

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



ITEM: 3.14
(ID # 18357)

MEETING DATE:
Tuesday, April 05, 2022

FROM : FACILITIES MANAGEMENT AND RIVERSIDE UNIVERSITY HEALTH SYSTEM :

SUBJECT: FACILITIES MANAGEMENT (FM) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM: Riverside University Health System Medical Center - Emergency Pathology Station Ventilation Hood Replacement Project - California Environmental Quality Act Exempt, Approval of In-Principle and Preliminary Design Development Budget, District 5. [Total Cost \$262,000 - 100% RUHS Enterprise Fund 40050]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Riverside University Health System Medical Center Emergency Pathology Station Ventilation Hood Replacement (RUHS-MC Pathology Hood Replacement) Project for inclusion in the Capital Improvement Program (CIP);
2. Find the RUHS-MC Pathology Hood Replacement Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15269 Emergency Projects Statutory Exemption, Section 15301 Class 1 Existing Facilities Categorical Exemption, Section 15302 Replacement or Reconstruction Categorical Exemption, and Section 15061 (b)(3) "Common Sense" Exemption;

Continued on page 2

ACTION: Policy, CIP

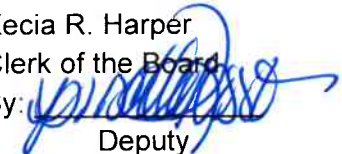

Rose Salgado, Director of Facilities Management 3/21/2022


Jennifer Cruikshank, Chief Executive Officer - Health System 3/24/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Washington 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: April 5, 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 emergency declared RUHS-MC Pathology Hood Replacement Project located in Moreno Valley, California; in order to comply with current environmental and life safety standards;
4. Authorize the use of RUHS Enterprise Fund 40050 in the amount of \$262,000, for the Department requested preliminary design development budget to be validated, for emergency work, including reimbursement to Facilities Management (FM) for incurred emergency project related expenses;
5. Ratify, receive and file the attached emergency procurement (Purchase Order FMARC-100631) with Westgroup Designs, Inc. (Westgroup) of Irvine, California, for design and construction documentation services in the amount of \$191,000, and authorize the Chairman of the Board (Chairman) to execute the contract on behalf of the County pursuant to Board Policy B-11 emergency authority and Resolution No. 2003-23;
6. Authorize the Director of Facilities Management, or her designee, to administer all necessary agreements in accordance with applicable Board policies;
7. Delegate project management authority for the Project to the Director of Facilities Management in accordance with applicable Board policies, including the authority to utilize consultants on the approved pre-qualified list for services in connection with the Project, and are within the approved project budget; and
8. Authorize the Purchasing Agent to execute pre-qualified consultant service agreements not to exceed \$100,000 per pre-qualified consultant, per fiscal year, in accordance with applicable Board policies for the Project, and the sum of all project contracts shall not exceed \$262,000.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 262,000	\$ 0	\$ 262,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RUHS Enterprise Fund 40050 – 100%			Budget Adjustment: No	
			For Fiscal Year: 2021/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The RUHS Medical Center pathology grossing stations are used for examination of surgical specimens in the Pathology and Cytology departments, which are typically performed by a pathologist. The recent environmental testing certification of the pathology grossing station hoods used to ventilate the stations found that the ventilation hoods are not clearing toxic

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

Formalin and Xylene out of the air adequately. The exposure of laboratory personnel to these hazardous materials poses a clear and imminent danger requiring immediate action.

The scope of work for the RUHS-MC Pathology Hood Replacement Project includes but is not limited to: the removal, replacement and retesting of two grossing station ventilation hoods; installation of new cabinetry, mechanical, electrical, plumbing and structural anchoring; reconfiguration of the existing Cytology clean room, and relocation of existing equipment. The Project has been deemed an emergency by Riverside University Health System.

On November 24, 2021, Facilities Management (FM) issued an emergency declaration pursuant to the authority delegated in Resolution 2003-23 by the Board of Supervisors (Board), allowing FM to take immediate action to procure contracts to provide emergency work without competitive bidding. Failure to take immediate action necessary to remedy the compliance issue would pose a health and safety risk to RUHS laboratory personnel and jeopardize the facility licensure.

Facilities Management recommends the Board approve in-principle the RUHS-MC Pathology Hood Replacement Project, the preliminary design development budget in the amount of \$262,000, and the emergency procurement contract with Westgroup in the amount of \$191,000 to ensure environmental safety of the pathology grossing station ventilation hoods. Upon completion and approval of the design by the authorities having jurisdiction, installation of the equipment will be let in accordance with Board policies and procedures. The project will then return to the Board with a revised project budget for consideration.

With certainty, there is no possibility that the RUHS-MC Pathology Hood Replacement Project may have a significant effect on the environment. The emergency Project is limited to the removal and replacement of two pathology grossing station ventilation hoods and associated equipment within the medical center and is necessary to maintain service essential to public health. The work is limited to replacement of existing equipment and would not result in physical changes to the environment. Therefore, the RUHS-MC Pathology Hood Replacement Project is exempt as the Project meets the scope and intent of the Emergency Projects Statutory Exemption identified in 15269(b)(c); Class 1 Existing Facilities Categorical Exemption identified in Section 15301, Class 2 Replacement or Reconstruction Categorical Exemption identified in Section 15302; 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-MC Pathology Hood Replacement Project will ensure the health and safety of laboratory personnel by providing a safe working environment.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Additional Fiscal Information

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


BUDGET LINE ITEMS	BUDGET AMOUNT
DESIGN PROFESSIONAL OF RECORD	191,000
SPECIALTY CONSULTANTS	0
REGULATORY PERMITTING & TESTING	35,000
CONSTRUCTION	0
COUNTY ADMINISTRATION	11,000
PROJECT CONTINGENCY	25,000
PRELIMINARY DESIGN DEVELOPMENT BUDGET	\$ 262,000

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

Attachment:

- P.O. FMARC-100631 with Westgroup Designs, Inc.

RS:SP:NS:SC;mg FM08430011776 MT Item #18357
G:\Project Management Office\FORM 11'S\In Process\18357_D4 - 011776 - RUHS-MC Emerg PathologyVentHood Rplc
Proj - Proj Bdgt & Emerg Procure-Westgroup_040522.doc


Suzanna Hickley, Assistant Director of Purchasing and Fleet Service

3/11/2022


Meghan Hahn, Senior Management Analyst 3/28/2022



COUNTY OF RIVERSIDE

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

PURCHASE ORDER

Vendor Instructions

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

FACILITIES MANAGEMENT

FM-Invoices@rivco.org
Facilities Management Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Dispatch Via Email		
Purchase Order FMARC-0000100631	Date 2022-01-12	Revision
Payment Terms Net 30	Freight Terms FOB Destination, Freight Paid	Ship Via BEST WAY
Buyer Jamie Garcia	Phone	Currency USD

Vendor: 0000012206
Westgroup Designs Inc
19772 MacArthur Blvd Ste
100
Irvine CA 92612
United States

Ship To: 6327-26000
Facilities Management
FM Purchasing Supply
Svcs
2991 Franklin Avenue
Floor 1st
Riverside CA 92507
United States

Attention: Not Specified

Bill To: FM-Invoices@rivco.org
Facilities Management
Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Tax Exempt? N		Tax Exempt ID:	Replenishment Option: Standard				
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Emergency Replacement of Pathology Grossing Hoods, - CONSULTING SERVICES FOR DESIGN		1.00	HR	191000.00	191000.00	02/26/2022
Schedule Total						<u>191000.00</u>	
Item Total 91800						<u>191000.00</u>	

This Purchase Order is being issued at the request of the Facilities Management Department. All discrepancies in price and quantities MUST be communicated before work is completed or orders are shipped. PO number must be referenced on all work orders and invoices to assure prompt payment.

A break down of parts and labor must be stated on the invoice if applicable.

Applicable Freight charges must be communicated prior to shipment if not otherwise referenced. Goods are FOB Destination
For questions regarding this order and/or delivery instructions - Department Contact: NAHID SELBE

Thank you,

Jamie Garcia, Procurement Contract Specialist
Riverside County Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504
Desk (951) 955-7989
Email: Jamie.Garcia@rivco.org

In the event the contract referenced expires, this PO expires simultaneously

Authorized Signature



COUNTY OF RIVERSIDE

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

PURCHASE ORDER

Vendor Instructions

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FACILITIES MANAGEMENT

FM-Invoices@rivco.org
Facilities Management Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

		Dispatch Via Email
Purchase Order	Date	Revision
FMARC-0000100631	2022-01-12	
Payment Terms	Freight Terms	Ship Via
Net 30	FOB Destination, Freight Paid	BEST WAY
Buyer	Phone	Currency
Jamie Garcia		USD

Vendor: 0000012206
Westgroup Designs Inc
19772 MacArthur Blvd Ste
100
Irvine CA 92612
United States

Ship To: 6327-26000
Facilities Management
FM Purchasing Supply
Svcs
2991 Franklin Avenue
Floor 1st
Riverside CA 92507
United States

Attention: Not Specified

Bill To: FM-Invoices@rivco.org
Facilities Management
Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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Riverside County Terms and Conditions are in full effect as noted.

PAYMENT TERMS: For calculating due dates for payment terms, County will use either the date that the invoice is received by the County or the date the goods/services are received, whichever is later. Terms: Net 30

- *116-200 General Terms
- *116-210 General Conditions & Materials and/or Services
- *116-230 General Conditions & Equipment
- *116-260 Local Vendor Qualification Affidavit

To view County's Terms and Conditions, please refer to <http://www.purchasing.co.riverside.ca.us>

Acceptance of order confers acceptance of the terms as applicable to the product or service noted on this PO. Insurance documents with correct endorsements MUST be on file prior to service scheduling. Automobile insurance endorsements are required if the awarded vendor is delivering goods in a company vehicle not an outside shipping source (UPS, FedEx, etc.)

In the event of contradiction, between the County's and the Seller's conditions, the County's conditions will prevail.

The County reserves the right to cancel the unexpended balance of this order at any time.

Total PO Amount 191000.00

Authorized Signature

December 21, 2021

Ms. Nahid Selbe
Project Manager III
Project Management Office
County of Riverside – Facilities Management

RE: RUHS Pathology Hood Replacement located at RUHS Medical Center – 26520 Cactus Avenue, Moreno Valley, CA 92555

Dear Ms. Selbe,

Westgroup Designs, Inc. (WD) is pleased to submit the following proposal for Architectural / Interior Design services for the Pathology Hood Replacement for Riverside University Health System (RUHS) (Client) at 26520 Cactus Avenue, Moreno Valley, CA 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 The project consists of preparing design and construction documentation as follows:

- 1.1.1 Pathology E0088 – Removal and replacement of one (1) grossing hood, removal of one (1) hood not to be replaced, new upper and lower cabinetry in place of the removed hood, mechanical, electrical, plumbing, structural scope as required;
- 1.1.2 Cytology E0082 - Reconfiguration of the existing "clean utility room" to Cytology, one (1) new hood, removal and replacement of upper and lower cabinets, two (2) new sinks with eye-wash stations, relocation of existing equipment, mechanical, electrical, plumbing, structural scope as required;
- 1.1.3 Clean Utility Room E0081 – Remove and replace upper and lower cabinets, remove two (2) sinks and cap plumbing as required, mechanical, electrical, plumbing, structural scope as required;

1.2 Per our understanding of the project, WD will provide the following requested services listed below in Section 2.0, 3.0, 4.0, and 5.0. In good faith, prior to date of this proposal, WD has participated in meetings, conference calls and review of proposed equipment. 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 SCHEMATIC DESIGN

- 2.1 WD will prepare a scaled building set from existing CAD files including: demolition, construction, reflected ceiling, power/data/equipment and finish plans in Revit (BIM software), with all walls, door/window penetrations, and core components for use in developing a detailed space plan for use in occupancy calculations and preliminary engineering coordination.
- 2.2 As required, WD will compile schematic design documentation along with consultant notes, to be issued for preliminary review and approval by County of Riverside Facilities Management, as well as RUHS and their Pathology Department. Two (2) minor rounds of revisions included. Further changes will be provided as Additional Services.

3.0 DESIGN DEVELOPMENT AND CONSULTANT COORDINATION

- 3.1 Based upon the approved Schematic Design scope of work, 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. One (1) minor round of revisions included. Further changes will be provided as Additional Services.
- 3.2 Design will be conveyed in plans, elevations, details or graphically, as deemed appropriate for communicating the information, along with samples of finish materials.
- 3.3 WD will coordinate with our consultants for preparation of their preliminary systems and equipment progress documentation.
- 3.4 WD will Issue Design Development package for review and approval by County of Riverside Facilities Management, as well as RUHS and their Pathology Department.

4.0 CONSTRUCTION DOCUMENTS

- 4.1 Based upon the approved Design Development package, WD will prepare the Construction Documents which include drawings, 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, reference site plan, demolition plan, construction floor plan, power and data location plan, ceiling/lighting plan, elevations, related details, finish plans, schedules, and specifications. All documentation will be in conformance to applicable Building, Fire/Life Safety, ADA and accessibility requirements, and requirements of all other authorities having jurisdiction.
- 4.3 WD will coordinate the architectural Construction Documents with our retained consultants, including mechanical, electrical, plumbing, and structural 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.
- 4.5 WD will submit the approved complete set of construction documents to the government agencies having jurisdiction over the project for plan check and permit issuance. 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.

5.0 CONSTRUCTION ADMINISTRATION

- 5.1 Upon issuance of the permits, and approval of pricing, WD will provide basic services for the Construction Phase of the project for the duration of the construction, estimated to be 24 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 weekly conference call during construction for 24 weeks, coordinating with Contractor, consultants, engineers and Client team members. Six (6) site visits/meetings during construction (once a month) 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 As part of a monthly site visit, 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 understanding of the scope of work per Site Visit on December 15, 2021 and cut sheets for proposed equipment provided to date. Should client request to revise design or scope direction during the process, work already completed by Westgroup Designs and its 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 and Interior Design Services:

Schematic Design	\$8,822.00
Design Development	\$18,748.00
Construction Documentation	\$38,598.00
HCAi Plan Check and Approval	\$16,542.00
Construction Administration	\$27,570.00
Subtotal:	\$110,280.00

Engineering Fee – Structural, Mechanical, Electrical:

Construction Documents	\$49,740.00
Plan Check	\$13,210.00
Bidding	\$2,670.00
Construction Administration	\$15,100.00
Subtotal:	\$80,720.00
TOTAL LUMP SUM FEE:	\$191,000.00

*** Reimbursable Expenses:**

Includes actual expenditures made by Westgroup incurred in the interest of the Project and as directed by client or client's consultants, plus an administrative fee of 10%. These may include, but are not limited to, plan check fees, travel expenses, computer plotting, printing and document reproduction, requested overnight delivery, formal presentation finish boards.

To: Director of Facilities Management

From: Angela Simpkins

Date: 11/24/2021

Subject: Emergency Replacement of Pathology Grossing Hoods

Details of the emergency. The current pathology hoods used in the Pathology grossing room are not clearing the Formalin and Xylene out of the air adequately. Environmental Reports from CHT that measure concentrations of Formalin and Xylene in the work area are required to ensure safe working conditions for Lab personnel when exposed to hazardous material. The current Environmental Report cited a 1.1 ppm Concentration of Formalin in room E0088 which is considered a Fail in the report. OSHA permissible exposure limit is 0.75 ppm, based on personal exposure for an 8-hour period.


The emergency will not permit a delay resulting from a competitive solicitation for bids and be detrimental to the interests of the County because we are required to provide a safe working environment for all Laboratory personnel and an immediate replacement of both Pathology Grossing Stations with proper ventilation is required.

Therefore, with this memorandum, the Director of Facilities Management is declaring this to be an emergency situation pursuant to County of Riverside Board Policy B-11, Section IV *Emergency Action* which states in part:

In the case of an emergency (as defined by Public Contract Code Section 1102, "...[which] means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services")

The procurement of necessary equipment, services, and supplies made under this declaration of emergency shall only be for the purpose of meeting needs created by the emergency situation and shall be subject to the requirements and reporting procedures described in Chapter 2.5 of the California Public Contract Code, commencing with Section 22050. Upon utilization of this authority a report will be made to the Board for ratification of all actions which exceed contractual authority of the Director of Facilities Management or the County Purchasing Agent.

Emergency Declaration Requested by:



Agency Head or Designee

11/24/2021
Date

Emergency Declaration Approved by:

Rose Salgado

Digitally signed by Rose Salgado
DN: cn=Rose Salgado, o=Riverside County, ou=Facilities
Management, email=rosesalgado@rccogov.ca.us
Date: 2021.11.24 17:08:58 -0800

Director of Facilities Management

Date

PROFESSIONAL SERVICES AGREEMENT

For RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER PATHOLOGY HOOD
REPLACEMENT PROJECT

FM8430011776

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 PATHOLOGY HOOD REPLACEMENT PROJECT CONSULTANT shall provide all services in accordance with this Agreement and as outlined and specified in Exhibit "A", consisting of Three (3) 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 **March 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 Ninety One Thousand Dollars (\$191,000.00)** 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

ATTEST:

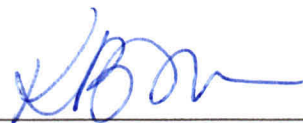
Kecia R. Harper
Clerk of the Board

By: 
Deputy

(SEAL)

APPROVED AS TO FORM:

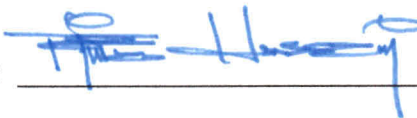
Gregory P. Priamos
County Counsel

By: 
K. Bell Valdez
Deputy County Counsel

“CONSULTANT”

WESTGROUP DESIGN, INC.

By: PariSima Hassani
Title: CEO + Managing Principal

By: 
Federal Tax I.D. No. 330564931

Address: _____

To: Director of Facilities Management

From: Angela Simpkins

Date: 11/24/2021

Subject: Emergency Replacement of Pathology Grossing Hoods

Details of the emergency. The current pathology hoods used in the Pathology grossing room are not clearing the Formalin and Xylene out of the air adequately. Environmental Reports from CHT that measure concentrations of Formalin and Xylene in the work area are required to ensure safe working conditions for Lab personnel when exposed to hazardous material. The current Environmental Report cited a 1.1 ppm Concentration of Formalin in room E0088 which is considered a Fail in the report. OSHA permissible exposure limit is 0.75 ppm, based on personal exposure for an 8-hour period.

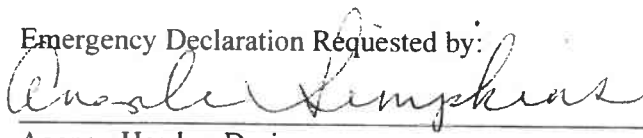
The emergency will not permit a delay resulting from a competitive solicitation for bids and be detrimental to the interests of the County because we are required to provide a safe working environment for all Laboratory personnel and an immediate replacement of both Pathology Grossing Stations with proper ventilation is required.

Therefore, with this memorandum, the Director of Facilities Management is declaring this to be an emergency situation pursuant to County of Riverside Board Policy B-11, Section IV *Emergency Action* which states in part:

In the case of an emergency (as defined by Public Contract Code Section 1102, "...[which] means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services")

The procurement of necessary equipment, services, and supplies made under this declaration of emergency shall only be for the purpose of meeting needs created by the emergency situation and shall be subject to the requirements and reporting procedures described in Chapter 2.5 of the California Public Contract Code, commencing with Section 22050. Upon utilization of this authority a report will be made to the Board for ratification of all actions which exceed contractual authority of the Director of Facilities Management or the County Purchasing Agent.

Emergency Declaration Requested by:



Agency Head or Designee

11/24/2021

Date

Emergency Declaration Approved by:

Rose Salgado
Digitally signed by Rose Salgado
DN: cn=Rose Salgado, o=Riverside County, ou=Facilities
Management, email=Rosalgado@riversideco.org, c=US
Date: 2021.11.24 17:08:58 -08'00'

Director of Facilities Management

Date

December 21, 2021

Ms. Nahid Selbe
Project Manager III
Project Management Office
County of Riverside – Facilities Management

RE: RUHS Pathology Hood Replacement located at RUHS Medical Center – 26520 Cactus Avenue, Moreno Valley, CA 92555

Dear Ms. Selbe,

Westgroup Designs, Inc. (WD) is pleased to submit the following proposal for Architectural / Interior Design services for the Pathology Hood Replacement for Riverside University Health System (RUHS) (Client) at 26520 Cactus Avenue, Moreno Valley, CA 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 The project consists of preparing design and construction documentation as follows:

- 1.1.1 Pathology E0088 – Removal and replacement of one (1) grossing hood, removal of one (1) hood not to be replaced, new upper and lower cabinetry in place of the removed hood, mechanical, electrical, plumbing, structural scope as required;
- 1.1.2 Cytology E0082 - Reconfiguration of the existing "clean utility room" to Cytology, one (1) new hood, removal and replacement of upper and lower cabinets, two (2) new sinks with eye-wash stations, relocation of existing equipment, mechanical, electrical, plumbing, structural scope as required;
- 1.1.3 Clean Utility Room E0081 – Remove and replace upper and lower cabinets, remove two (2) sinks and cap plumbing as required, mechanical, electrical, plumbing, structural scope as required;

1.2 Per our understanding of the project, WD will provide the following requested services listed below in Section 2.0, 3.0, 4.0, and 5.0. In good faith, prior to date of this proposal, WD has participated in meetings, conference calls and review of proposed equipment. 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 SCHEMATIC DESIGN

- 2.1 WD will prepare a scaled building set from existing CAD files including: demolition, construction, reflected ceiling, power/data/equipment and finish plans in Revit (BIM software), with all walls, door/window penetrations, and core components for use in developing a detailed space plan for use in occupancy calculations and preliminary engineering coordination.
- 2.2 As required, WD will compile schematic design documentation along with consultant notes, to be issued for preliminary review and approval by County of Riverside Facilities Management, as well as RUHS and their Pathology Department. Two (2) minor rounds of revisions included. Further changes will be provided as Additional Services.

We Design. We Deliver. We Drive Change.

19520 Jamboree Rd | Suite 100 | Irvine, CA 92612 | p 949.250.0880 | f 949.250.0882 | [web westgroupdesigns.com](http://www.westgroupdesigns.com)

3.0 DESIGN DEVELOPMENT AND CONSULTANT COORDINATION

- 3.1 Based upon the approved Schematic Design scope of work, 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. One (1) minor round of revisions included. Further changes will be provided as Additional Services.
- 3.2 Design will be conveyed in plans, elevations, details or graphically, as deemed appropriate for communicating the information, along with samples of finish materials.
- 3.3 WD will coordinate with our consultants for preparation of their preliminary systems and equipment progress documentation.
- 3.4 WD will issue Design Development package for review and approval by County of Riverside Facilities Management, as well as RUHS and their Pathology Department.

4.0 CONSTRUCTION DOCUMENTS

- 4.1 Based upon the approved Design Development package, WD will prepare the Construction Documents which include drawings, 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, reference site plan, demolition plan, construction floor plan, power and data location plan, ceiling/lighting plan, elevations, related details, finish plans, schedules, and specifications. All documentation will be in conformance to applicable Building, Fire/Life Safety, ADA and accessibility requirements, and requirements of all other authorities having jurisdiction.
- 4.3 WD will coordinate the architectural Construction Documents with our retained consultants, including mechanical, electrical, plumbing, and structural 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.
- 4.5 WD will submit the approved complete set of construction documents to the government agencies having jurisdiction over the project for plan check and permit issuance. 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.

5.0 CONSTRUCTION ADMINISTRATION

- 5.1 Upon issuance of the permits, and approval of pricing, WD will provide basic services for the Construction Phase of the project for the duration of the construction, estimated to be 24 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 weekly conference call during construction for 24 weeks, coordinating with Contractor, consultants, engineers and Client team members. Six (6) site visits/meetings during construction (once a month) 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.

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- 5.4 As part of a monthly site visit, 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 understanding of the scope of work per Site Visit on December 15, 2021 and cut sheets for proposed equipment provided 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 and Interior Design Services:

Schematic Design	\$8,822.00
Design Development	\$18,748.00
Construction Documentation	\$38,598.00
HCAi Plan Check and Approval	\$16,542.00
Construction Administration	\$27,570.00
Subtotal:	\$110,280.00

Engineering Fee – Structural, Mechanical, Electrical:

Construction Documents	\$49,740.00
Plan Check	\$13,210.00
Bidding	\$2,670.00
Construction Administration	\$15,100.00
Subtotal:	\$80,720.00
TOTAL LUMP SUM FEE:	\$191,000.00

** Reimbursable Expenses:*

Includes actual expenditures made by Westgroup incurred in the interest of the Project and as directed by client or client's consultants, plus an administrative fee of 10%. These may include, but are not limited to, plan check fees, travel expenses, computer plotting, printing and document reproduction, requested overnight delivery, formal presentation finish boards.

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Purchase Requisition Line Item

PRL1138710_001

General

Part No	1	Item ID (Purchasing Only)	
Description	FM08430011776 - Emergency Replacement of Pathology Grossing Hoods, B-11 Emergency Declaration Approved by Director of Facility. \$191,000 PO to WestGroup Design, Inc. (19520 Jamboree Rd, Suite 100 Irvine, CA 92612) for Architectural/ Interior Design Services for RUHS-MC Pathology Grossing Room, meets all regulatory requirements. Work to be performed in strict accordance with County policies and the attached proposal dated December 21/2021 and B-11 Declaration December 22/2021.	Non-Cap Asset Type	
		Manufacturer	
		Model No.	
Quantity	1.00		
UOM	GRS (Gross)	Extended Cost	\$191,000.00
Unit Price	\$191,000.00	Tax Amount	\$0.00
Tax Rate	0.00	Total Cost	\$191,000.00

Item Receipt

All Items Received

Item Qty Received

Qty Variance 1.00

Back Order Expected

Cancel Back Order

Item Received Updated By

Item Received Updated On

Environmental Compliance (Purchasing ONLY)

Hazardous Material

HazMat Updated By

HazMat Updated On

Capital Asset Review (Accounting ONLY)

Capital Asset

Capital Asset Confirmed By

Capital Asset Confirmed On

Notes / Documents

Title:

 Westgroup Design Proposal.pdf

[Nahid Selbe](#) 12/28/2021 10:07 AM

Title:

 Pathology Grossing Hood B11_RUHS Medical Center 11242021.pdf

[Nahid Selbe](#) 12/28/2021 10:07 AM

Title:

 Westgroup Design PSA.docx

[Nahid Selbe](#) 12/28/2021 10:06 AM

Status

Active

COPY

FM staff to file

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

NOTICE OF EXEMPTION

February 22, 2022

Project Name: Riverside University Health System Medical Center (RUHS-MC) Emergency Pathology Grossing Station Ventilation Hood Replacement Project

Project Number: FM08430011776

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: RUHS MC Pathology grossing stations are used for examination of surgical specimens in the Pathology and Cytology departments, which are typically performed by a pathologist. The recent environmental testing certification of the pathology grossing station hoods used to ventilate the stations found that the ventilation hoods are not clearing toxic Formalin and Xylene out of the air adequately. The exposure of laboratory personnel to these hazardous materials poses a clear and imminent danger requiring immediate action.

The scope of work for the project includes, but is not limited to, the removal, replacement and retesting of two grossing station ventilation hoods, new cabinetry, mechanical, electrical, plumbing and structural anchoring, reconfiguration of the existing Cytology clean room, and relocation of existing equipment. The Project has been deemed an emergency by Riverside University Health System. The replacement of the ventilation hoods at RUHS MC Pathology 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 15269 Emergency Projects Statutory Exemption; Section 15301 Existing Facilities Categorical Exemption; Section 15302 Replacement or Reconstruction Categorical Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5, 18 and 19, Sections 15061, 15269 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 replacement of the ventilation hoods at RUHS MC Pathology.

APR 05 2022 (R 14)

- Section 15269 (b)(c) -Emergency Projects:** This statutory exemption consists of emergency projects that are exempt under CEQA. Under (b), emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to the public health, safety or welfare are exempt. Under (c), specific actions necessary to prevent or mitigate an emergency are exempt. The replacement of the ventilation hoods at RUHS MC Pathology satisfies both of these conditions, as the RUHS Medical Center is an essential public facility that provides health and medical services to those in need. The lack of complete ventilation at the hospital has resulted in elevated levels of toxins that poses an immediate health risk that can result in the loss of the hospital's ability to provide these critical health services to the public. Emergency replacement of this equipment is required to avoid a threat to the public health, safety and welfare. In addition, unventilated areas with residual toxins necessitates replacement in order to maintain public health, as people in hospitals contain sensitive populations, including the sick and elderly, who are more susceptible to threats to public health. Therefore, the project is exempt as it meets the scope and intent of the Statutory Exemption identified in Section 15269, Article 18, Statutory Exemptions of the CEQA Guidelines.
- Section 15301 (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 replacement of the ventilation hoods at RUHS MC Pathology. 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 15302 -Replacement or Reconstruction:** This Class 2 categorical exemption consists of the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. Under (c), replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity. The project, as proposed, is the replacement of a component of the ventilation system of similar size and capacity. The system is an existing facility that supports the provision of pathology services and the replacement would have the same purpose as the existing infrastructure. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15302, 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 replacement of the ventilation hoods at RUHS MC Pathology 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 compliant and safe health 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: 2-22-2022

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