

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



ITEM: 3.17  
(ID # 15601)

**MEETING DATE:**

Tuesday, September 14, 2021

**FROM :** FACILITIES MANAGEMENT AND RIVERSIDE UNIVERSITY HEALTH SYSTEM :

**SUBJECT:** FACILITIES MANAGEMENT (FM) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM: Riverside University Health System Medical Center Radiology Rooms F1068/1046 Computerized Tomography Scanner Replacement Project - California Environmental Quality Act Exempt, Approval of In-Principle, Preliminary Design Development Budget, and Approval of Architectural Services Agreement with RASC Engineering, Inc., District 5. [\$206,600, 100% RUHS Enterprise Fund 40050]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Riverside University Health System Medical Center Radiology Rooms F1068/1046 Computerized Tomography Scanner Replacement (RUHS-MC Radiology Room CT Scanner Replacement) Project for inclusion in the Capital Improvement Program (CIP);
2. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 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 8/10/2021   
Jennifer Cruikshank, Chief Executive Officer - Health System 8/12/2021

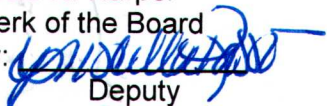
---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Perez 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: September 14, 2021  
xc: FM, RUHS

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. Approve in-principle the RUHS-MC Radiology Room CT Scanner Replacement Project located in Moreno Valley, California; for the replacement of the end-of-life CT scanner equipment located in Radiology Room F1068/1046;
4. Approve a preliminary design development budget in the amount not to exceed of \$206,600 for the Project;
5. Authorize the use of RUHS Enterprise Fund 40050 in the amount not to exceed \$206,600 for the preliminary design work, including reimbursement to Facilities Management (FM) for incurred project related expenses;
6. Approve the attached Professional Services Agreement for Architectural Services between the County of Riverside (County) and RASC Engineering, Inc. (RASC) of Rancho Cucamonga, California, in the amount not to exceed \$156,600, and authorize the Chair of the Board to execute the agreement on behalf of the County;
7. Authorize the Director of Facilities Management, or her designee, to administer the Professional Services Agreement with RASC in accordance with applicable Board policies;
8. 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
9. Authorize the Purchasing Agent to execute pre-qualified consultant service agreement not to exceed \$100,000 per pre-qualified consultant, per fiscal year, in accordance with applicable Board policies for this project, and the sum of all contracts shall not exceed \$206,600.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 206,600	\$ 0	\$ 206,600	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> RUHS Enterprise Fund 40050 - 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2021/22	

**C.E.O. RECOMMENDATION:** Approve



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

**BACKGROUND:**

**Summary**

The CT scanner located within the Medical Center's Radiology Room 1068 has reached the end of its life cycle. The twelve-year-old unit is not operating at current community standards and cannot keep up with the needs of stroke, trauma and cardiac patients due to increased downtime for repairs. As a result, hospital staff are currently relying on one scanner for all hospital patients, including biopsies and CT Interventional procedures. The stroke and trauma team have identified the replacement of the CT scanner as a high priority in the delivery of patient care, including emergency department patients. The new scanner will require part of Radiology Room F1046 to be remodeled to accommodate the scanner and meet code requirements.

On August 27, 2019, Item 3.13, the Board of Supervisors (Board) approved the amended pre-qualified list of architectural, engineering, and design professional consulting firms to be retained on an as-needed basis. Due to their experience, Facilities Management (FM) has selected RASC of Rancho Cucamonga, California from the pre-qualified list to provide architectural services to the Project.

Facilities Management recommends the Board approve the RUHS-MC Radiology Room CT Scanner Replacement Project; the preliminary design development budget in the not to exceed amount of \$206,600; and the architectural services agreement with RASC Engineering in the amount of \$156,600 to proceed with the project design. FM will return to the Board upon completion of the design phase for approval of a project budget and will pursue the most cost-effective project delivery method and award in accordance with applicable Board policies.

With certainty, there is no possibility that the RUHS-MC Radiology Room CT Scanner Replacement Project may have a significant effect on the environment. The Project, as proposed, is limited to interior modifications within the Radiology Rooms F1068 and F1046 to replace an existing CT scanner which is critical to patient care at the hospital. The use of the facility would continue to provide public services and would not result in a significant increase in capacity or intensity of use. Therefore, the RUHS-MC Radiology CT Scanner Replacement Project is exempt as the project meets the scope and intent of the Common Sense Exemption identified in Section 15061 (b)(3), and Class 1 Existing Facilities I 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 Radiology CT Scanner Replacement Project will help respond to the needs and care of stroke, trauma, and cardiac patients, thus ensuring the level of patient care.

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

**Additional Fiscal Information**

The approximate allocation of the preliminary design development budget is as follows:

BUDGET LINE ITEMS	BUDGET AMOUNT
DESIGN PROFESSIONAL OF RECORD	156,600
SPECIALTY CONSULTANTS	0
REGULATORY PERMITTING	25,000
CONSTRUCTION	0
COUNTY ADMINISTRATION	25,000
REAL ESTATE	0
PROJECT CONTINGENCY	0
<b>PRELIMINARY DESIGN BUDGET</b>	<b>\$ 206,600</b>

All costs associated with this Board action will be 100% funded through RUHS Enterprise Fund 40050 and will be expended in FY 2021/22.

Attachment:

- Professional Services Agreement for Architectural Services with RASC Engineering, Inc.

RS:SP:RB:NS:TY;sc;mg

FM08430011195

MT Item #15601

G:\Project Management Office\FORM 11'S\FORM 11's\_In Process\15601\_D3 - 011195 - RUHS-MC Radiology Rm F1068 CT Scannr  
Rplic Proj - Prelim Design Bdgt, Arch Agmt with RASC\_091421.doc

  
Tina Grande, Director of Purchasing and Fleet Services 8/3/2021

  
Meghan Hahn, Administrative Analyst 9/3/2021

  
Gregory V. Priamos, Director County Counsel 8/19/2021





**STANDARD FORM OF PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
COUNTY AND ENGINEER**

by and between

**RASC ENGINEERING, INC.**

(the "Engineer")

and

**THE COUNTY OF RIVERSIDE**

(the "County")

FOR:

**RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER  
COMPUTED TOMOGRAPHY SCANNER REPLACEMENT PROJECT  
26520 CACTUS AVENUE, MORENO VALLEY, CA 92555**

SEP 14 2021 3.17

## TABLE OF CONTENTS

<b>ARTICLE I • DESIGNATED CONTACTS.....</b>	<b>1</b>
<b>ARTICLE II • PROJECT DEFINITION.....</b>	<b>1</b>
<b>ARTICLE III • COOPERATIVE AGENCIES .....</b>	<b>1</b>
A. Lead Agency .....	1
B. COUNTY Standards .....	1
C. Engineering Staff .....	2
<b>ARTICLE IV • CONDITIONS .....</b>	<b>2</b>
A. Notifications .....	2
B. Assignment .....	2
C. Subcontracts .....	2
D. Modifications .....	2
E. COUNTY Directives .....	3
F. Liability .....	3
G. Indemnity and Hold Harmless .....	4
H. Quality Control .....	5
I. Extra Work .....	5
J. Disputes .....	5
K. Termination Without Cause .....	6
L. Termination for Lack of Performance .....	6
M. Insurance .....	6
N. Conflict of Interest .....	8
O. Legal Compliance .....	8
P. Nondiscrimination .....	8
Q. Labor Code and Prevailing Wages .....	9
R. Review and Inspection .....	9
S. Record Retention / Audits .....	10
T. Ownership of Data .....	10
U. Confidentiality of Data .....	10
V. Funding Requirements .....	10
<b>ARTICLE V • PERFORMANCE.....</b>	<b>10</b>
A. Performance Period .....	10
B. Time Extensions .....	11
C. Reporting Progress .....	11
D. Evaluation of ENGINEER .....	11
<b>ARTICLE VI • COMPENSATION .....</b>	<b>11</b>
A. Work Authorization .....	11
B. Basis of Compensation .....	11
C. Progress Payments .....	12
<b>ARTICLE VII • GENERAL TERMS.....</b>	<b>13</b>
<b>ARTICLE VIII • APPROVALS .....</b>	<b>14</b>
<b>APPENDICES</b>	
1. Schedule of Services .....	A
2. Budget.....	B



# STANDARD FORM OF PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY AND ENGINEER



**THIS STANDARD FORM OF PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY AND ENGINEER** ("Agreement") is entered into as of the last signature date on the signature page of this agreement, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County") and RASC Engineering, Inc., ("Engineer"), collectively the ("Parties"), who are located at the following addresses:

County of Riverside  
Facilities Management  
3133 Mission Inn Avenue  
Riverside, CA 92507

Engineer  
RASC Engineering, Inc.  
12941 Riley Court  
Rancho Cucamonga, CA 91739

The Parties do hereby agree as follows:

## **ARTICLE I • DESIGNATED CONTACTS**

Coordination of ENGINEER and COUNTY activities shall be accomplished through the ENGINEER'S PROJECT MANAGER, and a COUNTY PROJECT MANAGER.

The PROJECT MANAGER for ENGINEER shall be:  
**Joe Rogowicz**

The COUNTY PROJECT MANAGER for COUNTY shall be:  
**Nahid Selbe**

## **ARTICLE II • PROJECT DEFINITION**

The COUNTY desires to provide for the necessary engineering design professional services for the

### **RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER COMPUTED TOMOGRAPHY (CT) SCANNER REPLACEMENT PROJECT**

ENGINEER shall furnish professional services to fully and adequately perform and complete the covenants set forth in Exhibit A, Schedule of Services, which is attached hereto and incorporated herein by reference. All services and deliverables associated with the performance and accomplishment of the covenants described in the Schedule of Services is hereinafter collectively referred to as the "PROJECT".

## **ARTICLE III • COOPERATIVE AGENCIES**

### **A. Lead Agency**

COUNTY has designated its Facilities Management as the lead agency for PROJECT. ENGINEER agrees that it will maintain coordination with COUNTY designated personnel as may be requested or required for PROJECT.

### **B. COUNTY Standards**

All deliverables shall be prepared in accordance with the current COUNTY practices, regulations, policies, procedures, manuals and standards where applicable. All deliverables are subject to review and approval by COUNTY.

### **C. ENGINEER Staff**

1. ENGINEER has been selected to perform the PROJECT herein because of the skills and expertise of key individuals. ENGINEER agrees that the following key individuals in ENGINEER'S company shall be associated with the PROJECT in the following capacities:

JOB TITLE  
**Principal Engineer**


NAME  
**Joe Rogowicz**


2. ENGINEER shall not change any of the key personnel listed above without prior written approval of COUNTY, unless said personnel ceases to be employed by ENGINEER. In either case, COUNTY shall be allowed to interview and approve replacement personnel.

3. If any designated lead or key person fails to perform to the satisfaction of the COUNTY, then upon written notice the ENGINEER shall immediately remove that person from the PROJECT and provide a temporary replacement. ENGINEER shall within seven (7) days provide a permanent replacement person acceptable to COUNTY.

## **ARTICLE IV • CONDITIONS**

### **A. Notifications**

All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed to the attention of the ENGINEER PROJECT MANAGER or the COUNTY PROJECT MANAGER at the respective addresses provided on page one of this Agreement.

### **B. Assignment**

In as much as this Agreement is intended to secure the specialized services of ENGINEER, ENGINEER may not assign, transfer, delegate or sublet any interest herein without the prior written consent of COUNTY, which may be granted or withheld in its' sole discretion; and any such assignment, transfer, delegation or sublease without the COUNTY'S prior written consent shall be considered null and void.

### **C. Subcontracts**

1. ENGINEER shall perform the services contemplated with resources available within its own organization. No portion of the services pertinent to this Agreement shall be subcontracted without written authorization by the COUNTY PROJECT MANAGER, except that which is expressly identified in this Agreement.

2. In the event ENGINEER subcontracts any portion of ENGINEER'S duties under this Agreement, ENGINEER shall require its subcontractors to comply with the terms of this Agreement in the same manner as required of ENGINEER including, but not limited to; indemnification of the COUNTY, requiring the same insurance of Subcontractors as required of ENGINEER, and having Subcontractor's insurance name the COUNTY as Additional Insured for each type of insurance where this Agreement requires ENGINEER'S insurance to name COUNTY as Additional Insured.

### **D. Modifications**

1. This Agreement may be amended or modified only by mutual written agreement of the Parties. No alteration or variation of the terms of this contract will be valid unless made in writing and signed by the



Parties hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the Parties hereto.

2. Minor modifications are changes that do not substantially affect the Scope of Service. Minor modifications may be: a shift of funds between tasks within a budget category; the shifting of work and/or funding from one phase to another. All requests for minor modifications must be approved in writing by the Director of Facilities Management, or his designee, prior to implementing the change.

3. There shall be no change in the ENGINEER PROJECT MANAGER or key members of the PROJECT team without prior written approval by the COUNTY PROJECT MANAGER.

4. All modifications that do not fit within the definition of a minor modification to this Agreement shall be considered a major change and must be approved in writing by the ENGINEER and COUNTY Board of Supervisors prior to implementing the major change.

#### **E. COUNTY Directives**

ENGINEER shall receive contract directions and interpretations from the COUNTY PROJECT MANAGER.

#### **F. Liability**

1. ENGINEER has total responsibility for the accuracy and completeness of all data, reports, plans, and estimates prepared for PROJECT and shall check all such material accordingly. COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of such items remains solely that of ENGINEER. Neither the COUNTY'S review nor approval shall give rise to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve ENGINEER of its professional responsibilities or obligations under this Agreement.

2. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified. The minimum standard of appearance, organization and contents shall be of similar types produced by COUNTY. If any work product submitted is not complete and ready for use by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work products not so designated are ready for and can be used on PROJECT.

3. COUNTY and ENGINEER agree that plans, drawings or other work products prepared by ENGINEER are for the exclusive use of COUNTY and will be used by COUNTY for the project for which they were specifically prepared. ENGINEER shall not be responsible for use of such plans, drawings or other work products if used on a different project without the written authorization or approval by ENGINEER.

4. ENGINEER acknowledges that the plans, drawings and/or other work products may be used by COUNTY for the PROJECT regardless of any disputes that may develop between ENGINEER and COUNTY. All plans, drawings, or other work product shall be deemed the sole and exclusive property of COUNTY and ownership thereof is irrevocably vested in COUNTY whether the PROJECT is executed or not.

5. ENGINEER, and the agents and employees of ENGINEER, in the performance of this contract, shall act in an independent capacity and not as officers, employees or agents of COUNTY.



6. ENGINEER has the sole discretion to determine how, when, and where to perform services required to achieve the final result specified in the Scope of Services for PROJECT subject to PROJECT timelines and availability of access during COUNTY regular operating hours.

7. ENGINEER has the right to perform services for other clients during the term of this Agreement as long as such services are not in direct conflict with the services provided to COUNTY.

8. ENGINEER and its employees shall not be entitled to and are not eligible for COUNTY employee benefits, including, but not limited to, medical, dental or vision insurance, life insurance, retirement benefits, vacation or sick pay, or any other benefit or compensation beyond that which is set forth explicitly in this contract.

9. ENGINEER shall provide and maintain, throughout the term of this contract, their own workspace, tools, equipment and supplies necessary to perform the duties set forth for ENGINEER under this Agreement. Notwithstanding the foregoing, COUNTY may, in its sole discretion, and with prior consent, provide access to COUNTY facilities, offices or meeting rooms during regular business hours for meetings, conferences or other work of ENGINEER.

#### **G. Indemnity and Hold Harmless**

1. Basic Indemnity. To the fullest extent permitted by Applicable Laws, ENGINEER agrees to defend (through legal counsel reasonably acceptable to County), indemnify, and hold harmless County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members, officers, employees, agents, representatives and volunteers ("Indemnitee(s)"), and each of them, from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of ENGINEER or its Subconsultants, or their respective employees, agents, representatives, or independent contractors.

"Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, settlements and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.

ENGINEER further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of ENGINEER for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for County pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating ENGINEER to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph G.2, below.

2. Indemnity for Design Professional Services. To the fullest extent permitted by Applicable Law, ENGINEER agrees to defend (through legal counsel reasonably acceptable to County), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of ENGINEER or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating ENGINEER to indemnify and hold harmless any Indemnitee to the extent not



required under the provisions of this section. ENGINEER shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of ENGINEER arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct of ENGINEER. The cost for defense shall apply whether or not ENGINEER is a party to the lawsuit, and shall apply whether or not ENGINEER is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of ENGINEER.

Without affecting the rights of County under any other provision of this Agreement, ENGINEER shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnatee for a Loss due to that Indemnatee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of ENGINEER and Indemnatee or has been adjudged by the findings of a court of competent jurisdiction.

ENGINEER agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this section from each and every Subconsultant, of every Tier.

ENGINEER's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and ENGINEER costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

#### **H. Quality Control**

ENGINEER shall implement and maintain the following quality control procedures during the preparation of the plans, reports, and documents relating to PROJECT. ENGINEER shall have a quality control plan in effect during the entire time services are being performed under this contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back-checked, and all job related correspondence and memoranda routed and received by affected persons and then bound in appropriate job files. Where several drawings show different work in the same area, means shall be provided to avoid conflicts and misalignment in both new and existing improvements. Evidence that the quality control plan is functional may be requested by the COUNTY PROJECT MANAGER. All plans, calculations, documents and other items submitted to the COUNTY PROJECT MANAGER for review shall be marked clearly as being fully checked and that the preparation of the material followed the quality control plan established for the work.

#### **I. Extra Work**

1. In the event that COUNTY directs ENGINEER to provide services constituting Extra Work, COUNTY shall provide extra compensation to the ENGINEER. Allowable compensation for approved extra work will be based on the provisions of Exhibit B, Budget, which is attached hereto and incorporated herein by reference.
2. An amendment to this Agreement providing for such compensation for Extra Work shall be issued by COUNTY to ENGINEER. Such Amendment shall not be effective until executed by both Parties.
3. ENGINEER shall not perform Extra Work until receiving written authorization from the COUNTY PROJECT MANAGER.



## **J. Disputes**

1. In the event ENGINEER considers any work demanded of him to be outside the requirements of this Agreement, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but unless ENGINEER finds such order, instruction, or decision satisfactory, he shall within 20 days after receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and reasons therefore. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by ENGINEER within the time limit specified for protest, ENGINEER hereby waives all grounds for protests or objections to the orders, instruction, or decisions of COUNTY and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of COUNTY will be limited to matters properly falling within COUNTY's authority.

2. Any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual agreement may be settled by mediation or arbitration, provided that the Parties mutually agree to submit to mediation or arbitration.

3. Neither the pendency of a dispute nor its consideration by arbitration will excuse ENGINEER from full and timely performance in accordance with the terms of the contract.

## **K. Termination Without Cause**

1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon thirty (30) calendar days written notice to ENGINEER.

2. In the event of termination of the Agreement, upon demand, ENGINEER shall deliver to COUNTY all field notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and documents prepared by or provided to ENGINEER in the performance of this contract. All such documents and materials shall be property of COUNTY.

3. In the event that this contract is terminated, ENGINEER is entitled to full payment for all services performed in accordance with the terms of this Agreement up to the time written notice of contract cancellation is received by ENGINEER. Payment shall be made for services performed to date based upon the percentage ratio that the basic services performed bear to the services contracted for, less payments made to date; plus any amount for authorized, but unpaid, extra work performed and costs incurred.

## **L. Termination for Lack of Performance**

COUNTY may terminate this contract and be relieved of the payment of any consideration to ENGINEER should ENGINEER fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. In such event, ENGINEER shall be paid only for work completed and delivered to COUNTY in a timely and successful manner.

## **M. Insurance**

Without limiting or diminishing the ENGINEER'S obligation to indemnify or hold the COUNTY harmless, ENGINEER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's 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.

1. Workers' Compensation:



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

2. Commercial General Liability:

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

3. Vehicle Liability:

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

4. Professional Liability

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

5. General Insurance Provisions - All lines:

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

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

c. ENGINEER shall cause ENGINEER'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or



reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ENGINEER shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

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

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

f. ENGINEER shall pass down the insurance obligations contained herein to all tiers of ENGINEERs working under this Agreement.

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

h. ENGINEER agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

#### **N. Conflict of Interest**

ENGINEER warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this Agreement without liability, pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. ENGINEER may be requested to complete a Conflict of Interest Statement prior to, during, or after execution of this contract. ENGINEER understands that as a condition of this contract ENGINEER agrees to complete the Conflict of Interest Statement when requested to do so by COUNTY.

#### **O. Legal Compliance**

ENGINEER shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently in effect and in any manner affecting the performance under this contract, including, without limitation, workers' compensation laws and licensing and regulations.

#### **P. Nondiscrimination**

1. During the performance of this Agreement, ENGINEER and its Subcontractors shall not act unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. ENGINEER and



Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. ENGINEER and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. ENGINEER will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by COUNTY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, ENGINEER shall so certify to COUNTY, and shall set forth what efforts he has made to obtain the information.

3. In the event of ENGINEER'S noncompliance with the nondiscrimination provisions of this contract, COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not limited to:

- Withholding of payments to ENGINEER under the contract until ENGINEER complies;
- Cancellation, termination, or suspension of the contract in whole or in part.

3. ENGINEER shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

4. ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

#### **Q. Labor Code and Prevailing Wages**

1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.

2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's compensation insurance and directly affect the method of prosecution of the work by ENGINEER and subject it under certain conditions to penalties and forfeitures. Execution of the contract by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes ENGINEER'S certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes ENGINEER'S certification as follows: "I am aware of the provisions of Section 3700 of the California 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 the work of this contract."

3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.

#### **R. Review and Inspection**



ENGINEER and any Subcontractors shall permit COUNTY to review and inspect PROJECT activities including review and inspection on a daily basis, if requested.

#### **S. Record Retention / Audits**

1. ENGINEER, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for ten years from the date of final payment under the contract or ten years from project closeout, whichever is later.

2. COUNTY, the State Auditor General, or any duly authorized representative of the State Government shall have access to any books, records, and documents of ENGINEER that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

#### **T. Ownership of Data**

Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY and no further agreement will be necessary to transfer ownership to COUNTY.

#### **U. Confidentiality of Data**

1. All financial, statistical, personal, technical or other data and information which is designated confidential by COUNTY, and made available to ENGINEER in order to carry out this contract, shall be protected by ENGINEER from unauthorized use and disclosure.

2. Permission to disclose information on one occasion for a public hearing held by COUNTY relating to the contract shall not authorize ENGINEER to further disclose such information or disseminate the same on any other occasion.

3. ENGINEER shall not comment publicly to the press or any other media regarding the contract, including COUNTY actions regarding this contract. Communication shall be limited to COUNTY, or ENGINEER'S staff that are involved with the project, unless ENGINEER shall be requested by COUNTY to attend a public hearing or respond to questions from a Legislative committee.

4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and nondisclosure of the same.

5. ENGINEER shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY and receipt of COUNTY's written permission.

#### **V. Funding Requirements**

1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local agencies.

2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of this PROJECT. In addition, this contract is subject to any additional restrictions, limitations, conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the provisions, terms or funding of this contract in any manner.

3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be amended or terminated to reflect any reduction in funds.

### **ARTICLE V • PERFORMANCE**

#### **A. Performance Period**



1. This Agreement shall begin upon notification to proceed by the COUNTY PROJECT MANAGER. Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be:

**Date: December 30, 2022.**

2. ENGINEER is advised that any recommendation for contract award is not binding on COUNTY until the proposed contract is fully executed and approved by COUNTY.

3. ENGINEER shall perform PROJECT services in accordance with the provisions set forth in Exhibit A, Schedule of Services, which is attached hereto and incorporated herein by reference.

4. Where ENGINEER is required to prepare and submit studies, reports, plans, etc., to COUNTY, these shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments prior to final submission.

5. When COUNTY determines that ENGINEER has satisfactorily completed the PROJECT services, COUNTY may give ENGINEER a written Notice of Final Acceptance. ENGINEER shall not incur any further costs hereunder unless so specified in the Notice of Final Acceptance. ENGINEER may request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this contract.

6. Time is of the essence in this contract.

#### **B. Time Extensions**

1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the control and not due to the fault or negligence of ENGINEER, shall be the reason for granting an extension of time for the completion of the aforesaid work. When such delay occurs, ENGINEER shall promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the work when, in COUNTY's judgment, their findings of fact justify such an extension of time.

2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not intended to deny ENGINEER its' civil legal remedies in the event of a dispute.

#### **C. Reporting Progress**

1. As part of the monthly invoice ENGINEER shall submit a progress report in accordance to COUNTY. Progress Reports shall indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by ENGINEER shall be a condition precedent to receipt of payment from COUNTY for each monthly invoice submitted.

2. To ensure understanding and performance of the contract objectives, meetings between COUNTY, and ENGINEER shall be held as often as deemed necessary. All work objectives, ENGINEER'S work schedule, the terms of the contract and any other related issues will be discussed and/or resolved. ENGINEER shall keep minutes of meetings and distribute copies of minutes as appropriate.

#### **D. Evaluation of ENGINEER**

ENGINEER'S performance will be evaluated by COUNTY for future reference.

### **ARTICLE VI • COMPENSATION**

#### **A. Work Authorization**

ENGINEER shall not commence performance of any work or project services until so directed by the County Project Manager. No payment will be made prior to approval of this contract.

#### **B. Basis of Compensation**



1. PROJECT services as provided under this contract and as described in the Scope of Services, shall be compensated for as defined in Exhibit B, Budget, which is attached hereto and incorporated herein by reference. The total amount of the contract is not to exceed

**ONE HUNDRED FIFTY THOUSAND SIX HUNDRED DOLLARS, (\$156,600)**

If a contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra Work that may arise during the performance of this agreement. Contingency budget shall only be used at the discretion of the COUNTY PROJECT MANAGER, and with prior written authorization by the COUNTY PROJECT MANAGER.

No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work Order by COUNTY.

2. Prior authorization in writing by the COUNTY PROJECT MANAGER will be required before ENGINEER enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment or ENGINEER services. ENGINEER shall provide an evaluation of the necessity or desirability of incurring such costs.

3. For purchase of any item, service or consulting work not covered in ENGINEER'S proposal and exceeding \$500, with prior authorization by the COUNTY PROJECT MANAGER, three competitive quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.

4. Any equipment purchased as a result of this contract is subjected to the following: ENGINEER shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the conclusion of the contract or if the contract is terminated, ENGINEER may either keep the equipment and credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price obtainable at a public or private sale in accordance with established COUNTY procedures and credit COUNTY in an amount equal to the sales price. If ENGINEER elects to keep the equipment, fair market value shall be determined, at ENGINEER'S expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by COUNTY, and ENGINEER. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY and AGENCIES.

5. The consideration to be paid ENGINEER, as provided herein, shall be in compensation for all of ENGINEER'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

6. In the event of errors or omissions in the plans for PROJECT, ENGINEER shall perform the necessary engineering services required to correct such errors and omissions without additional charge to COUNTY.

7. ENGINEER shall be responsible for compliance with Government Code section 7550, if the total cost of the Agreement is over Five Thousand Dollars (\$5,000).

**C. Progress Payments**

1. ENGINEER shall submit monthly invoices for PROJECT Services in accordance with Exhibit B, Budget.

2. ENGINEER shall submit an invoice each month for PROJECT services performed during the preceding month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be included with a Progress Report covering the same period as the submitted invoice.



3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments made prior to the completion of each phase will not exceed the amount allowed in ENGINEER'S cost proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY PROJECT MANAGER.

4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY PROJECT MANAGER of itemized invoices.

5. COUNTY will withhold the last 10 percent of the budget for preparation of PS&E documents. The 10 percent retainage is to be held after 90% of the PS&E phase has been billed and is not to be deducted from each invoice. The amount retained will be paid to ENGINEER after COUNTY has approved ENGINEER's plans, specifications and estimate.

#### **ARTICLE VII • GENERAL TERMS**

##### **A. Law, Venue**

1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

2. The County of Riverside shall be the venue for any action or proceeding that may be brought or arise out of, in connection with, or by reason of this Agreement.

##### **B. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

##### **C. Waiver**

Neither the COUNTY'S review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and ENGINEER shall remain liable to the COUNTY in accordance with this Agreement for all damages to the COUNTY caused by ENGINEER'S failure to perform any of the services furnished under this Agreement to the standard of care of the ENGINEER for its services, which shall be, at a minimum \_\_\_\_\_.

##### **D. Review of Terms**

Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the sole author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of this Agreement.

Remainder of Page Intentionally Left Blank

(Signatures on following page)

**ARTICLE VIII • APPROVALS**

**"COUNTY"**

**COUNTY OF RIVERSIDE**

By: Karen S. Spiegel Dated: 09.14.2021  
Chair, Board of Supervisors  
**KAREN SPIEGEL**

**"ENGINEER Approvals"**

RASC Engineering, Inc.

Name of Engineering Company

[Signature]  
(SIGN ON LINE ABOVE)

By: Joe Rogowicz  
PRINTED NAME

Date: 8/12/2021

**ATTEST:**

KECIA R. HARPER  
Clerk of the Board

By: [Signature] Dated: 09.14.2021  
Deputy

(SEAL)

**APPROVED AS TO FORM:**

GREGORY P. PRIAMOS  
County Counsel

By: [Signature] Dated: 8/18/2021  
K. Bell Valdez  
Deputy County Counsel



## EXHIBIT "A"

### SCOPE OF SERVICES AND FEE

CONSULTANT shall provide engineering and design services for the RUHS-MC Computed Tomography (CT) Scanner Replacement Project, located at 26520 Cactus Avenue, Moreno Valley, California 92555.

**I. PROJECT DESCRIPTION:** The project will include:

1. Replacement of the CT equipment and provide an expansion into the adjacent X-Ray room.
2. The existing X-Ray room will be eliminated.
3. The expanded area will allow for a Control Room increase of approximately 100 square feet.
4. Project will be an Office of the State Health Planning Development (OSHPD) project.
5. Project Type: project will be a standard design/bid/build project.

**II. SCOPE OF SERVICES:** Consultant shall:

1. Provide a Pre-Design meeting with OSHPD to validate CT procedures are in line with standard CT requirements and does not fall under Intraoperative CT based on Feasibility Study. The project will be designed to the 2019 CBC (1224.18.3)
2. Period of performance for preparation of contract documents for submission to OSHPD will be 150 day after notice to proceed.

**III. CONTRACT DOCUMENT PREPARATION PHASE:** Consultant shall:

1. Prepare contract documents per the project description and project scope of services.
2. Revise contract documents as may be required by the regulatory agencies.
3. Provide documentation of existing electric circuiting to include single line diagram, panel schedule, load schedule, and electrical plan.
4. Provide mechanical documentation of existing HVAC system capacity. Changes to the building HVAC system are not included.
5. Provide Architectural, Structural, Electrical, Mechanical drawings for an OSHPD plan review submittal & approval.
6. Provide Architectural, Structural, Electrical, and Mechanical calculations as required.



7. Prepare plan type specifications.
8. Prepare and submit all OSHPD forms.

**IV. BID AND NEGOTIATION PHASE:** Consultant shall:

1. Respond to any bid inquiries to in writing.
2. Attend mandatory pre-bid conference.

**V. CONSTRUCTION ADMINISTRATION PHASE:** Consultant shall:

1. Provide written clarifications to the design as might be necessary.
2. Attend a pre-construction meeting.
3. Attend a maximum of 24 weekly construction Microsoft Teams meetings.
4. Review contractor's shop drawings, reports, and submittals for general conformance to the contract documents.
5. Attend a maximum of three (3) on-site observations of the construction. All site observations will be followed with a report to ensure that the work is being installed in accordance with the contract documents.
6. Provide one (1) on-site final observation of the construction.
7. Prepare a final punch list.

**DISCIPLINES:** The Design team will include electrical, mechanical, architectural, and structural design.

**DOCUMENTATION:** Drawings will be prepared in AutoCAD v2015 and delivered in "dwg" and "pdf" formats.

Specifications will be prepared in MSWord and delivered in "doc" and "pdf" formats.



## EXHIBIT "B"

### SCOPE OF SERVICES AND FEE

- I. **COMPENSATION:** Compensation for the above services will be provided on a percentage completion basis to be billed monthly for a not-to-exceed fixed fee of **\$156,600**, including reimbursable expenses.

The Fee breakdown is as follows:

1. Electrical .....	\$ 9,850
2. Architectural .....	\$ 76,340
3. Mechanical .....	\$ 40,986
4. Structural .....	\$ 27,324
5. OSHPD .....	\$ 1,600
6. Reimbursable Expenses (included in the not-to-exceed fixed fee) .....	<u>\$ 500</u>
Total fixed fee .....	\$156,600

**Note: Reimbursable Expenses:**

Reimbursable Expenses are included in the above Consulting services fixed not-to-exceed fee. Reimbursable expenses for printing, plotting, and renderings requested by Owner, postage and handling, delivery costs, reproduction and facsimiles, will be charged at the standard rate of cost plus ten percent (10%). If approved in advance by the County, mileage for vehicle travel from a Sub-consultant's place of business (whether located within or outside the County of Riverside) to a point of destination outside the County of Riverside, but excluding the following: (1) travel and related subsistence to or from the County's offices or the Site for purposes of conducting inspections, observations or attending meetings that are a part Basic Services, (2) to and from residences to a Sub-consultants place of business; and (3) travel to and from a Sub-consultant's place of business located outside the County of Riverside to a location within the County of Riverside.

No additional services shall be performed by CONSULTANT without a written amendment to this Agreement.