTGL Inc. (MTGL) of Riverside, California in the amount of \$117,000, for the RCRMC Nursing and Allied HE Building Project and authorize the Chairman of the Board to execute the agreement on behalf of the county;
2. Ratify the attached professional services agreement between the County of Riverside and GKK Works (GKK) of Riverside, California, in the amount of \$94,640, for construction management services for the RCRMC Nursing and Allied HE Building Project and authorize the Chairman of the Board to execute the agreement on behalf of the county;

(Continued)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Susana Garcia-Bocanegra 2/18/16
Susana Garcia-Bocanegra

Robert Field
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	\$ 886,308	\$ 0	\$ 886,308	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: CORAL Bond Proceeds (Reimbursed by RCRMC Enterprise Fund) 100%
Budget Adjustment: No
For Fiscal Year: 2015/16

C.E.O. RECOMMENDATION:
APPROVE
BY: Rohini Dasika
Rohini Dasika
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: March 1, 2016
xc: EDA, Recorder

Kecia Harper-Ihem
Clerk of the Board
By: [Signature]
Deputy

Prev. Agn. Ref.: 3-18 of 8/18/15; 3-16 of 5/12/15; 3-9 of 4/14/15; 3-82 of 2/26/13
District: 5
Agenda Number:

3-14

FORM APPROVED COUNTY COUNSEL 1/25/16 DATE
BY: GREGORY P. PRIAMOS
REVIEWED BY CIP Ivan M. Chand
Zareh Sarafian, Chief Executive Officer, Riverside University Health System

A-30 Positions Added
4/5 Vote Change Order

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

Economic Development Agency

FORM 11: Riverside County Regional Medical Center Nursing and Allied Health Education Building - Approval of Amendments No. 2 for MTGL, Inc., Approval of Professional Services Agreement for GKK Works, Notice of Completion for Vincor and Project Budget Adjustment, District 5, [\$886,308], CORAL Bond Proceeds Reimbursed by RCRMC Enterprise Fund 100%

DATE: February 18, 2016

PAGE: 2 of 4

RECOMMENDED MOTION: (Continued)

3. Authorize the Assistant County Executive Officer/EDA (ACEO/EDA) to administer Amendments No. 2 for MTGL, and the professional services agreement for GKK, in accordance with applicable Board policies;
4. Accept the Sewer Line Replacement component of the RCRMC Nursing and Allied HE Building Project, constructed by Vincor Construction, Inc. (Vincor) of Santa Ana, California, via the Easy Indefinite Quantity Contract (EZIQC), as complete and authorize the Clerk of the Board to record the Notice of Completion;
5. Authorize the release of \$3,904 in retained funds to Vincor, in accordance with the contract terms;
6. Receive and file, in accordance with Board Policy B-11, the utilization of Emergency Action to report all actions which exceed contractual authority of the Director of the Economic Development Agency/Facilities Management or the County Purchasing Agent;
7. Delegate project management authority to the ACEO/EDA to utilize consultants on the approved pre-qualified list for services in connection with the RCRMC Nursing and Allied HE Building Project and are within the approved project budget;
8. Authorize the Purchasing Department to execute the consultant services agreements in accordance with applicable Board policies; and
9. Approve a project budget adjustment of \$886,308 for a revised project budget of \$19,614,673.

BACKGROUND:

Summary

On February 26, 2013, the Board of Supervisors approved the professional services agreement between the County of Riverside and MTGL in the amount of \$196,141. On August 18, 2015, the Board of Supervisors approved Amendment No. 1 for MTGL in the amount of \$59,000 to provide additional consultant services which were needed through the extended construction period. EDA required additional deputy inspections and material testing services for the project due to construction delays incurred by the contractor. As a result of this additional service, Amendment No. 2 will compensate MTGL in the amount not-to-exceed \$117,000, which represents an increase of 59.65% to the original contract.

On May 12, 2015, the Board of Supervisors approved a pre-qualified list of consultants for construction management and labor compliance. GKK Works (GKK) was selected from the pre-qualified list to perform construction coordination, reporting, labor compliance monitoring and assist the county on mitigating claims submitted by the prime contractor. The professional services agreement will compensate GKK in the amount not-to-exceed \$94,640.

(Continued)

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

Economic Development Agency

FORM 11: Riverside County Regional Medical Center Nursing and Allied Health Education Building - Approval of Amendments No. 2 for MTGL, Inc., Approval of Professional Services Agreement for GKK Works, Notice of Completion for Vincor and Project Budget Adjustment, District 5, [\$886,308], CORAL Bond Proceeds Reimbursed by RCRMC Enterprise Fund 100%

DATE: February 18, 2016

PAGE: 3 of 4

BACKGROUND:

Summary (Continued)

On April 14, 2015, the Board of Supervisors approved the construction agreement between the County of Riverside and Vincor for the RCRMC Nursing and Allied HE Building - Sewer Line Replacement component in the amount of \$275,706, through the use of EZIQC. Prior to proceeding with the construction contract, EDA retained Krieger and Stewart from its pre-qualified consultants list, who advised the county on testing and inspection procedures, to locate the failure. Through the investigations it was determined that the sewer line met industry standards and could be placed into service. Various supplemental work orders were issued to complete the investigations and connect the sewer to the building; the remaining scope has been removed and Change Order No. 1 was issued in the amount of (\$197,634) which decreased the contract value to \$78,072.

The RCRMC Nursing and Allied HE Building – Sewer Line Replacement component of the project has been completed by Vincor. The component of the project has been inspected and found to comply with all contract requirements. This Board action will release the contract retention funds to Vincor in the amount of \$3,904 after the Notice of Completion has been recorded and the 35 day lien period has expired per contract terms.

In accordance with County of Riverside, Board of Supervisors Policy B-11, upon utilization of Emergency Action, a report will be made to the Board for ratification of all actions which exceed contractual authority of the Director of the Economic Development Agency/Facilities Management or the County Purchasing Agent.

On June 15, 2015, the prime contractor’s work forces for the RCRMC Nursing and Allied HE Building project severed the electrical line feeding the building, compromising the power source to the hospital. EDA and RCRMC coordinated a repair of the electrical line with Southern California Edison (SoCal Edison) and the State of California Office of Statewide Health Planning and Development (OSHPD). While the county believes the prime contractor is at fault, its insurance carrier has denied the claim.

To repair the unsafe condition, a declaration of emergency was made by ACEO/EDA in accordance with Policy B-11 to enable immediate repair, including procurement of necessary equipment and services. This declaration authorized payment to SoCal Edison and OSHPD. Also, Global Power Group, Inc. (Global) from Anaheim, California provided the hospital with generators which served as the main power source during the electrical line repair. Global had previously provided a generator during the energizing of the project’s new transformer and was therefore familiar with the project site and had the necessary equipment. A purchase Order in the amount of \$158,993 compensated Global for their service.

Contract History and Price Reasonableness

Professional Services Contract History – MTGL, Inc.

DESCRIPTION	AMOUNT	PERCENT	DESCRIPTION
Base Service Contract	196,141	0.00%	Consulting services
Amendment No. 1 Service Contract	59,000	30.08%	Extended deputy inspections
Amendment No. 2 Service Contract	117,000	59.65%	Extended deputy inspections
TOTAL	\$ 372,141	89.73%	

(Continued)

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Economic Development Agency

FORM 11: Riverside County Regional Medical Center Nursing and Allied Health Education Building - Approval of Amendments No. 2 for MTGL, Inc., Approval of Professional Services Agreement for GKK Works, Notice of Completion for Vincor and Project Budget Adjustment, District 5, [\$886,308], CORAL Bond Proceeds Reimbursed by RCRMC Enterprise Fund 100%

DATE: February 18, 2016**PAGE:** 4 of 4**Impact on Residents and Businesses**

The RCRMC Nursing and Allied HE Building will be a free-standing building, separate from the RCRMC hospital and will provide new and expanded space for services currently provided within the existing hospital.

Additional Fiscal Information

The approximate allocation of the project budget adjustment is as follows:

PROJECT BUDGET LINE ITEMS	BUDGET UNIT	ORIGINAL PROJECT BUDGET	PROJECT BUDGET ADJUSTMENT	REVISED PROJECT BUDGET
Architectural Design	1	1,079,045	240,000	1,319,045
Construction Management	2	0	351,325	351,325
Construction Contract	3	12,994,500	485,798	13,480,298
Offsite Construction	4	0	0	0
Project Management	5	275,000	175,000	450,000
Fixtures, Furnishings, Equipment, Moving	6	1,000,315	(263,948)	736,367
Other Soft Costs / Specialty Consultants	7	750,136	358,046	1,108,182
Project Contingency	8	1,702,579	(1,202,579)	500,000
Minor Construction/RCIT	9	926,790	742,666	1,669,456
Project Budget Adjustment		\$ 18,728,365	\$ 886,308	\$ 19,614,673

On February 26, 2013, the Board of Supervisors approved the project budget for the RCRMC Nursing and Allied HE Building project in the amount of \$18,728,365. Expenditures and obligations to date total \$18,765,871. Due to contractor inefficiencies, additional staff labor, professional services, and minor construction, contracts were needed to complete the project; therefore the project requires an additional amount of \$886,308 for a revised project budget of \$19,614,673. Additional professional services, staff labor and minor construction were paid out of contingency funds; the additional funds requested are to replenish the contingency budget unit. Amendment No. 2 for MTGL in the amount of \$117,000 is part of the budget adjustment within budget line item 1; the professional services agreement with GKK in the amount of \$94,640 is part of the budget adjustment within budget line item 2. All costs associated with this agreement will be 100% funded through CORAL Bond Proceeds paid by the RCRMC Enterprise Fund, thus no net county costs will be incurred and no budget adjustment is required.

Attachments:

Amendment No. 2 to the Professional Services Agreement for MTGL Group
Professional Services Agreement with GKK Works
Notice of Completion with Vincor Construction

RF:JV:VC:SP:tv FM08430003954 13080

S:\Project Management Office\FORM 11'S\Form 11's in Process\13080_D9 - 003954 - RCRMC Nurs Allied HE Bldg - Amend No.2,MTGL, Const Mgmt, NOC, Budg Adj_012616.docx

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

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

MAIL STOP # 1010

AND WHEN RECORDED MAIL TO:

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

2016-0083664

03/02/2016 02:29 PM Fee: \$ 0.00

Page 1 of 2

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



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Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
2									
SIZE	NCOR	SMF	NCHG T:		NCHGCC				

NOTICE OF COMPLETION

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

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

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

Project title or description of work: Riverside County Regional Medical Center Nursing and Allied Health Education Building – Sewer Line Replacement
EZIQC- VCI- FM08430003954

Date of Completion: Date Hereof 03/01/16

Nature of owner: Public Entity

Interest or estate of owner: In Fee

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

Name/address of direct contractor: Vincor Construction Inc.,
1609 E. McFadden Ave., Suite A, Santa Ana, CA 92705

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

Dated: March 1, 2016

Owner: County of Riverside
(Name of Public Entity)

FORM APPROVED COUNTY COUNSEL

BY: Marsha L. Victor 1/21/2016
MARSHA L. VICTOR DATE

BY: John J. Benoit
John J. Benoit, Chairman, Board of Supervisors

STATE OF CALIFORNIA)

ss

COUNTY OF RIVERSIDE)

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

ATTEST: Kecia Harper-Ihem, Clerk

Executed at Riverside, California on 03/01/16

By: [Signature]
Deputy

[Signature]
John J. Benoit, Chairman, Board of Supervisors



**PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

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

www.riversideacr.com

CERTIFICATION

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

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

CLARIFICATION OF THE SEAL for the Riverside County Board of Supervisors
(embossed on document)



Date: 3-1-16

Signature: Karen Barton

Print Name: Karen Barton, Board Assistant, Riverside County Clerk of the Board

1 **SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY**
2 **AND BETWEEN THE COUNTY OF RIVERSIDE AND MTGL, INC. ASSOCIATED**
3 **WITH THE RIVERSIDE COUNTY REGIONAL MEDICAL CENTER**
4 **NURSING AND ALLIED HEALTH EDUCATION BUILDING**

5 THIS SECOND AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL
6 SERVICES is made and entered into by and between the COUNTY OF RIVERSIDE,
7 ("COUNTY"), and MTGL, Inc., herein referred to as "CONSULTANT".

8 **RECITALS**

9 **WHEREAS**, the COUNTY entered into the Original Agreement with
10 CONSULTANT on February 26, 2013 ("Original Agreement");

11 **WHEREAS**, the COUNTY entered into the First Amendment with
12 CONSULTANT on August 18, 2015 ("First Amendment");

13 **WHEREAS**, the COUNTY has determined that additional services are needed
14 and CONSULTANT has agreed to provide such additional services to COUNTY;

15 **NOW, THEREFORE**, in consideration of the mutual covenants contained herein
16 and providing that all other sections not amended remain in full force and effect, the
17 parties hereto agree as follows, effective August 18, 2015.

18 I. Section 1. SCOPE OF SERVICES: of the Original Agreement is hereby
19 amended to add the following sentence at the end of the first paragraph:
20 "CONSULTANT shall provide the additional professional services, as outlined
21 and specified in Exhibit "A-2", consisting of (1) page, attached hereto and
22 incorporated herein by this reference.

23 II. Section 2. PERIOD OF PERFORMANCE: of the Original Agreement is hereby
24 amended to read as follows: "CONSULTANT shall commence performance of
25 services within (1) calendar day after execution of this Agreement, and shall
diligently perform services to the full completion of the Project as required and

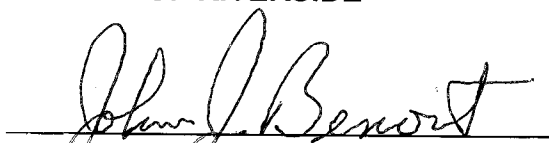
1 in accordance with the revised, extended construction schedule of December
2 31, 2015 developed by County, unless sooner terminated as specified in
3 Paragraph 8, or extended as provided in Paragraph 13. All applicable
4 indemnification provisions in this Agreement shall remain in effect following the
5 termination of this Agreement.”

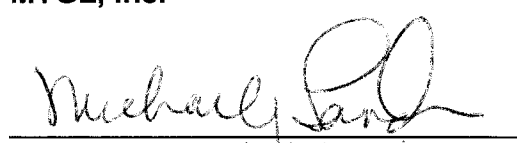
6
7 III. Section 3, COMPENSATION: Subsection 3.1, of the Original Agreement is
8 hereby modified to change the not to exceed sum of the Agreement to Three
9 Hundred Seventy Two Thousand One Hundred Forty One (\$372,141.00).

10
11 IN WITNESS HEREOF, the parties hereto have caused their duly authorized
12 representatives to execute this Second Amendment on March 1, 2016.
13 (To be filed in by Clerk of the Board)

14
15
16 **COUNTY OF RIVERSIDE**

MTGL, Inc.

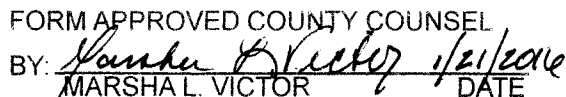
17
18 
19 John J. Benoit
Chairman, Board of Supervisors

20
21 
22 Name: Michael J. Landon
23 Title: President
24 14467 Meridian Parkway, Building 2A
25 Riverside, CA 92518

21 **ATTEST:**
22 Kecia Harper-Ihem
23 Clerk of Board

24 By 
Deputy

(Seal)

FORM APPROVED COUNTY COUNSEL
BY: 
MARSHA L. VICTOR DATE



**Geotechnical Engineering
Construction Inspection
Materials Testing
Environmental**

Central Dispatch
(888) 844-5060

Branch Office
San Diego / Imperial
Counties

6295 Ferris Square
Suite C
San Diego, Ca 92121

Tel: 858 537-3999
Fax: 858 537-3990

Office Locations

- Orange / LA County
- Indio
- Los Angeles / Ventura County
- Riverside / San Bernardino

Certifying Agencies

State of California
D.S.A
OSHPD
American Assoc. of
State Highways
Cal Trans
CCRL
Cement & Concrete
Reference Laboratory

Los Angeles
LA County
LA City
MTA

Orange County
Orange County
Environmental
Management Agency

San Diego
San Diego City
San Diego County
SD Water Authority

Inland Empire
City of Riverside
County of Riverside

Riverside County – Economic Development Office
3403 10th Avenue, 4th Floor
Riverside, CA 92501

November 20, 2015

**RE: Requested Budget Increase Request # 2
Riverside Regional Medical Center – Health Education Building**

MTGL is requesting an amendment to increase their consultant agreement budget.

The original budget amount was based on a project schedule which would be completed in February 2014. On January 7, 2015 a budgetary increase request for \$ 59,000.00 was anticipated to take MTGL through the revised project completion of March 2015. Due to circumstances of the project, it is now expected that our services will be needed through December 2015. The remaining services will include site / plaza, planter walls and grading, soil compaction and concrete. Back fill testing for completion of the sewer, storm drain, domestic water and electrical trench.

The contract summary is as follows:

Based on the information provided on what is remaining, we are requesting an increase in the amount of **\$117,000.00**. Below is an itemized description of services expected to be remaining.

SOIL / MATERIALS TESTING & INSPECTIONS

660 Hours Soil / Asphalt Inspector	\$ 78.00 hour	\$ 51,480.00
660 Hours Concrete Inspector	\$ 78.00 hour	\$ 51,480.00
20 Hours Staff Engineer	\$ 95.00 hour	\$ 1,900.00
10 Hours Registered Engineer	\$ 125.00 hour	\$ 1,250.00
60 Hours Concrete Anchor / Ceiling Wire Pull Testing	\$ 78.00 hour	\$ 4,680.00

Estimated Laboratory Testing Allowance \$ 6,210.00

Sub-Total 2 \$117,000.00

Revised Purchase Order Amount \$ 372,141.00

Regards,

Sean Fischer
Senior Project Manager

1 PROFESSIONAL SERVICES AGREEMENT

2 This Agreement is made and entered as of the date of the last signature on the signature page of
3 this contract by and between GKK Works. (herein referred to as "CONSULTANT"), and the
4 COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to
5 as "COUNTY").

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

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

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

13 1. SCOPE OF SERVICES: CONSULTANT shall perform all services and other
14 activities necessary to provide Labor Compliance Monitoring, superintendent oversight, and
15 claim mitigation services for the Project described as Riverside County Regional Medical Center
16 Nursing and Allied Health Education Building. CONSULTANT shall provide all services in
17 accordance with this Agreement and as outlined and specified in Exhibit A, consisting of two (2)
18 page(s), attached hereto and by this reference incorporated herein.

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

28 MAR 01 2016 3-14

1 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance
2 of services within one (1) calendar day after execution of this Agreement, and shall diligently
3 perform the services to full completion of the Project as required and in accordance with the
4 scheduled Project completion date of December 15, 2015 unless sooner terminated as specified
5 in Paragraph 8, or extended as provided in Paragraph 13. All applicable indemnification
6 provisions in this Agreement shall remain in effect following the termination of this Agreement.

7 3. COMPENSATION: The COUNTY shall pay the CONSULTANT for services
8 performed and expenses incurred as follows:

9 3.1 COUNTY shall pay to CONSULTANT for services performed and
10 expenses incurred in accordance with the Scope of Services set forth in Exhibit A. The
11 total amount of compensation paid to CONSULTANT under this Agreement shall not
12 exceed the sum of Ninety Four Thousand, Six Hundred Forty Dollars (\$94,640.) plus
13 reimbursable expenses estimated not to exceed Zero Dollars (\$0.) per Exhibit A, unless a
14 written amendment to this Agreement is executed by both parties prior to performance of
15 additional services.

16 3.2 Reimbursable expenses are defined in Exhibit A. No single
17 reimbursement shall exceed \$500.00 without the prior written consent of the Deputy
18 Director, Economic Development Agency, Project Management Office (or designee).

19 3.3 Said compensation shall be paid in accordance with an invoice submitted
20 to COUNTY by CONSULTANT within fifteen (15) days from the last day of each
21 calendar month, and COUNTY shall pay the invoice within thirty (30) working days
22 from the date of receipt of the invoice.

23 3.4 The basis for the monthly invoice and payment thereon shall be actual
24 hours expended multiplied by the hourly rates for the personnel involved, not to exceed
25 the maximum amount of compensation set forth in Section 3.1.

26 4. INDEPENDENT CONTRACTOR: COUNTY retains CONSULTANT on an
27 independent contractor basis. CONSULTANT is not, and shall not be considered to be in any
28 manner, an employee, agent or representative of the COUNTY. CONSULTANT shall not be

1 entitled to any benefits payable to employees of COUNTY including County Workers'
2 Compensation benefits. COUNTY is not required to make any deductions from the
3 compensation payable to CONSULTANT under this Agreement, and as an independent
4 contractor, CONSULTANT hereby holds COUNTY harmless from any and all claims that may
5 be made against COUNTY based upon any contention by any third party that an employer-
6 employee relationship exists by reason of this Agreement.

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

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

22 6. INDEMNITY AND HOLD HARMLESS – The CONSULTANT agrees to and
23 shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments
24 and Special Districts, their respective directors, officers, Board of Supervisors, elected and
25 appointed officials, employees, agents and representatives (hereinafter individually and
26 collectively referred to as "Indemnitees") from all liability, including, but not limited to loss,
27 suits, claims, demands, actions, or proceedings caused by any alleged or actual negligence,
28 recklessness, willful misconduct, errors or omissions of CONSULTANT, its directors, officers,

1 partners, employees, agents or representatives or any person or organization for whom
2 CONSULTANT is responsible, arising out of or from the performance of services under this
3 Agreement. To the extent a loss, suit, claim, demand, action, or proceeding is based on actual or
4 alleged acts or omissions of CONSULTANT which are not design professional services,
5 CONSULTANT shall indemnify Indemnitees whether or not CONSULTANT is negligent.

6 The duty to indemnify does not include loss, suits, claims, demands, actions, or
7 proceedings caused by actual negligence of Indemnitees; however, any actual negligence of
8 Indemnitees will only affect the duty to indemnify for the specific act found to be negligence,
9 and will not preclude a duty to indemnify for any act or omission of CONSULTANT.

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

21 The specified insurance provisions and limits required in this contract shall in no way
22 limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless Indemnitees
23 from third party claims.

24 In the event there is conflict between the indemnity and defense provisions and California
25 Civil Code Section 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to
26 comply with Civil Code sections 2782 and 2782.8.

27 7. INSURANCE: Without limiting or diminishing the CONSULTANT'S obligation
28 to indemnify or hold the COUNTY harmless, CONSULTANT shall procure and maintain or

1 cause to be maintained, at its sole cost and expense, the following insurance coverage's during
2 the term of this Agreement. As respects to the insurance section only, the COUNTY herein
3 refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments,
4 their respective directors, officers, Board of Supervisors, employees, elected or appointed
5 officials, agents or representatives as Additional Insureds.

6 A. Workers' Compensation:

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

13 B. Commercial General Liability:

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

23 C. Vehicle Liability:

24 If vehicles or mobile equipment are used in the performance of the obligations
25 under this Agreement, then CONSULTANT shall maintain liability insurance for
26 all owned, non-owned or hired vehicles so used in an amount not less than
27 \$1,000,000 per occurrence combined single limit. If such insurance contains a
28 general aggregate limit, it shall apply separately to this agreement or be no less

1 than two (2) times the occurrence limit. Policy shall name the COUNTY as
2 Additional Insureds.

3 D. Professional Liability:

4 CONSULTANT shall maintain Professional Liability Insurance providing
5 coverage for the CONSULTANT'S performance of work included within this
6 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and
7 \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability
8 Insurance is written on a claims made basis rather than an occurrence basis, such
9 insurance shall continue through the term of this Agreement and CONSULTANT
10 shall purchase at his sole expense either 1) an Extended Reporting Endorsement
11 (also known as Tail Coverage); or, 2) Prior Dates Coverage from new insurer with
12 a retroactive date back to the date of, or prior to, the inception of this Agreement;
13 or, 3) demonstrate through Certificates of Insurance that CONSULTANT has
14 maintained continuous coverage with the same or original insurer. Coverage
15 provided under items; 1), 2) or 3) will continue as long as the law allows.

16 E. General Insurance Provisions - All lines:

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

23 2) The CONSULTANT must declare its insurance self-insured retention for
24 each coverage required herein. If any such self-insured retention exceed
25 \$500,000 per occurrence each such retention shall have the prior written consent
26 of the County Risk Manager before the commencement of operations under this
27 Agreement. Upon notification of self-insured retention unacceptable to the
28 COUNTY, and at the election of the County's Risk Manager, CONSULTANT'S

1 carriers shall either; 1) reduce or eliminate such self-insured retention as respects
2 this Agreement with the COUNTY, or 2) procure a bond which guarantees
3 payment of losses and related investigations, claims administration, and defense
4 costs and expenses.

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

1 *CONSULTANT'S insurance policies.*

2 4) It is understood and agreed to by the parties hereto that the
3 CONSULTANT'S insurance shall be construed as primary insurance, and the
4 COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-
5 insured programs shall not be construed as contributory.

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

14 6) CONSULTANT shall pass down the insurance obligations contained
15 herein to all tiers of subcontractors working under this Agreement.

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

18 8) CONSULTANT agrees to notify COUNTY of any claim by a third party
19 or any incident or event that may give rise to a claim arising from the
20 performance of this Agreement.

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

27 8.1 Discontinuance of Services. Upon Termination, CONSULTANT shall,
28 unless otherwise directed by the Notice, discontinue all services and deliver to the

1 COUNTY all data, estimates, graphs, summaries, reports, and other related materials as
2 may have been prepared or accumulated by CONSULTANT in performance of Services,
3 whether completed or in progress.

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

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

1 Agreement for cause may be considered by the COUNTY in determining whether to
2 enter into future agreements with CONSULTANT.

3 8.4 Notwithstanding any of the provisions of this Agreement,
4 CONSULTANT'S rights under this Agreement shall terminate (except for fees accrued
5 prior to the date of termination) upon dishonesty, or a willful or material breach of this
6 Agreement by CONSULTANT, or in the event of CONSULTANT'S unwillingness or
7 inability for any reason whatsoever to perform the duties hereunder, or if the Agreement
8 is terminated pursuant to Section 8. In such event, CONSULTANT shall not be entitled
9 to any further compensation under this Agreement.

10 8.5 Cumulative Remedies. The rights and remedies of the parties provided in
11 this Section are in addition to any other rights and remedies provided by law or under this
12 Agreement.

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

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

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

26 12. NONDISCRIMINATION: CONSULTANT represents that it is an equal
27 opportunity employer and it shall not discriminate against any employee or applicant for
28 employment because of race, religion, color, national origin, ancestry, sex, physical condition, or

1 age. Such non-discrimination shall include, but not be limited to, all activities related to initial
2 employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or
3 termination.

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

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

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

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

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

24 16. DOCUMENTS: The COUNTY acknowledges that the CONSULTANT'S
25 reports, drawings, specifications, field data, field notes, laboratory test data, calculations,
26 estimates and other similar documents are instruments of professional service, not products.
27 Although ownership of such documents normally is retained by the CONSULTANT they
28 nonetheless shall in this instance become upon their creation the property of the COUNTY

1 whether the Project is constructed or not. The COUNTY may use the design documents and the
2 designs depicted in them, without the CONSULTANT'S consent, in connection with the Project,
3 or other COUNTY Projects, including, without limitation, future additions, alterations,
4 connections, repairs, information, reference, use or occupancy of the Project(s). Any reuse of the
5 documents by COUNTY without the written consent of the CONSULTANT shall be at
6 COUNTY'S sole risk and without liability or legal exposure to the CONSULTANT, and
7 COUNTY shall indemnify, defend and hold the CONSULTANT harmless from any claims or
8 losses arising out of such use of the design documents by the COUNTY.

9 16.1 Upon completion of each of the Phases described in Exhibit "A", the
10 CONSULTANT shall furnish to the COUNTY four (4) copies of all documents for that
11 phase. Upon approval thereof by the COUNTY, the CONSULTANT shall furnish one
12 reproducible set along with a CD in ACAD of construction documents.

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

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

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

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

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

4	COUNTY:	CONSULTANT:
5	Economic Development Agency	GKK Works
6	Project Management Office	2355 Main Street, Suite 220
7	3403 Tenth St., Suite 400	Irvine, CA 92614
8	Riverside, CA 92501	Contact Name: Robert Good
9	Attn: Sergio Pena	

10
11 IN WITNESS WHEREOF, the party hereto for the COUNTY has caused their duly authorized
12 representative to approve the contents of this Agreement as representative of the COUNTY'S
13 requirements for this project. The execution of this Agreement by the COUNTY shall be
14 through the authority given in M.O. 3.31, 8/28/12 and the Purchase Order issued pursuant to the
15 same.

16 Remainder of Page Intentionally Left Blank
17 (Signatures on following page)

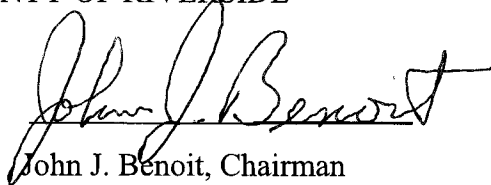
1 IN WITNESS WHEREOF, the CONSULTANT has caused their duly authorized representative
2 to execute this Agreement.

3
4 "COUNTY"

CONSULTANT:

5 COUNTY OF RIVERSIDE

6
7 BY:



John J. Benoit, Chairman

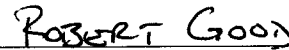
Board of Supervisors

By:



Title: PROJECT DIRECTOR

By:



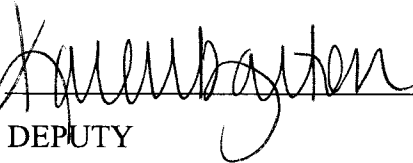
Federal Tax I.D. No. 20-3030954

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11
12 ATTEST:

13 KECIA HARPER-IHEM

14 Clerk of the Board

15
16 BY:



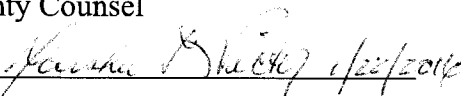
DEPUTY

17
18
19
20
21 APPROVED AS TO FORM:

22 GREGORY P. PRIAMOS

23 County Counsel

24 By:



Marsha L. Victor

Principal Deputy County Counsel

EXHIBIT A



planning | architecture | construction

3600 Lime Street, Suite 411 | RIVERSIDE | CA 92501
951 801 7124 | 949 955 2708 fax | www.gkkworks.com

July 16, 2015

Mr. Sergio Pena
Supervising Facilities Project Manager
County of Riverside EDA
3403 Tenth St., Ste. 400
Riverside CA 92501

Re: Riverside County Regional Medical Center: Health & Education Building
Proposal for Labor Compliance Monitoring, Superintendent Oversight, and Claim Mitigation Assistance

Dear Sergio,

In response to your request, gkkworks is pleased to provide a proposal for continuing Labor Compliance Monitoring, Superintendent Oversight, and Claim Mitigation Assistance for the referenced project. The proposal includes the following basic responsibilities and assumptions:

Labor Compliance

- Daily On- Site Monitoring/Interviews
- Monthly Payroll Review, Labor Compliance Monitoring and Enforcement
- Contract Management and Coordination
- Compile Final Required Submittals and Close Out (following Contractor Completion)

Estimated Fee \$24,500

Superintendent Oversight

- Onsite presence (four days per week)
- Monitor and record Contractor's progress and activities
- Participate in coordination meetings as needed or requested
- Assist EDA and design staff with coordination as needed
- Coordinate and assist Scheduler in documenting schedule issues

Estimated Fee (382 hours at \$135 per hour) \$51,580

Claim Mitigation Assistance (as needed)

- Review and assessment of key change management and project performance issues
- Review and assessment of baseline schedule, schedule submittals and current project status