

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



ITEM: 3.22  
(ID # 23481)

**MEETING DATE:**  
Tuesday, December 12, 2023

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

**SUBJECT:** FACILITIES MANAGEMENT (FM) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Wellness Village Project - California Environmental Quality Act Exempt pursuant to State CEQA Guidelines Section 15061(b)(3), Approval of the Professional Services Agreement for Certified Access Specialist (CASp) and Building Plan Review Services with Willdan Engineering; District 1. [\$147,525 - 100% RUHS Behavioral Health General Fund 10000 (60% State Funds, 40% Federal Funds) (Previously approved budget)]

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

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) Pursuant to State CEQA Guidelines 15061(b)(3) "Common Sense" Exemption;

Continued on page 2

**ACTION:**Policy, CIP

  
Matthew Chang, Director

12/4/2023

  
Rose Sálgado, Director of Facilities Management

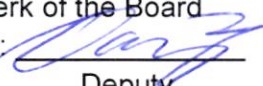
12/4/2023

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: December 12, 2023  
xc: FM, RUHS-Behavioral Health

Kimberly A. Rector  
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:

2. Approve the attached Professional Services Agreement for Certified Access Specialist (CASp) and building plan review services between the County of Riverside (County) and Willdan Engineering (Willdan) of San Bernardino, California, in the amount not to exceed \$147,525, for the Riverside University Health System – Behavioral Health Wellness Village (RUHS-BH Wellness Village) Project in Mead Valley, California, and authorize the Chairman of the Board (Chairman) to execute the agreement on behalf of the County; and
  
3. Authorize the Director of Facilities Management to administer the Professional Services Agreement with Willdan in accordance with applicable Board policies.

<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>	\$ 117,000	\$ 30,525	\$ 147,525	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% RUHS Behavioral Health General Fund 10000 (60% State Funds, 40% Federal Funds) (Previously approved budget)			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 23/24 – 24/25	

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

**BACKGROUND:**

**Summary**

On January 25, 2022, Item 3.48, the Board of Supervisors (Board) approved in-principle the proposed Behavioral Health Recovery Villages locations to serve as a safe, monitored, and therapeutic community and living space while simultaneously delivering high quality, person first, treatment for Behavioral Health. The projects will increase residential treatment services, sub-acute treatment, Substance Use Disorder (SUD) treatment facilities, outpatient services, including primary care, and house the homeless population.

On July 11, 2023, Item 3.48, the Board approved the revised Resolution No. 2023-225 to accept grant funding in the amount of \$25,670,000, approved an Amendment to the Pre-Development Agreement with PMB LLC (PMB) for pre-development services, and authorized the land transfer from the Transportation and Land Management Agency to the Riverside University Health System to change the location from Hemet to establish the Wellness Village Project in the site in unincorporated Mead Valley.

On June 29, 2021, Item 3.16, the Board approved the pre-qualified list of construction-related professional consulting firms to be retained on an as-needed basis. Due to their experience, Facilities Management (FM) has selected Willdan, of San Bernardino, California from the pre-

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

qualified list to provide Certified Access Specialist (CAsp) and Building Plan Review services to the Project.

Facilities Management recommends the Board approve the Professional Services Agreement with Willdan in the amount of \$147,525 to proceed with the CAsp and Building Plan Review to meet time-sensitive grant deadline requirements.

With certainty, there is no possibility that the approval of the Professional Service Agreement with Willdan to provide Plan Review Services for the RUHS-BH Wellness Village Project may have a significant effect on the environment. The direct effects of the agreement would be limited to contractual obligations regarding the roles and responsibilities under the previously approved Development Agreement.

The potential indirect effects from this Professional Services Agreement would occur through series of discretionary actions that define a broader project, e.g., the construction and operation of the Mead Valley Wellness Village. The Agreement is not deemed to be an approval pursuant to CEQA for any specific development and does not commit any public agency, including the County of Riverside, to a definite course of action regarding a project that may lead to an adverse effect on the environment or limit any choice of alternatives or mitigation measures prior to CEQA compliance. When considering future indirect effects, at this point in the process, the design of the project is not substantive enough to provide a meaningful analysis of environmental effects. Future development of conceptual site plans for the site provides the appropriate opportunity for environmental considerations to influence design and the characterization of effects would be more meaningful as there are more specific associated with the development of the facility. The potential indirect effects of the project, as currently known, are not reasonably foreseeable and not considered as part of the proposed discretionary action, which is limited to the approval of the Professional Services Agreement. 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-BH Wellness Village Project will provide Riverside County residents with the means to provide these needed services to some of the county's most vulnerable populations including children, families, veterans, and other individuals. The Wellness Village will provide the community with new health services and other resources to promote wellness. In addition, the Wellness Village will create approximately 600 professional jobs, generate economic growth in the Mead Valley community and help provide community amenities such as a market, café and green space.

**Additional Fiscal Information**

The Board previously approved the acceptance of grant funds in the amount of \$80,478,259 on July 11, 2023 (Item 3.48) funded through 100% RUHS Behavioral Health General Fund 10000;

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

60% State Funds and 40% Federal Funds. Of the \$147,525, expenditures for FY 23/24 are estimated at \$117,000 and expenditures for FY 24/25 are estimated at \$30,525.

Attachment:

- Professional Services Agreement with Willdan Engineering

RS:VB:RM:AA:SC:TV

FM05420012596

MT Item #23481

G:\Project Management Office\FORM 11'S\Form 11's\_In Process\23481\_D3 – 012596 – Wellness Village Proj-PSA-wWilldan for CASp, BldgPlanRev&InspecSvcs\_121223.doc

  
Veronica Santillan, Principal Management Analyst 12/6/2023

  
Aaron Gettis, Deputy County Counsel 12/5/2023

County of Riverside  
Facilities Management  
3450 14<sup>th</sup> Street, Riverside, CA

FOR COUNTY CLERK USE ONLY

STAFF TO FILE  
NOE

## NOTICE OF EXEMPTION

November 28, 2023

**Project Name:** Riverside University Health System Department of Behavioral Health (RUHS-BH) Wellness Village, Professional Services Agreement for CASp, Plan Review, and Inspection Services, Mead Valley

**Project Number:** FM05420012596

**Project Location:** south of Placentia Avenue and north of Water Street, and west of Harvil Avenue, Assessor's Parcel Numbers (APN): 317-260-034, Mead Valley, California

**Description of Project:** On January 25, 2022, Item 3.48, the Board of Supervisors (Board) approved in-principle the proposed Behavioral Health Recovery Villages locations to serve as a safe, monitored, and therapeutic community and living space while simultaneously delivering high quality, person first, treatment for Behavioral Health. The projects will increase residential treatment services, sub-acute treatment, Substance Use Disorder treatment facilities, outpatient services, including primary care, and house the homeless population.

On July 11, 2023, Item 3.48, the Board approved the revised Resolution No. 2023-225 to acceptance grant funding in the amount of \$25,670,000, an Amendment to the Pre-Development Agreement with PMB LLC for pre-development services and authorized the land transfer from the Transportation and Land Management Agency to the Riverside University Health System to change the location from Hemet to establish the Wellness Village Project in the site in unincorporated Mead Valley.

On June 29, 2021, Item 3.16, the Board approved the pre-qualified list of construction-related professional consulting firms to be retained on an as-needed basis. Due to their experience, Facilities Management (FM) has selected Willdan, of San Bernardino, California from the pre-qualified list to provide CASp, Building Plan Review and Inspection services to the Project.

The Professional Services Agreement (PSA) with Wildan to provide CASp, plan review, and inspection services is identified as the proposed project under the California Environmental Quality Act (CEQA). The future use of the Mead Valley property would be for RUHS healthcare related facilities that will promote health and wellness for the benefit of the residents and businesses in this region of the County. The project is not subject to CEQA pursuant to California Welfare and Institutions Code Section 5960.3(b) and, additionally and in the alternative, is exempt from CEQA pursuant to State CEQA Section 15061(b)(3), General Rule or Common Sense Exemption.

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

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


**Exempt Status:** State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061

12.12.2023 3.22

**Reason Why Project is Not Subject to CEQA:** 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 PSA for Wildan.

- **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 execution of the PSA with Wildan is an administrative and planning function to provide services for future development of the RUHS-BH Wellness Village and would not result in any direct effects. The indirect effects of the PSA would result in the construction and operation of the Mead Valley Wellness Village. When considering future indirect effects, at this point in the process, the design of the project is not substantive enough to provide a meaningful analysis of environmental effects. Future development of conceptual site plans for the site provides the appropriate opportunity for environmental considerations to influence design and the characterization of effects would be more meaningful as there are more specific associated with the development of the facility. The potential indirect effects of the project, as currently known, are not reasonably foreseeable and not considered as part of the proposed discretionary action, which is limited to the approval of the PSA. The execution of the PSA does not commit the lead agency to any definite course of action or foreclose alternatives or mitigation measures that would ordinarily be part of CEQA review. 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.

Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

**Signed:**  \_\_\_\_\_ **Date:** 11-28-2023  
Mike Sullivan, Senior Environmental Planner  
County of Riverside, Facilities Management

PROFESSIONAL SERVICES AGREEMENT

For RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH WELLNESS  
VILLAGE

FM05410012596

This Agreement is made and entered as of the date of the last signature on the signature page of this contract by and between WILLDAN ENGINEERING (herein referred to as "CONSULTANT"), a California Corporation, 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 certified access plan review (CASp) and building plan review as described in further detail in Exhibit "A" for the Project entitled: RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH WELLNESS VILLAGE. CONSULTANT shall provide all services in accordance with this Agreement and as outlined and specified in Exhibit "A", consisting of two (2) 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 **December 31, 2026**, unless sooner terminated as specified in Section 8, or extended as provided in Section 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 FORTY-SEVEN THOUSAND, FIVE HUNDRED AND TWENTY-FIVE DOLLARS (\$147,525)**, including reimbursable expenses, per Exhibit A, unless a written amendment to the Agreement is executed by both parties prior to performance of additional services.

3.2 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 Section 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 \$2,000,000 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 section 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.

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  
3450 14<sup>th</sup> Street, Suite 200  
Riverside, CA 92501  
Andres Alfaro

CONSULTANT:  
Willdan Engineering  
650 E. Hospitality Lane, Suite 400  
San Bernardino, CA 92408  
Patrick Johnson, PE, CBO

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 3.48 of January 25, 2022.

23. COUNTERPARTS; DIGITAL SIGNATURES: 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 (i) of Section 1633.2 of the Civil Code.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

“COUNTY”

COUNTY OF RIVERSIDE

By: 

Chairman, Board of Supervisors

KEVIN JEFFRIES

ATTEST:

Kimberly Rector

Clerk of the Board

By: 

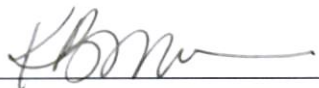
Deputy

(SEAL)

APPROVED AS TO FORM:

Minh C. Tran

County Counsel

By: 

Deputy County Counsel

“CONSULTANT”

WILLDAN ENGINEERING

Name: Patrick Johnson

Title: Director - Building and Safety

By: 

Federal Tax I.D. No. 95-2295858

Address: 650 E. Hospitality Lane, Suite 400

San Bernardino, CA 92408

3,22 DEC 12 2023

October 24, 2023

# EXHIBIT A

**County of Riverside Mr.**  
Andres Alfaro Deputy  
Building Official  
Supervising Construction Inspector  
Facilities Management Office – Inspection Unit

**Subject: Building Plan Review and Inspection services – RUHS-BH Wellness Village**

Willdan shall provide building plan review and inspection services for the Riverside University Health System – Behavioral Health Wellness Village (FM05420012596).

## SCOPE OF SERVICES:

### BUILDING PLAN REVIEW

All building plans will be examined for compliance with the current adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, California Fire Code, California Historical Code, California Existing Building Code and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24, and all additional applicable County Ordinances. Plan review for Disabled Access Compliance will include a review of precise grading plans.

All plan check will include compliance with code requirements as well as an overview of the application package for other applicable requirements such as approvals from other local agencies and districts and coordination with other County departments. All plan review will comply with the County's directives, codes and policies.

Plan check will include a review of any or all of the following design elements as determined by the County:

- Architectural
- Fire/Life-safety
- Plumbing
- Mechanical
- Structural
- Electrical
- Energy Conservation Regulations (Title 24)
- Disabled Access Regulations (CBC)
- Green Building Standards
- CASp

Willdan will provide comment letters which will refer to appropriate sheets, details or calculation pages and the code section of concern. Comments shall specify the apparent code violation.

### CIVIL PLAN REVIEW

Willdan will perform review of the final civil engineering plans based on the schematic design documents prepared by Kimly Horn dated 12/29/2022. The assumed plans are as follows:

- Precise Grading Plan: 12 Sheets
- Offsite Street Improvement Plans: 4 sheets
- 1 H&H Report
- 1 WQMP Report

Any additional plans or reports above what was assumed WILL be added under a separate scope and fee negotiated with the County. Willdan assumes 3 review cycles for each submittal package. Additional reviews will be done on a T&M basis.

## FEE SCHEDULE

The following fees are based solely on the information provided. Once we have a full set of complete plans, along with the actual construction schedule, fees may be adjusted accordingly. Any additional plans or reports above what was assumed will be added under a separate scope and fee negotiated with the County. Willdan assumes 3 review cycles for each submittal package.

SERVICE PROVIDED	FEE
<b>Building Plan Review</b>	
Building 01 – Parking Structure (173,625 SF)	\$17,550
Building 02 – Community Wellness & Education Center (8,367 SF)	\$18,225
Building 03 – Children & Youth Services (26,090 SF)	\$ 8,100
Building 04 – Urgent Care Services (15,067 SF)	\$ 9,450
Building 05A, 05B, and 05C – Supportive Transitional Housing (70,273 SF)	\$22,950
Building 06 – Extended Residential Care (2,125 SF)	\$13,500
<b>Civil Plan Review</b>	
Precise Grading Plan: 12 Sheets	
Offsite Street Improvement Plans: 4 sheets	
1 H&H Report	\$17,750
1 WQMP Report	
Additional building plan review and inspections not to exceed \$40,000, based on hourly fee schedule.	\$40,000
<b>TOTAL:</b>	<b>\$147,525</b>

These estimated fees do not include special inspections. Revisions to approved plans, deferred submittals, etc. will be billed hourly. Overtime inspections will be charged a 1.5 factor.

SERVICE PROVIDED	HOURLY RATE
Plan Check Engineer/Architect	\$135
ICC Certified Plans Examiner	\$125
CASp Services	\$125
Inspector	\$ 95
Sr. Inspector	\$105

Rates will not increase through December 31, 2023. If the Agreement is extended beyond December 31, 2023, Willdan may reserve the right to increase rates once per year to the value between the 12-month % change of the Consumer Price Index for Riverside County area and five percent.

