



**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER GOVERNING BOARD  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 15.1**  
(ID # 22906)

**MEETING DATE:**

Tuesday, September 26, 2023

**FROM :** RUHS-MEDICAL CENTER:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM – MEDICAL CENTER: Approve the Professional Service Agreement with Sudweeks Construction, Inc., to Provide Maintenance and Repair Services, Effective Upon Signature of this Agreement by Both Parties and Continues in Effect Through June 30, 2026, with the option to renew for two additional one-year periods through June 30, 2028, All Districts. [Total Cost \$1,000,000, up to \$20,000 in additional compensation, \$200,000 annually, 100% - Hospital Enterprise Fund 40050]

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

1. Approve the Professional Service Agreement with Sudweeks Construction, Inc., to provide maintenance and repair services for an amount of \$200,000 per fiscal year, with the option to renew for two additional one-year periods for a total of \$1,000,000 through June 30, 2028; and authorize the Chair of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based upon the availability of funding and as approved as to form by County Counsel, to sign amendments that exercise the options of the Agreement including to make modifications to the scope of services that stay within the intent of the Agreement; and to sign amendments to the compensation provisions that do not exceed the total sum of ten percent (10%) of the total annual cost of the agreement.

**ACTION:**Policy

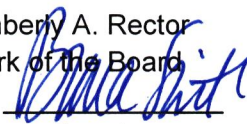
  
 Jennifer Cruikshank, Chief Executive Officer – Health System 8/30/2023

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**MINUTES OF THE GOVERNING BOARD**

On motion of Supervisor Gutierrez, 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 Gutierrez  
**Nays:** None  
**Absent:** None  
**Date:** September 26, 2023  
**xc:** RUHS-Medical Center

Kimberly A. Rector  
 Clerk of the Board  
 By:   
 Deputy

**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH  
SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$200,000	\$200,000	\$1,000,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 100% - Hospital Enterprise Fund - 40050			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 23/24-27/28	

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

**BACKGROUND:**

**Summary**

Sudweeks Construction, Inc., (“Sudweeks”), is an approved county vendor to provide maintenance and repair services, in accordance with but not limited to service options listed below:

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>a. Floor Covering</li> <li>c. Plumbing</li> <li>e. Painting</li> <li>g. Metal Fabrication</li> <li>i. Drywall Repair (Paint &amp; Patch)</li> <li>k. Concrete (New &amp; Repair)</li> <li>m. Leak Detection</li> <li>o. Fencing Installation</li> <li>q. Welding</li> <li>s. Fire Sprinkler Repair</li> <li>u. Mold Remediation</li> <li>w. Door Installation</li> <li>y. Debris &amp; Rubbish Haul Away Services</li> </ul> | <ul style="list-style-type: none"> <li>b. Seam Welding</li> <li>d. Electrical</li> <li>f. Epoxy Coatings</li> <li>h. Tile Installation</li> <li>j. Asphalt (Patch &amp; Coating)</li> <li>l. Structural Framing (Wood &amp; Metal)</li> <li>n. Roofing</li> <li>p. Shade Structure Installation</li> <li>r. Glass (Repair &amp; Installation)</li> <li>t. Air Balancing</li> <li>v. Carpet Installation</li> <li>x. Water Damage Repair Services</li> <li>z. Decal &amp; Graphics Installation Services</li> </ul> |
|---|--|

Currently, the Riverside University Health System Medical Center (RUHS-MC) has an ongoing need to use contractors to assist the Plant Operations team with maintenance and repairs that fall out of RUHS-MC maintenance team’s areas of knowledge or require a larger workforce than RUHS-MC has available to complete projects in a timely manner to keep RUHS-MC’s ability to serve the patient community. Sudweeks has an accomplished track record in providing maintenance and repair services.

The requested Board of Supervisors (Board) action will approve a Professional Service Agreement (Agreement) with Sudweeks Construction, Inc., to provide maintenance and repair services for three (3) years, with two (2) one-year renewal options, effective upon signature of this Agreement by both parties and continues in effect through June 30, 2028, with an annual amount of \$200,000 and an aggregate amount of \$1,000,000. The requested annual amount is based on RUHS 22/23 FY spending report and projection.

**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH  
SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

This Agreement will ensure that adequate funding is in place to provide maintenance and repair services, supporting RUHS-MC's ability to meet the patient services needs of the surrounding community.

**Impact on Residents and Businesses**

These services are a component of RUHS's system of care aimed at improving the health and safety of its patients and the community.



**Contract History and Price Reasonableness**

The Purchasing Department on behalf of Riverside University Health System, issued Request for Quote (RFQ) MCARC-349 for Maintenance and Repairs Services for Riverside University Health System. The RFQ notification was viewed by 77 vendors, with 25 vendors responding and only received four (4) bid responses. Each bid response was evaluated based on the criteria set forth in the RFQ requirements. The lowest, most responsive and responsible bidder is Sudweeks Construction Inc; therefore, it is recommended that the contract be awarded to Sudweeks Construction Inc.

The current proposed Agreement requires Board approval as its compensation provisions exceed the Purchasing Agent's authority per the County Purchasing Policy Manual and California Government Code § 25502.5.

**ATTACHMENTS:**

**Attachment A:** Professional Service Agreement for Maintenance and Repair Services between County of Riverside and Sudweeks Construction, Inc.

 Meghan Hahn, Deputy Director of Procurement	9/18/2023	 Jacqueline Ruiz, Sr. Management Analyst	9/19/2023
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 Gregg Gu, Chief Deputy County Counsel	9/19/2023
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**PROFESSIONAL SERVICE AGREEMENT**

**for**

**MAINTENANCE AND REPAIRS SERVICES**

**between**

**COUNTY OF RIVERSIDE**

**and**

**SUDWEEKS CONSTRUCTION, INC.**



SEP 26 2023 15.1

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This Agreement made and entered into by and between Sudweeks Construction, Inc., a California corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as the "COUNTY"), on behalf of Riverside University Health System-Medical Center (herein referred to as "RUHS-MC"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provision, of the Agreement. CONTRACTOR shall comply with the requirements set forth in Exhibit C, Labor Code and Prevailing Wage Rates, of this Agreement. The foregoing Exhibits are attached hereto and incorporated herein by this reference.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2026, unless terminated earlier. This Agreement may be renewed for an additional two (2) one-year renewals ("Renewal Term") at the end of the initial term or any Renewal Term, by written amendment executed by both parties. CONTRACTOR shall commence performance upon the effective date and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provision. Maximum payments by COUNTY to CONTRACTOR shall not exceed two hundred thousand dollars (\$200,000) annually including

all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR 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. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside University Health System

Attn: Purchasing

26520 Cactus Avenue

Moreno Valley, California 92555

[AP@ruhealth.org](mailto:AP@ruhealth.org)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (4300184050); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.



**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**5.5** CONTRACTOR'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 CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

**5.7** The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

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**7. Conduct of Contractor**

**7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

**7.2** The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

**7.3** The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

**8.1** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

**9.1** The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this

Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

#### **10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

#### **11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of

competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

## **12. Licensing and Permits**

**12.1** CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

**12.2** CONTRACTOR must maintain a valid California State License Board (CSLB) General B, General A, and C27 and in good standing with the CSLB continuously through the term of this Agreement.

**12.3** Scheduled preventative maintenance is considered a public works project according to labor code 1771 and subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). Prevailing wage and registration requirements remain in effect throughout the period of this Agreement. CONTRACTOR will provide their DIR registration each fiscal year to COUNTY within ten (10) business days of renewal. COUNTY will register this service Agreement annually and provide CONTRACTOR with the applicable DIR project identification number in which to reference when uploading electronic certified payroll records to [www.dir.ca.gov](http://www.dir.ca.gov) as required.

## **13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the

COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

**17.1** The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

**18.1** 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 two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Riverside University Health System –  
Medical Center  
26520 Cactus Avenue  
Moreno Valley, California 92555

**CONTRACTOR**

Sudweeks Construction, Inc.  
31600 Railroad Canyon Rd. Suite 102  
Canyon Lake, California 92587

**19. Force Majeure**

**19.1** If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

**20.1** In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders



and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

## **21. Hold Harmless/Indemnification**

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

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

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

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

## **22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost

and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR 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 CONTRACTOR'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 is used in the performance of the obligations under this Agreement, then CONTRACTOR 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:**

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor'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 Contractor'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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'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) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of

insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

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

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 of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR 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) CONTRACTOR 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.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** 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 of this Agreement. Failure on the part of 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 or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall

promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event 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.

**23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

**24**     **Electronic Signatures**


**24.1** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

*[Signature Page Follows]*

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

**COUNTY OF RIVERSIDE**, a political subdivision of the State of California, on behalf of the **Riverside University Health System-Medical Center**.

**SUDWEEKS CONSTRUCTION, INC.**, a California corporation.

By: 

By: 

Name: KEVIN JEFFRIES

Name: John Trevor Sudweeks

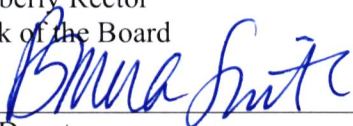
Title: CHAIR, BOARD OF SUPERVISORS

Title: President

Date: 9/26/23

Date: 09/13/2023

**ATTEST:**  
Kimberly Rector  
Clerk of the Board

By:   
Deputy

**APPROVED AS TO FORM**

Minh C. Tran  
County Counsel

By: Tawny Lieu

Name: Tawny Lieu

Title: Deputy County Counsel

Date: Sep 18, 2023

SEP 26 2023 15.1

**EXHIBIT "A"**  
SCOPE OF SERVICES

CONTRACTOR shall execute full and complete maintenance and repair services with the ability to provide labor, supervision, vehicles, equipment, materials, and related services required for maintenance and repair within the RUHS-MC.

**1. SERVICE DESCRIPTION:**

Maintenance and repair may or may not include all items listed in Exhibit A.

The CONTRACTOR shall supply adequate labor, supervision, vehicles, equipment, and materials, to adequately perform the requested services, and any other type of material to ensure proper maintenance and repairs at the prices outlined in Exhibit A.

Services as outlined in Exhibit A, as needed to assist the Plant Operations team with items that fall out of staff areas of knowledge or require more manpower to complete in a timely manner than current staff can handle. Examples of work to include, but not be limited to drywall repair, patch, and paint, plumbing, electrical, flooring, roofing, parking lot repairs, steel backing, flatwork, casework, glass repairs, fabrication of needed items, welding, AC repairs, mold remediation, containment, fire sprinklers, light upgrades, floor leveling, epoxy coating installation, etc.

**2. GEOGRAPHICAL COVERAGE:**

The CONTRACTOR shall provide maintenance and repair services at the main RUHS Medical Center campus, including the Hospital, Medical Surgical Center, Campus Professional Building, and the Education Building.

Location	Address	Zip Code	Number	To Include
Riverside University Health System – Medical Center	26520 Cactus Avenue, Moreno Valley, California	92555	(951) 486-4000	Hospital; Medical Surgical Center; Campus Professional Building; and Education Building

**3. CONTRACT COORDINATOR:**

The CONTRACTOR shall assign one (1) dedicated manager for the term of the Agreement in order to respond to inquiries, provide quotations, and coordinate maintenance and repair operations with COUNTY project managers. The COUNTY Department will request the vendor’s designated project manager to attend meetings to provide planning, logistical support, cost and time estimates and other required relevant information. CONTRACTOR must communicate with COUNTY if there are personnel changes with the project manager to ensure continuity of services.

**4. MILESTONES AND DELIVERABLES:**



Parties will work to develop Milestones and Deliverables in good faith within a reasonable time after commencement of the Agreement. All Milestones and Deliverables will be based on the scope of work and emergence of the requested services.

**5. SCHEDULE AND TIMEFRAMES:**

Parties will work to develop Schedule and Timeframes in good faith within a reasonable time after commencement of the Agreement. Schedules and Timeframes will be based on the scope of work and emergence of requested services.

**6. SCOPE AND TECHNICAL DETAILS:**

Maintenance and assistance as required by RUHS Plant Operations supervisors. Containment and practices as outlined in the RUHS Infection Control Matrix, which is attached to this Agreement as Exhibit D and incorporated herein by reference. Trash must be disposed of by the CONTRACTOR. All tools and materials must be secured by the CONTRACTOR at the end of each business day. RUHS MC Inspector of Record (IOR) inspections as required to stay compliant with California Department of Health Care Access and Information (HCAI) guidelines.

**7. SUPERVISION REQUIREMENTS:**

CONTRACTOR is required to check in at the vendors entrance located in the RUHS-MC Pavilion. Proper ID must be shown, and previous plans must have been made for badges and hospital access. RUHS MC IOR inspections as required to stay compliant with HCAI guidelines. Punch-walk by construction manager, both RUHS and vendor, is required prior to finalization of project. The CONTRACTOR shall be on-site or immediately available by phone to supervise the entire assignment and to resolve any problems should they arise.

**8. JOB WALK THROUGH:**

The CONTRACTOR shall walk through each project and submit a firm price respectively according to the Payment Provision set forth in "Exhibit B" once the service is defined and requirements are prescribed by the COUNTY project manager. It shall be the CONTRACTOR'S responsibility to meet respective COUNTY Department work/delivery requirements, as specified by each COUNTY project manager. COUNTY reserves the right to consolidate maintenance and repair or what is in the best interest of the COUNTY.

**9. QUOTE SUBMISSION PER SERVICE PROJECT:**

The CONTRACTOR's project manager will be responsible for providing written estimates to all COUNTY departments for maintenance and repairs.

**10. PER HOUR BREAKDOWN EXAMPLE:**

Fractions of an hour shall be determined in accordance with the following table:

Minutes Over but Not Over Fractional Hour		
0-----7-----	omit	
7-----22-----	1/4	
22-----37-----	1/2	
37-----52-----	3/4	
52-----60-----	1	

CONTRACTOR shall NOT assess overtime rates for hours worked beyond the first eight (8) hours because of CONTRACTOR's failure to position a responsible person and/or crew and/or equipment at the time prescribed in CONTRACTOR's work order placed by the County. **CONTRACTOR shall provide per hour pricing information in Exhibit "B", provided herein.**

**11. NON-PERFORMANCE:**

The COUNTY reserves the right to obtain services on the open market in the event CONTRACTOR fails to provide services consistent with the industry standard and any price differential will be charged against the CONTRACTOR.

**12. MAINTENANCE AND REPAIR VEHICLES:**

The COUNTY expects that all vehicles will be watertight and in good operational repair. The CONTRACTOR will be prepared to have available maintenance services (tow trucks, service personnel) required to service any non-operative vehicle during any assigned project. This service will be capable of repairing or replacing any deficient vehicles within two hours of the incident.

**13. SUBCONTRACTORS:**

In the absence of written consent from the COUNTY Central Purchasing Division, subcontracting work projects to third parties is strictly prohibited.

**14. DAMAGES:**

The CONTRACTOR shall take all-appropriate precautions to assure that COUNTY owned, or leased facilities and equipment are protected from destruction or damage during all maintenance and repairs. Damage to COUNTY owned or leased facilities and equipment shall be the responsibility of the CONTRACTOR. All COUNTY property and equipment lost, damaged or stolen while in CONTRACTOR's custody must be repaired and/or replaced accordingly by the CONTRACTOR, to its equivalent to the satisfaction of COUNTY. This Section 14 does not limit any rights and remedies available to COUNTY for any lost, damaged, or stolen property.

**15. INSURANCE:**

**15.2** All of CONTRACTOR's personnel must be bonded.

**15.3** CONTRACTOR shall satisfy all Insurance requirements of Section 22 of the Agreement.

**16. DISPOSAL OF DEBRIS:**

The CONTRACTOR shall ensure that all work areas under its direct control are safe, kept neat, and orderly. The CONTRACTOR shall be responsible for the removal and disposal of any debris material resulting from the project. Trash that exceeds the capacity of the waste receptacles at the locations must be removed from the property and discarded with an appropriate recycling center or waste at CONTRACTOR's expense.

**EXHIBIT "B"**  
PAYMENT PROVISION

The fee schedule is to demonstrate the services provided along with the rate information. The following rates are hourly based on the services performed and made part of the Agreement. Rates listed will be billed per service description per service call, as needed not to exceed the annual contract amount of two hundred thousand dollars (\$200,000).

<i>SERVICE DESCRIPTION</i>	<i>HOURLY RATES</i>	<i>OVERTIME HOURLY RATES</i>	<i>WEEKEND HOURLY RATES</i>	<i>HOLIDAY HOURLY RATES</i>
Floor Covering	\$105.43	\$144.68	\$183.92	\$183.92
Seam Welding	\$148.37	\$191.61	\$234.75	\$234.75
Plumbing	\$149.11	\$197.12	\$242.14	\$242.14
Electrical	\$137.14	\$183.47	\$229.79	\$229.79
Painting	\$105.70	\$140.87	\$176.02	\$176.02
Epoxy Coatings	\$124.60	\$162.50	\$200.41	\$200.41
Metal Fabrication	\$148.37	\$191.61	\$234.76	\$234.76
Tile Installation	\$114.93	\$155.48	\$196.02	\$196.02
Drywall Repair (Patch and Paint)	\$127.48	\$169.13	\$210.78	\$210.78
Asphalt Patch and Coating	\$117.99	\$155.70	\$193.41	\$193.41
Concrete Repair and New Slab Installation	\$124.38	\$162.18	\$199.98	\$199.98
Structural Framing (Wood and Steel)	\$128.38	\$170.89	\$213.41	\$213.41
Leak Detection	\$114.52	\$149.99	\$185.47	\$185.47
Roofing	\$114.52	\$149.99	\$185.47	\$185.47
Fencing Installation	\$117.57	\$153.41	\$189.25	\$189.25
Shade Structure Installation	\$148.37	\$191.61	\$234.76	\$234.76
Welding	\$148.37	\$191.61	\$234.76	\$234.76

Glass Repair and Installation	\$140.13	\$183.33	\$226.53	\$226.53
Fire Sprinkler Repair	\$122.92	\$160.07	\$197.21	\$197.21
Air Balancing	\$144.34	\$190.84	\$234.36	\$234.36
Mold Remediation	\$93.24	\$122.11	\$151.00	\$151.00
Carpet Installation	\$99.92	\$135.88	\$171.83	\$171.83
Door Installation	\$128.38	\$170.89	\$213.41	\$213.41
Water Damage Repair Services	\$128.97	\$171.49	\$214.00	\$214.00
Debris-Rubbish Haul Away Services	\$117.34	\$152.65	\$187.96	\$187.96
Vinyl Decals/Graphics Installation	\$117.34	\$152.66	\$187.96	\$187.96

Service Description rates listed above reflect the hourly rate per Fiscal Year (FY) for regular, overtime, holiday, weekend hours and based on the service description requested. At the end of the fiscal year all funds allocated to the Agreement will be adjusted to reflect the actual amount consumed. Fiscal Year is defined as July 1 through June 30th of the following year.

**EXHIBIT C**  
**LABOR CODE AND PREVAILING WAGE RATES**

1. Certain classifications of labor under this Agreement are subject to prevailing wage requirements. As the services or work under this Agreement are being performed as part of either an applicable “public works” or “maintenance” project, as defined by the prevailing wage laws, and the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with prevailing wage laws, which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. (Labor Code §§ 1720 et seq. and 1770 et seq., and 8 CCR § 16000 et seq.)

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 CONTRACTOR 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 CONTRACTOR’s certification that it is aware of the provisions of said Chapter 1 and will comply with them and further constitutes CONTRACTOR’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 or services of this Agreement.”

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.

**EXHIBIT "D"**  
 RUHS Infectious Control Matrix

ICRA for Pre-Construction Determination

IC 11-4

**Riverside University Health System – Medical Center**

**PROJECT:** .....

**INFECTION PREVENTION AND CONTROL RISK ASSESSMENT  
 MATRIX OF PRECAUTIONS FOR CONSTRUCTION AND RENOVATION**

**Step 1:**

Using the following table, *identify* the Type of Construction Project Activity (Type A-D)

<b>Type A</b>	<p><b>Inspection and Non-Invasive Activities.</b>          Includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>▪ removal of ceiling tiles for visual inspection limited to 1 tile per 50 square feet</li> <li>▪ painting (but not sanding)</li> <li>▪ wall covering, electrical trim work, minor plumbing, and activities which do not generate dust or require cutting of walls or access to ceilings other than for visual inspection.</li> </ul>
<b>Type B</b>	<p><b>Small scale, short duration activities which create minimal dust</b>          Includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>▪ installation of telephone and computer cabling</li> <li>▪ access to chase spaces</li> <li>▪ cutting of walls or ceilings where dust migration can be controlled.</li> </ul>
<b>Type C</b>	<p><b>Work that generates a moderate to high level of dust or requires demolition or removal of any fixed building components or assemblies</b>          Includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>▪ sanding of walls for painting or wall covering</li> <li>▪ removal of floor coverings, ceiling tiles and casework</li> <li>▪ new wall construction</li> <li>▪ minor duct work or electrical work above ceilings</li> <li>▪ major cabling activities</li> <li>▪ any activity which cannot be completed within a single work shift.</li> </ul>
<b>Type D</b>	<p><b>Major demolition and construction projects</b>          Includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>▪ activities which require consecutive work shifts</li> <li>▪ requires heavy demolition or removal of a complete cabling system</li> <li>▪ new construction.</li> </ul>

**Step 1 Determination:** .....

Using the following table, **identify the Patient Risk Groups** that will be affected. If more than one risk group will be affected, select the higher risk group:

Group 1 Low Risk	Group 2 Medium Risk	Group 3 High Risk	Group 4 Highest Risk
1) Office areas	1) All out patient care units, e.g. clinics, and cardiology, echocardiography, endoscopy, nuclear medicine, physical therapy, radiology/MRI, respiratory therapy	1) Critical care units 2) Emergency Room 3) Radiology/MRI 4) Clinical laboratory 5) Preoperative holding areas 6) Labor and Delivery 7) Newborn Nurseries 8) Pediatrics 9) Same Day Surgery 10) Admission/Discharge area 11) PT – tank areas 12) Kitchen / Cafeteria 13) Echocardiography 14) Pharmacy 15) Post Anesthesia Care Unit 16) Surgical units	1) Any area caring for immunocompromised patients 2) Operating Rooms, including C-Section rooms 3) Central Sterile Supply 4) Angiography Areas 5) Oncology/Infusion Clinic 6) Cardiology, Medicine, Surgical Units 7) Progressive Care Unit 8) All Intensive Care Units 9) Anesthesia and Pump areas 10) All endoscopy areas 11) Pharmacy Admixture 12) Negative pressure isolation rooms

**Step 2 Determination:** .....

**Step 3: Match the...**

Patient Risk Group (*Low, Medium, High, and Highest*) with the planned...  
 Construction Project Type (*A, B, C, D*) on the following matrix, to find the...  
 Class of Precautions (*I, II, III, or IV*) or level of infection control activities required.

Class I-IV or Color-Coded Precautions are delineated on the following page.

**IC Matrix – Class of Precautions: Construction Project by Patient Risk**

Construction Activity →	TYPE "A"	TYPE "B"	TYPE "C"	TYPE "D"
Risk Level ↓				
Group 1	I	II	II	III/IV
Group 2	I	II	III	IV
Group 3	I	III	III/IV	IV
Group 4	III	III/IV	III/IV	IV

**Note:** Infection Prevention and Control approval will be required when the Construction Activity and Risk Level indicate that **Class III**, **Class III/IV**, or **Class IV** control procedures are necessary.

**Step 3 Determination:** .....

**Description of Required Infection Control Precautions by Class**

	<b>During Construction Project</b>	<b>Upon Completion of Project</b>
<b>Class I</b>	<ol style="list-style-type: none"> <li>1. Execute work by methods to minimize raising dust from construction operations.</li> <li>2. Immediately replace a ceiling tile displaced for visual inspection</li> </ol>	<ol style="list-style-type: none"> <li>1. Wipe work surfaces with disinfectant.</li> <li>2. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area.</li> </ol>
<b>Class II</b>	<ol style="list-style-type: none"> <li>1. Provide active means to prevent airborne dust from dispersing into atmosphere.</li> <li>2. Water mist work surfaces to control dust while cutting.</li> <li>3. Seal unused doors with duct tape.</li> <li>4. Block off and seal air vents.</li> <li>5. Place dust mat at entrance and exit of work area.</li> <li>6. Remove or isolate HVAC system in areas where work is being performed.</li> </ol>	<ol style="list-style-type: none"> <li>1. Wipe work surfaces with disinfectant.</li> <li>2. Contain construction waste before transport in tightly covered containers.</li> <li>3. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area.</li> <li>4. Remove isolation of HVAC system in areas where work is being performed.</li> </ol>
<b>Class III</b>	<ol style="list-style-type: none"> <li>1. Remove or Isolate HVAC system in area where work is being done to prevent contamination of duct system.</li> <li>2. Complete all critical barriers i.e. sheetrock, plywood, plastic, to seal area from non-work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins.</li> <li>3. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units.</li> <li>4. Contain construction waste before transport in tightly covered containers. Cover transport receptacles or carts.</li> <li>5. Tape covering unless solid lid.</li> </ol>	<ol style="list-style-type: none"> <li>1. Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department and thoroughly cleaned by the owner's Environmental Services Department.</li> <li>2. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction.</li> <li>3. Vacuum work area with HEPA filtered vacuums.</li> <li>4. Wet mop area with disinfectant.</li> <li>5. Remove isolation of HVAC system in areas where work is being performed.</li> </ol>



**Description of Required Infection Control Precautions by Class  
(Continued)**

	<b>During Construction Project</b>	<b>Upon Completion of Project</b>
<b>Class IV</b>	<ol style="list-style-type: none"> <li>1. Isolate HVAC system in area where work is being done to prevent contamination of duct system.</li> <li>2. Complete all critical barriers i.e. sheetrock, plywood, plastic to seal area from non work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins.</li> <li>3. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units.</li> <li>4. Seal holes, pipes, conduits, and punctures appropriately.</li> <li>5. Construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site or they can wear cloth or paper coveralls that are removed each time they leave the work site.</li> <li>6. All personnel entering work site are required to wear shoe covers. Shoe covers must be changed each time the worker exits the work area.</li> <li>7. Do not remove barriers from work area until completed project is inspected by the hospital's Safety Department and Infection Control Department and thoroughly cleaned by the Environmental Services Department.</li> </ol>	<ol style="list-style-type: none"> <li>1. Remove barrier material carefully to minimize spreading of dirt and debris associated with construction.</li> <li>2. Contain construction waste before transport in tightly covered containers.</li> <li>3. Cover transport receptacles or carts. Tape covering unless solid lid.</li> <li>4. Vacuum work area with HEPA filtered vacuums.</li> <li>5. Wet mop area with disinfectant.</li> <li>6. Remove isolation of HVAC system in areas where work is being performed.</li> </ol>

**Step 4:**

Identify the areas surrounding the project area, assessing potential impact

Location of Unit Relative to Construction	Name of Unit	Risk Group
Unit Below		
Unit Above		
Unit Lateral		
Unit Lateral		
Unit Behind		
Unit Front		
Other: _____		
Other: _____		

**Step 5:**

Identify specific site of construction/renovation activity (e.g., patient rooms, medication room, etc.).

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**Step 6:**

Identify issues related to: ventilation, plumbing, electrical in terms of the occurrence of probable outages.

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**Step 7:**

Identify containment measures, using prior assessment. What types of barriers? (e.g., solids wall barriers); will HEPA filtration be required? Describe how the barriers will be constructed. Describe how negative pressure will be maintained within the work zone. What level of filtration will be provided? Attach drawings if necessary.

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(Note: Renovation/construction area shall be isolated from the occupied areas during construction and shall be negative with respect to surrounding areas)

**Step 8:**

Consider potential risk of water damage. Is there a risk due to compromising elements of the building envelope or structural integrity? (e.g., wall, ceiling, roof) If so, what steps will be taken to keep water out of the building?

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**Step 9:**

Work hours: Can or will the work be done during non-patient care hours? What will be your work schedule?

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**Step 10:**

Do plans allow for adequate number of isolation/negative airflow rooms?

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**Step 11:**

Do the plans allow for the required number and type of handwashing sinks?

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**Step 12:**

Does the infection prevention staff agree with the minimum number of sinks for this project? (Verify against AIA Guidelines for types and area.)

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**Step 13:** Does the infection prevention staff agree with the plans relative to clean and soiled utility rooms?

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**Step 14:**

Describe the processes and plans for managing traffic flow, housekeeping, and debris removal (how and when).

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**Step 15:**

Will air sampling be performed prior, during or after the project? Provide details of the air-monitoring plan.

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**Step 16:**

Will excessive noise or vibration be generated during construction activities? When will these events occur? Describe the plan for minimizing the noise and vibration and its impact on patient care services.

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***Identify and communicate the responsibility for project monitoring that includes infection prevention concerns and risks. The ICRA may be modified throughout the project. Revisions must be communicated to the Project Manager.***