

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



**ITEM: 3.11
(ID # 25381)**

MEETING DATE:
Tuesday, September 10, 2024

FROM : FACILITIES MANAGEMENT AND COUNTY EXECUTIVE OFFICE

SUBJECT: FACILITIES MANAGEMENT (FM) AND RIVERSIDE COUNTY EXECUTIVE OFFICE: Indio Law Library Relocation Project - Approve Phase 2, County Counsel Tenant Improvements - Approval of First Amendment to the Professional Services Agreement with Westgroup Designs, Inc.; District 4. [Total Cost \$214,960 - 100% Capital Improvement Program Fund 30700] (Previously Approved Budget)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Phase 2, County Counsel Tenant Improvements for the Indio Law Library Relocation Project (Phase 2 County Counsel TI), located on the first floor at 82-995 US Highway 111 in Indio, California;
2. Approve the attached First Amendment to the Professional Services Agreement between the County of Riverside (County) and Westgroup Designs, Inc. (Westgroup), of Irvine, California, to increase the total aggregate amount of the Agreement by \$214,960, from \$159,780 to \$374,740, extend the period of performance, and authorize the Chairman of the Board (Chairman) to execute the amendment on behalf of the County;
3. Authorize the Director of Facilities Management, or her designee, to administer the agreement with Westgroup in accordance with applicable Board policies; and
4. Authorize the Purchasing Agent to a) execute pre-qualified consultant service agreements not to exceed \$100,000, per pre-qualified consultant, per fiscal year, in accordance with applicable Board policies for this Project; and b) issue Purchase Orders for the sum of all project contracts and/or work orders which shall not exceed the approved project amount of \$2,890,580.

ACTION:Policy, CIP

Michelle Paradise
Michelle Paradise, ACEO

8/20/2024

Rose Salgado
Rose Salgado, Director of Facilities Management

8/21/2024

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: September 10, 2024
xc: FM, E.O.

Kimberly A. Rector
Clerk of the Board
By: *Nancy J.*
Deputy

**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	\$ 214,960	\$ 0	\$ 214,960	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Capital Improvement Program Fund 30700 (Previously approved budget)			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On April 9, 2024, Item 3.6, the Board of Supervisors (Board) approved in-principle and a preliminary project budget in the amount of \$2,890,580, to relocate the Indio Law Library to the Palm Springs Courthouse and to remodel the space to accommodate the Office of County Counsel on the first floor of the Indio Law Building, located at 82-995 US Highway 111 in Indio, CA 92201. The Phase 1 scope of work included the demolition, abatement, and tenant improvement of the interior space at the Palm Springs Courthouse.

The scope of work for Phase 2, County Counsel Tenant Improvements (TI), includes but is not limited to: the interior remodel of the Indio Law building to include private offices and open office areas, large and small conference rooms, support/copy room, and a break room. 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. The design for Phase 1 has been completed and is in review with the permitting authorities; and the Project is now ready to move forward with the design of Phase 2, County Counsel TI for the Indio Law Library Relocation Project. The amendment will compensate Westgroup for the design of Phase 2 in the amount of \$214,960, increasing their agreement from \$159,780 to \$374,740.

Facilities Management (FM) recommends the Board approve Phase 2, County Counsel TI for the Indio Law Library Relocation Project and the First Amendment to the Professional Services Agreement with Westgroup Designs, Inc. to expedite delivery and meet project schedule commitments. FM will return to the Board upon completion of the design of Phase 2 for approval of the project budget and procure the most cost effective and efficient project delivery method and award in accordance with applicable Board policies.

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE COUNTY OF RIVERSIDE AND
WESTGROUP DESIGNS, INC.**

**FOR INDIO LAW LIBRARY RELOCATION PROJECT
PHASE 2 COUNTY COUNSEL TENANT IMPROVEMENTS**

FM08110013493

THIS FIRST AMENDMENT is made and entered as of the date of the last signature on the signature page by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), and **WESTGROUP DESIGNS, INC.**, a California corporation (herein referred to as "CONSULTANT"), regarding the Professional Services Agreement first entered into on **April 9, 2024**.

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, COUNTY and CONSULTANT have entered into that certain Professional Services Agreement for the Indio Law Library Relocation Project, executed **April 9, 2024**, (herein referred to as "Original Agreement") in order for CONSULTANT to perform all services and other activities necessary to provide planning, architectural design services and consulting engineering services for Phase 1 of the project, as described in further detail of Exhibit "A"; and

WHEREAS, the parties have mutually agreed to extend the period of performance under the Original Agreement from April 30, 2025 to December 31, 2025, to permit completion of additional services for Phase 2 of the project; and

WHEREAS, COUNTY and CONSULTANT desire to amend the Original Agreement to extend the period of performance, add additional services, and increase the not to exceed amount as permitted by the Original Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and providing that all other sections not amended remain in full force and effect, the parties hereto agree to amend the Original Agreement as follows:

- I. SCOPE OF SERVICES. Section 1 is hereby amended to add the following sentence to the last paragraph as follows: “CONSULTANT shall further provide additional services and other activities necessary for planning, architectural design services, and consulting engineering services as described in further detail in Exhibit “A-1”, consisting of six (6) pages, for Phase 2 – County Counsel Tenant Improvements for the project entitled “**INDIO LAW LIBRARY RELOCATION PROJECT**”. Exhibit “A-1” is attached hereto and by this reference incorporated herein and made part of the Agreement for the additional services requested by the COUNTY beyond the scope of the Original Agreement. All references to Exhibit “A” shall also include reference to Exhibit “A-1”.”

- II. PERIOD OF PERFORMANCE. Section 2 is hereby amended to extend the project completion date from April 30, 2025, to December 31, 2025, to read as follows: “CONSULTANT shall commence performance of services within one (1) calendar day after April 9, 2024, 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, 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.”

- III. COMPENSATION. Section 3, Subsection 3.1 is hereby amended to increase the not to exceed amount by \$214,960 from \$159,780 to \$374,740, to read as follows: “COUNTY shall pay the CONSULTANT for services performed and expenses incurred in accordance with the terms set forth in Exhibit “A” and Exhibit “A-1”. The total amount of compensation paid to CONSULTANT under this Agreement shall not exceed the sum of THREE HUNDRED SEVENTY-FOUR THOUSAND, SEVEN HUNDRED FORTY DOLLARS (\$374,740) per Exhibit “A” and Exhibit “A-1”, including reimbursable expenses, unless a written amendment to the Agreement is executed by both parties prior to performance of additional services.”

- IV. All other terms and conditions of the Original Agreement shall remain in full force and effect.
- V. COUNTERPARTS; ELECTRONIC SIGNATURES. This First Amendment 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 to this First Amendment 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 First Amendment. The parties further agree that the electronic signatures of the parties included in this First Amendment 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 INTENTIONALLY LEFT BLANK]

IN WITNESS HEREOF, the parties hereto have caused their duly authorized representatives to execute this First Amendment.

“COUNTY”

COUNTY OF RIVERSIDE

By: Chuck Washington

Chairman **CHUCK WASHINGTON**

Board of Supervisors

CONSULTANT:

WESTGROUP DESIGNS, INC.

Name: PariSima Hassani

Title: CEO & Managing Principal

By: PariSima Hassani

Federal Tax ID No: 330564931

ATTEST:

KIMBERLY RECTOR

Clerk of the Board

By: Kimberly Rector

Deputy

Address: 19900 MacArthur Blvd, Suite 1000

Irvine, CA 92612

(SEAL)

APPROVED AS TO FORM:

MINH C. TRAN

County Counsel

By: Lisa Sanchez

LISA SANCHEZ

Deputy County Counsel

SEP 10 2024 3.11

EXHIBIT A-1

Westgroup Designs, Inc. (Consultant) shall provide planning, architectural design services, and consulting engineering services for the Indio Law Building Library Relocation Project Phase 2- County Counsel Tenant Improvements at 82-995 Highway 111 Indio, CA. Project number FM08110013493

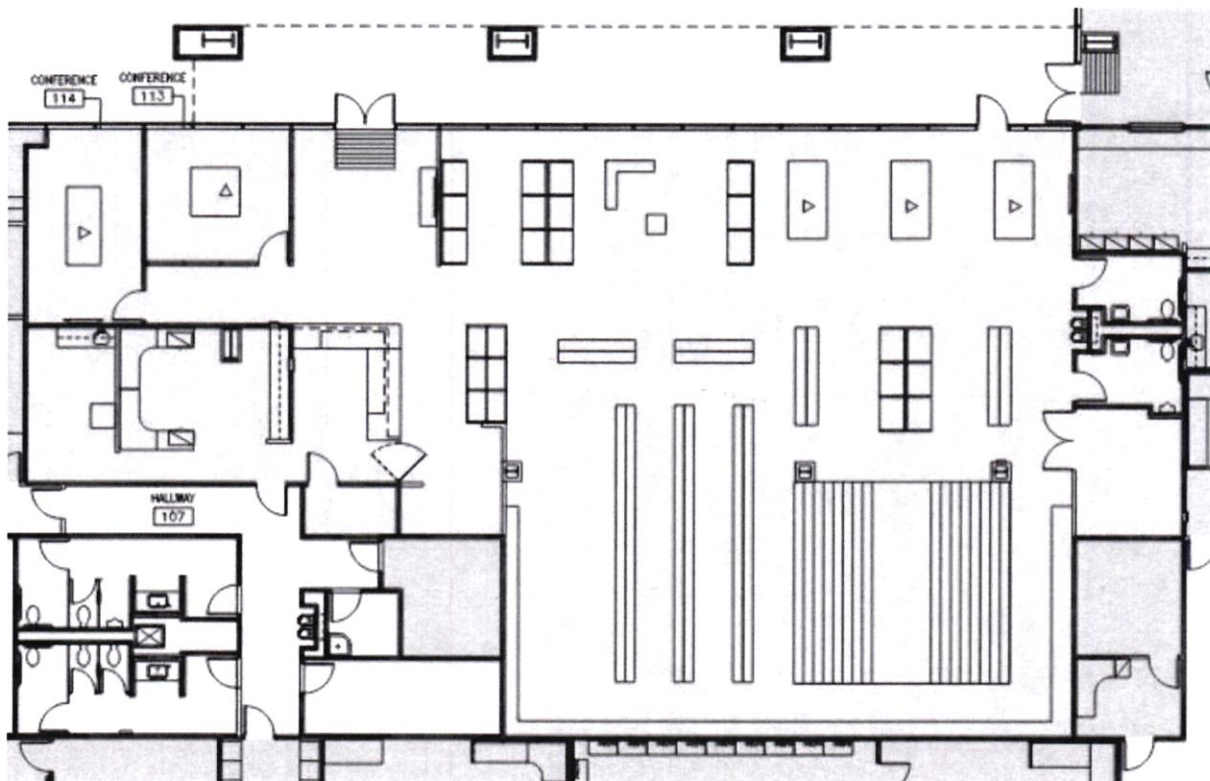
I.0 THE PROJECT UNDERSTANDING –SCOPE OF SERVICES

I.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 of approximately 5,780 SF at the above-mentioned building for Phase 2 Tenant Improvements for the Indio Law Building Library Relocation Project. Refer to EXHIBIT I (Existing Plan), below. The remodel will include providing the following new program needs in vacated current Law Library suite:

- a) Private Offices (11) and Open Office Areas (4).
- b) Large Conference Room (1) to Accommodate up to 75 staff
- c) Small Conference Room (1)
- d) Support Copy/Print Room (1)
- e) Support Break Room (1)
- f) Remodel of the (2) Existing Single Occupant Restrooms

EXHIBIT I: EXISTING PLAN

Existing Space to be remodeled (in green):



- 1.2 Per our understanding of the project, WD will provide the following requested services listed below in Sections 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 / SCHEMATIC DESIGN

- 2.1 Design team will conduct (1) site walk of the existing suite for as-built verification.
- 2.2 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. 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 the Client 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, consultant 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 partition framing and connections, coordination with mechanical revisions/attachments as needed, interior reinforcement details required by Governing Agency or review of unforeseen revisions during construction. Assumes no field verification of existing framing or site conditions.

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 it's retained consultants, will be billed as time spent, reflecting the "percentage complete". Changes to approved scope of work with associated fee, including Value Engineering, will require a revised proposal to be prepared for client review and approval.

To be billed monthly, as percent phase complete.

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

Space Planning & Schematic Design	\$9,248.00
Design Development	\$55,488.00
Construction Documentation	\$73,984.00
Agency Coordination	\$9,248.00
Construction Administration	\$36,992.00
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SUB-TOTAL FEE:	\$184,960.00
Design Contingency	\$25,000.00
Reimbursables* (Not to Exceed)	\$5,000.00
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TOTAL FEE:	\$214,960.00

**Plus 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.



Amendment Westgroup Indio Law Library_SIGNATUREPKG

Final Audit Report

2024-08-27

Created:	2024-08-20
By:	Serena c (schow@rivco.org)
Status:	Signed
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"Amendment Westgroup Indio Law Library_SIGNATUREPKG" History

-  Document created by Serena c (schow@rivco.org)
2024-08-20 - 11:09:40 PM GMT
-  Document emailed to Parisima Hassani (parisimah@westgroupdesigns.com) for signature
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-  Document e-signed by Parisima Hassani (parisimah@westgroupdesigns.com)
Signature Date: 2024-08-27 - 9:40:00 PM GMT - Time Source: server
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