

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



ITEM
3.28
(ID # 6014)

MEETING DATE:

Tuesday, February 27, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM :

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM: Riverside University Health System Medical Office Building Furniture and Equipment Design Project - California Environmental Quality Act Exempt Finding of Nothing Further is Required, Approval of Professional Services Agreements with Westgroup Designs, Inc. and Ware Malcomb and Preliminary Project Budget, District 5. [\$560,000 - RUHS Enterprise Fund 40050 - 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Riverside University Health System Medical Office Building (RUHS MOB) Furniture and Equipment Design Project for inclusion on the Capital Improvement Program (CIP) project list;
2. Find that nothing further is required pursuant to the California Environmental Quality Act (CEQA) because all potentially significant effects have been adequately analyzed in an earlier adopted Mitigated Negative Declaration;
3. Approve a preliminary project budget in the amount of \$560,000;

ACTION: Policy, CIP


Robert Field, Assistant County Executive Officer/EDA

1/31/2018


Jennifer Cruikshank, Chief Executive Officer - Health System

2/8/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: February 27, 2018
xc: EDA, RUHS, Purchasing

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

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STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

4. Authorize the use of RUHS Enterprise Fund 40050, including reimbursement to the Economic Development Agency (EDA) for incurred project related expenses;
5. Approve the attached professional services agreement between the County of Riverside (County) and Westgroup Designs, Inc. (Westgroup) of Irvine, California, for the furniture design portion of the Project, in the amount of \$215,000, and authorize the Chairman of the Board (Chairman) to execute the agreement on behalf of the County;
6. Approve the attached professional services agreement between the County and Ware Malcomb, of Irvine, California, for the medical equipment design portion of the Project, in the amount of \$173,200, and authorize the Chairman to execute the agreement on behalf of the County;
7. Authorize the Assistant County Executive Officer/EDA to administer the professional services agreements for Westgroup and Ware Malcomb in accordance with applicable Board policies;
8. Delegate project management authority for the Project to the Assistant County Executive Officer/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 project, and are within the approved project budget; and
9. Authorize the Purchasing Department to execute consultant services agreements for consultants that have been pre-qualified for services up to \$100,000, per fiscal year, in accordance with applicable Board policies for this project.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 320,000	\$ 240,000	\$ 560,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RUHS Enterprise Fund 40050 – 100%			Budget Adjustment: No	
			For Fiscal Year: 2017/18-2018/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On April 18, 2017, Item 3.29, the Board of Supervisors (Board) approved the agreements necessary for the development of a new three level 200,000 square foot Medical Office Building to be constructed at the RUHS Medical Center property located at 26520 Cactus Avenue in Moreno

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Valley. The interior uses planned for the new MOB consist of Outpatient Health Clinics including Primary Care, Cardiology, Orthopedics and Pediatrics; Surgery Clinic providing Outpatient Surgery, PACU/23 hour and Outpatient Diagnostics. In addition, a rehabilitation/gym, wellness center, lab and pharmacy will be also located within this new health care facility.

As part of the new MOB, RUHS initiated and approved a project request for the design and selection of the furniture and medical equipment for the new building. On August 18, 2015, Item 3-28, the Board approved a pre-qualified list of architectural and engineering firms. Due to their experience and successful completion of similar projects, EDA is recommending to move forward with Westgroup and Ware Malcomb to provide furniture and equipment design for the Project.

EDA recommends the Board approve the preliminary project budget in the amount of \$560,000 and professional services agreements for design services with Westgroup and Ware Malcomb for the Project. Upon completion, EDA will return to the Board for approval of the furniture and equipment budget and approval to proceed with procurement.

In accordance with the CEQA Guidelines and Riverside County CEQA implementing procedures, an Initial Study was prepared to analyze the construction and operation of the RUHS MOB. As part of the Project, the Initial Study included a fully staffed, designed and programmed building. The Project was found to not have a significant effect on the environment and the Board adopted a Mitigated Negative Declaration on April 18, 2017, Agenda Item 3-29. The Furniture and Equipment Design Project was reviewed and determined that nothing further is required pursuant to CEQA because the effects of the Project remain unchanged and consistent with what has been previously analyzed nor does it substantially change the use.

Impact on Citizens and Businesses

The new MOB will allow RUHS to deliver a wider array of health care related services to both the citizens and the community, elevating the standard of health care delivery in the County of Riverside for the benefit of all.

Continued on page 4

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Additional Fiscal Information

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


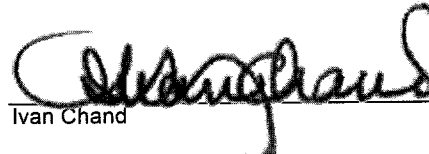
PROJECT BUDGET LINE ITEMS	BUDGET CATEGORY	PROJECT BUDGET AMOUNT
Architectural Design	1	388,200
Construction Management	2	0
Construction Contract	3	0
Construction Inspection	4	0
Project Management	5	39,000
Fixtures, Furnishings, Equipment	6	0
Other Soft Costs / Specialty Consultants	7	83,000
Project Contingency	8	49,800
Minor Construction	9	0
Preliminary Project Budget		\$ 560,000


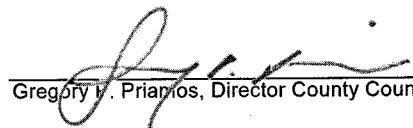
Expenditures for FY 2017/18 are estimated at \$320,000; expenditures for FY 2018/19 are estimated at \$240,000. All costs associated with this Board action will be 100% funded through RUHS Enterprise Fund 40050; therefore, no budget adjustment is required at this time.

Attachments:

- Professional Services Agreement with Westgroup Designs, Inc.
- Professional Services Agreement with Ware Malcomb

RF:HM:VC:SP:RM:mg FM08430008935 6014-13743
 S:\Project Management Office\FORM 11'S\Form 11's in Process\6014 - 13743_D4 - 008935 - RUHS MOB Furn&Equip Design - PrelimProjBdgt & PSAs -Westgroup & WareMalcomb_022718.doc

 
 Nehini Dasika, Principal Management Analyst 2/20/2018 Ivan Chand 2/20/2018

 
 Teresa Summers, Director of Purchasing 2/8/2018 Gregory V. Priamos, Director County Counsel 2/10/2018

1 PROFESSIONAL SERVICES AGREEMENT

2 For MEDICAL OFFICE BUILDING FURNITURE AND EQUIPMENT PROJECT

3 FM08430008935

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

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

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

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

15 1. SCOPE OF SERVICES: CONSULTANT shall perform all services and other
16 activities necessary to provide medical equipment design and selection services as described in
17 further detail in Exhibit "A" for the new RUHS Medical Office Building. CONSULTANT shall
18 provide all services in accordance with this Agreement and as outlined and specified in Exhibit
19 "A", consisting of 3 pages, attached hereto and by this reference incorporated herein.

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

1 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance of
2 services within one (1) calendar day after execution of this Agreement, and shall diligently perform
3 the services to full completion of the Project as required and in accordance with the scheduled
4 Project completion date of **March 31, 2020**, unless sooner terminated as specified in Paragraph 8,
5 or extended as provided in Paragraph 13. All applicable indemnification provisions in this
6 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 in
10 accordance with the Scope of Services set forth in Exhibit "A". The total amount of
11 compensation paid to CONSULTANT under this Agreement shall not exceed the
12 maximum of **Two Hundred Fifteen Thousand Dollars (\$215,000)** including
13 reimbursable expenses per Exhibit A, unless a written amendment to the Agreement is
14 executed by both parties prior to performance of additional services.

15 3.2 Said compensation shall be paid in accordance with an invoice submitted
16 to COUNTY by CONSULTANT within fifteen (15) days from the last day of each
17 calendar month, and COUNTY shall pay the invoice within thirty (30) working days
18 from the date of receipt of the invoice.

19 3.3 Unless otherwise stated in Exhibit "A", the basis for the monthly invoice
20 and payment thereon shall be on a percentage completion basis to be billed monthly.

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

1 relationship exists by reason of this Agreement.

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

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

17 6. INDEMNITY AND HOLD HARMLESS – The CONSULTANT agrees to and
18 shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments
19 and Special Districts, their respective directors, officers, Board of Supervisors, elected and
20 appointed officials, employees, agents and representatives (hereinafter individually and
21 collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits,
22 claims, demands, actions, or proceedings caused by any alleged or actual negligence, recklessness,
23 willful misconduct, errors or omissions of CONSULTANT, its directors, officers, partners,
24 employees, agents or representatives or any person or organization for whom CONSULTANT is
25 responsible, arising out of or from the performance of services under this Agreement. To the extent
26 a loss, suit, claim, demand, action, or proceeding is based on actual or alleged acts or omissions of
27 CONSULTANT which are not design professional services, CONSULTANT shall indemnify
28 Indemnitees whether or not CONSULTANT is negligent.

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

5 CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including but
6 not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands,
7 actions, or proceedings based or alleged to be based on any act or omission of CONSULTANT
8 arising out of or from the performance of services under this contract. The duty to defend applies
9 to any alleged or actual negligence, recklessness, willful misconduct, error or omission of
10 CONSULTANT. The duty to defend shall apply whether or not CONSULTANT is a party to the
11 lawsuit, and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the
12 lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively
13 negligent, unless the act or omission at issue was caused by the sole active negligence of
14 Indemnitees. The duty to defend however only applies to the acts or omissions of the
15 CONSULTANT. The specified insurance provisions and limits required in this contract shall in
16 no way limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless
17 Indemnitees from third party claims.

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

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

28 A. Workers' Compensation:

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

7 **B. Commercial General Liability:**

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

16 **C. Vehicle Liability:**

17 If vehicles or mobile equipment are used in the performance of the obligations
18 under this Agreement, then CONSULTANT shall maintain liability insurance for
19 all owned, non-owned or hired vehicles so used in an amount not less than
20 \$1,000,000 per occurrence combined single limit. If such insurance contains a
21 general aggregate limit, it shall apply separately to this Agreement or be no less
22 than two (2) times the occurrence limit. Policy shall name the COUNTY as
23 Additional Insureds.

24 **D. Professional Liability:**

25 CONSULTANT shall maintain Professional Liability Insurance providing
26 coverage for the CONSULTANT'S performance of work included within this
27 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and
28 \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability

1 Insurance is written on a claims made basis rather than an occurrence basis, such
2 insurance shall continue through the term of this Agreement and CONSULTANT
3 shall purchase at his sole expense either 1) an Extended Reporting Endorsement
4 (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with
5 a retroactive date back to the date of, or prior to, the inception of this Agreement;
6 or, 3) demonstrate through Certificates of Insurance that CONSULTANT has
7 maintained continuous coverage with the same or original insurer. Coverage
8 provided under items; 1), 2) or 3) will continue as long as the law allows.

9 E. General Insurance Provisions - All lines:

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

16 2) The CONSULTANT must declare its insurance self-insured retention for
17 each coverage required herein. If any such self-insured retention exceed \$500,000
18 per occurrence each such retention shall have the prior written consent of the
19 County Risk Manager before the commencement of operations under this
20 Agreement. Upon notification of self-insured retention unacceptable to the
21 COUNTY, and at the election of the Country's Risk Manager, CONSULTANT'S
22 carriers shall either; 1) reduce or eliminate such self-insured retention as respects
23 this Agreement with the COUNTY, or 2) procure a bond which guarantees payment
24 of losses and related investigations, claims administration, and defense costs and
25 expenses.

26 3) CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to
27 furnish the County of Riverside with either 1) a properly executed original
28 Certificate(s) of Insurance and certified original copies of Endorsements effecting

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

22 4) It is understood and agreed to by the parties hereto that the
23 CONSULTANT'S insurance shall be construed as primary insurance, and the
24 COUNTY'S insurance/or deductible and/or self-insured retentions or self-insured
25 program shall not be construed as contributory.

26 5) If, during the term of this Agreement or any extension thereof, there is a
27 material change in the scope of services; or, there is a material change in the
28 equipment to be used in the performance in the scope of work; or, the term of this

1 Agreement, including any extension thereof, exceeds five (5) years; the COUNTY
2 reserves the right to adjust the types of insurance and the monetary limits of liability
3 required under this Agreement, if in the County Risk Manager's reasonable
4 judgment, the amount or type of insurance carried by the CONSULTANT has
5 become inadequate.

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

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

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

13 8. TERMINATION: COUNTY may, by written notice to CONSULTANT, terminate
14 this Agreement in whole or in part at any time. Such termination may be for COUNTY'S
15 convenience or because of CONSULTANT'S failure to perform its duties and obligations under
16 this Agreement including, but not limited to, the failure of CONSULTANT to timely perform
17 services pursuant to the Scope of Services described in Exhibit "A" of this Agreement.

18 8.1 Discontinuance of Services. Upon Termination, CONSULTANT shall,
19 unless otherwise directed by the Notice, discontinue all services and deliver to the
20 COUNTY all data, estimates, graphs, summaries, reports, and other related materials as
21 may have been prepared or accumulated by CONSULTANT in performance of services,
22 whether completed or in progress.

23 8.2 Effect of Termination For Convenience. If the termination is to be for the
24 convenience of the COUNTY, the COUNTY shall compensate CONSULTANT for
25 services satisfactorily provided through the date of termination. CONSULTANT shall
26 provide documentation deemed adequate by COUNTY to show the services actually
27 completed by CONSULTANT prior to the date of termination. This Agreement shall
28 terminate thirty (30) days following receipt by the CONSULTANT of the written Notice

1 of Termination.

2 8.3 Effect of Termination For Cause. If the termination is due to the failure of
3 CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be
4 compensated for those services which have been completed in accordance with this
5 Agreement and accepted by the COUNTY. In such case, the COUNTY may take over the
6 work and prosecute the same to completion by contract or otherwise. Further,
7 CONSULTANT shall be liable to the COUNTY for any reasonable additional costs
8 incurred by the COUNTY to revise work for which the COUNTY has compensated
9 CONSULTANT under this Agreement, but which the COUNTY has determined in its sole
10 discretion needs to be revised in part or whole to complete the Project. Prior to
11 discontinuance of services, the COUNTY may arrange for a meeting with CONSULTANT
12 to determine what steps, if any, CONSULTANT can take to adequately fulfill its
13 requirements under this Agreement. In its sole discretion, County's Representative may
14 propose an adjustment to the terms and conditions of the Agreement, including the contract
15 price. Such contract adjustments, if accepted in writing by the Parties, shall become
16 binding on CONSULTANT and shall be performed as part of this Agreement. In the event
17 of termination for cause, unless otherwise agreed to in writing by the parties, this
18 Agreement shall terminate seven (7) days following the date the Notice of Termination was
19 mailed to the CONSULTANT. Termination of this Agreement for cause may be
20 considered by the COUNTY in determining whether to enter into future agreements with
21 CONSULTANT.

22 8.4 Notwithstanding any of the provisions of this Agreement,
23 CONSULTANT'S rights under this Agreement shall terminate (except for fees accrued
24 prior to the date of termination) upon dishonesty, or a willful or material breach of this
25 Agreement by CONSULTANT, or in the event of CONSULTANT'S unwillingness or
26 inability for any reason whatsoever to perform the duties hereunder, or if the Agreement is
27 terminated pursuant to Section 8. In such event, CONSULTANT shall not be entitled to
28 any further compensation under this Agreement.

1 8.5 Cumulative Remedies. The rights and remedies of the parties provided in
2 this Section are in addition to any other rights and remedies provided by law or under this
3 Agreement.

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

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

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

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

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

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

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

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

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

14 16. DOCUMENTS: The COUNTY acknowledges that the CONSULTANT'S reports,
15 drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and
16 other similar documents are instruments of professional service, not products. Although
17 ownership of such documents normally is retained by the CONSULTANT they nonetheless shall
18 in this instance become upon their creation the property of the COUNTY whether the Project is
19 constructed or not. The COUNTY may use design documents and the designs depicted in them,
20 without the CONSULTANT'S consent, in connection with the Project, or other COUNTY
21 Projects, including, without limitation, future additions, alterations, connections, repairs,
22 information, reference, use or occupancy of the Project(s). Any reuse of the documents by
23 COUNTY without the written consent of the CONSULTANT shall be at COUNTY'S sole risk
24 and without liability or legal exposure to the CONSULTANT, and COUNTY shall indemnify,
25 defend and hold the CONSULTANT harmless from any claims or losses arising out of such use
26 of the design documents by the COUNTY.

27 16.1 Upon completion of each phase of work described in Exhibit "A", the
28 CONSULTANT shall furnish to the COUNTY three (3) copies of the deliverables, and/or

1 documents completed for that phase as specified in Exhibit "A". Upon approval thereof
2 by the COUNTY, the CONSULTANT shall furnish one reproducible set along with an
3 electronic copy on Compact Disk (CD) of the deliverables and/or documents.

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

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

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

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

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

23 COUNTY:

24 Economic Development Agency

25 Project Management Office

26 3403 Tenth St., Suite 400

27 Riverside, CA 92501

28 Attn: Rebecca McCray

CONSULTANT:

WESTGROUP DESIGNS, INC.

19520 Jamboree Road, Suite 100

Irvine, CA 92612

Attn: PariSima Hassani

1 **IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement,
2 on the 27th day of February, 2018.
3

4 **COUNTY:**

5 COUNTY OF RIVERSIDE

CONSULTANT:

 WESTGROUP DESIGNS, INC.

6 By: ~~Parisima Hassani~~

7 Title: CEO + MANAGING PRINCIPAL

8 By: Chuck Waf

9 Chairman, Board of Supervisors
 CHUCK WASHINGTON

 By: PARISIMA HASSANI

 Federal Tax I.D. No. 33-0564931

11 **ATTEST:**

12 KECIA HARPER-IHEM

13 Clerk of the Board

14 By: Kecia Harper-Ihem

15 Deputy

17 (SEAL)

22 **APPROVED AS TO FORM:**

23 Gregory P. Priamos

24 County Counsel

25 By: Synthia M. Gunzel

26 Synthia M. Gunzel

27 Chief Deputy County Counsel

November 13, 2017

Ms. Rebecca McCray
Supervising project Manager
Economic Development Agency
Riverside, CA 92501

CC: Mr. David Baucom
Riverside University Health System
County of Riverside

Reference: New MOB ~198,000 SF.

Subject: Request for Proposal for Furniture Design Services Associated Referenced Project

Dear Ms. McCray,

Westgroup Designs ("WD") is pleased to submit this proposal to RUHS ("Client") regarding New Medical Office Building (MOB). The following described our understanding and scope of services, associated fees, terms and conditions.

PROJECT DESCRIPTION

The project is a new MOB –located in Moreno Valley, Westgroup shall provide furniture design and coordination of all required areas. Furniture includes: modular office systems and free-standing ancillary furniture. Westgroup will evaluate the Client's requirements and propose a design that best fits the users need. All drawing will be provided in latest version of Auto CAD or Revit.

Based on receiving the signed contract and base building drawings from Client or building architect we will proceed with the work as outlined below:

PROJECT UNDERSTANDING & SCOPE OF WORK

WD will review the base building drawings and will coordinate with the building architect and Client regarding the use of each space and user's need of furnishing. We understand that the project will be:

1. A single phase and
2. Will require total of (6) meetings including punch walk
3. WD will meet with each department to clarify the program requirement for each space.
4. Client will provide Auto-Cad or Revit base drawings, as well as other necessary drawings (lighting, electrical, elevations, etc.)
5. During design and documentation, four (4) revisions will included
6. Westgroup will prepare a complete bid document per County Standard.

7. WD will review the architectural rendering and building color scheme to understand the vision and image that the Client had in mind that was produced by the building architect.

PLANNING AND DESIGN

1. WD will propose a furniture plan for all parties involve to review and comment.
2. WD will incorporate all comments to receive final approval from Client and end users.
3. The final layout will identify all free standing as well as the system furniture for the noted area.
4. WD will prepare and present color pallet/design concept(s) for various areas of the project for review, and comments.
5. WD will also coordinate the color palates and finishes with the building architect and building materials.
6. Based on the selected design option, WD will incorporate all comments and will prepare the completed design package for final approval.
7. Westgroup will coordinate with Building Architect for all required electrical location.

FURNITURE SPECIFICATION & DOCUMENTATION

1. Based on the approval of the design package, Westgroup will work closely with Client to produce drawings, specifications, spread sheets and other documents required.
2. WD will prepare the bid package to forward to county's approved furniture vendors, that would include:
 - a. Spread sheet with all required furniture specification
 - b. Along with floor plan and 3-D of all areas of concern that would clearly define an address the qualification of each item.

BIDDING & BID EVALUATION

1. WD will conduct a job walk with the interested furniture vendors to fully clarify the scope of work.
2. WD will assist in answering vendors bid questions and respond to all RFI's.
3. WD will evaluate the bid packages for accuracy and completeness of their pricing and will assist Client with final award.
4. After the furniture vendor is awarded, WD will coordinate with Furniture vendor regarding the schedule and delivery of the goods.
5. Base on the selected furniture dealer, Westgroup
 - a. Will coordinate all required electrical and data's.

- b. Will select additional finishes as required that would be complimentary with the building color pallet and the furniture manufacture.
6. Once the furniture installation phase is completed, Westgroup will review the installation and will publish a punch list, noting any corrections, non-conforming work, and tasks yet to be completed.

FEES & SCHEDULE OF PAYMENT

Based on our understanding of the project, our total fee for the described services is outlined below:

Planning & Design	\$95,000.00
Furniture Specification & Documentation	\$78,000.00
Bidding, Evaluation & Coordination	\$ 4,300.00
20% Design Contingency	\$35,460.00
Reimbursable Estimated	\$ 2,500.00
Total Fee	\$215,000.00

ADDITIONAL SERVICES

Any Additional Services requested by the Client, will be billed hourly or as an agreed upon lump sum fee. Additional Services will include items such as an increase of square footage, changes to the drawings after the approval, increase of Scope of Work, additional meeting, additional drawing, and any other required consultants.

This proposal is based on our understanding of the scope of services developed to date. If the scope of services is altered, the proposal shall be adjusted accordingly to the mutual satisfaction of both the Client and WD.

It has been a great pleasure working with you and we are grateful to have the opportunity to work with you on this project and make it a success.

Best Regards
Westgroup Designs, Inc.

Approval:



Par Sima Hassani
CEO + Managing Principal

1 PROFESSIONAL SERVICES AGREEMENT

2 For MEDICAL OFFICE BUILDING FURNITURE AND EQUIPMENT PROJECT

3 FM08430008935

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

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

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

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

15 1. SCOPE OF SERVICES: CONSULTANT shall perform all services and other
16 activities necessary to provide medical equipment design and selection services as described in
17 further detail in Exhibit "A" for the new RUHS Medical Office Building. CONSULTANT shall
18 provide all services in accordance with this Agreement and as outlined and specified in Exhibits
19 "A" and "B", consisting of 5 pages, attached hereto and by this reference incorporated herein.

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

1 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance of
2 services within one (1) calendar day after execution of this Agreement, and shall diligently perform
3 the services to full completion of the Project as required and in accordance with the scheduled
4 Project completion date of **March 31, 2020**, unless sooner terminated as specified in Paragraph 8,
5 or extended as provided in Paragraph 13. All applicable indemnification provisions in this
6 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 in
10 accordance with the Scope of Services set forth in Exhibits "A" and "B". The total
11 amount of compensation paid to CONSULTANT under this Agreement shall not exceed
12 the maximum of **One Hundred Seventy-Three Thousand, Two Hundred Dollars**
13 **(\$173,200)** including reimbursable expenses per Exhibits "A" and "B" unless a written
14 amendment to the Agreement is executed by both parties prior to performance of
15 additional services.

16 3.2 Said compensation shall be paid in accordance with an invoice submitted
17 to COUNTY by CONSULTANT within fifteen (15) days from the last day of each
18 calendar month, and COUNTY shall pay the invoice within thirty (30) working days
19 from the date of receipt of the invoice.

20 3.3 The basis for the monthly invoice and payment thereon shall be on a
21 percentage completion basis to be billed monthly.

22 4. INDEPENDENT CONTRACTOR: COUNTY retains CONSULTANT on an
23 independent contractor basis. CONSULTANT is not, and shall not be considered to be in any
24 manner, an employee, agent or representative of the COUNTY. CONSULTANT shall not be
25 entitled to any benefits payable to employees of COUNTY including County Workers'
26 Compensation benefits. COUNTY is not required to make any deductions from the compensation
27 payable to CONSULTANT under this Agreement, and as an independent contractor,
28 CONSULTANT hereby holds COUNTY harmless from any and all claims that may be made

1 against COUNTY based upon any contention by any third party that an employer-employee
2 relationship exists by reason of this Agreement.

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

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

18 6. INDEMNITY AND HOLD HARMLESS – The CONSULTANT agrees to and
19 shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments
20 and Special Districts, their respective directors, officers, Board of Supervisors, elected and
21 appointed officials, employees, agents and representatives (hereinafter individually and
22 collectively referred to as "Indemnitees") from all liability, (including, but not limited to loss, suits,
23 claims, demands, actions, or proceedings) for any alleged or actual negligence, recklessness, or
24 willful misconduct of CONSULTANT, its directors, officers, partners, employees, agents or
25 representatives or any person or organization for whom CONSULTANT is responsible, arising
26 out of or from the performance of services under this Agreement. To the extent a loss, suit, claim,
27 demand, action, or proceeding is based on actual or alleged acts or omissions of CONSULTANT
28 which are not design professional services, CONSULTANT shall indemnify Indemnitees whether

1 or not CONSULTANT is negligent.

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

6 CONSULTANT shall defend and pay, all costs and fees, including but not limited to
7 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or
8 proceedings to the extent and in proportion to the percentage, such costs and fees arise out of,
9 pertain to, or relate to the negligence, recklessness, or wilfull misconduct of CONSULTANT
10 arising out of or from the performance of services under this contract. The duty to defend applies
11 to any alleged or actual negligence, recklessness, willful misconduct, error or omission of
12 CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the
13 lawsuit, and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the
14 lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively
15 negligent, but only in proportion to the percentage of fault of CONSULTANT. The specified
16 insurance provisions and limits required in this contract shall in no way limit or circumscribe
17 CONSULTANT'S obligations to indemnify and hold harmless Indemnitees from third party
18 claims.

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

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

1 A. Workers' Compensation:

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

8 B. Commercial General Liability:

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

17 C. Vehicle Liability:

18 If vehicles or mobile equipment are used in the performance of the obligations
19 under this Agreement, then CONSULTANT shall maintain liability insurance for
20 all owned, non-owned or hired vehicles so used in an amount not less than
21 \$1,000,000 per occurrence combined single limit. If such insurance contains a
22 general aggregate limit, it shall apply separately to this Agreement or be no less
23 than two (2) times the occurrence limit. Policy shall name the COUNTY as
24 Additional Insureds.

25 D. Professional Liability:

26 CONSULTANT shall maintain Professional Liability Insurance providing
27 coverage for the CONSULTANT'S performance of work included within this
28 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and

1 \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability
2 Insurance is written on a claims made basis rather than an occurrence basis, such
3 insurance shall continue through the term of this Agreement and CONSULTANT
4 shall purchase at his sole expense either 1) an Extended Reporting Endorsement
5 (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with
6 a retroactive date back to the date of, or prior to, the inception of this Agreement;
7 or, 3) demonstrate through Certificates of Insurance that CONSULTANT has
8 maintained continuous coverage with the same or original insurer. Coverage
9 provided under items; 1), 2) or 3) will continue as long as the law allows.

10 **E. General Insurance Provisions - All lines:**

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

17 2) The CONSULTANT must declare its insurance self-insured retention for
18 each coverage required herein. If any such self-insured retention exceed \$500,000
19 per occurrence each such retention shall have the prior written consent of the
20 County Risk Manager before the commencement of operations under this
21 Agreement. Upon notification of self-insured retention unacceptable to the
22 COUNTY, and at the election of the Country's Risk Manager, CONSULTANT'S
23 carriers shall either; 1) reduce or eliminate such self-insured retention as respects
24 this Agreement with the COUNTY, or 2) procure a bond which guarantees payment
25 of losses and related investigations, claims administration, and defense costs and
26 expenses.

27 3) CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to
28 furnish the County of Riverside with either 1) a properly executed original

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

23 4) It is understood and agreed to by the parties hereto that the
24 CONSULTANT'S insurance shall be construed as primary insurance, and the
25 COUNTY'S insurance/or deductible and/or self-insured retentions or self-insured
26 program shall not be construed as contributory.

27 5) If, during the term of this Agreement or any extension thereof, there is a
28 material change in the scope of services; or, there is a material change in the

1 equipment to be used in the performance in the scope of work; or, the term of this
2 Agreement, including any extension thereof, exceeds five (5) years; the COUNTY
3 reserves the right to adjust the types of insurance and the monetary limits of liability
4 required under this Agreement, if in the County Risk Manager's reasonable
5 judgment, the amount or type of insurance carried by the CONSULTANT has
6 become inadequate.

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

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

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

14 8. TERMINATION: COUNTY may, by written notice to CONSULTANT, terminate
15 this Agreement in whole or in part at any time. Such termination may be for COUNTY'S
16 convenience or because of CONSULTANT'S failure to perform its duties and obligations under
17 this Agreement including, but not limited to, the failure of CONSULTANT to timely perform
18 services pursuant to the Scope of Services described in Exhibit "A" of this Agreement.

19 8.1 Discontinuance of Services. Upon Termination, CONSULTANT shall,
20 unless otherwise directed by the Notice, discontinue all services and deliver to the
21 COUNTY all data, estimates, graphs, summaries, reports, and other related materials as
22 may have been prepared or accumulated by CONSULTANT in performance of services,
23 whether completed or in progress.

24 8.2 Effect of Termination For Convenience. If the termination is to be for the
25 convenience of the COUNTY, the COUNTY shall compensate CONSULTANT for
26 services satisfactorily provided through the date of termination. CONSULTANT shall
27 provide documentation deemed adequate by COUNTY to show the services actually
28 completed by CONSULTANT prior to the date of termination. This Agreement shall

1 terminate thirty (30) days following receipt by the CONSULTANT of the written Notice
2 of Termination.

3 8.3 Effect of Termination For Cause. If the termination is due to the failure of
4 CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be
5 compensated for those services which have been completed in accordance with this
6 Agreement and accepted by the COUNTY. In such case, the COUNTY may take over the
7 work and prosecute the same to completion by contract or otherwise. Further,
8 CONSULTANT shall be liable to the COUNTY for any reasonable additional costs
9 incurred by the COUNTY to revise work for which the COUNTY has compensated
10 CONSULTANT under this Agreement, but which the COUNTY has determined in its sole
11 discretion needs to be revised in part or whole to complete the Project. Prior to
12 discontinuance of services, the COUNTY may arrange for a meeting with CONSULTANT
13 to determine what steps, if any, CONSULTANT can take to adequately fulfill its
14 requirements under this Agreement. In its sole discretion, County's Representative may
15 propose an adjustment to the terms and conditions of the Agreement, including the contract
16 price. Such contract adjustments, if accepted in writing by the Parties, shall become
17 binding on CONSULTANT and shall be performed as part of this Agreement. In the event
18 of termination for cause, unless otherwise agreed to in writing by the parties, this
19 Agreement shall terminate seven (7) days following the date the Notice of Termination was
20 mailed to the CONSULTANT. Termination of this Agreement for cause may be
21 considered by the COUNTY in determining whether to enter into future agreements with
22 CONSULTANT.

23 8.4 Notwithstanding any of the provisions of this Agreement,
24 CONSULTANT'S rights under this Agreement shall terminate (except for fees accrued
25 prior to the date of termination) upon dishonesty, or a willful or material breach of this
26 Agreement by CONSULTANT, or in the event of CONSULTANT'S unwillingness or
27 inability for any reason whatsoever to perform the duties hereunder, or if the Agreement is
28 terminated pursuant to Section 8. In such event, CONSULTANT shall not be entitled to

1 any further compensation under this Agreement.

2 8.5 Cumulative Remedies. The rights and remedies of the parties provided in
3 this Section are in addition to any other rights and remedies provided by law or under this
4 Agreement.

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

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

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

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

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

27 CONSULTANT understands that the County Purchasing Agent or the County Board of
28 Supervisors are the only authorized COUNTY representatives who may at any time, by written

1 order, make any alterations within the general scope of this Agreement.

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

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

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

15 16. DOCUMENTS: The COUNTY acknowledges that the CONSULTANT'S reports,
16 drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and
17 other similar documents are instruments of professional service, not products. Although
18 ownership of such documents normally is retained by the CONSULTANT they nonetheless shall
19 in this instance become upon their creation the property of the COUNTY whether the Project is
20 constructed or not. The COUNTY may use design documents and the designs depicted in them,
21 without the CONSULTANT'S consent, in connection with the Project, or other COUNTY
22 Projects, including, without limitation, future additions, alterations, connections, repairs,
23 information, reference, use or occupancy of the Project(s). Any reuse of the documents by
24 COUNTY without the written consent of the CONSULTANT shall be at COUNTY'S sole risk
25 and without liability or legal exposure to the CONSULTANT, and COUNTY shall indemnify,
26 defend and hold the CONSULTANT harmless from any claims or losses arising out of such use
27 of the design documents by the COUNTY.
28

1 16.1 Upon completion of each phase of work described in Exhibit "A", the
2 CONSULTANT shall furnish to the COUNTY three (3) copies of the deliverables, and/or
3 documents completed for that phase as specified in Exhibit "A". Upon approval thereof
4 by the COUNTY, the CONSULTANT shall furnish one reproducible set along with an
5 electronic copy on Compact Disk (CD) of the deliverables and/or documents.

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

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

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

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

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

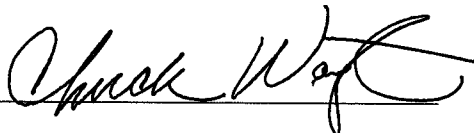
COUNTY:
Economic Development Agency
Project Management Office
3403 Tenth St., Suite 400
Riverside, CA 92501
Attn: Rebecca McCray


CONSULTANT:
WARE MALCOMB.
10 Edelman
Irvine, CA 92618
Attn: Mila Volkova

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement, on the
27th day of February, 2018.

COUNTY:
COUNTY OF RIVERSIDE

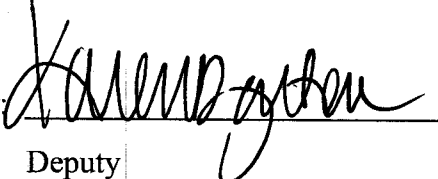
CONSULTANT:
WARE MALCOMB


By: 
Chairman, Board of Supervisors
CHUCK WASHINGTON

By: 
Title: CFO
By: Tobin Sloane
Federal Tax I.D. No. 95-2905859

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Deputy

By: 
Synthia M. Gunzel
Chief Deputy County Counsel

(SEAL)

SCOPE OF SERVICES

EXHIBIT "A"

Project Description: Provide architectural and medical equipment planning services for the Riverside University Health System's Medical Office Building located adjacent to the medical center at 26250 Cactus Ave in Moreno Valley, California.

I. Basic Services:

1. Preliminary Design Phase:

- a. Ware Malcomb (WM) and Roloff International (RI) shall develop a preliminary medical equipment list and budget estimates.
 - i. RUHS to identify medical equipment standards and manufacturer preferences that will apply to this project.
 - ii. Based on the most current and updated architectural program and drawings, develop a room by room list with estimated budget costs.

2. Design Development Phase:

- a. Based on the information derived from the Schematic Design process, WM and RI shall provide Design Development services to further advance the design in preparation for Contract Documents.
- b. Departmental User Group Meetings:
 - i. WM and RI will conduct two (2) detailed room-by-room reviews of medical equipment with each departmental User group.
 - ii. Review functional requirements, alternatives, latest advances for selected medical equipment solutions for medical equipment and accessories.
 - iii. Incorporate User decisions in the medical equipment list and budget.
 - iv. Coordinate vendor medical equipment demonstrations, site visits and in-house product trials.
- c. Participate in one (1) final DD User discussion/ sign-off meeting.
- d. Develop a Design Development chart of all medical equipment mechanical

1 electrical plumbing and structural (MEPS) requirements.

2 e. Confirm Owner Furnish Owner Installation (OFOI), Owner Furnish Contractor
3 Installation (OFCD) and Owner Furnish Vendor Installation (OFCD)
4 specifications.

5 f. Review and comment on meeting minutes regarding medical equipment items.

6 g. Perform an inventory of existing assets to be included in the project, identify
7 future locations and update the budget.

8 h. Deliverables at the end of the Design Development phase include:

9 i. RI to update medical equipment list and estimated budget.

10 ii. A User Meeting will be conducted requiring final User sign off on
11 medical equipment list and estimated budget.

12 iii. Provide a binder in electronic format for architect and RUHS including
13 updated technical data and cut sheets, as available from manufacturers
14 and/or vendors, including new and existing equipment to be moved to a
15 new location.

16 iv. Provide a chart of MEPS for all medical equipment specified by RI.

17 i. IT planning, specifying and budgeting to be provided by RUHS. This includes
18 telephones, computers, printers, copiers, nurse call, etc.

19 3. Contract Documents Phase:

20 a. Based on the information derived from the Design Development process, WM
21 and RI shall prepare Contract Documents. The documents shall set forth in
22 detail the requirements for construction of the project.

23 b. Coordinate medical equipment placement plans.

24 c. Update and submit final binder.

25 d. Submit electronic PDF and excel of final medical equipment list by room.

26 e. Submit final excel of MEPS.

27 4. Bidding Support:

28 a. Develop a Procurement plan for medical equipment with RUHS and EDA.

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- b. Validate equipment with each user group.
- c. Identify bid groups and items to be single source.
- d. Prepare RFP's for new RUHS approved medical equipment to be bid.
- e. Review returned bid proposals with RUHS and EDA to determine vendors.
- f. Assist with final vendor negotiations upon client bid award.
- g. Work with RUHS to develop order information/proposals to accompany RUHS POs for specified items.
- h. RUHS to sign purchase orders and submit purchase orders to EDA.

5. Purchasing Administration:

- a. Evaluate lead times, develop and coordinate delivery schedule based upon GC construction schedule.
- b. Manage acknowledgements from RUHS-EDA purchase orders.
- c. Develop chart of ordered items, work with vendors regarding delivery schedule and track orders.
- d. Report to RUHS, Trammell Crow, and EDA on a weekly basis.

6. Construction Administration:

- a. Respond to RFI's regarding medical equipment specified.
- b. Review shop drawings for fixed medical equipment.
- c. Assist in coordinating vendor on-site meetings for vendors to confirm medical equipment locations, installations with General Contractor (GC).
- d. Develop and coordinate delivery schedule based on GC's construction schedule.
- e. Establish which items are to be site or warehouse delivered.

7. Warehouse, Storage, Staging, and Assembly:

- a. RI to provide oversight of warehouse/storage, receipt of new products, inspection, claims processing, redelivery to site, assembly, set-in-place and installation of OFOI items if RUHS warehouse space is not available.
- b. Select appropriate moving company and warehouse as close to site as possible.

- c. Work with GC to review and define dock and elevator needs, path of travel, building protection and debris removal requirements.
- d. Establish assembly requirements and responsibilities.
- e. Work with moving company to verify receipt of new medical equipment. Damaged items will be documented by mover and reported to RI who will follow-up with replacement shipment.
- f. Room equipment list will be posted at each room.
- g. Coordinate installation/placement of new medical equipment into correct spaces per established elevations.
- h. Coordinate installation/placement of existing assets.
- i. Work with RUHS, Trammell Crow and EDA regarding any asset tagging, biomed and safety check, certifications required of equipment installed in new facility prior to final acceptance.
- j. Coordinate with vendors, RUHS, Trammell Crow, EDA and GC to ensure that equipment is tested and operable when in place.
- k. Complete punch list and corrective action plan to ensure medical equipment specified by RI is set in place, installed and operating properly.

II. Reimbursable Expenses:

Reimbursable expenses for printing, plotting, renderings requested by Owner, postage and handling, delivery costs, reproductions and facsimiles, will be charged at the standard rate of cost plus ten percent (10%). If approved in advance by County, mileage for vehicle travel from Architect's or a Subconsultant's place of business (whether located within or outside the County of Riverside) to a point of destination outside the County or Riverside, but excluding the following: (1) travel and related subsistence to or from the County's offices or the Site for purposes of conducting inspections, observations or attending meetings that are part of Basic Services; (2) travel to and from residences to the Architect's or a Subconsultant's place of business; and (3) travel to or from Architect's or a Subconsultant's place of business located outside the County of Riverside to a location within the County of Riverside.

FEE SCHEDULE

EXHIBIT "B"

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Basic Services Fee:

1. Preliminary Design: \$ 28,600.00

Medical Equipment Planner \$ 22,000.00

Architectural \$ 6,600.00

2. Design Development: \$ 46,800.00

Medical Equipment Planner \$ 36,000.00

Architectural \$ 10,800.00

3. Contract Documents \$ 15,600.00

Medical Equipment Planner \$ 12,000.00

Architectural \$ 3,600.00

4. Bidding Support \$ 16,900.00

Medical Equipment Planner \$ 13,000.00

Architectural \$ 3,900.00

5. Purchasing Administration \$ 10,400.00

Medical Equipment Planner \$ 8,000.00

Architectural \$ 2,400.00

6. Contract Administration \$ 14,300.00

Medical Equipment Planner \$ 11,000.00

Architectural \$ 3,300.00

7. Warehouse, Storage, Staging and Assembly \$ 15,600.00

Medical Equipment Planner \$ 12,000.00

Architectural \$ 3,600.00

Basic Services Allowance \$ 20,000.00

Reimbursable Expenses \$ 5,000.00

Total \$ 173,200.00