

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



ITEM: 3.15  
(ID # 18982)

**MEETING DATE:**

Tuesday, July 26, 2022

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

**SUBJECT:** FACILITIES MANAGEMENT (FM) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM: Riverside University Health System Medical Center Cardiac Catheterization Laboratory Suite Project - California Environmental Quality Act Exempt, Approval of In-Principle, Pre-Development Work and Costs, and Approval of Professional Services Agreement for Architectural Services with Leo A. Daly Architects, Inc., District 5. [\$265,000, 100% RUHS Enterprise Fund 40050]

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

1. Approve the Riverside University Health System Medical Center Cardiac Catheterization Laboratory Suite (RUHS Cardiac Cath Lab Suite) 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 Section 15301, Class 1 Existing Facilities Exemption, and Section 15061 (b)(3) "Common Sense" Exemption;

Continued on Page 2

**ACTION:** Policy, CIP

  
Jennifer Cruikshank, Chief Executive Officer – Health System 7/13/2022

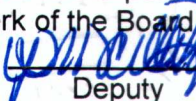
  
Rose Salgado, Director of Facilities Management 7/14/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, 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: July 26, 2022  
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 Cardiac Cath Lab Suite Project located at 26520 Cactus Avenue, in Moreno Valley, California; to construct a second cardiac catheterization lab suite within the hospital;
4. Approve the pre-development work and costs in the amount not to exceed of \$265,000 for the Project;
5. Authorize the use of RUHS Enterprise Fund 40050 not to exceed \$265,000, 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 Leo A. Daly Architects, Inc. (Leo Daly) of Los Angeles, California, in the amount not to exceed \$239,661, and authorize the Chairman 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 Leo Daly in accordance with applicable Board policies;
8. Delegate project management authority for the Project to the Director of Facilities Management, or her designee, 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 within the approved project budget; and
9. 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 this project, and the sum of all project contracts shall not exceed \$265,000.

<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>	\$ 265,000	\$ 0	\$ 265,000	\$ 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> 2022/23	

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

**BACKGROUND:**



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

**Summary**

Since completion of the Cardiac Catheterization Bi-Plane Lab Project in 2019, the Medical Center has performed on an annual basis approximately 300 diagnostic cardiac angiograms, 50 endovascular interventions, and 50 cerebral angiography procedures. In preparation for a STEMI designation (ST-Elevation Myocardial Infarction), a technical term for a heart attack; a cardiac catheterization laboratory must provide treatment to a patient within 90 minutes after arrival. Therefore, a second cardiac catheterization laboratory would increase the ability to diagnose and treat heart and vascular patients to meet this designation.

On February 15 and 22, 2022, Facilities Management (FM) advertised a Request for Qualifications (RFQ) for the selection of a qualified firm to provide feasibility, programming, and architectural design services for a second cardiac catheterization laboratory project within the RUHS Medical Center. Fourteen firms responded to the RFQ and a selection committee was established to review each firm's qualifications. After reviewing the submitted qualifications, three firms were selected to attend a site visit of the potential project locations. Following the interview process of the qualified candidates, Leo A. Daly Architects, Inc. of Los Angeles was selected as the most responsive and responsible firm. Their scope of services is recommended to be performed in two parts with the first being a feasibility study to evaluate various locations and options within the hospital for a not to exceed amount of \$239,661. Upon completion of the feasibility study, a complete architectural and engineering agreement will be negotiated and brought before the Board for consideration.

RUHS has finalized the location of the second cardiac catheterization laboratory, which will consist of two cardiac/vascular/neuro-interventional bi-plane diagnostic/treatment rooms with shared, adjoining support facilities.

(Continued)

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

**BACKGROUND:**

**Summary (Continued)**

Facilities Management recommends the Board approve the RUHS Cardiac Cath Lab Suite Project, the pre-development work and costs not to exceed \$265,000; and the Professional Services Agreement with Leo Daly in the not to exceed amount of \$239,661, to proceed with the feasibility study. FM will return to the Board upon completion of the feasibility 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 Cardiac Cath Lab Suite Project may have a significant effect on the environment. The Project, as proposed, is limited to interior improvements that would not alter the existing building footprint or result in an increase in capacity. Therefore, the RUHS Cardiac Cath Lab Suite Project is exempt as the Project meets the scope and intent of the Class 1 Existing Facilities Categorical Exemption identified in Section 15301 and Common Sense Exemption identified in Section 15061 (b)(3). 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 Cardiac Cath Lab Suite Project will improve the efficiency of medical care provided to heart and vascular patients at the RUHS hospital.

**Additional Fiscal Information**

The approximate allocation of the pre-development costs are as follows:

<b>BUDGET LINE ITEMS</b>	<b>BUDGET AMOUNT</b>
DESIGN PROFESSIONAL OF RECORD	239,661
SPECIALTY CONSULTANTS	0
REGULATORY PERMITTING	0
CONSTRUCTION	0
COUNTY ADMINISTRATION	25,339
PROJECT CONTINGENCY	0
<b>PRE-DEVELOPMENT COSTS</b>	<b>\$ 265,000</b>

**Additional Fiscal Information**



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

All costs associated with this Board action are 100% funded by RUHS Enterprise Fund 40050 and will be expended in FY 2022/23. FM will return to the Board for approval of a project budget and construction contract.

Attachment:

- Professional Services Agreement with Leo A. Daly Architects, Inc.

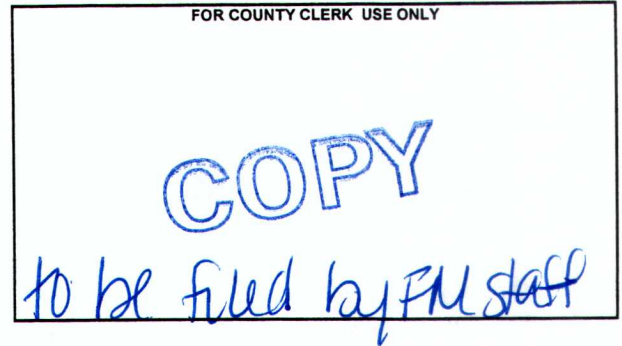
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Suzanna Heckley, Assistant Director of Purchasing and Fleet Service

7/12/2022

  
Meghan Hahn, Senior Management Analyst      7/18/2022

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



## NOTICE OF EXEMPTION

May 3, 2022

**Project Name:** Riverside University Health System Medical Center (RUHS-MC) Cardia Catheterization Laboratory Suite Project

**Project Number:** FM08430011869

**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 June 4, 2019 (Item 3.8), the Board of Supervisors (Board) approved the Notice of Completion for the RUHS-MC Cardiac Catheterization Lab Project. Since then, the facility has performed on an annual basis approximately 300 diagnostic cardiac angiograms, 50 endovascular interventions, and 50 cerebral angiography procedures. In preparation for a STEMI designation (ST-elevation myocardial infarction, the technical term for a heart attack), a cardiac catheterization laboratory must provide treatment to a patient within 90 minutes after arrival. Therefore, a second cardiac catheterization laboratory would increase the ability to diagnose and treat heart and vascular patients to meet this designation.

On February 15 and 22, 2022, FM advertised for Request for Qualifications RFQ for architectural firms to provide feasibility, programming, and architectural design services for a second cardiac catheterization laboratory project within the RUHS-MC. After reviewing the submitted qualifications, three firms were deemed qualified and selected to attend a site visit of the potential project locations. Following the interview process of the qualified candidates, Leo A. Daly of Los Angeles was selected as the most responsive and responsible firm to perform the architectural design services.

RUHS has finalized the location of the RUHS Cardiac Cath Lab Suite Project, which will consist of two cardiac/vascular/neuro-interventional bi-plane diagnostic/treatment rooms with shared, adjoining support facilities. The creation of the two treatment rooms within the existing RUHS-MC is identified as the proposed project under the California Environmental Quality Act (CEQA). The operation of the facility will continue to provide public services and will not result in a change or expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

**Name of Public Agency Approving Project:** Riverside County Facilities Management

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

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


JUL 26 2022 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 addition of a second cardiac catheterization laboratory with the existing RUHS-MC.

- **Section 15301 (b)–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 project, as proposed, is limited to the creation of a second cardiac catheterization laboratory with the existing RUHS-MC. The use of the facilities would continue to provide public services and would not result in a significant increase in capacity or intensity of use. Therefore, the project is exempt as it meets 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 cardiac catheterization laboratory with the existing RUHS-MC will not result in any direct or indirect physical environmental impacts. The improvements would occur within existing facility, would not alter the footprint and is being completed to satisfy demand for cardiac catheterization services with the existing RUHS-MC. The use of the facility for public health services would remain unchanged. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

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: 5-3-2022

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

PROFESSIONAL SERVICES AGREEMENT  
For RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL  
2<sup>nd</sup> FLOOR CARDIAC CATH LAB PROJECT  
FM08430011869

This Agreement is made and entered as of the date of the last signature on the signature page of this contract by and between LEO A DALY COMPANY, a Nebraska Corporation, (herein referred to as "CONSULTANT"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY").

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

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

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

1. SCOPE OF SERVICES: CONSULTANT shall perform all services and other activities necessary to provide Architectural and Engineering Design Services as described in further detail in Exhibit "A" for the Project entitled: RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER 2<sup>nd</sup> FLOOR CARDIAC CATH LAB PROJECT CONSULTANT shall provide all services in accordance with this Agreement and as outlined and specified in Exhibit "A", consisting of two (2) pages, attached hereto and by this reference incorporated herein.

1.1 CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project. CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT further represents and warrants to the COUNTY that it has all licenses, permits, qualifications and approvals of



whatever nature are legally required to practice its profession. CONSULTANT further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance of services within one (1) calendar day after execution of this Agreement and shall diligently perform the services to full completion of the Project as required and in accordance with the scheduled Project completion date of September 30, 2022, unless sooner terminated as specified in Paragraph 8, or extended as provided in Paragraph 13. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

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

3.1 COUNTY shall pay to CONSULTANT for services performed in accordance with the Scope of Services set forth in Exhibit "A". The total amount of compensation paid to CONSULTANT under this Agreement shall not exceed the maximum of Two Hundred Thirty-Nine Thousand Six Hundred and Sixty-One Dollars (\$239,661.00), including reimbursable expenses per Exhibit A, unless a written amendment to the Agreement is executed by both parties prior to performance of additional services.

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

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

3.4 Labor Code and Prevailing Wages Rates

3.4.1 Certain Classifications of Labor under this contract are subject to prevailing wage requirements. It is anticipated that survey and/or soils testing work will or may be performed which classifications are subject to payment of prevailing wage when performed as pre-construction or construction activities on a public works project.

3.4.2 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 CONSULTANT and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement 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 CONSULTANT'S certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes CONSULTANT'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."

3.4.3. 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>, and are available at the main office of COUNTY.

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



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

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

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

6. INDEMNITY AND HOLD HARMLESS

6.1 Basic Indemnity. To the fullest extent permitted by Applicable Law, CONSULTANT 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 CONSULTANT 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.

CONSULTANT 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 CONSULTANT 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 CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 6.2, below.

6.2 Indemnity for Design Professional Services. To the fullest extent permitted by Applicable Law, CONSULTANT 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 CONSULTANT 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 CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under



the provisions of this section. CONSULTANT 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 CONSULTANT 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 CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not CONSULTANT 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 CONSULTANT.

Without affecting the rights of County under any other provision of this Agreement, CONSULTANT 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 CONSULTANT and Indemnatee or has been adjudged by the findings of a court of competent jurisdiction.

CONSULTANT 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.

CONSULTANT'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 consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

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

maintained, at its sole cost and expense, the following insurance coverage 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.

A. Workers' Compensation:

If the CONSULTANT has employees as defined by the State of California, the CONSULTANT 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.

B. 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 CONSULTANT'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.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT 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.



D. Professional Liability:

CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT'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 CONSULTANT'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 CONSULTANT 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 CONSULTANT 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.

E. General Insurance Provisions - All lines:

1) 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.

2) The CONSULTANT 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 Country's Risk Manager, CONSULTANT'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.

3) CONSULTANT shall cause CONSULTANT'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) shall contain the covenant of the insurance agent/producer that thirty (30) days written notice shall be given to the County of Riverside prior to cancellation of such insurance except ten (10) days for cancellation due to nonpayment. 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 copies of the policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONSULTANT shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, review original of the 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. Upon COUNTY'S request, CONSULTANT shall make available for inspection by County Risk Manager, at a mutually agreeable location, copies of CONSULTANT'S insurance policies.*

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

5) 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 in the scope of work; or, the term of this Agreement, including any extension 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 CONSULTANT has become inadequate.

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

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

8) CONSULTANT 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.

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

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

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

8.3 Effect of Termination For Cause. If the termination is due to the failure of

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

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

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

9. CONFLICT OF INTEREST: CONSULTANT covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such



interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

18. WAIVER: Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete



compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY from enforcement hereof.

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

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

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

COUNTY:

Facilities Management  
Project Management Office  
3133 Mission Inn Avenue  
Riverside, CA 92507  
Attn: Nahid N. Selbe

CONSULTANT:

LEO A DALY COMPANY  
550 South Hope Street, 27<sup>th</sup> Floor  
Los Angeles, CA 90071-2627  
Attn: Paul H. Coleman AIA

22. AUTHORIZATION: The party hereto for the COUNTY has caused their duly authorized representative to approve the contents of this Agreement as representative of the COUNTY'S requirements for this project. The execution of this Agreement by the COUNTY shall be through the authority given in Minute Order 3.16 of 6/29/21 and for the Purchase Order issued pursuant to the same.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representative to execute this Agreement.

"COUNTY"

COUNTY OF RIVERSIDE

By: 

Chair, Board of Supervisors

**JEFF HEWITT**

ATTEST:

Kecia R. Harper

Clerk of the Board

By: 

Deputy

(SEAL)

APPROVED AS TO FORM:

County Counsel

By: 

Kristine Bell-Valdez

Deputy County Counsel

"CONSULTANT"

LEO A DALY COMPANY

By: Paul H. Coleman AIA

Title: Vice President / Managing Principal

By: 

Federal Tax I.D. No. 47-0363104

Address: 550 South Hope Street, 27<sup>th</sup> Floor

Los Angeles, CA 90071-2627



## EXHIBIT A

CONSULTANT will be performing a Space Program and feasibility study, and to add a new 2<sup>nd</sup> Cardiac Cath Lab within the Medical Center. The scope will consist of:

- Feasibility study for siting the second Cardiac Cath Lab within the medical center
- Development of the architectural program based on a New / Replacement Program / Technology / Equipment Feasibility Analysis for a Percutaneous Coronary Artery Interventional Program (PCI) with STEMI (ST – segment elevation myocardial infarction) Activation

### Project Approach

Riverside University Health System 2<sup>nd</sup> Cardiac Cath Lab Project:

- **Phase 1:** A Feasibility Study for the location of the Cath Lab Suite, which will include:
  - 2 Cath Labs and all supporting functions
  - Develop a space program and once approved, provide optional layouts for the suite
  - Develop a preliminary Medical Equipment list in support of the Planning layout
  - Review of the existing Mechanical, Plumbing and Electrical infrastructure, coordinate with the structural system to best support the Cath Lab Suite
  - Review the approved layout with HCAI to introduce them to the project and schedule
  - Develop the project scope and fees for the design and construction of the project

Once the CONSULTANT is provided a Notice to Proceed (NTP) the CONSULTANT will meet with the RUHS Project Manager to determine user availability, which will establish our design schedule. Within the phase described above, the following detailed activities are proposed:

#### Phase 1. The Feasibility Study:

- Confirm and update the project schedule by using a Pull Schedule which includes the RUHS PM, The CONSULTANT'S design team, allowing the entire project team to have input into the and buy into the schedule.

#### Programing Process

- Define dates for meetings, including user meetings, coordination meeting, project leadership meetings and other identified meetings
- Identify schedule key milestone dates
- Develop Space List / Room Templates
- Kick Off meeting with user groups
- Establish user goal
- Finalize space list / review flow / bubble diagrams
- Confirm the schedule for the user meetings
- User meetings
- Review programming options with user group
- Assemble final Detailed Project Program (DPP) and submit
- Approval from RUHS

## Description of Basic Services, Additional Services and Excluded Services

### Planning/Programming Phase

- The Planning/Programming Phase commences upon execution of the Agreement and terminates upon approval by County of the Final Program for the Project and receipt by County of the other Design Documents.
- Design team shall if applicable, provide alternative design approaches review and recommend alternative approaches to the Space Planning, Mechanical, Electrical, Plumbing and Structural concepts.
- LEO A DALY and Design team will review the County's provided existing as-built documents and visit the site to perform a noninvasive visual review of the existing conditions of the building systems, (including mechanical, electrical, plumbing, fire protection and low voltage systems) related to the project area.

### Compensation breakdown:

CONSULTANT is submitting architectural and consulting fees for the Feasibility Study, of \$239,661.00 which will include schematic design for the selected option. And an estimate of full services of about \$1,000,000 which might change depending on the outcome of the Feasibility Study for the design of two (2) Cath Labs and the required support spaces. See below for a breakdown of the fees.

Consultants		Feasibility Study
Architect	LEO A DALY	162,346.00
MEP	EXP	59,000.00
Structural	ABS	4,250.00
Shielding	Melissia Martin	0.00
Cost	MGAC	5,815.00
Equipment	NH Planning LLC	8,250.00
Specs	AWC	0.00
<b>Total</b>		<b>239,661.00</b>

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