

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



ITEM: 3.13
(ID # 17651)

MEETING DATE:

Tuesday, January 11, 2022

FROM : FACILITIES MANAGEMENT AND RIVERSIDE UNIVERSITY HEALTH SYSTEM :


SUBJECT: FACILITIES MANAGEMENT (FM) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM: Riverside University Health System Medical Center 3rd Floor Medical Library Conversion Project – California Environmental Quality Act Exempt, Approval of In-Principle, Preliminary Design Development Budget, and Approval of Professional Services Agreement with Westgroup Designs, Inc., District 5. [\$276,738 - 100% RUHS Enterprise Fund 40050]


RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Riverside University Health System Medical Center 3rd Floor Medical Library Conversion (RUHS 3rd Floor Medical Library Conversion) 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

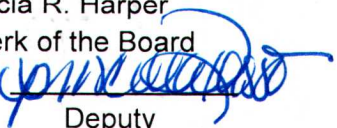

Rose Salgado, Director of Facilities Management 12/28/2021


Jennifer Cruikshank, Chief Executive Officer – Health System 12/29/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: January 11, 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 3rd Floor Medical Library Conversion Project located at 26520 Cactus Avenue, in Moreno Valley, California; to convert and renovate the current library suite into a Physician Workroom;
4. Approve a preliminary design development budget in the not to exceed amount of \$276,738 for the Project;
5. Authorize the use of RUHS Enterprise Fund 40050 not to exceed \$276,738 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 Westgroup Designs, Inc. (Westgroup) of Irvine, California, in the amount not to exceed \$161,000, 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 Westgroup 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 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 \$276,738.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 200,000	\$ 76,738	\$ 276,738	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RUHS Enterprise Fund 40050 - 100%			Budget Adjustment: No	
			For Fiscal Year: 2021/22-2022/23	

C.E.O. RECOMMENDATION: Approved

BACKGROUND:

Summary

The RUHS Medical Center does not have a designated space for physicians from multiple disciplines to work, collaborate, and update patient notes. Facilities Management (FM) conducted a preliminary assessment and developed recommendations based on the estimated scope of work to renovate and convert the underutilized medical library on the 3rd floor. The assessment included a reconfiguration of the medical library to create workstations and conference areas. The scope of work for the Project includes but is not limited to: demolition of library stacks, reconfiguration of walls, construction of built-in credenzas, movable workstations, and video monitoring in compliance with current code requirements and Department of Health Care Access and Information (HCAI) regulations.

On June 29, 2021, Item 3.16, the Board of Supervisors (Board) approved the pre-qualified list of architectural and engineering firms to be retained on an as-needed basis. Due to their experience, Facilities Management (FM) has selected Westgroup of Irvine, California from the pre-qualified list to provide architectural services to the Project.

Facilities Management recommends the Board approve the RUHS 3rd Floor Medical Library Conversion Project, the preliminary design development budget in the not to exceed amount of \$276,738 and the professional services agreement with Westgroup in the amount of \$161,000. 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 3rd Floor Medical Library Conversion 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.

(Continued)

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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BACKGROUND:

Summary (Continued)

The improvements are necessary to provide space for physicians to work, collaborate, and update patient notes. Therefore, the RUHS 3rd Floor Medical Library Conversion 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 3rd Floor Medical Library Conversion Project will provide a dedicated space for physicians from multi-disciplines of practice to work, collaborate, and update patient notes. There will be no impact to residents and local businesses.

Additional Fiscal Information

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

BUDGET LINE ITEMS	BUDGET AMOUNT
DESIGN PROFESSIONAL OF RECORD	161,000
SPECIALTY CONSULTANTS	47,800
REGULATORY PERMITTING	29,150
CONSTRUCTION	0
COUNTY ADMINISTRATION	13,630
REAL ESTATE	0
PROJECT CONTINGENCY	25,158
PRELIMINARY DESIGN DEVELOPMENT BUDGET	\$ 276,738

All costs associated with this Board action will be 100% funded by RUHS Enterprise Fund 40050. Expenditures for FY 2021/22 are estimated at \$200,000; expenditures for FY 2022/23 are estimated at \$76,738.

Attachment:

- Professional Services Agreement with Westgroup Designs, Inc.

RS:SP:RB:NS:SC:TV:to

FM08430011102

MT Item #17651

G:\Project Management Office\FORM 11'S\FORM 11's_In Process\17651_D6 - 011102 - RUHS_MC-3rd Flr Med Lib Conversion - In-Princ, Des Dev Proj Budget, PSA_Westgroup_011122.doc

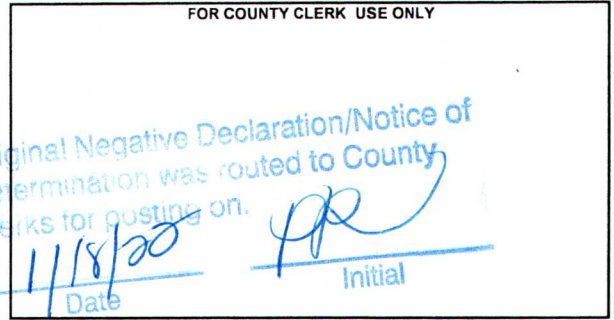
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Suzanna Hackley, Assistant Director of Purchasing and Fleet Service 12/27/2021


Meghan Hahn, Senior Management Analyst 1/3/2022


Gregory V. Priarios, Director County Counsel 12/30/2021

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



NOTICE OF EXEMPTION

November 10, 2021

Project Name: Riverside University Health System Medical Center (RUHS-MC) 3rd Floor Medical Library Conversion Project

Project Number: FM08430011102

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: The RUHS-MC does not have a designated space for physicians from multiple disciplines to work, collaborate, and update patient notes. Facilities Management (FM) conducted a preliminary assessment and developed recommendations based on the estimated scope of work to renovate and convert the underutilized medical library on the 3rd floor. The assessment included a reconfiguration of the medical library to create workstations and conference areas. The scope of work for the project includes, but is not limited to, demolition of library stacks, reconfiguration of walls, construction of built-in credenzas, movable workstations, and video monitoring in compliance with current code requirements and OSHPD regulations. The conversion of the existing medical library into physician's work area at the 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 of use or significant increase in capacity of the existing facility. 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 Exemption; and 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061, and 15301.

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 conversion of the existing medical library into a physician's work area at the RUHS MC.

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- **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 conversion of existing underutilized library space into a physician’s work area at the RUHS-MC. The modified space would occur within the existing building footprint and would not result in a significant increase in staff or patients. 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 proposed conversion of medical library space into space for physician use 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 create a more functional facility. 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: 11-10-2021

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

PROFESSIONAL SERVICES AGREEMENT

For RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER 3rd FLOOR MEDICAL
LIBRARY CONVERSION PROJECT

FM8430011102

This Agreement is made and entered as of the date of the last signature on the signature page of this contract by and between WESTGROUP DESIGN, INC., a California 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 3rd FLOOR MEDICAL LIBRARY CONVERSION PROJECT. CONSULTANT shall provide all services in accordance with this Agreement and as outlined and specified in Exhibit "A", consisting of four (4) page(s), 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 **One Hundred Sixty One Thousand Dollars (\$161,000.00)** per Exhibit A, unless a written amendment to the Agreement is executed by both parties prior to performance of additional services.

3.2 Reimbursable expenses, if applicable, are defined in Exhibit "A".

3.3 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.

3.4 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.

3.5 Labor Code and Prevailing Wages Rates

3.5.1 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.

3.5.2 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."

3.5.3. 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 Indemnitee for a Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and Indemnitee 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:

WESTGROUP DESIGN, INC.
19520 Jamboree Road, Suite 100
Irvine, CA 92612
Attn: PariSima Hassani

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: 

JEFF HEWITT
Chair, Board of Supervisors

“CONSULTANT”

WESTGROUP DESIGN, INC.

By: PariSima Hassani

Title: CEO + Managing Principal

By: 

Federal Tax I.D. No. 330564931

ATTEST:

Kecia R. Harper

Clerk of the Board

By: 

Deputy

Address: 14520 Jamboree Rd. #100

Irvine, CA 92612

(SEAL)

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

By: 

Kristine K Bell-Valdez

Deputy County Counsel

September 21, 2021

Ms. Tina York,
Project Manager
RUHS / County of Riverside Facilities Management
3133 Mission Inn Avenue
Riverside, CA 92507

RE: *RUHS – Main Hospital – 3rd Floor – Medical Library Renovation
Located at 26520 Cactus Avenue, Moreno Valley, CA 92555*

Dear Ms. Tina York,

Westgroup Designs, Inc. (WD) is pleased to submit the following proposal for Architectural and Interior Design services for the design and delivery for the above reference project for the County of Riverside FM / RUHS (Client) as described below. We look forward to partnering with you to deliver and optimal space that reflects the vision, mission, and goals of your company, staff, and clients you serve.

1.0 THE PROJECT UNDERSTANDING – SCOPE OF SERVICES

- 1.1 Based on the approved Conceptual Design Package dated 09/01/21. Reference Exhibit A below, the project consists of preparing construction documentation of the Medical Library Renovation located on the third floor of the Hospital.
- 1.2 Per our understanding of the project, WD will provide the following requested services listed below in Sections 2.0, 3.0, 4.0, and 5.0. WD will proceed further with these below services upon approval of this proposal.
- 1.3 Scope of work noted is based upon direction to date. Should scope of work be modified during the process, this proposal will be adjusted accordingly.

2.0 DESIGN DEVELOPMENT AND CONSULTANT COORDINATION

- 2.1 Based upon the approved Concept Design scope of work with approved preliminary budget pricing, WD will proceed with Design Development, to incorporate the design concept and intent, coordinate with the consulting engineers, to prepare documentation to fix and describe the character of the architecture and interior design of the project including both functional and aesthetic components. Two minor rounds of revisions included. Further changes will be provided as Additional Services.
- 2.2 Design will be conveyed in plans, elevations, details or graphically, as deemed appropriate for communicating the information, along with samples of finish materials.
- 2.3 WD will coordinate with our consultants for preparation of their preliminary systems and equipment progress documentation.
- 2.4 WD will issue Design Development package for client review and approval.

We Design. We Deliver. We Drive Change

3.0 FURNITURE DESIGN COORDINATION *

- 3.1 WD will provide a furniture plan and design finish selection as a Preliminary Furniture Package to the Client for review and approval.
- 3.2 Once the Preliminary Furniture Package is confirmed, WD will provide plans to Client's furniture dealer for their use in planning and procuring furniture directly with the Client. WD will review selected furniture finishes and any proposed deviations for alignment with design intent.
- 3.3 WD will review the approved furniture vendors pricing and timeline for conformance to the approved design intent.
- 3.4 If desired, WD can provide a full furniture specification package for bidding.

4.0 CONSTRUCTION DOCUMENTS

- 4.1 Based upon the approved Design Development package, WD will prepare the Construction Documents which include drawings, sheet specifications, and other documents setting forth in detail the requirements for the fabrication, procurement, and installation of the project for Client approval. As this documentation reflects the approved design intent and scope of work, changes to approved design, which require documentation, will be provided as Additional Services.
- 4.2 Construction Documentation includes, but is not limited to: cover sheets, general notes, site and path of travel plans, demolition plan, construction floor plan, power and data location plan, ceiling/lighting plan, elevations, related details, sections, finish plans, schedules, and specifications.
- 4.3 WD will coordinate the architectural Construction Documents with our retained consultants, including mechanical, electrical, and plumbing engineering and will review the complete package with your team for final approval.
- 4.4 WD will issue the construction document package to your selected contractor for final pricing or bid and provide reference information during the process.
- 4.5 WD will submit the approved complete set of construction documents to the government agencies having jurisdiction over the project (OSHPD) for plan check and approval.
- 4.6 WD will address plan check comments related to scope of work and resubmit if required. If further submittals or documentation are required beyond the original scope of work, these will be provided as an additional service.
- 4.7 Additional documents required by OSHPD:
 - a. Path of travel for ground floors and upper levels.
 - b. Accessible restroom documentation.
 - c. Accessible drinking fountain and public telephone documentation.
 - d. Documentation of existing smoke compartments across the entire floor.
 - e. Occupancy calculations and fire rated assemblies for adjacent rooms and areas not located in scope of work.
 - f. Egress documentation for phased construction and exit routes of entire floor.
 - g. Additional code information on existing rated doors and glazing from field conditions.

5.0 CONSTRUCTION ADMINISTRATION

- 5.1 Upon issuance of OSHPD approval, and contractor selection by client, WD will provide basic services for the Construction Phase of the project for the duration of the construction, estimated to be 12 weeks, scope of work noted below.
- 5.2 WD will participate in phone and electronic (e-mail) correspondence with all team members throughout project schedule as required.
- 5.3 WD senior design and/or senior technical leadership to participate in a one-hour bi-weekly conference call during construction for 12 weeks (6 total), coordinating with Contractor, consultants, engineers, and Client team members. (3) site visits/meetings during construction will be provided. Additional on-site construction meetings, weekly calls, site walks, coordination, or documentation not associated with specific RFI issues, will be provided as an additional service.
- 5.4 WD shall participate in (1) final site visit for Punch Walk and prepare (1) punch list. Additional punch walks are available as an additional service.
- 5.5 WD will review specification/re-selection/approval of fixtures/finishes substitutions as required due to schedule or another field issue.
- 5.6 WD shall review and return or take other appropriate action upon Contractor's submittals, including but not limited to: Requests for Information, review of Shop Drawings, Product Data, and Finish Samples. Reviews shall be for the purpose of checking for conformance with information given, and the design concept expressed in the Contract Documents.

COMPENSATION

Fee is based upon previously approved direction received to date. Should client request to revise design or scope direction during the process, work already completed by Westgroup Designs and it's retained consultants, will be billed as time spent, reflecting the "percentage complete". Changes to approved scope of work with associated fee, including Value Engineering, will require a revised proposal to be prepared for client review and approval.

To be billed monthly, as percent phase complete:

Architectural, Mechanical, Electrical, Plumbing Engineering Services:

Design Development	\$35,000.00
Construction Documentation	\$55,000.00
OSHPD Submittal and approval	\$17,000.00
Furniture Design	\$10,000.00
Furniture Full Specification, Bidding/Review & Selection	\$16,000.00
Construction Administration	\$28,000.00

Total Fee: \$161,000.00

Includes actual expenditures made by Westgroup incurred in the interest of the Project and as directed by client or client's consultants. These may include, but are not limited to, computer plotting, printing and document reproduction, requested overnight delivery, formal presentation finish boards.

SUMMARY

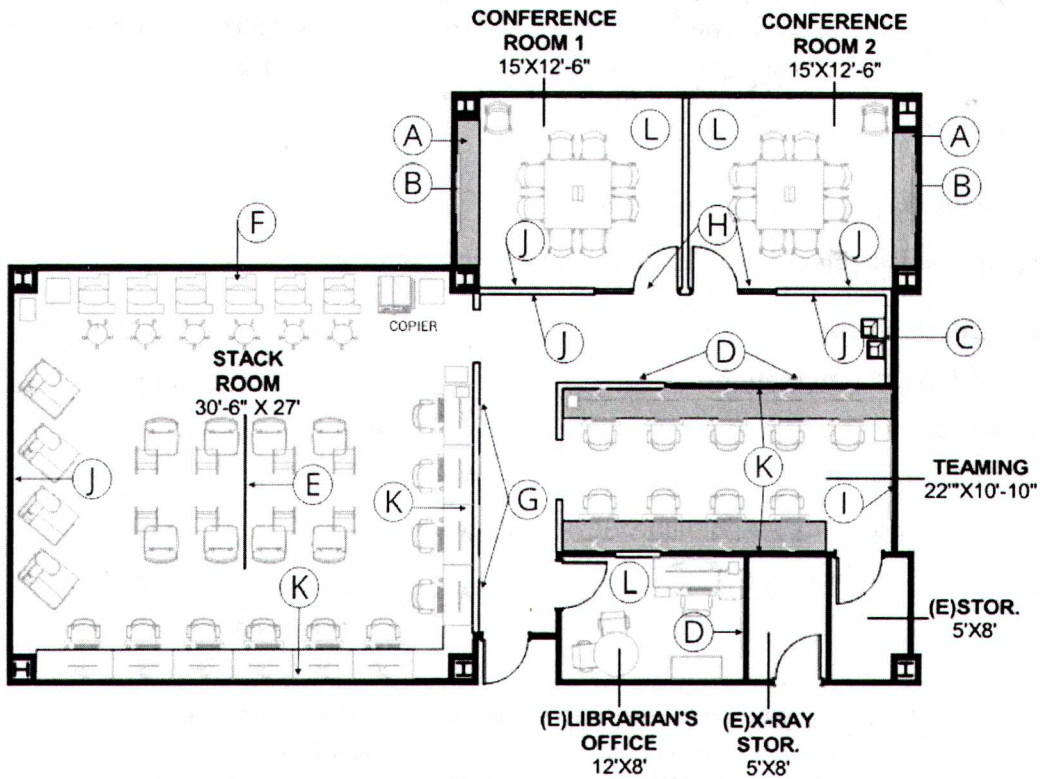
This proposal is based on our understanding of the project scope of services developed to date. If the Scope of Services for this project is altered, this proposal shall be adjusted accordingly to the mutual satisfaction of both the Client and Westgroup Designs.

Sincerely,

Accepted by:


PariSima Hassani
CEO + Managing Principal
Westgroup Designs, Inc.

EXHIBIT A



KEY LEGEND

- (A) BUILT-IN CREDENZA W/ LOCKS
- (B) SMARTBOARD W/ CAMERA AND CONFERENCE PHONE
- (C) HYDRATION DRINKING SYSTEM
- (D) 3' X 5' BULLETIN BOARD
- (E) SPACE DIVIDING SOLUTION
- (F) WORKSTATION-ON-WHEELS UNIT(WOW)
- (G) ARTWORK
- (H) GLASS DOORS WITH SIDELITE
- (I) MAGNETIC WHITEBOARD
- (J) SUPER GRAPHIC
- (K) ACOUSTIC TREATMENT ON WALL
- (L) FLOORING: CARPET IN CONFERENCE ROOMS AND LIBRARIAN'S OFFICE ONLY - THE REST OF THE SPACE WILL RECEIVE LVT

Note:
1. All sizes and square footages shown are approximate