

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



ITEM: 3.15
(ID # 14568)

MEETING DATE:

Tuesday, June 08, 2021

FROM: FACILITIES MANAGEMENT AND RIVERSIDE UNIVERSITY HEALTH SYSTEM:

SUBJECT: FACILITIES MANAGEMENT (FM) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM (RUHS): Riverside University Health System Medical Center Coronavirus Disease - 2019 Emergency Preparation Project - California Environmental Quality Act Exempt, District 5. [Total Cost \$1,804,541 - RUHS Enterprise Fund 40050 - 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Riverside University Health System Medical Center Coronavirus Disease 2019 Emergency Preparation (RUHS-MC COVID-19 Emergency Prep) Project for inclusion in the Capital Improvement Program (CIP);
2. Find the RUHS-MC COVID-19 Emergency Prep Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15269 Emergency Projects, Section 15301 Class 1 Existing Facilities Exemption, and Section 15061 (b)(3) "Common Sense" Exemption;

Continued on Page 2

ACTION: Policy, CIP


Rose Salgado, Director of Facilities Management 5/13/2021 
Jennifer Cruikshank, Chief Executive Officer - Health System 5/25/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: June 8, 2021
xc: FM, RUHS, Purchasing

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the use of RUHS Enterprise Fund 40050 in the amount of \$1,804,541, for the Department requested budget to be validated, for emergency work, including reimbursement to Facilities Management (FM) for incurred emergency project related expenses;
4. Ratify, receive and file the attached emergency procurement (Purchase Order FMARC88363) and Amendment 1 to agreement in association with Purchase Order FMARC88363 with ACCO Engineered Systems, Inc. (ACCO) in the amount of \$1,054,980, to terminate the agreement and authorize the Chair of the Board to execute the contract on behalf of the County pursuant to Board Policy B-11 emergency authority and Resolution No. 2003-23;
5. Ratify, receive and file the attached emergency procurement (Purchase Order FMARC88465) and Amendment 1 to agreement in association with Purchase Order FMARC88465 with Tilden-Coil Constructors, Inc. (Tilden-Coil) in the amount of \$527,004, to terminate the agreement and authorize the Chair of the Board to execute the contract on behalf of the County pursuant to Board Policy B-11 emergency authority and Resolution No. 2003-23;
6. Authorize the Director of Facilities Management, or her designee, to administer all necessary agreements in accordance with applicable Board policies;
7. Delegate project management authority for the Project to the Director of Facilities Management 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
8. Authorize the Purchasing Agent to execute pre-qualified consultant service agreements not to exceed \$100,000 per pre-qualified consultant, per fiscal year, in accordance with applicable Board policies for the Project, and the sum of all project contracts shall not exceed \$1,804,541.

Continued on Page 3

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,804,541	\$ 0	\$ 1,804,541	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RUHS Enterprise Fund 40050 – 100%			Budget Adjustment: No	
			For Fiscal Year: 2020/21	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

On March 8, 2020, the Riverside County Public Health Officer proclaimed a local public health emergency in response to the increase of new coronavirus (COVID-19) cases diagnosed in Riverside County. The public health emergency and the increase and treatment of COVID-19 patients at the medical center has made it clear that emergency preparations are crucial in this public health crisis. The goal of the emergency preparation project is to quickly isolate and treat patients diagnosed with COVID-19 safely and efficiently.

The emergency preparation project includes the installation of a generator with the capacity to operate the 24/7 mobile health clinic that serves as a temporary triage area outside of the emergency department in order to create an additional safety zone. In addition, the construction of negative air pressure treatment space is needed throughout the medical center to contain and prevent COVID-19 airborne contaminants from drifting to other areas and contaminating other patients, health care workers, sterile equipment and the public.

An emergency declaration was made pursuant to the authority delegated in Resolution 2003-23 by the Board of Supervisors (Board), allowing Facilities Management (FM) to take immediate action to procure contracts to provide emergency work to procure and install the generator and construct additional negative air pressure treatment space in response to the public health emergency related to COVID-19. Failure to immediately address this health, safety, and welfare event would pose imminent risk of infectious disease control issues.

(Continued)

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

BACKGROUND:

Summary (Continued)

With certainty, there is no possibility that the Project may have a significant effect on the environment. The improvements are limited to the installation of a generator for the mobile health clinic and the construction of additional negative air pressure treatment space by reconfiguring existing space within the medical center. The improvements are located at an existing public facility and necessary to maintain services essential to public health and safety; the actions were necessary to mitigate an emergency. The emergency work was conducted within the existing facility and was performed to meet current standards of public health and safety. Therefore, the RUHS-MC COVID-19 Emergency Prep Project is exempt as the Project meets the scope and intent of the Common Sense Exemption identified in Section 15061 (b)(3); Statutory Emergency Projects Exemption identified in 15269 (b)(c), and Class 1 Categorical Exemption identified in Section 15301. A Notice of Exemption will be filed by FM staff with the County Clerk within five days of Board approval.

Impact on Residents and Businesses

The RUHS-MC COVID-19 Emergency Prep Project will ensure the health and safety of patients, health care workers, and the public.

Additional Fiscal Information

The approximate allocation of the project budget is as follows:

PROJECT BUDGET LINE ITEMS	CATEGORY	PROJECT BUDGET AMOUNT
Architectural Design	1	96,000
Construction Management	2	0
Construction Contracts	3	
Offsite Construction	3a	0
General Construction	3b	1,054,980
Mechanical Contractor	3c	527,004
Project Management	4	89,952
Generator Lease, Fuel/Labor Maintenance	5	22,059
Other Soft Costs / Specialty Consultants	6	14,546
Project Contingency	7	0
Project Budget		\$ 1,804,541

(Continued)

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

Additional Fiscal Information (Continued)

All costs associated with this Board action will be expended in FY 2020/21 and are 100% funded through RUHS Enterprise Fund 40050.

Attachments:

- Amendment No. 1 to Agreement in Association with P.O. FMARC-88363 with ACCO Engineered Systems, Inc.
- Amendment No. 1 to Agreement in Association with P.O. FMARC-88465 with Tilden-Coil Constructors, Inc.

RS:SP:SC:NS:TY;mg

FM08430010494

MT #14568

G:\Project Management Office\FORM 11'S\Form 11's_In Process\14568_D3 - 010494 - RUHS-MC COVID-19 Emergency Preparation Project_060821.doc


Meghan Hahn, Administrative Analyst

5/28/2021


Gregory P. Priamos, Director County Counsel

5/26/2021

Riverside County
Facilities Management
3403 10th Street, Riverside, CA 92501

FOR COUNTY CLERK USE ONLY

COPY

to be filed by FM

NOTICE OF EXEMPTION

March 10, 2020

Project Name: COVID-19 Emergency Preparation Actions

Project Number: FM08430010494

Project Location: 26520 Cactus Avenue, west of Nason Street, Moreno Valley, County of Riverside, California; Assessor's Parcel Number (APN): 486-280-037

Description of Project: On March 8, 2020, the Riverside County public health officer proclaimed a local public health emergency in response to the increase of new coronavirus (COVID-19) cases diagnosed in Riverside County. The public health emergency and the increase and treatment of COVID-19 patients at the medical center has made it clear that emergency preparations are crucial in this public health crisis. The goal of the emergency preparation projects is to quickly isolate then treat patients diagnosed with COVID-19 safely and efficiently.

The emergency preparation projects include the need of a generator with the capacity to operate the 24/7 mobile health clinic that serves as a temporary triage area outside the emergency department of the medical center in order to create an additional safety zone. In addition, the construction of negative air pressure treatment space is needed throughout the medical center to contain and prevent COVID-19 airborne contaminants from drifting to other areas and contaminating other patients, health care workers, sterile equipment and the public.

An emergency declaration was made pursuant to the authority delegated in Resolution 2003-23 by the Board of Supervisors, allowing FM to take immediate action to procure contracts to provide emergency work to install a generator and to construct additional negative air pressure treatment space in response to the public health emergency related to COVID-19. Failure to immediately address this health, safety and welfare event would pose imminent risk of infectious disease control issues. The emergency improvements to address COVID-19 are identified as the project under the California Environmental Quality Act (CEQA). No direct or indirect physical environmental impacts are anticipated from the repair of the electrical system.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

Exempt Status: State California Environmental Quality Act (CEQA) Guidelines, Section 15269 Emergency Projects Exemption; Section 15301 Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5, 18 and 19, Sections 15061, 15269, 15301, and 15302.

JUN 08 2021 3.15

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project include unusual circumstances which could have the possibility of having a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the emergency preparation actions taken at the RUHS Medical Center.

- **Section 15269 (b)(c) –Emergency Projects:** This Statutory exemption consists of emergency projects that are exempt under CEQA. Under (b), emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to the public health, safety or welfare are exempt. Under (c), specific actions necessary to prevent or mitigate an emergency are exempt. The emergency actions to address COVID-19 at the RUHS Medical Center satisfies both of these conditions, as the hospital is an essential public facility that provides health and medical services to those in need. The spread of the COVID-19 virus has created a demand that could potentially affect the hospital's ability to provide these critical health services to the public. Emergency actions were required to avoid a threat to the public health, safety and welfare. In addition, the improvements that resulted from the emergency actions necessitated immediate action in the form of services to maintain public health, as people in hospitals contain sensitive populations, including the sick and elderly, who are more susceptible to threats to public health. Therefore, the project is exempt as it meets the scope and intent of the Statutory Exemption identified in Section 15269, Article 18, Statutory Exemptions of the CEQA Guidelines.
- **Section 15301 (d)–Existing Facilities:** This Class 1 categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The provision of additional temporary capacity with a generator and negative air pressure system at the existing hospital was required in order to maintain an appropriate level of public health services. The RUHS Medical Center is an essential public facility that provides health and medical services and the improvements at the facility were required to address an emergency that was a threat to public safety. The improvements to the existing facility to protect and maintain public safety are exempt as they meet the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed improvements and emergency actions conducted at the existing hospital addressed an emergency situation and did not result in any direct or indirect physical environmental impacts.

Based upon the identified exemptions above, the County of Riverside, Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 3/10/20

Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

COVID 19 EMERGENCY PREPARATION PROJECT
CONTRACT #: FMARC-88465

**AMENDMENT NO. 1 TO AGREEMENT IN ASSOCIATION
WITH PURCHASE ORDER FMARC-0000088465
(PURCHASE REQUISITION PR1119657)**

THIS Amendment to AGREEMENT, is entered into this 3rd day of March 2020, by and between TILDEN-COIL CONSTRUCTORS INC., a California "S" Corporation, hereinafter called "Contractor," and the County of Riverside, hereinafter called "County."

A. The recent outbreak of the novel coronavirus (COVID-19) has been having a significant impact on the global economy. In particular, the impact on the tourism and hospitality industries has been devastating. On March 11, 2020, the World Health Organization declared that the outbreak of COVID-19 constitutes a "pandemic". Public health responses have included travel restrictions, quarantines, and curfews.

B. This Agreement is entered into pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020, Executive Order N-25-20, and other Executive Orders related thereto, in response to COVID-19, and is directly related to that emergency and necessary for the preservation of public health and safety. County enters into this Agreement as a political subdivision of the State of California and in reliance upon the aforementioned proclamation and executive order that County will seek reimbursement from the State of California and the federal government to make County whole for its expenditures related thereto. All provisions of this Agreement shall be read and construed in a manner that is consistent with this stated purpose.

C. Under **Purchase Order FMARC-0000088465 (Purchase Requisition PR1119657)**, (the "Agreement"), the Contractor agreed to, and did begin performance to furnish labor, materials, parts, equipment, tools, supervision, services, transportation, waste disposal, facilities and other required items necessary to complete renovations/conversion of rooms to create negative pressure isolation rooms per RTM Engineering Consultants 95% CD Drawings at RUHS main hospital building, in accordance with all of the Contract Documents for the COVID 19 Emergency Preparation Project (the "Project").

D. In April of 2020, the County notified Contractor that it desires to cancel the Project and terminate this Agreement and that the Contractor shall cease all performance on the Project.

E. The parties desire to amend this Agreement to provide for the final contract amount due to the Contractor and to close out this Agreement due to the termination.

COVID 19 EMERGENCY PREPARATION PROJECT
CONTRACT #: FMARC-88465

The parties mutually agree as follows:

1. CONTRACT TERMINATION: On April 15, 2020, the Project was cancelled, and the Agreement is hereby terminated effective on April 15, 2020 and of no further legal force and effect.

2. COMPENSATION TO BE PAID TO CONTRACTOR: The County agrees to Contractor's fee of \$250,624.00 (Two Hundred Fifty Thousand Six Hundred Twenty-Four Dollars), which is based upon 8.0% of the estimated final cost of construction. Additionally, actual construction work shall be calculated on a Cost/Time and Materials on an open book basis. The Original Cost of the Agreement for Contractor was \$2,032,220. Due to the emerging changes in conditions associated with COVID-19, this Project has been cancelled and the Agreement is hereby terminated. Due to the termination of the Agreement, the new compensation due to Contractor for all work performed up to the date of termination, shall be Five Hundred Twenty-Seven Thousand and Four Dollars (\$527,004.00), which is the final amount due to the Contractor under this Agreement. Any payments made by the County to date to the Contractor shall be credited against the consideration amount and the County shall pay the remaining balance. The Contractor agrees that the \$527,004.00 is the full and final amount due to Contractor for this Agreement for any work performed on this Project.
Contractor shall deliver to the County all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by Contractor in performance of the Work, whether completed or in progress. The Parties mutually agree to release, waive and discharge each other and their agents and representatives, from any and all claims, demands, obligations or actions resulting from or relating to this Agreement that each may have against the other by reason of this Agreement.

3. REPRESENTATIVES:

- a) The Contractor's designated representatives for this contract and project are:

Contractor's Project Manager – Marty Greenwood

Contractor's Administrative Representative - Marty Greenwood

Contractor's legal type of organization: General Contractor and Construction Manager (CA Corporation)

COVID 19 EMERGENCY PREPARATION PROJECT
CONTRACT #: FMARC-88465

List names of all persons who have authority to bind the Contractor:

Brian Jaramillo, Dayne Brassard, Greg Lackey

b) The County's designated representatives for this contract and project are:

County's Project Manager - Nahid Selbe

County's Administrative Representative - Rose Salgado

4. ADDITIONAL TERMS AND CONDITIONS:

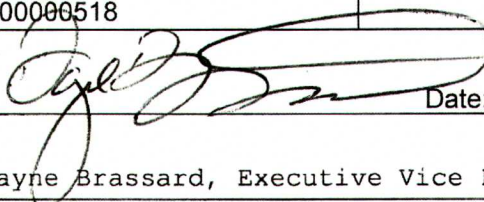
Attachment B hereto and incorporated herein are the County Conditions for the construction of Project referenced in the original Purchase Order (FMARC-0000088465) issued by County.

Any and all terms referring to a standard bidding process, bidding documents or lump sum cost are hereby deleted as this is considered an Emergency Contract and was let pursuant to Public Contract Code Section 22050 et seq.

[Signature Provisions on following Page]

COVID 19 EMERGENCY PREPARATION PROJECT
CONTRACT #: FMARC-88465

AGREED:

Firm Name:	TILDEN-COIL CONSTRUCTORS INC.	
Address:	3612 Mission Inn Ave., Riverside, CA 92501	
Contractor's License No.	208556	Expires: 8/31/2021
DIR Registration No:	1000000518	
Signature:	 Date: 8/10/20	
Name and Title:	Dayne Brassard, Executive Vice President	

COUNTY OF RIVERSIDE[GS1]

By: Karen S. Spiegel
KAREN SPIEGEL

Chairman

Board of Supervisors

ATTEST:

KECIA R. HARPER

Clerk of the Board

By: 

Deputy

(SEAL)

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

By: 

Synthia M. Gunzel

Chief Deputy County Counsel

Amendment to Agreement with Tilden-Coil Constructors Inc

ATTACHMENT A

(RUHS Covid-19 Emergency Preparation Project
Main Hospital, 26520 Cactus Avenue, Moreno Valley, CA 92555

1. The Contractor shall furnish all travel, parts, labor, materials, rentals, equipment, disposal, transportation and supervision necessary to provide tenant improvements for COVID-19 Emergency Preparedness Project at Riverside University Health System in Moreno Valley, California. This work is required due to COVID-19 surge concerns, condition, and infectious disease concerns, immediate action is required to convert two rooms to Negative Space areas. Failure to do so immediately will promote imminent health safety and welfare concerns for hospital staff and general public in the form of; spread of infectious disease, non-regulatory compliance, health issues with potential for illness / loss of life, with the associated county risk and liabilities. Trades include, but not limited to; carpentry, electrical, flooring, painting, HVAC, fire sprinkler etc. Work to be performed in strict accordance with RTM
2. Engineering Consultants 95% CD Drawings dated 3/26/20 and all items discussed at the job walk.
3. Additional requirements:
 - Contractor must perform all work in strict accordance with all applicable Federal, State and Local building codes and requirements to ensure the project meets County design, intent and performance requirements.
 - Contractor shall comply with all Federal, State and Local, rules and regulations that in any manner affect the work. Special attention is called, but not limited to, the Local environmental ordinances. Ignorance on the part of the bidder will in no way relieve him/her from responsibility of compliance with all said laws, ordinances, rules and regulations.
 - All work to be performed during regular business hours.
 - In regards to all fire related work, it is the contractor's responsibility to submit shop drawings to the County of Riverside Fire Department and all documentation to obtain a permit from the County of Riverside Fire Department. To coordinate all fire department inspections and submit the final inspection approval card to the County prior to approval of final payment.
 - All dusty or noisy work to be performed after hours or on weekends.
 - Certified Payroll is required on this project. See General Conditions.

COVID 19 EMERGENCY PREPARATION PROJECT
CONTRACT #: FMARC-88465

- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Pursuant to Labor Code section 1771.1, any contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, must be currently registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. No contractor or subcontractor may be awarded without proof of current registration, to perform public works.
- Pursuant to Labor Code Section 1861, the Contractor gives the following certification: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract."

COVID 19 EMERGENCY PREPARATION PROJECT
CONTRACT #: FMARC-88465

ATTACHMENT B

FMARC-0000088465



COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department
 2980 Washington St
 Riverside, CA 92504
 Phone: (951) 955-4937
 Fax: (951) 955-3730

Page: 1 of 5

PURCHASE ORDER

Vendor Instructions

1. Packaging Slip showing P.O. number and contents must accompany each shipment.
2. No charge for packaging or drayage will be allowed except when specified in order.
3. No partial billings except when specified in the order.
4. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS ORDER. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY THE BUYER.
5. MAIL INVOICE TO THE ADDRESS SHOWN BELOW. SHOW PURCHASE ORDER NUMBER AND ORDERING DEPARTMENT.
6. Out of state vendors MUST show CA Board of Equalization Permit Number. Otherwise, sales tax will be deducted.
7. IMPORTANT: Seller shall provide material safety data sheets for each product containing hazardous substances as listed by CA Dir. Ind. Rel. in CA Adm. Code, Title 8, Section 5194 and labor codes
8. If work is to be carried out on county property, vendor shall call purchasing and ascertain amounts and types of insurance required and provide proof of insurance before beginning work

FACILITIES MANAGEMENT

Facilities Management
 Facilities Management Dept
 3133 Mission Inn Ave
 Riverside CA 92507
 United States

Dispatch Via Email		
Purchase Order	Date	Revision
FMARC-0000088465	2020-03-30	
Payment Terms	Freight Terms	Ship Via
Net 30	FOB Destination, Freight Paid	BEST WAY
Buyer	Phone	Currency
David J. Valadez		USD

Vendor: 0000001339
 Tilden-coil Constructors,
 Inc.
 3612 Mission Inn Ave
 Riverside CA 92501
 United States

Ship To: 6322-26000
 Facilities Management
 Facilities Management
 Dept
 3133 Mission Inn Ave
 Riverside CA 92507
 United States

Attention: Not Specified

Bill To: Facilities Management
 Facilities Management
 Dept
 3133 Mission Inn Ave
 Riverside CA 92507
 United States

Tax Exempt? N		Tax Exempt ID:		Replenishment Option: Standard			
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	General Construction services as required for the B-11 Emergency COVID-19 Emergency Preparation project.		1.00	DOL	2032220.00	2032220.00	05/29/2020

Schedule Total 2032220.00

Item Total 90930 2032220.00

This Purchase Order is being issued at the request of the County of Riverside Economic Development Agency for a Public Works project for the Facilities Management Department.

The Contractor shall furnish all labor, materials, parts, equipment, tools, supervision, services, transportation, waste disposal, facilities and other required items necessary to complete the following work in strict accordance with all of the Contract Documents.

PREVAILING WAGES AND LABOR CODE REQUIREMENTS

This is a public works project and may be subject to compliance monitoring and enforcement by the California Department of Industrial Relations. The awarded bidder shall comply with all applicable provisions of the California State Labor Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor and other requirements, including but not limited to Labor Code Sections 1771.4, 1773.1, 1774, 1775, 1776, 1777.5, 1813 and 1815. It is the Contractor's responsibility to upload their eCPR under the project ID noted below.

Note: per Per DIR Newsline #2017-52 Small Project Exemptions will be effective July 1, 2017. This exemption is from DIR contractor registration and PWC-100 project registration by the Awarding Body. It does not exempt the Contractor from the payment of prevailing wage rates.

Authorized Signature

David J. Valadez



COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department
2980 Washington St
Riverside, CA 92504
Phone: (951) 955-4937
Fax: (951) 955-3730

Page: 2 of 5

PURCHASE ORDER

Vendor Instructions

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8. If work is to be carried out on county property, vendor shall call purchasing and ascertain amounts and types of insurance required and provide proof of insurance before beginning work

FACILITIES MANAGEMENT

Facilities Management
Facilities Management Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Dispatch Via Email		
Purchase Order	Date	Revision
FMARC-0000088465	2020-03-30	
Payment Terms	Freight Terms	Ship Via
Net 30	FOB Destination, Freight Paid	BEST WAY
Buyer	Phone	Currency
David J. Valadez		USD

Vendor: 0000001339
Tilden-coil Constructors,
Inc.
3612 Mission Inn Ave
Riverside CA 92501
United States

Ship To: 6322-26000
Facilities Management
Facilities Management
Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Attention: Not Specified

Bill To: Facilities Management
Facilities Management
Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Tax Exempt? N

Tax Exempt ID:

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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Project Description and location: RIVERSIDE COUNTY REGIONAL MEDICAL CENTER

DIR PROJECT ID: #325493 for Certified Payroll Records (CPR) reporting
Contractor's DIR Registration: 1000000518
Contractor's License: 208556
PWC-100 filed: 03/30/2020
Project Name: RIVERSIDE COUNTY REGIONAL MEDICAL CENTER
Project #: FM08430010494
Contract #: FMARC-88465
County Project Manager: TINA YORK

Applicable payment and performance bonds for projects exceeding \$25,000 (Civil Code 9550) as well as endorsed certificates of insurance must be received prior to start of project. Collecting bonding documentation and insurance is the responsibility of the PCS and/or County Project Manager prior to issuance of PO. If this PO is received and the above responsibilities have not been met, contact the County Project Manager and/or PCS.

Terms and Conditions: Unless otherwise stated in bid request documents and/or contract documents, terms and conditions for informal public works projects are in accordance with the following: 116-220 General Conditions Public Works under \$25k or 116-222 General Conditions-Public Works over \$25k. T&Cs can be found on the Purchasing and Fleet Services website at <http://www.purchasing.co.riverside.ca.us/Terms.aspx>

CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including

Authorized Signature

David J. Valadez



COUNTY OF RIVERSIDE

Page: 3 of 5

Purchasing and Fleet Services Department
2980 Washington St
Riverside, CA 92504
Phone: (951) 955-4937
Fax: (951) 955-3730

PURCHASE ORDER

Vendor Instructions

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2. No charge for packaging or drayage will be allowed except when specified in order.
3. No partial billings except when specified in the order.
4. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS ORDER. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY THE BUYER.
5. MAIL INVOICE TO THE ADDRESS SHOWN BELOW. SHOW PURCHASE ORDER NUMBER AND ORDERING DEPARTMENT.
6. Out of state vendors MUST show CA Board of Equalization Permit Number. Otherwise, sales tax will be deducted.
7. IMPORTANT: Seller shall provide material safety data sheets for each product containing hazardous substances as listed by CA Dir. Ind. Rel. in CA Adm. Code, Title 8, Section 5194 and labor codes
8. If work is to be carried out on county property, vendor shall call purchasing and ascertain amounts and types of insurance required and provide proof of insurance before beginning work

FACILITIES MANAGEMENT

Facilities Management
Facilities Management Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Dispatch Via Email		
Purchase Order	Date	Revision
FMARC-0000088465	2020-03-30	
Payment Terms	Freight Terms	Ship Via
Net 30	FOB Destination, Freight Paid	BEST WAY
Buyer	Phone	Currency
David J. Valadez		USD

Vendor: 0000001339
Tilden-coil Constructors,
Inc.
3612 Mission Inn Ave
Riverside CA 92501
United States

Ship To: 6322-26000
Facilities Management
Facilities Management
Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Attention: Not Specified

Bill To: Facilities Management
Facilities Management
Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Tax Exempt? N

Tax Exempt ID:

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

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

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

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

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

Authorized Signature



COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department
2980 Washington St
Riverside, CA 92504
Phone: (951) 955-4937
Fax: (951) 955-3730

Page: 4 of 5

PURCHASE ORDER

Vendor Instructions

1. Packaging Slip showing P.O. number and contents must accompany each shipment.
2. No charge for packaging or drayage will be allowed except when specified in order.
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Riverside CA 92507
United States

Dispatch Via Email		
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FMARC-0000088465	2020-03-30	
Payment Terms	Freight Terms	Ship Via
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David J. Valadez		USD

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3612 Mission Inn Ave
Riverside CA 92501
United States

Ship To: 6322-26000
Facilities Management
Facilities Management
Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Attention: Not Specified

Bill To: Facilities Management
Facilities Management
Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Tax Exempt? N		Tax Exempt ID:		Replenishment Option: Standard			
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date

Insurance Requirements: Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. In regards to Worker's Compensation, the policy shall be endorsed to waive subrogation in favor of The County of Riverside.

Insurance requirements and limits can be found on the Risk Management website at: <http://riskmgmt.rc-hr.com/ContractLanguage/StandardContractLanguage.aspx>

Notice of Completion shall be finalized by the County Project Manager and provided to the Contractor and Purchasing. (Civil Code 9204)

*This service was processed under Board Policy B11 Emergency section and is exempt from bidding requirements. Email confirming emergency action is attached. Emergency action does not negate the payment and performance bonding and/or DIR project registration. This is the responsibility of the Project Manager.

COVID-19 EMERGENCY PROCUREMENT APPROVED BY SERGIO PENA.

=====

PO Approved by:
David Valadez, Procurement Contract Specialist
County of Riverside Purchasing and Fleet Services
2980 Washington Street, Riverside CA 92504
EDA Office Phone: (951) 955-7989
Email: DValadez@rivco.org

Authorized Signature

David Valadez



COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department
2980 Washington St
Riverside, CA 92504
Phone: (951) 955-4937
Fax: (951) 955-3730

Page: 5 of 5

PURCHASE ORDER

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Buyer	Phone	Currency
David J. Valadez		USD

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Tilden-coil Constructors,
Inc.
3612 Mission Inn Ave
Riverside CA 92501
United States

Ship To: 6322-26000
Facilities Management
Facilities Management
Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Attention: Not Specified

Bill To: Facilities Management
Facilities Management
Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Tax Exempt? N

Tax Exempt ID:

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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PR1119657 Requester:Tina York

Total PO Amount

2032220.00

Authorized Signature



Tilden-Coil Constructors, Inc.
COVID 19 Emergency Preparation Project
Proposal 3/27/20

Project Understanding

The project includes renovations required to the Existing Riverside County Regional Medical Center to create Negative Pressure as identified on RTM Engineering Consultants 95% CD Drawings dated 3/26/20. It is noted the Mechanical (HVAC) Scope of Work is furnished and Installed by ACCO Engineering Systems who is in direct contract with Riverside County EDA. Tilden-Coil Constructors will Manage and Coordinate ACCO Engineer Systems work, but the contractual relationship and payment for services rendered will be directly between ACCO Engineering Systems and Riverside County EDA.

Our proposal is based upon a cost-plus fee contract arrangement where backup is provided for all project expenses (open-book).

Contract Price

Contract Price is comprised of 1) Contractor Fee 2) General Conditions, 3) Allowances for Scopes of Work (Excluding Mechanical) shown on the above referenced drawings or as identified on the attached Program Budget.

Contractor Fee: Contractor fee shall be \$250,624, which is based upon 8.0% of the estimated final cost of construction, including the cost of the Mechanical Equipment (ACCO Engineer System), which is currently estimated to be \$3,132,800 million.

General Conditions Expenses: Attached is a General Conditions budget as well as a billable hourly rate schedule. General Conditions shall be billed on a time and material basis in accordance with the attached rates schedule and reimbursement for any General Conditions cost included. The general conditions budget is based upon a normal work schedule (no overtime or weekend hours).

Allowance for Scope of Work: The Budget establishes allowances for all anticipated scopes of work. Tilden-Coil Constructors will issue Time and Material Contracts with identified hourly rates to the following trades.

1. Caston, Inc. – Scaffold
2. Harry H J Construction – Demo and Containment
3. Canyon Steel – Structural Steel and Miscellaneous Metal
4. M-Tech Glass – Window Removal
5. JJ Roofing – Roof Patch
6. RIS Electrical – Electrical and Fire Alarm

Proposal Breakdown

Category	Total
Project Budget (1)	\$3,132,800
Fee (8%)	\$250,624
General Conditions	\$239,796
Sub-Total Construction	\$3,623,220
ACCO Engineer System	<\$1,600,00>
Total Contract Amount	\$2,032,220

Tilden-Coil Constructors will collect daily time and time tags for all work performed on the project. Tilden-Coil Constructors will manage the subcontractors and will keep the owner apprised of actual costs. Any excess balances in allowances be credited back to the owner at the end of the job after all overages have been accounted for and deducted from the credits.



There is a 10% contingency included in the attached budget of \$284,800 whose usage shall be monitored by the Tilden-Coil jointly with the Owner, for the Tilden-Coil's sole discretion, in covering costs which are properly reimbursable as Cost of the Work, but are not the basis for a Change Order. Contingency shall not be used for unforeseen conditions, owner changes, design errors or omissions, delays or other increases beyond the control of Tilden-Coil. Any excess balance in the contingency at the completion of the project will be credited back to the owner.

Please let me know if you have any questions at all.

Sincerely,

Marty Greenwood
Senior Project Manager
Tilden-Coil Constructors



HOURLY RATE SCHEDULE

**Tilden-Coil Constructors, Inc.
Billable Hourly Rate Schedule
FOR ADDITIONAL SERVICES & REIMBURSABLE HOURLY SERVICES**

Position	Standard Rate	Overtime Rate 1 1/2X	Weekend Rate 2X
President	\$200.00	\$300.00	\$400.00
Vice President	\$190.00	\$285.00	\$380.00
Production Director	\$180.00	\$270.00	\$360.00
Project Executive	\$180.00	\$270.00	\$360.00
Pre-Construction	\$165.00	\$247.50	\$330.00
Safety Officer	\$165.00	\$247.50	\$330.00
Sr. Project Manager	\$170.00	\$277.50	\$370.00
Sr. Superintendent	\$170.00	\$277.50	\$370.00
Scheduler	\$150.00	\$225.00	\$300.00
BIM Manager	\$165.00	\$247.50	\$330.00
BIM Tech with Equipment	\$225.00	\$337.50	\$450.00
Project Manager	\$165.00	\$247.50	\$330.00
Superintendent	\$165.00	\$247.50	\$330.00
Area/Assistant Superintendent	\$135.00	\$202.50	\$270.00
Assistant Project Manager	\$135.00	\$202.50	\$270.00
Sr. Project Engineer	\$135.00	\$202.50	\$270.00
BIM Technician	\$135.00	\$202.50	\$270.00
Preconstruction Manager	\$165.00	\$247.50	\$330.00
QA/QC Coordinator	\$120.00	\$180.00	\$240.00
BIM Specialist	\$110.00	\$165.00	\$220.00
Estimator	\$110.00	\$165.00	\$220.00
Labor Compliance Coordinator	\$110.00	\$165.00	\$220.00
Project Engineer	\$110.00	\$165.00	\$220.00
Accountant	\$105.00	\$157.50	\$210.00
Project Administrator	\$100.00	\$150.00	\$200.00
Project Engineer Intern	\$80.00	\$120.00	\$160.00

*Billable Hourly rates subject to increase after 12/31/2021



Building with Integrity Since 1952

Original: 03/27/20
Update: 03/27/20
Printed on: 03/27/20

* Anticipated Construction Start date is April 2019.

Riverside County Regional Medical Center - COVID 19 - Emergency Negative Pressure Contract

Const. Closeout Total

Days	Weeks	Months
60	8	2
30	4	1
90	13	3

Description		Qty	Unit	Unit Cost	Total	Conditions	Expense	Direct Cost to the Work
Construction Supervision								
Project Executive	0.87	wk		\$ 7,200	\$ 6,240	X		
Sr. Project Manager	8.67	wk		\$ 6,800	\$ 58,929	X		
Area/Assistant Superintendent	8.67	wk		\$ 5,400	\$ 46,796	X		
Safety Officer	3.03	wk		\$ 6,600	\$ 20,018	X		
Project Administrative Assistant	4.33	wk		\$ 4,000	\$ 17,332	X		
Post-Construction / Closeout Labor & Expenses								
Sr. Project Manager	4.33	wk		\$ 6,800	\$ 29,464	X		
Project Administrative Assistant	4.33	wk		\$ 4,000	\$ 17,332	X		
Construction Materials/Expenses								
Site Management								
Keypunch/Trash Dumpster Removal / Hauling	4	each		\$ 600	\$ 2,400	X		
Final Clean Up	1	ls		\$ 5,000	\$ 5,000	X		
Safety Measures								
Safety Equipment	1	ls		\$ 1,500	\$ 1,500	X		
Fire Prevention Equipment (Fire Extinguishers)	1	ls		\$ 2,000	\$ 2,000	X		
Traffic Control / Signage	1	ls		\$ 2,000	\$ 2,000	X		
Dust Control								
Construction Water								
Hydrant Meters								
SWPPP Implementation								
QSP Owner Reporting (weekly/quarterly/annual)								
QSD								
Weather Protection	1	ls		\$ 2,500	\$ 2,500	X		
Temporary Fencing								
Curbside/Security	1000	ft		\$ 8.50	\$ 8,500	X		
K-rail								
Parking								
Vandalism/Graffiti Repair								
Temporary Facilities & Storage								
Office Trailer Rental & Expenses								
Office Trailer Mobilization & Set up & tear down								
Office Trailer Alarm (includes monitoring)								
Storage Bins								
Project Signs	1	ea		\$ 1,000	\$ 1,000	X		
Temporary Utilities & Services								
Temp Power (The Into Existing)	1	ls		\$ 5,000	\$ 5,000	X		
Monthly Power (The Into Existing)								
Toilets / Hand Wash	2	mo		\$ 750	\$ 1,500	X		
Temp Lighting								
Extend Temp Utilities								



Original: 03/27/20
Update: 03/27/20
Printed on: 03/27/20

GENERAL CONDITIONS ESTIMATE

*Anticipated Construction Start date is April 2019.

Riverside County Regional Medical Center - COVID 19 - Emergency Negative Pressure Contract

	Const.	Close-out	Total
Days	60	30	90
Weeks	9	4	13
Months	2	1	3

Description	Qty	Unit	Unit Cost	Total	General Conditions	Owner Expense	Direct Cost of the Work
Equipment & Fuel							
Management Fuel	16.90	wk	\$ 150	\$ 2,535	X		
Supervision Fuel	8.67	wk	\$ 150	\$ 1,300	X		
Equipment Fuel				\$ -			X
Small Tools/Equipment Repair	2	ls	\$ 1,500	\$ 3,000	X		X
Equipment Rental				\$ -			X
On Site Transportation							X
Specialty Services							
Blueprints/Plans (Printing)	1	ls	\$ 2,000	\$ 2,000	X	X	X
Blueprints/Plans (Electronic Conversion/Software)				\$ -			
Photos/Video				\$ -			
Web Camera				\$ -			
Surveying				\$ -			
C.P.M. Schedule				\$ -	X		
Material Testing				\$ -		X	
Special Inspections				\$ -		X	
Soils Testing				\$ -		X	
Electronic File Archiving				\$ -			
Communication Services							
Project Telephones / Internet				\$ -		X	
Cellular Phones	3	mo	\$ 250	\$ 750	X		
Mobile/in Field Computing (tablets)				\$ -			
Project Management Software (Prolog)				\$ -			
Systems Installation/Network Config. (Trailer)				\$ -			
Office Equipment							
Office Equipment (Computers, Printers, Fax, etc)	3	mo	\$ 850	\$ 2,550	X		
Office Copier				\$ -		X	
Office Furnishings				\$ -		X	
Office Supplies	3	mo	\$ 350	\$ 1,050	X		
Office Cleaning				\$ -		X	
Drinking Water	3	mo	\$ 50	\$ 150	X		
Postage/Shipping	3	mo	\$ 150	\$ 450	X		
Travel Expenses							
Meetings				\$ -			
Promotion Expenses				\$ -			
Lodging				\$ -			
Meals				\$ -			
Soft Costs							
Owner Purchases				\$ -			
CM Insurance Expense							
Permits/Fees/Licenses	1	LS	\$ 500	\$ 500	X		



Original: 03/27/20
 Update: 09/27/20
 Printed on: 03/27/20

GENERAL CONDITIONS ESTIMATE

*Anticipated Construction Start date is April 2019.
**Riverside County Regional Medical
 Center - COVID 19 - Emergency
 Negative Pressure Contract**

Description		Qty	Unit	Unit Cost	Total	General Conditions	Owner Expenses	Direct Cost of the Work
Days		60	30		80			
Weeks		8	4		13			
Months		2	1		3			
Total								
Total								

**AMENDMENT NO. 1 TO AGREEMENT IN ASSOCIATION
WITH PURCHASE ORDER FMARC-0000088363
(PURCHASE REQUISITION PR1119281)**

THIS Amendment to AGREEMENT, is entered into this 19th day of March 2020, by and between ACCO ENGINEERED SYSTEM INC., a California Corporation, hereinafter called "Contractor," and the County of Riverside, hereinafter called "County."

A. The recent outbreak of the novel coronavirus (COVID-19) has been having a significant impact on the global economy. In particular, the impact on the tourism and hospitality industries has been devastating. On March 11, 2020, the World Health Organization declared that the outbreak of COVID-19 constitutes a "pandemic". Public health responses have included travel restrictions, quarantines, and curfews.

B. This Agreement is entered into pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020, Executive Order N-25-20, and other Executive Orders related thereto, in response to COVID-19, and is directly related to that emergency and necessary for the preservation of public health and safety. County enters into this Agreement as a political subdivision of the State of California and in reliance upon the aforementioned proclamation and executive order that County will seek reimbursement from the State of California and the federal government to make County whole for its expenditures related thereto. All provisions of this Agreement shall be read and construed in a manner that is consistent with this stated purpose.

C. Under **Purchase Order FMARC-0000088363 (Purchase Requisition PR1119281)**, (the "Agreement"), the Contractor agreed to, and did begin performance to furnish all labor, materials, parts, equipment, tools, supervision, services, transportation, waste disposal, facilities and other required items necessary to complete Fabrication and installation of equipment for conversion of rooms to create Negative Pressure isolation rooms per RTM Engineering Consultants 95% CD Drawings at RUHS main hospital building, in accordance with all of the Contract Documents for the COVID 19 Emergency Preparation Project (the "Project").

D. In April of 2020, the County notified Contractor that it desires to cancel the Project and terminate this Agreement and that the Contractor shall cease all performance on the Project.

E. The parties desire to amend this Agreement to provide for the final contract amount due to the Contractor and to close out this Agreement due to the termination.

The parties mutually agree as follows:

1. CONTRACT TERMINATION: On April 15, 2020, the Project was cancelled, and the Agreement is hereby terminated effective on April 15, 2020 and of no further legal force and effect.

2. COMPENSATION TO BE PAID TO CONTRACTOR: The County previously agreed to Contractor's fee of \$Two Million, Four Hundred Seven Thousand, Eight Hundred Thirty-Four Dollars (\$2,407,834.00), including \$898,700 for Equipment which has already been paid. Due to the emerging changes in conditions associated with COVID-19, this Project has been cancelled and the Agreement is hereby terminated. Due to the termination of the Agreement, the new compensation due to Contractor for all work performed up to the date of termination, shall be One Hundred Fifty-Six Thousand Two Hundred Eighty Dollars and Twenty-One Cents (\$156,280.21), which is the final amount due to the Contractor under this Agreement. Any payments made by the County to date to the Contractor shall be credited against the consideration amount and the County shall pay the remaining balance. The Contractor agrees that the \$156,280.21 is the full and final amount due to Contractor for this Agreement for any work performed on this Project.

Contractor shall deliver to the County all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by Contractor in performance of the Work, whether completed or in progress. The Parties mutually agree to release, waive and discharge each other and their agents and representatives, from any and all claims, demands, obligations or actions resulting from or relating to this Agreement that each may have against the other by reason of this Agreement.

3. REPRESENTATIVES:

- a) The Contractor's designated representatives for this contract and project are:

Contractor's Project Manager – Tri Trac

Contractor's Administrative Representative - Sindisiwe Mafu

Contractor's legal type of organization: Mechanical Design, Construction and Service.

List names of all persons who have authority to bind the Contractor:

please refer to ACCO's Corporate Resolution (attached)

b) The County's designated representatives for this contract and project are:

County's Project Manager – Nahid Selbe

County's Administrative Representative – Rose Salgado

4. ADDITIONAL TERMS AND CONDITIONS:

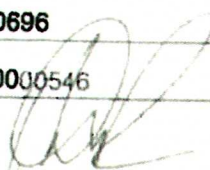
Attachment B hereto and incorporated herein are the County Conditions for the construction of Project referenced in the original Purchase Order (FMARC-0000088363) issued by County.

Any and all terms referring to a standard bidding process, bidding documents or lump sum cost are hereby deleted as this is considered an Emergency Contract and was let pursuant to Public Contract Code Section 22050 et seq.

[Signature Provisions on following Page]

COVID 19 EMERGENCY PREPARATION PROJECT
CONTRACT #: FMARC-88465-88363

AGREED:

Firm Name:	ACCO ENGINEERED SYSTEMS INC.		
Address:	Dept 71152, P.O. Box 847360, Los Angeles, CA 90084		
Contractor's License No.	120696	Expires:	12/31/2021
DIR Registration No:	1000000546		
Signature:			
	Date: 8/4/2020		
Name and Title:	Hugh Palmer Risk Manager - Contracts		

COUNTY OF RIVERSIDE

By: Karen S. Spiegel
KAREN SPIEGEL
Chairman

Board of Supervisors

ATTEST:

KECIA R. HARPER

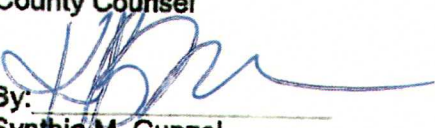
Clerk of the Board

By: 
Deputy

(SEAL)

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Synthia M. Gunzel
Chief Deputy County Counsel

Amendment to Agreement with ACCO Engineered Systems Inc.

COVID 19 EMERGENCY PREPARATION PROJECT
CONTRACT #: FMARC-88465 88363

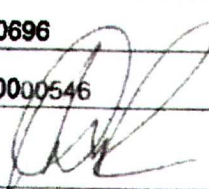
ATTACHMENT A

(RUHS Covid-19 Emergency Preparation Project
Main Hospital, 28520 Cactus Avenue, Moreno Valley, CA 92555

1. The Contractor shall furnish all travel, parts, labor, materials, rentals, equipment, disposal, transportation and supervision necessary to provide tenant improvements for COVID-19 Emergency Preparedness Project at Riverside University Health System in Moreno Valley, California. This work is required due to COVID-19 surge concerns, condition, and infectious disease concerns, immediate action is required to convert two rooms to Negative Space areas. Failure to do so immediately will promote imminent health safety and welfare concerns for hospital staff and general public in the form of; spread of infectious disease, non-regulatory compliance, health issues with potential for illness / loss of life, with the associated county risk and liabilities. Trades include, but not limited to; electrical, HVAC, fire sprinkler etc. Work to be performed in strict accordance with RTM Engineering Consultants 95% CD Drawings dated 3/26/20 and all items discussed at the job walk.
2. Additional requirements:
 - Contractor must perform all work in strict accordance with all applicable Federal, State and Local building codes and requirements to ensure the project meets County design, intent and performance requirements.
 - Contractor shall comply with all Federal, State and Local, rules and regulations that in any manner affect the work. Special attention is called, but not limited to, the Local environmental ordinances. Ignorance on the part of the bidder will in no way relieve him/her from responsibility of compliance with all said laws, ordinances, rules and regulations.
 - All work to be performed during regular business hours.
 - In regards to all fire related work, it is the contractor's responsibility to submit shop drawings to the County of Riverside Fire Department and all documentation to obtain a permit from the County of Riverside Fire Department. To coordinate all fire department inspections and submit the final inspection approval card to the County prior to approval of final payment.
 - All dusty or noisy work to be performed after hours or on weekends.
 - Certified Payroll is required on this project. See County Conditions.

COVID 19 EMERGENCY PREPARATION PROJECT
CONTRACT #: FMARC-88465 88363

AGREED:

Firm Name:	ACCO ENGINEERED SYSTEMS INC.	
Address:	Dept 71152, P.O. Box 847360, Los Angeles, CA 90084	
Contractor's License No.	120696	Expires: 12/31/2021
DIR Registration No:	1000000546	
Signature:	 Date: 8/4/2020	
Name and Title:	Hugh Palmer Risk Manager - Contracts	

COUNTY OF RIVERSIDE

By: _____

Chairman

Board of Supervisors

ATTEST:

KECIA R. HARPER

Clerk of the Board

By: _____

Deputy

(SEAL)

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____

Synthia M. Gunzel
Chief Deputy County Counsel

Amendment to Agreement with ACCO Engineered Systems Inc.

COVID 19 EMERGENCY PREPARATION PROJECT
CONTRACT #: FMARC-88465 88363

ATTACHMENT A

(RUHS Covid-19 Emergency Preparation Project
Main Hospital, 26520 Cactus Avenue, Moreno Valley, CA 92555

1. The Contractor shall furnish all travel, parts, labor, materials, rentals, equipment, disposal, transportation and supervision necessary to provide tenant improvements for COVID-19 Emergency Preparedness Project at Riverside University Health System in Moreno Valley, California. This work is required due to COVID-19 surge concerns, condition, and infectious disease concerns, immediate action is required to convert two rooms to Negative Space areas. Failure to do so immediately will promote imminent health safety and welfare concerns for hospital staff and general public in the form of; spread of infectious disease, non-regulatory compliance, health issues with potential for illness / loss of life, with the associated county risk and liabilities. Trades include, but not limited to; electrical, HVAC, fire sprinkler etc. Work to be performed in strict accordance with RTM Engineering Consultants 95% CD Drawings dated 3/26/20 and all items discussed at the job walk.

2. Additional requirements:
 - Contractor must perform all work in strict accordance with all applicable Federal, State and Local building codes and requirements to ensure the project meets County design, intent and performance requirements.
 - Contractor shall comply with all Federal, State and Local, rules and regulations that in any manner affect the work. Special attention is called, but not limited to, the Local environmental ordinances. Ignorance on the part of the bidder will in no way relieve him/her from responsibility of compliance with all said laws, ordinances, rules and regulations.
 - All work to be performed during regular business hours.
 - In regards to all fire related work, it is the contractor's responsibility to submit shop drawings to the County of Riverside Fire Department and all documentation to obtain a permit from the County of Riverside Fire Department. To coordinate all fire department inspections and submit the final inspection approval card to the County prior to approval of final payment.
 - All dusty or noisy work to be performed after hours or on weekends.
 - Certified Payroll is required on this project. See County Conditions.

COVID 19 EMERGENCY PREPARATION PROJECT
CONTRACT #: FMARC-88465 88363

-
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Pursuant to Labor Code section 1771.1, any contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, must be currently registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. No contractor or subcontractor may be awarded without proof of current registration, to perform public works.
 - Pursuant to Labor Code Section 1861, the Contractor gives the following certification: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract."

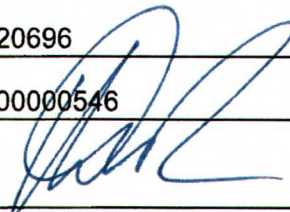
COVID 19 EMERGENCY PREPARATION PROJECT
CONTRACT #: FMARC-88465 88363

ATTACHMENT B

FMARC-0000088363

COVID 19 EMERGENCY PREPARATION PROJECT
CONTRACT #: FMARC-~~88465~~-88363

AGREED:

Firm Name:	ACCO ENGINEERED SYSTEMS INC.	
Address:	Dept 71152, P.O. Box 847360, Los Angeles, CA 90084	
Contractor's License No.	120696	Expires: 12/31/2021
DIR Registration No:	1000000546	
Signature:	 Date: 8/4/2020	
Name and Title:	Hugh Palmer Risk Manager - Contracts	

COUNTY OF RIVERSIDE

By: _____

Chairman

Board of Supervisors

ATTEST:

KECIA R. HARPER

Clerk of the Board

By: _____

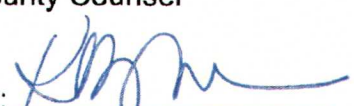
Deputy

(SEAL)

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

By: 
Synthia M. Gunzel
Chief Deputy County Counsel

Amendment to Agreement with ACCO Engineered Systems Inc.



COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department
2980 Washington St
Riverside, CA 92504
Phone: (951) 955-4937
Fax: (951) 955-3730

Page: 1 of 5

PURCHASE ORDER

Vendor Instructions

1. Packaging Slip showing P.O. number and contents must accompany each shipment.
2. No charge for packaging or drayage will be allowed except when specified in order.
3. No partial billings except when specified in the order.
4. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS ORDER. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY THE BUYER.

5. MAIL INVOICE TO THE ADDRESS SHOWN BELOW. SHOW PURCHASE ORDER NUMBER AND ORDERING DEPARTMENT.
6. Out of state vendors MUST show CA Board of Equalization Permit Number. Otherwise, sales tax will be deducted.
7. IMPORTANT: Seller shall provide material safety data sheets for each product containing hazardous substances as listed by CA Dir. Ind. Rel. in CA Adm. Code, Title 8, Section 5194 and labor codes
8. If work is to be carried out on county property, vendor shall call purchasing and ascertain amounts and types of insurance required and provide proof of insurance before beginning work

FACILITIES MANAGEMENT

Facilities Management
Facilities Management Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Dispatch Via Email		
Purchase Order FMARC-0000088363	Date 2020-03-23	Revision
Payment Terms Due Now	Freight Terms FOB Destination, Freight Paid	Ship Via BEST WAY
Buyer David J. Valadez	Phone	Currency USD

Vendor: 0000055402
ACCO Engineered System
Inc
Dept 71152
PO Box 847360
Los Angeles CA 90084
United States

Ship To: See Detail Below

Attention: Not Specified

Bill To: Facilities Management
Facilities Management
Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Tax Exempt? N		Tax Exempt ID:		Replenishment Option: Standard			
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date

1 - 1	Furnish and deliver per approved submittal - (6) VEKTOR-H-24 Fume Exhaust EF; (6) curbs w/integrated backdraft dampers; (6) BOAS units to be installed for the COVID-19 Emergency Preparation		1.00	DOL	898700.00	898700.00	05/22/2020
-------	---	--	------	-----	-----------	-----------	------------

Ship To: 26250 Cactus Ave
Moreno Valley CA
92555
United States

Schedule Total 898700.00

Item Total 99836 898700.00

This Purchase Order is being issued at the request of the County of Riverside Economic Development Agency for a Public Works project for the Riverside University Health Systems.

The Contractor shall furnish all labor, materials, parts, equipment, tools, supervision, services, transportation, waste disposal, facilities and other required items necessary to complete the following work in strict accordance with all of the Contract Documents.

PREVAILING WAGES AND LABOR CODE REQUIREMENTS

This is a public works project and may be subject to compliance monitoring and enforcement by the California Department of Industrial Relations. The awarded bidder shall comply with all applicable provisions of the California State Labor

Authorized Signature



COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department
2980 Washington St
Riverside, CA 92504
Phone: (951) 955-4937
Fax: (951) 955-3730

Page: 2 of 5

PURCHASE ORDER

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FACILITIES MANAGEMENT

Facilities Management
Facilities Management Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Dispatch Via Email		
Purchase Order	Date	Revision
FMARC-0000088363	2020-03-23	
Payment Terms	Freight Terms	Ship Via
Due Now	FOB Destination, Freight Paid	BEST WAY
Buyer	Phone	Currency
David J. Valadez		USD

Vendor: 0000055402
ACCO Engineered System
Inc
Dept 71152
PO Box 847360
Los Angeles CA 90084
United States

Ship To: See Detail Below

Attention: Not Specified

Bill To: Facilities Management
Facilities Management
Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Tax Exempt? N		Tax Exempt ID:		Replenishment Option: Standard		
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt Due Date

Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor and other requirements, including but not limited to Labor Code Sections 1771.4, 1773.1, 1774, 1775, 1776, 1777.5, 1813 and 1815. It is the Contractors responsibility to upload their eCPR under the project ID noted below.

Note: per Per DIR Newsline #2017-52 Small Project Exemptions will be effective July 1, 2017. This exemption is from DIR contractor registration and PWC-100 project registration by the Awarding Body. It does not exempt the Contractor from the payment of prevailing wage rates.

Project Description and location: RUHS Equipment - COVID-19 ER Prep

DIR PROJECT ID: #324955 for Certified Payroll Records (CPR) reporting
Contractor's DIR Registration: 1000000546
Contractor's License: 120696
PWC-100 filed: 03/23/2020
Project Name: RUHS EQUIPMENT COVID-19
Project #: FM08430010494
Contract #: FMARC-88363
County Project Manager: TINA YORK

Applicable payment and performance bonds for projects exceeding \$25,000 (Civil Code 9550) as well as endorsed certificates of insurance must be received prior to start of project. Collecting bonding documentation and insurance is the responsibility of the PCS and/or County Project Manager prior to issuance of PO. If this PO is received and the above responsibilities have not been met, contact the County Project Manager and/or PCS.

Terms and Conditions: Unless otherwise stated in bid request documents and/or contract documents, terms and conditions for informal public works projects are in accordance with the following: 116-220 General Conditions Public Works under

Authorized Signature



COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department
2980 Washington St
Riverside, CA 92504
Phone: (951) 955-4937
Fax: (951) 955-3730

Page: 3 of 5

PURCHASE ORDER

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FACILITIES MANAGEMENT

Facilities Management
Facilities Management Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Dispatch Via Email		
Purchase Order	Date	Revision
FMARC-0000088363	2020-03-23	
Payment Terms	Freight Terms	Ship Via
Due Now	FOB Destination, Freight Paid	BEST WAY
Buyer	Phone	Currency
David J. Valadez		USD

Vendor: 0000055402
ACCO Engineered System
Inc
Dept 71152
PO Box 847360
Los Angeles CA 90084
United States

Ship To: See Detail Below

Attention: Not Specified

Bill To: Facilities Management
Facilities Management
Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Tax Exempt? N

Tax Exempt ID:

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
	\$25k or 116-222 General Conditions-Public Works over \$25k. T&C's can be found on the Purchasing and Fleet Services website at http://www.purchasing.co.riverside.ca.us/Terms.aspx						

CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnites) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnites in any claim or action based upon such alleged acts or omissions.

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

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

Authorized Signature



COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department
2980 Washington St
Riverside, CA 92504
Phone: (951) 955-4937
Fax: (951) 955-3730

Page: 4 of 5

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FACILITIES MANAGEMENT

Facilities Management
Facilities Management Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Dispatch Via Email		
Purchase Order FMARC-0000086363	Date 2020-03-23	Revision
Payment Terms Due Now	Freight Terms FOB Destination, Freight Paid	Ship Via BEST WAY
Buyer David J. Valadez	Phone	Currency USD

Vendor: 0000055402
ACCO Engineered System
Inc
Dept 71152
PO Box 847360
Los Angeles CA 90084
United States

Ship To: See Detail Below

Attention: Not Specified

Bill To: Facilities Management
Facilities Management
Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Tax Exempt? N		Tax Exempt ID:		Replenishment Option: Standard			
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date

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

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

Insurance Requirements: Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. In regards to Worker's Compensation, the policy shall be endorsed to waive subrogation in favor of The County of Riverside.

Insurance requirements and limits can be found on the Risk Management website at:
<http://riskmgmt.rc-hr.com/ContractLanguage/StandardContractLanguage.aspx>

Notice of Completion shall be finalized by the County Project Manager and provided to the Contractor and Purchasing. (Civil Code 9204)

*This service was processed under Board Policy B11 Emergency section and is exempt from bidding requirements. Email confirming emergency action is

Authorized Signature



COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department
2980 Washington St
Riverside, CA 92504
Phone: (951) 955-4937
Fax: (951) 955-3730

Page: 5 of 5

PURCHASE ORDER

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FACILITIES MANAGEMENT

Facilities Management
Facilities Management Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Dispatch Via Email		
Purchase Order FMARC-0000088363	Date 2020-03-23	Revision
Payment Terms Due Now	Freight Terms FOB Destination, Freight Paid	Ship Via BEST WAY
Buyer David J. Valadez	Phone	Currency USD

Vendor: 0000055402
ACCO Engineered System
Inc
Dept 71152
PO Box 847360
Los Angeles CA 90084
United States

Ship To: See Detail Below

Attention: Not Specified

Bill To: Facilities Management
Facilities Management
Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Tax Exempt? N

Tax Exempt ID:

Replenishment Option: Standard

Line- Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
--------------	------------------	--------	----------	-----	----------	--------------	----------

attached. Emergency action does not negate the payment and performance bonding and/or DIR project registration. This is the responsibility of the Project Manager.

PO Approved by:
David Valadez, Procurement Contract Specialist
County of Riverside Purchasing and Fleet Services
2980 Washington Street, Riverside CA 92504
EDA Office Phone: (951) 955-7989
Email: DValadez@rivco.org

Total PO Amount

898700.00

Authorized Signature

David Valadez



BID CONTRACT

Page 1 of 2

Corporate Office: 888 E. Walnut Street, Pasadena, CA 91101
Telephone: (800) 998-2226 Fax: (818) 548-4402

JOB #

Principle Offices: San Carlos Concord Sacramento Orange County Santa Clara San Diego San Leandro Seattle, WA

QUOTATION TO:

Dave Baucom
Riverside University Health System
26520 Cactus Ave
Moreno Valley, CA 92555

JOB NAME/ADDRESS:

Riverside University Health System
26520 Cactus Ave
Moreno Valley, CA 92555

THE CONDITIONS PRINTED EITHER ON THE REVERSE SIDE OR ATTACHED ARE PART HEREOF.

This work or price quotation does not include detection, abatement, encapsulation or removal of asbestos or products, materials, or equipment containing asbestos.

SCOPE OF WORK:

ACCO Engineered Systems is pleased to furnish and deliver (6) Exhaust Fans and (6) Dedicated Outside Air System (DOAS) AC Units to the location referenced above. *Equipment submittals approved to be released by RTMEC March 18, 2020.*

Scope of work

- Furnish and deliver (6) VEKTOR-H-24 Fume Exhaust EF per approved submittal.
- Furnish and deliver (6) curbs with integrated backdraft dampers.
- Furnish and deliver (6) DOAS units.
- Equipment order includes manufacturers expedite option.
- Work to be performed both during normal hours.

"Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P. O. Box 26000, Sacramento, CA 95826."

California State License No. 120696

The total price of this work is **\$898,691.00**, including all taxes. Terms of payment, unless modified above, are: 0 down payment and the balance due upon the receipt of invoice.

Your signed acceptance of this Bid Contract within 30 days from March 18, 2020 shall, upon the acceptance of the Seller, constitute a contract to perform the work described above, including all Terms and Conditions contained herein.

Seller shall be defined to mean ACCO Engineered Systems or its assigns.

Buyer shall be defined to mean the Owner, Owners/Agent, Builder, Architect, lessees, or any person acting on behalf of any of the foregoing.

Prepared in duplicate March 18, 2020.

Prepared for
ACCO Engineered Systems

By: 

Tri Trac, P.E., Project Manager

ACCEPTED for BUYER:

By: 

(Authorized Signature)

ACCEPTED for SELLER:

By: _____

(Authorized Signature)

Name/Title: _____

Name/Title: _____

Date of Acceptance _____

Date of Acceptance: _____



TERMS AND CONDITIONS TO BID CONTRACT
Page 2 of 2

1. All work shall be performed during normal working hours unless otherwise stated herein.
2. ACCO Engineered Systems agrees to maintain in full force and effect a Workmen's Compensation Insurance policy and a Comprehensive Liability Insurance policy in substantial amounts to protect all parties to this agreement, furnishing certificates of insurance, if required by Buyer.
3. Buyer shall prepare the premises to permit free movement and erection of materials, providing necessary openings, supports, cutting, patching, necessary public utility and steam services, and pay all fees in accordance with codes and ordinances unless otherwise indicated in this Bid Contract.
4. In the event that the Seller encounters any asbestos product or material in the course of performing its work, the Seller shall have the right to immediately discontinue its work and remove its employees from the project, or that portion of the project wherein such product or materials were encountered, until such time as any hazards connected therewith are abated, encapsulated or removed and/or it is determined that no hazard exists; further, Seller shall receive an extension of time to complete its work and compensation for delays encountered and compensation for any change in the sequence of method or its work occasioned as a consequence of said encounter.
5. ACCO Engineered Systems extends manufacturer's standard warranties on all new equipment, misuse or abuse excepted, for a period not to exceed one year from date of first beneficial use, which shall be defined as the Start-up Date. ACCO Engineered Systems guarantees all repaired materials, parts and labor for a period of ninety (90) days from the date of first beneficial use. There are no warranties, expressed or implied, other than the above unless so noted herein.
Seller shall not be liable for any consequential damages including, but not limited to, liquidated damages, loss of rent, interest expense, extended overhead or any other delay damages of any kind, nature or description. It is expressly understood and agreed that the only liability of Seller is to replace defective workmanship or material as herein above set forth.
6. ACCO Engineered Systems agrees that for a period of ninety (90) days following the initial operation of the installation, it will replace any refrigerant loss caused by defects in the equipment, material, parts, or workmanship furnished under this contract. Replacement of refrigerant due to failure or defects other than items furnished by Seller is not included as a part of this agreement.
7. ACCO Engineered Systems shall not be liable for the corrosive or erasive action of liquids and/or gases upon the equipment specified and no part of such equipment shall be deemed defective by reason of its failure to resist physical or chemical action of such elements or items upon such equipment.
8. This agreement shall not be binding until duly accepted by an authorized officer of ACCO Engineered Systems. No person has authority to make or claim any representation, warranty, term, promise, or condition, expressed or implied, statutory or otherwise, which is not expressed herein. This agreement constitutes the entire agreement between the parties and supersedes and revokes any previous agreement, written or oral, with respect to the labor and equipment covered hereby and may not be amended or modified except in writing executed by the parties hereto.
9. Under no circumstances shall the liability of Seller arising out of the sale or erection of the equipment hereunder, or arising out of its use, whether on warranties or otherwise, in any case exceed the lesser of the following: (a) Cost of correcting defects in the equipment or workmanship; or (b) the difference in value between the installation as installed and the cost of the original installation thereof, if installed strictly as in the contract documents set forth. And in no event shall any claims be made by either party against the other for consequential damages.
10. The Seller shall not be bound by any plans and specifications or conditions, existing or otherwise, that have not been presented to or delivered to it for the purpose of submitting this bid, nor shall the Seller be bound by any city ordinances, State laws or other governmental regulations not in effect at the time of submitting this bid, or which had become obsolete and which no longer was enforced by such public body enacting the same.
11. The Seller shall be excused for any delay in completion of this Bid Contract caused by acts of God, including but not limited to, wind, rain, flood, storm, landslide, subsidence and earthquake; acts of neglect of owner or architect or by any employee or agent of either; acts of neglect of separate contractors employed by owner; acts of public utilities or governmental or public bodies or their agents; material shortages; labor trouble, labor slowdowns; strikes; union activity causing a reduction in productivity; fire; casualty; delay in transportation; changes ordered in the work; failure of Buyer to make payments to Seller as required under this Bid Contract, or other causes beyond the reasonable control of Seller, any of which shall automatically entitle Seller to reasonable or necessary extensions of the completion date of the work and to an equitable adjustment of the contract price to compensate Seller for all costs and expenses of additional labor, service, equipment or material and extended overhead resulting from any such delay.
If any of the materials specified are not readily available, the Seller may substitute equally efficient materials or fixtures of generally similar character in lieu of the equipment, materials or fixtures specified, and it shall allow any differential between the original cost of the materials specified and the materials furnished.
In the event of inability to obtain labor at union scale or without paying a premium above such scale, Seller may delay performance until same shall be obtainable without premium payment or at the option of the Buyer the latter may require the use of materials or labor requiring the payment of such excess cost, but upon condition that the Buyer shall pay such excess.
12. No additional work will be performed unless it is authorized in writing by the Buyer. If the Buyer refuses to sign a written work authorization or change order for the extra work, Seller reserves the right to refuse to perform the extra work.

13. Should either party hereto bring suit in court to enforce the terms hereof, any judgment awarded shall include court costs and reasonable attorney's fees to the successful party.
14. Seller assumes no responsibility for the design on those jobs where Seller prepares working or shop drawings from designs furnished by others. Seller assumes no responsibility whatsoever for design or operative end result under any contract unless there is affirmatively stated on the obverse side of this Bid Contract, a direct undertaking on Seller's part so to do.
15. Seller may suspend further performance under this Bid Contract upon three (3) days written notice to the Buyer in the event the Buyer is in breach of this Bid Contract for breach other than non-payment. Notice need not be given if work is suspended due to non-payment or due to the failure of the Buyer to pay for change orders as provided herein. In the event Seller elects to suspend performance, Seller shall be entitled to remobilization costs, including profit and overhead, upon the Buyer bringing payments current or issuing proper change orders for extra work. Such costs will equal actual losses sustained by Seller in terminating and restarting work.
16. This contract is entered into upon the understanding that in the prosecution of any work herein specified Seller will be allowed sufficient time for the performance of said work on the basis of a normal eight-hour day, and in the event that Buyer or any subcontractor require Seller to perform such labor on an overtime basis, then such additional expense of every kind and character as Seller may be required to incur on account of said overtime labor, shall constitute an additional charge herein.
17. It is agreed that Buyer is to provide without cost to Seller, proper hoisting conveyances and scaffolding (including the use of engineer) at times so as to not delay Seller's part of the work, unless otherwise indicated in this proposal.
18. Any loss or damage to Seller's work, materials or equipment occurring at the site of the project occasioned by fire, flood, earthquake, windstorm, riot or civil commotion shall be protected by Builders Risk Insurance procured by the contractor or owner without cost to Seller and Seller shall receive a proportionate share of the amount of any payment loss under any such policy or policies according as Seller's interest may appear.
19. Notwithstanding any provision in the plans, specifications, contract between prime contractor and owner, general conditions, or any contract documents executed by and between contractor and owner having to do with the subject now stated, Seller shall not be liable for the cost of correcting defects occasioned by the acts or omissions of employees of other subcontractors, the prime contractor, owner or any segregated contractor, to work performed by Seller. Before Seller proceeds with any corrective work to repair such damage, the prime contractor, owner or other person contracting with Seller in this Bid Contract, shall give Seller an unqualified instruction to proceed with the work upon their responsibility to compensate Seller therefor as an extra.
20. The Seller expressly reserves the right to assign all or an portion of its rights and/or duties under this Bid Contract with or without notice to the Buyer herein.
21. In the event of a conflict between the terms and conditions of this Bid Contract and terms and conditions stated in the plans and specifications, or any other contract document, including the prime contract between owner and prime contractor, the terms of this Bid Contract shall govern.
22. If, in Seller's opinion, Buyer's credit becomes impaired, Seller may, at its option, suspend work and deliveries under this contract until it has received full settlement or security for services rendered and is satisfied as to Buyer's credit for further shipments. If Buyer fails or refuses to make such payment, or give such security, then the full amount due under this contract at such time, for labor and material and/or equipment furnished shall immediately become due and payable and Seller shall have the right and the option to terminate this agreement. In the event that a suspension of this contract is required because of Buyer's doubtful credit, an extension of the time fixed for the performance of this contract equal to the time of such suspension, shall automatically occur. If legal action is filed to effect collection of any sums due hereunder, Seller shall be entitled to reasonable attorney fees in addition to all other damages found to be due hereunder.

ACCEPTED for BUYER:

By: _____
(Authorized Signature)

Name/Title: _____

Date of Acceptance: _____

York, Tina

From: David Baucom <d.baucom@ruhealth.org>
Sent: Wednesday, March 18, 2020 2:34 PM
To: Tri Trac
Cc: Pena, Sergio @EDA; York, Tina; Selbe, Nahid; Ruben Bretado; Tyler Rowe
Subject: RE: [EXTERNAL] 2nd Floor Negative Pressure Project

Follow Up Flag: Follow up
Flag Status: Flagged

Yes you are approved to order.

Thanks.

David Baucom
Executive Director, Facilities, Design and Development
Riverside University Health System - Medical Center & Clinics
26520 Cactus Avenue, Moreno Valley, CA 92555
O: (951) 486-7575 C: (951) 388-0515
D.Baucom@RUHealth.org

From: Tri Trac <ttrac@accoes.com>
Sent: Wednesday, March 18, 2020 1:04 PM
To: David Baucom <d.baucom@ruhealth.org>
Cc: Sergio Pena <sepena@rivco.org>; Tina York <TRYork@rivco.org>; Nahid Selbe <NSelbe@rivco.org>; Ruben Bretado <rbretado@accoes.com>; Tyler Rowe <trowe@accoes.com>
Subject: [EXTERNAL] 2nd Floor Negative Pressure Project

CAUTION: This email originated from outside of **Riverside University Health System's** email system.
DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Dave,

Please accept this email as an authorization to proceed to order six (6) exhaust fans and six (6) DOAS units to be used for the 2nd floor negative pressure project and the ED area. A formal quotation for the equipment only will come shortly along with a separate proposal to install associated ductwork.

Please confirm.

Regards,

Tri Trac, P.E. | Senior Project Manager | ACCO Engineered Systems Inc.
888 East Walnut Street | Pasadena, California | 91101
OFFICE: (818) 244-6571 main | (800) 998-2226 - 24 Hour Service Dispatch
DIRECT: (818) 648-2720 cell | email: ttrac@accoes.com | www.accoes.com

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