

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



ITEM: 3.6
(ID # 24198)

MEETING DATE:
Tuesday, April 09, 2024

FROM : FACILITIES MANAGEMENT AND COUNTY EXECUTIVE OFFICE :

SUBJECT: FACILITIES MANAGEMENT (FM) AND RIVERSIDE COUNTY EXECUTIVE OFFICE: Indio Law Library Relocation Project - California Environmental Quality Act (CEQA) Exempt Pursuant to State CEQA Guidelines Section 15301 Class 1 Existing Facilities and Section 15061 (b)(3) "Common Sense" Exemptions, Approval of In-Principle and Phase I Preliminary Project Budget, Approval of Professional Services Agreement with Westgroup Designs, Inc.; District 4. [Total Cost \$2,890,580 - 100% Capital Improvement Program Fund 30700]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Indio Law Library Relocation Project (Indio Law Library Relocation) Project for inclusion in the Capital Improvement Program (CIP);

Continued on Page 2

ACTION: Policy, CIP

Michelle Paradise

Michelle Paradise, ACEO

3/25/2024

Rose Salgado

Rose Salgado, Director of Facilities Management

3/26/2024

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: April 9, 2024
xc: FM, E.O.

Kimberly A. Rector
Clerk of the Board

By: *Nancy Li*
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Find that the Project is exempt from the California Environmental Quality Act (CEQA) Pursuant to State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption and Section 15061 (b)(3), "Common Sense" Exemption;
3. Approve in-principle the Indio Law Library Relocation Project to relocate the Indio Law Library from its current location at 82-995 US Highway 111 in Indio, California to the Palm Springs Courthouse located at 3255 East Tahquitz Canyon Way in Palm Springs, California and construct tenant improvements for a new Law Library as Phase I; and construct tenant improvements for the Riverside County Office of County Counsel in the vacated space as Phase II;
4. Approve the preliminary project budget in the not to exceed amount of \$2,890,580 for Phase I of the Project;
5. Authorize use of Capital Improvement Program Fund 30700 in the not to exceed amount of \$2,890,580, including reimbursement to Facilities Management (FM) for incurred project related expenses;
6. Approve the Professional Services Agreement between the County of Riverside (County) and Westgroup Designs, Inc. (Westgroup), of Irvine, California, for the Indio Law Library Relocation Project for planning, architectural design services and consulting engineering services in the not to exceed amount of \$159,780, and authorize the Chairman of the Board (Chairman) to execute the agreement on behalf of the County;
7. Authorize the Director of Facilities Management, or her designee, to administer the professional services agreement with Westgroup for the Project, in accordance with applicable Board Policies;
8. Delegate project management authority for the Project to the Director of Facilities Management, or her designee, in accordance with applicable Board policies, including the authority to utilize consultants on the approved pre-qualified list for services in connection with the Project, and within the approved project budget; and
9. Authorize the Purchasing Agent to execute pre-qualified consultant service agreements not to exceed \$100,000 per pre-qualified consultant, per fiscal year, in accordance with applicable Board policies for the Project, and the sum of all project contracts shall not exceed \$2,890,580.

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 390,580	\$ 2,500,000	\$ 2,890,580	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Capital Improvement Program Fund 30700			Budget Adjustment: No	
			For Fiscal Year: 23/24 – 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Indio Law Library occupies space at the Indio Law Building located at 82-995 US Highway 111 in Indio, CA 92201. The project to relocate the Law Library to the Palm Springs Courthouse at 3255 East Tahquitz Canyon Way in Palm Springs, CA 92262 will provide space to accommodate the expansion of the Office of County Counsel. The Phase I scope of work for the new law library includes but is not limited to: demolition and abatement of approximately 3,100 square feet, new shelving, copy area, conference/study room, public workstations, staff workroom, break room, small classroom, and storage space. All work will be completed in compliance with applicable building codes and health and life safety requirements.

On June 29, 2021, Item 3.16, the Board approved a pre-qualified list of architectural and engineering and professional consulting firms to be retained on an as-needed basis. Due to their related experience, Facilities Management (FM) has selected Westgroup Designs, Inc. (Westgroup) from the pre-qualified list to provide planning, architectural design services and consulting engineering services for the Indio Law Library Relocation Project.

Facilities Management (FM) recommends the Board approve in-principle the Indio Law Library Relocation Project, the preliminary project budget for Phase I in the not to exceed amount of \$2,890,580 and approve the Professional Services Agreement with Westgroup in the not to exceed amount of \$159,780 to meet project schedule commitments. FM will procure the most cost effective and efficient project delivery method and award in accordance with applicable Board policies.

With certainty, there is no possibility that the Indio Law Library Relocation Project may have a significant effect on the environment. The Project, as proposed, is limited to demolition and interior modifications of an existing space at two locations. The use of each facility would continue as office space and would not result in a significant increase in capacity or intensity of use. Therefore, the Indio Law Library Relocation Project is exempt as the project meets the scope and intent of the "Common Sense" Exemption identified in Section 15061 (b)(3) and Class 1 – Existing Facilities Exemption identified in Section 15301. A Notice of Exemption will be filed by FM staff with the County Clerk and the State Clearinghouse within five days of Board approval.

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

Impact on Residents and Businesses

The Indio Law Library Relocation Project will provide tenant improvements to this facility to improve public access to law related resources.

Additional Fiscal Information

The approximate allocation of the preliminary project budget for Phase I is as follows:

BUDGET LINE ITEMS	BUDGET AMOUNT
DESIGN PROFESSIONAL OF RECORD	159,780
SPECIALTY CONSULTANTS	8,120
REGULATORY PERMITTING	12,500
CONSTRUCTION	2,331,650
COUNTY ADMINISTRATION	115,750
PROJECT CONTINGENCY	262,780
PRELIMINARY PROJECT BUDGET – PHASE I	\$ 2,890,580

All costs associated with this Board action will be 100% funded through Capital Improvement Program Fund 30700. Expenditures for FY 23/24 are estimated at \$390,580; and expenditures for FY 24/25 are estimated at \$2,500,000.

Attachment:

- Professional Services Agreement with Westgroup Designs, Inc.

RS:VB:RM:AR:SC:TV

FM08110013493

MT Item #24198

G:\Project Management Office\FORM 11'S\FORM 11's_In Process\24198_D6 – 013493 – Indio Law Library Reloc Proj-In Princ, Prelim Proj Budget, PSA-Westgroup_040924.doc


Meghan Hahn, Director of Procurement 3/12/2024


Veronica Santillan, Principal Management Analyst 4/1/2024


Aaron Gettis, Chief of Deputy County Counsel 3/27/2024

FM Staff to file

Riverside County
Facilities Management
3450 14th Street, Riverside, CA 92501

NOTICE OF EXEMPTION

March 6, 2024

Project Name: Indio Law Library Relocation Project

Project Number: FM08110013493

Project Location: Current Location: 82-995 US Highway 111, Indio, Assessor's Parcel Number (APN): 614-050-060
Proposed Location: 3255 East Tahquitz Canyon Way, Palm Springs; APN 502-210-017

Description of Project: The Indio Law Library occupies space at the Indio Law Building located at 82-995 US Highway 111 in Indio and is seeking to relocate within another existing building located at the Palm Springs Courthouse at 3255 East Tahquitz Canyon Way in Palm Springs. The proposed relocation to the Palm Springs Courthouse will accommodate the Riverside County Office of County Counsel (County Counsel) to expand into the vacated Law Library space. The scope of work for the new law library includes, but is not limited to, demolition and abatement of approximately 3,100 square feet, new shelving, copy area, conference/study room, public workstations, staff workroom, break room, small classroom, and storage space to accommodate the relocation of the Law Library. All work will be completed in compliance with applicable building codes and health and life safety requirements.

The relocation of the Law Library and associated improvements to make the existing space functional as a law library is identified as the proposed project under the California Environmental Quality Act (CEQA). The operation of the facility will continue to provide public services and will not result in a change or expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County Facilities Management

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

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

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project include unusual circumstances which could have the possibility of having a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the relocation of the Law Library to within the Palm Springs Courthouse.

PROFESSIONAL SERVICES AGREEMENT
For INDIO LAW LIBRARY RELOCATION PROJECT
FM08110013493

This Agreement is made and entered as of the date of the last signature on the signature page of this contract by and between WESTGROUP DESIGNS, INC. (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 provide planning, architectural design services and consulting engineering services as described in further detail in Exhibit "A" for the Project entitled: **Indio Law Library Relocation Project**. CONSULTANT shall provide all services in accordance with this Agreement and as outlined and specified in Exhibit "A", consisting of six (6) pages, attached hereto and by this reference incorporated herein.

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

2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance of services within one (1) calendar day after execution of this Agreement and shall diligently perform the services to full completion of the Project as required and in accordance with the scheduled Project completion date of **April 30, 2025**, 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 FIFTY-NINE THOUSAND, SEVEN HUNDRED EIGHTY DOLLARS (\$159,780)**, 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 Paragraph 6.2, below.

6.2 Indemnity for Design Professional Services. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to County), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section. CONSULTANT shall defend and pay, all costs and fees, including

but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

Without affecting the rights of County under any other provision of this Agreement, CONSULTANT shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this section from each and every Subconsultant, of every Tier.

CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

7. INSURANCE: Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this

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

A. Workers' Compensation:

If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$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 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, CONSULTANT'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance

and certified original copies of Endorsements effecting coverage as required herein, and

2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) shall contain the covenant of the insurance agent/producer that thirty (30) days written notice shall be given to the County of Riverside prior to cancellation of such insurance except ten (10) days for cancellation due to nonpayment. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified copies of the policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONSULTANT shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, review original of the policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. Upon COUNTY'S request, CONSULTANT shall make available for inspection by County Risk Manager, at a mutually agreeable location, copies of CONSULTANT'S insurance policies.***

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

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance in the scope of work; or, the term of this Agreement, including any

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

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

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

8) CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

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

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

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

8.3 Effect of Termination For Cause. If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be

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

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

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

9. CONFLICT OF INTEREST: CONSULTANT covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services

required under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

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

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

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

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

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

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

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

15. CONFIDENTIALITY: CONSULTANT shall maintain the confidentiality of any and all

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

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

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

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

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

hereof or stopping COUNTY from enforcement hereof.

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

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

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

COUNTY:
Facilities Management
Project Management Office
3450 14th Street, Suite 200
Riverside, CA 92501
Attn: Anna Rodriguez

CONSULTANT:
Westgroup Designs, Inc.
19900 MacArthur Blvd., Suite 1000
Irvine, CA 92612
Attn: PariSima Hassani

22. AUTHORIZATION: The party hereto for the COUNTY has caused their duly authorized representative to approve the contents of this Agreement as representative of the COUNTY'S requirements for this project. The execution of this Agreement by the COUNTY shall be through the authority given in the approval of the capital project and budget authority by the Board of Supervisors and for the Purchase Order issued pursuant to the same.

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.

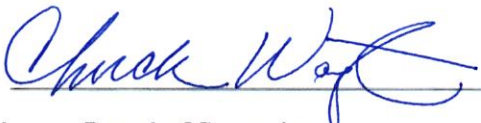
[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

“COUNTY”

COUNTY OF RIVERSIDE

CHUCK WASHINGTON

By: 
Chairman, Board of Supervisors

ATTEST:

Kimberly Rector

Clerk of the Board


By: 
Deputy

(SEAL)

APPROVED AS TO FORM:

Minh C. Tran

County Counsel

By: 
for Lisa Sanchez

Deputy County Counsel

“CONSULTANT”

WESTGROUP DESIGNS, INC.

Name: PariSima Hassani

Title: CEO & Managing Principal

By: 

Federal Tax I.D. No. 330564931

Address: 19900 MacArthur Blvd., Suite 1000
Irvine, CA 92612

EXHIBIT A

Westgroup Designs, Inc. shall prepare planning, architectural design services and consulting engineering services for the Indio Law Library Relocation Project FM08110013493.

1.0 THE PROJECT UNDERSTANDING –SCOPE OF SERVICES

- 1.1 The project consists of preparing detailed space planning, architectural and interior design, construction documentation and construction administration with Mechanical, Electrical and Plumbing consulting engineering services, for the interior remodel at the above-mentioned space, based upon the two (2) team calls and provided reference documentation. Refer to EXHIBIT 1: Existing Plan. The remodel will include providing the following new program needs in existing vacant suite:
- a) 1,000 linear feet of book shelving relocated from existing Indio Law Library. Combination of tall and short stacks.
 - b) Information Desk / with panic button and line of sight to copy and computer service areas.
 - c) Open reading/work area for the public.
 - d) Computer area with 6 public workstations
 - e) New Conference room to seat up to 8 people.
 - f) New Staff workroom / back-office space
 - g) New Storage/Supply room
 - h) Staff Breakroom/Lounge (adjacent to Conference Room) with refrigerator, microwave, coffee maker, personal storage lockers, table with 4 chairs, sofa as can be accommodated.
 - i) Keep ceilings as high as possible (10 foot above finished floor desired).
 - j) Possible removal/non-use of exterior door at south side of plan.
 - k) Items removed from Space Needs and scope: IT Room (located remotely) and Lactation Room (to be a "Pod" outside of the remodel area by others). May keep IDF closet location.
 - l) Refer to preferred concept space plan direction provided by Client in EXHIBIT 2.

EXHIBIT 1: EXISTING PLAN

Existing Space to be remodeled (in yellow):

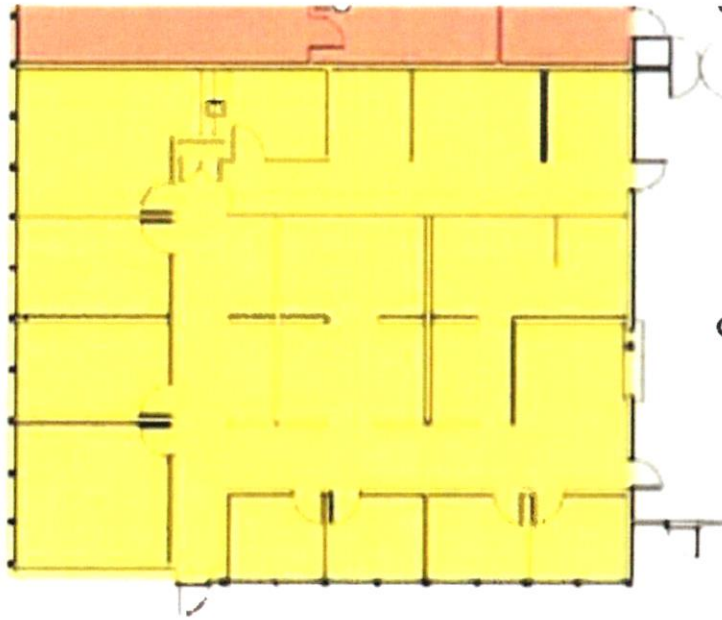
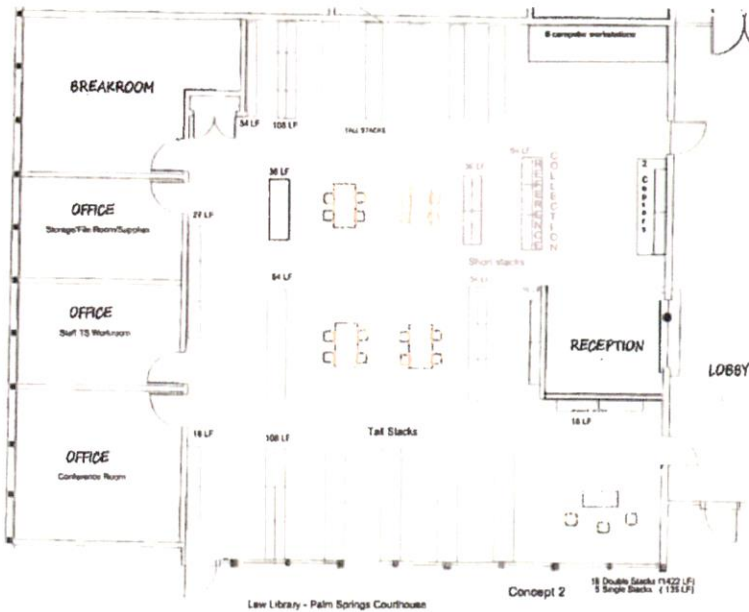


EXHIBIT 2: PREFERRED DIRECTION FOR SPACE PLAN



- 1.2 Per our understanding of the project, Westgroup Designs, Inc. (WD) will provide the following requested services listed below in Section 2.0 through 7.0. Scope of work noted is based upon direction to date. Should scope of work be modified during the process, this proposal will be adjusted accordingly.

2.0 SPACE PLANNING /CONCEPTUAL/SCHEMATIC DESIGN

Referencing the preferred layout concept in EXHIBIT 2, WD will:

- 2.1 Formalize Space Plan with millwork, architectural plan detail and feature areas, furniture, windows and walls other detail to provide understanding of the plan features, and present to Client for review and approval. Includes two rounds of revisions.
- 2.2 Additional rounds of space planning options and changes are available as an Additional Service.
- 2.3 Based upon discussion with client for desired functional and aesthetic concept, WD will prepare a design presentation, with preliminary color palette options and key finish material options for flooring, walls, door and glass types, millwork and casework elevations and preliminary ceiling plan layout with lighting and fixture selection to reflect the design direction and to present to Client for approval. WD will present initial design and finish palette options to Client on site. Two rounds of minor revisions included. Further changes will be provided as Additional Services.
- 2.4 Based upon approved schematic design direction approval from above, WD will develop a scaled preliminary document set including: demolition, construction, reflected ceiling, power/data/equipment and finish plans in Revit (BIM software), with all walls, door/window penetrations, and core components for use in occupancy calculations and preliminary engineering coordination.

3.0 DESIGN DEVELOPMENT AND CONSULTANT COORDINATION

- 3.1 Based upon the approved Schematic Design scope of work WD will proceed with Design Development, to incorporate the design concept and intent, coordinate with the consulting engineers, to prepare documentation to fix and describe the character of the architecture and interior design of the project including both functional and aesthetic components. One minor round of revisions included. Further changes will be provided as Additional Services.
- 3.2 WD will provide plans to Client's furniture dealer for their use in planning, coordinating, and procuring furniture directly with the Client as required. If desired, WD will assist with furniture selection and specification, to be developed and procured by Client's furniture dealer, as an Additional Service.
- 3.3 WD will provide plans to the Client's graphics/branding team for their use in planning environmental signage/graphic design and displays. If desired, WD will provide design of environmental wall graphics as an Additional Service.

- 3.4 Design will be conveyed in plans, elevations, details or graphically, as deemed appropriate for communicating the information, along with samples of finish materials.
- 3.5 WD will coordinate with our mechanical, electrical and plumbing consultants for preparation of their preliminary systems and equipment progress documentation. If structural engineering of any scope is required, this will be provided as an additional service.
- 3.6 WD will present Design Development progress to client for review and approval. One minor round of revisions included. Major design or scope changes will be an Additional Service.

4.0 CONSTRUCTION DOCUMENTS

- 4.1 Based upon the approved Design Development review, WD will prepare the Construction Documents which include drawings, sheet specifications, and other documents setting forth in detail the requirements for the fabrication, procurement, and installation* of the project for Client approval. As this documentation reflects the approved design intent and scope of work, changes to approved design, which require documentation or coordination, will be provided as Additional Services. One progress online presentation included.
- 4.2 Construction Documentation includes, but is not limited to: cover sheets, general notes, site and path of travel plans (prepared by others), demolition plan, construction floor plan, power and data location plan, ceiling/lighting plan, scope and keynotes, elevations, related details, sections, enlargements, finish plans, schedules, and specifications.
- 4.3 Architectural, documentation will be produced in Revit. Elements will only be modeled to Level of Development (LOD) 300. Mechanical, Electrical and Plumbing will be produced in AutoCAD. Printed documents will be in PDF format.
- 4.4 WD will coordinate the architectural Construction Documents with our retained consultants, including mechanical, electrical, plumbing, (and if structural engineering is required at a later date), as well as client's furniture installation documents prepared by others, and will review the complete package with your team for final approval. Changes to approved design and documentation will be provided as an Additional Service.
- 4.5 WD will issue the construction document package to team for final approval for final pricing or bid, or, to Client's selected contractor, and provide reference information during the process. WD will conduct a virtual page-turn review meeting of set with the team for approval.
- 4.6 WD will submit the approved complete set of construction documents to the government agencies having jurisdiction over the project for plan check and permit issuance. WD will address plan check comments related to the Client remodel scope of work and resubmit if required. If further submittals or documentation are required beyond the original scope of work, including, but not limited to the Path of Travel or Accessibility, these will be provided as an Additional Service.

5.0 CONSTRUCTION ADMINISTRATION

- 5.1 Upon issuance of the permits, WD will provide the below basic services for the Construction Phase of the project for the typical duration of involved phases of construction, to be up to

20 weeks, for scope of work noted below. Extended construction duration, additional scope requests, delays or multiple phases/changes to schedule will be an Additional Service. WD will provide these Additional Services in the manner best suitable for the Client, whether a lump sum additional fee or as "Hourly, Time & Materials", to be confirmed.

- 5.2 WD will participate in phone and electronic (e-mail) correspondence with all team members throughout project schedule as required.
- 5.3 WD senior design and/or senior technical leadership to participate in a one-hour weekly conference call during construction for 20 weeks, coordinating with Contractor, consultants, engineers and Client team members. (2) site visits/meetings during construction will be provided. Additional on-site construction meetings, weekly calls, site walks, coordination, or documentation will be provided as an Additional Service.
- 5.4 WD shall participate in (1) final site visit for Punch Walk and prepare (1) punch list. Additional punch walks are available as an Additional Service.
- 5.5 WD will review specification/re-selection/approval of fixtures/finishes substitutions as required due to schedule or another field issue.
- 5.6 WD shall review and return or take other appropriate action upon Contractor's submittals, including but not limited to: Requests for Information, review of Shop Drawings, Product Data, and Finish Samples. Reviews shall be for the purpose of checking for conformance with information given, and the design concept expressed in the Contract Documents.

6.0 MECHANICAL/ELECTRICAL/PLUMBING ENGINEERING

- 6.1 The following design engineering services will be provided by our engineering subconsultant:
- 6.2 Electrical: Field Survey, Electrical Engineering (lighting, power, etc), Title 24 Calculations, documentation, Controls, Server Room Electrical, Construction Administration (reviewing submittals and RFIs)
- 6.3 Mechanical: Field Survey, Mechanical Engineering (HVAC, etc), Controls, Server Closet/Room, Mechanical/Conditioning (if required), Construction Administration (reviewing submittals and RFIs)
- 6.4 Plumbing: Field Survey, Plumbing Engineering (supply, drainage, fixture specs), Construction Administration (reviewing submittals and RFIs).

7.0 STRUCTURAL ENGINEERING

- 7.1 Structural Engineering details and calculations required for modular furniture, wall connections, coordination with mechanical units as needed, interior reinforcement details required by Governing Agency. Assumes as-built framing is to remain and no field verification of existing framing.

COMPENSATION

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

To be billed monthly, as percent phase complete.

Architectural/Interior Design and Engineering Services noted in Sections 2.0 through 7.0:

Space Planning & Schematic Design	\$7,239.00
Design Development & Consultant Coordination	\$43,434.00
Construction Documentation	\$57,912.00
Agency Coordination	\$7,239.00
Construction Administration	\$28,956.00
Design Contingency	\$10,000.00
**Reimbursables Not to Exceed	\$5,000.00
Total Fee**:	\$159,780.00

** Reimbursable Expenses:

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

*Installation:

All specified components in this scope of work to be provided and installed by others (ie: Owner, Owner's Consultant or General Contractor). Should the project require the additional services of consultants to fabricate and install products and materials, including, but not limited to furnishings, millwork, casework, fixtures, window coverings, or similar, Westgroup Designs will coordinate these services at an additional cost.

PERIOD OF PERFORMANCE

The period of performance for this Scope of Services is 12 months, from execution of the professional services agreement. If the Scope of Services for this project is altered, this proposal shall be adjusted accordingly to the mutual satisfaction of both the Client and Westgroup Designs.