

Agenda Item (VIII-C-1)

Meeting	8/21/2018 - Regular
Agenda Item	Committee - Planning and Operations (VIII-C-1)
Subject	Student Services Welcome Center Project
College/District	Moreno Valley
Funding	College Allocated Measure C Funds
Recommended Action	It is recommended that the Board of Trustees: 1) amend the Moreno Valley College Student Services Project and approve development of the Moreno Valley College Student Services Welcome Center Project; and 2) approve a total project budget of \$14 million, including the reallocation of \$11 million from the Student Services Project.

Background Narrative:

On December 12, 2017, the Board of Trustees approved the Moreno Valley College (MVC) Student Services Project and a project budget of \$11 million. The Student Services Project sought to provide more efficient and adequate space to better meet the needs of MVC's growing student population in alignment with the 2015 Comprehensive Master Plan. The project's scope was to construct a new, single story building across the welcome plaza to house first contact experiences and to undertake a minor remodel of specific areas of the existing building.

Subsequent to that approval, college staff, District staff and HPI Architecture (HPI), conducted a comprehensive review of the feasibility study HPI prepared for the Student Services Project. The feasibility study resulted in a detailed program and conceptual design defining the scope of improvements, and a rough order of magnitude of the construction cost budget. It was intended to support the college's administrative team in determining a recommended scope for further development. The study recommended the following costs including construction, FF&E, soft costs such as architects, engineers, and construction management, and cost escalation since December 2017:

- Development of a new Student Services Welcome Center and related site improvements, approximately \$13.31 million (estimated Total Project Budget);
- Site Utility Improvements including extension of central plant infrastructure to the proposed building, approximately \$1.15 million (estimated construction cost); and
- Renovation of portions of the existing Student Services building and Library, approximately \$3.08 million (estimated Total Project Budget).

When assessed holistically, the project budget recommended in the feasibility study was approximately \$20 million.

Hence, the college is recommending the Board of Trustees amend the previously approved Student Services Project and approve a new Student Services Welcome Center Project and the related site improvements, including extension of, and connection to, the existing central plant infrastructure. In addition, the college is recommending a total project budget, inclusive of building construction, site / infrastructure improvements, furnishings and soft costs, of \$14 million, of which \$11 million would be reallocated from the Student Services Project. This project would allow the college to more efficiently and effectively meet priority student success and support services needs of our students.

The project would not include any renovations to the existing Student Services building. Future renovation to this

building will be determined as part of the college's update to its comprehensive master plan slated to commence Fall 2018.

Prepared By: Robin Steinback, President, Moreno Valley College
Nathaniel Jones, Vice President, Business Services (MVC)
Aaron Brown, Vice Chancellor, Business and Financial Services
Bart Doering, Facilities Development Director

Attachments:

None.

Agenda Item (VIII-C-2)

Meeting	8/21/2018 - Regular
Agenda Item	Committee - Planning and Operations (VIII-C-2)
Subject	Architectural Services for the Student Services Welcome Center Project
College/District	Moreno Valley
Funding	College Allocated Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve the selection of HPI Architecture for architectural services for the Moreno Valley College Student Services Welcome Center Project and approve the agreement in the amount of \$1,089,050, including reimbursable expenses.

Background Narrative:

On January 25, 2016, the District issued a request for Proposals (RFP) for Architectural Design Services to explore the feasibility of remodeling and modernizing of the existing Moreno Valley College (MVC) Student Services building and/or new Welcome Center projects. Fourteen (14) responses were received from various companies. On May 5 and 6, 2016, all proposals were screened by the District/MVC screening committee and eight (8) firms were selected for interview. After presentations and discussion, the screening committee selected three (3) firms for final presentations. The (3) presentations took place on June 28, 2016 and HPI Architecture (HPI) was selected. On December 13, 2016, the Board of Trustees approved an agreement with HPI in the amount not to exceed \$57,950 to perform the Student Services project feasibility study.

At this time, it is requested that the Board of Trustees approve the selection of HPI Architecture for architectural services for the Moreno Valley College Student Services Welcome Center Project. It is also requested that the Board of Trustees approve the agreement with HPI Architecture in the amount of \$1,089,050, including reimbursable expenses, which is within the approved project budget. Detailed costs are outlined in Exhibit I of the attached agreement.

Prepared By: Robin Steinback, President, Moreno Valley College
Nathaniel Jones, Vice President, Business Services (MVC)
Aaron Brown, Vice Chancellor, Business and Financial Services
Bart Doering, Facilities Development Director

Attachments:

[08212018_HPI Architectural Services Agreement](#)

ARCHITECTURAL SERVICES AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
“HPI ARCHITECTURE”

This AGREEMENT is made and entered into on August 22, 2018, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT”, and HPI ARCHITECTURE, hereinafter referred to as “ARCHITECT”. This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural services for MVC Student Services Welcome Center, hereinafter referred to as “PROJECT”, located at Moreno Valley College, 16130 Lasselle Street, Moreno Valley, California in the DISTRICT; and

WHEREAS, ARCHITECT understands that \$14,000,000.00 funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If funding is not received for the PROJECT, this AGREEMENT is void except to the extent services have been rendered pursuant to DISTRICT authority; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I – ARCHITECT’S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT’s services shall consist of those services performed by the ARCHITECT and ARCHITECT’s employees and ARCHITECT’s consultants as enumerated in Articles II and III of this AGREEMENT, and ARCHITECT’s proposal for architectural services attached hereto as Exhibit 1 and incorporated herein by their reference.

2. The ARCHITECT’s services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT’s approval a schedule for the performance of the ARCHITECT’s services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT’s review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The schematic design, design development and construction document services covered by this agreement shall be completed and submitted to the Division of the State Architect (DSA) for review and approval on or before June 2019.

ARTICLE II – SCOPE OF ARCHITECT’S SERVICES

1. The ARCHITECT’s services include those described in this Article and include structural, civil, mechanical and electrical engineering and landscape architecture and include those consultants identified in Exhibit 1 in order to produce a reasonably complete and accurate set of Construction Documents defined as including, but not limited to, the following: The agreement between DISTRICT and contractor awarded the PROJECT (“Contractor”), general and supplementary conditions of the contract between DISTRICT and contractor, drawings, specifications, addenda and other documents listed in the agreement, and modifications issued after execution of the DISTRICT and Contractor Contract.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, public utilities, as well as the Division of the State Architect (DSA).

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT’s needs, program and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.

5. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT’s PROJECT schedule and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of Educational specification requirements under Education Code Section 17251 and under Title 5, California Code of Regulations Section 14000 et seq.

6. [Intentionally left blank]

7. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT’s representative(s), and other Consultants of the DISTRICT during PROJECT development.

8. The ARCHITECT shall make revisions in Drawings, Specifications, the PROJECT Manual or other documents when such revisions are necessary due to the ARCHITECT’s failure to comply with approvals or instructions previously given by DISTRICT, including revisions made necessary by adjustments in the DISTRICT’s program or PROJECT Budget, at no additional cost to the DISTRICT.

9. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction.

10. The ARCHITECT shall provide services in connection with the work of a construction manager or separate consultants retained by DISTRICT.

11. The ARCHITECT shall provide detailed estimates of construction costs at no additional cost to DISTRICT as further described in Articles V and VI.

12. [Intentionally left blank]

13. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.

14. The ARCHITECT shall provide interior design and other services required for or in connection with graphics and signage. All other interior design services are addressed under Article III as an additional service.

15. [Intentionally left blank]

16. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, floor coverings and fire protection. All such manufactured items shall be standardized to DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

17. The ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the PROJECT and will ensure that contractors provide DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final PROJECT submittal.

18. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources including Southern California Saving by Design Program.

19. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of DISTRICT, attend public hearings and other public meetings. In addition, ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT, at no additional cost to the DISTRICT.

20. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

21. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances are applicable to the PROJECT.

22. The ARCHITECT shall have access to the work at all times.

23. Schematic Design Phase

a. The ARCHITECT shall review the program furnished by the DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT.

b. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components, codes, rules and regulations which are applicable to these documents. The ARCHITECT shall prepare the Schematic Design Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the Division of State Architect (DSA) and the local Fire Department.

c. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.

d. If directed by the DISTRICT at the time of approval of the schematic design, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by the DISTRICT subsequent to the Schematic Design Phase shall be provided as an additional service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this agreement.

e. ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

f. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities as set forth in Exhibit 1.

g. The ARCHITECT shall perform Schematic Design Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

h. The ARCHITECT shall submit to the DISTRICT a written estimate of the construction cost to reflect actual plan scope at the conclusion of each development phase, in

conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

24. Design Development Phase (Preliminary Plans)

a. Upon approval by the DISTRICT of the services set forth in Article II, paragraph 23, the ARCHITECT shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of PROJECT, and shall outline specifications to fix and illustrate the size, character and quality of the entire PROJECT as to the program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, fire protection and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT, including, but not limited to Division of the State Architect (DSA) and the local Fire Department.

b. The ARCHITECT shall establish an estimated PROJECT Construction Cost.

c. The ARCHITECT shall perform Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

25. Construction Document Phase (Final Plans)

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents in an AutoCAD and PDF format acceptable to the District and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements, including, but not limited to, the requirements of the DSA and local Fire Department having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done, the materials, workmanship, finishes, and equipment required for the PROJECT.

b. The ARCHITECT shall prepare and file all documents required for and obtain the required approvals of all governmental agencies having jurisdiction over the PROJECT, including the DSA, local Fire Department, City Design Review (CDR), County Health Department, Department of Public Works, and others which may have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental authority. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared. ARCHITECT shall not charge a mark-up on costs associated with governmental agency fees when the ARCHITECT pays such fees for the DISTRICT.

c. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the PROJECT Construction Cost arising from market fluctuations or approved changes in scope or requirements.

d. If the estimated PROJECT Construction Cost exceeds the Budget constraint, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

26. Bidding & Award Phase

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions, including providing plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the ARCHITECT.

c. The ARCHITECT shall provide in an electronic reproducible format necessary bidding information, general conditions of the contract, and supplemental general conditions of the contract, and shall assist the DISTRICT's legal advisor in the drafting of proposal and contract forms.

d. The ARCHITECT shall provide in an electronic format set of Construction Documents and specifications at a reprographics company specified by DISTRICT for the bid and for printing of additional sets of plans and specifications during the PROJECT. In addition, ARCHITECT shall provide DISTRICT with an AutoCAD USB file.

e. If the lowest bid exceeds the Budget for the PROJECT, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

27. Construction Phase

a. The Construction Phase will commence with the award of the Construction Contract to Contractors.

b. The ARCHITECT shall reproduce fifteen (15) full size sets and (5) half size sets of contract documents including sets in electronic format and all progress prints for the

DISTRICT's and consultants' use at the ARCHITECT's expense. The remaining sets are to be provided as reimbursable expenses in conformance with Article XI.

c. The ARCHITECT shall provide technical direction to a full time PROJECT inspector employed by and responsible to the DISTRICT as required by applicable law. The ARCHITECT shall advise the Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to the DISTRICT upon completion of the PROJECT.

d. The ARCHITECT will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of Contractor's contracts.

e. The ARCHITECT shall provide general administration of the Construction Documents, including, but not limited to, periodic visits at the site as ARCHITECT deems necessary to render architectural observation which is distinguished from the continuous personal inspection of the PROJECT inspector (in no case shall the number of visits be less than once every week); make regular reports as may be required by governing agencies; keep the DISTRICT informed of the progress of construction; answer RFI's, review and take appropriate actions on submittals promptly to maintain project schedule; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof subject to DISTRICT knowledge and approval; maintain construction accounts; prepare change orders for written approval of the DISTRICT; examine Contractor's applications for payment and issue certificates for payment in amounts approved by the ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval; determine date of completion of the PROJECT; make final punch-list inspection of the PROJECT; assemble and deliver to the DISTRICT written guarantees, instruction books, diagrams, and charts required of the Contractor; and issue the ARCHITECT's certificate of completion and final certificate for payment. ARCHITECT shall not be compensated any fee for work required as a result of any error or omission.

f. The ARCHITECT, as part of his/her basic services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.

g. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor there under.

h. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution of and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

i. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT, whenever, in the ARCHITECT's opinion, it may be necessary, to stop the work to

avoid the improper performance of the contractor agreement. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.

j. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.

k. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this agreement unless otherwise modified in writing.

l. The ARCHITECT shall at no additional cost provide services made necessary by defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do.

m. The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.

n. The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's action shall not delay the work, but should allow for sufficient time in the ARCHITECT's professional judgment to permit adequate review.

o. The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall promptly evaluate and make written recommendations regarding Contractor's proposals for possible change orders in order to maintain project schedule and resolve claims. ARCHITECT shall, at ARCHITECT's expense, prepare a set of reproducible record drawings, as well as AutoCAD and PDF versions, acceptable to the DISTRICT, showing significant change in the work made during construction based on marked-up prints, drawings, addenda, change orders, RFI responses, show drawings, and other data furnished by the Contractor to the ARCHITECT.

p. The ARCHITECT shall inspect the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents.

q. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.

r. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting there from.

s. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as DSA closure with certification and local Fire Departments, in a timely manner and ensure proper PROJECT close-out.

t. The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Construction Manager or Contractor relating to the execution or progress of the work as provided in the construction contract. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by ARCHITECT.

u. The ARCHITECT shall prepare, in versions acceptable to the DISTRICT, AutoCAD and PDF files of all as-built conditions in concert with item "o" above, at no additional cost.

v. Prior to start of construction, the following two documents are required:

- (i) Contract Information Form DSA-102.
- (ii) Inspector Qualification Record Form DSA-5 should be Submitted 10 days prior to the time of starting construction.

w. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

28. PROJECT Close-Out

a. The ARCHITECT shall assure delivery of the following documents described below to the DSA for review prior to issuance of a "Certificate of Completion".

b. During the period the PROJECT is under construction the following documents are required:

- (i) Copies of the Inspector of Record's semi-monthly reports.
- (ii) Copies of the laboratory reports on all tests or laboratory

Inspections as returned and done on the PROJECT.

c. Upon completion of construction of the PROJECT, the following reports are required:

- (i) Copy of the Notice of Completion.
- (ii) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, Structural Engineer, Mechanical Engineer and Electrical Engineer.
- (iii) Final Verified Report Form DSA-6 certifying all work is 100% Complete from the Contractor or Contractors, Inspector of Record and Special Inspector(s).
- (iv) Verified Reports of Testing and Inspections as specified on The approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (v) Weighmaster's Certificate (if required by approved drawings And specifications).
- (vi) Copies of the signature page of all Addenda as approved by DSA.
- (vii) Copies of the signature pages of all Deferred Approvals as Approved by DSA.
- (viii) Copies of the signature page of all Change Orders as Approved by DSA.
- (ix) Verification by the I.O.R. that all items noted on any "Field Trip Notes" have been corrected.

ARTICLE III – ADDITIONAL ARCHITECT'S SERVICES

1. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services based on the attached fee schedule. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Construction Documents.

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.

c. Providing consultation concerning replacement of work damaged by fire, vandalism, water damage, earthquakes and furnishing services required in connection with the replacement of such work.

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors or omissions of ARCHITECT.

e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development where segregation does not arise from ARCHITECT exceeding the estimated budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation and DISTRICT approval.

f. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that the Contractor, and liquidated damages are collected therefore. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages.

g. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

ARTICLE IV – DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, budget constraints as well as any other criteria provided by the DISTRICT.

2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT, including the construction cost for the PROJECT. The budget shall be based upon the DISTRICT's objectives, schedule, budget constraints and any other criteria that are provided to the ARCHITECT pursuant to Article IV, Paragraph 1 above. The DISTRICT shall approve the budget prepared by the ARCHITECT pursuant to this Paragraph and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

ARTICLE V – COST OF CONSTRUCTION

1. During the Schematic Design, Design Development and Construction Document Phases, Construction Cost ("Construction Cost") shall be reconciled against the DISTRICT's Budget for the PROJECT.

2. PROJECT Construction Cost as used in this agreement means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, including work covered by approved change orders and/or alternates approved by the DISTRICT, but excluding the following: Any payments to ARCHITECT or consultants, for costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

4. The Construction Costs shall be the acceptable estimate of construction costs of the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

5. Any Budget or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction

industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

6. If the lowest bid received exceeds the Budget:
 - a. The DISTRICT may give written approval of an increase of such fixed limit;
 - b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time.
 - c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Paragraph 2;
 - d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages acceptable to the District that will bring the PROJECT within the Budget; or
 - e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.

7. If the DISTRICT chooses to proceed under Article V, paragraph 6(e), the ARCHITECT, without additional charge, agrees to redesign until the PROJECT is brought within the Budget set forth in this agreement. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the Budget set forth in this AGREEMENT.

ARTICLE VI – ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall review the estimate at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimate at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of construction costs at no additional cost.

ARTICLE VII – ARCHITECT’S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT’s Consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT’s or ARCHITECT’s Consultant’s documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.

ARTICLE VIII – TERMINATION

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement ARCHITECT costs shall be deducted from payments to the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Paragraph 4 below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been claimed, requested or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the

ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this paragraph through 50% completion of the ARCHITECT's portion of the PROJECT and if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

5. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

ARTICLE IX – AUDIT OF ACCOUNTING RECORDS OF THE ARCHITECT

ARCHITECT shall maintain, on a generally recognized accounting basis, auditable books, records, documents, and other evidence pertaining to direct personnel, costs and expenses in this AGREEMENT. These records shall be maintained for a period of at least three (3) years after final payment has been made, subject to any applicable rules, regulations or statutes.

DISTRICT's authorized representative(s) shall have access, with reasonable notice, to any books, documents, papers, electronic data, and other records which they determine to be pertinent to this AGREEMENT for performing an audit, evaluation, inspection, review, assessment, or examination. These representative(s) are authorized to obtain excerpts, transcripts, and copies, as they deem necessary.

Should ARCHITECT disagree with any audit conducted by DISTRICT, ARCHITECT shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DISTRICT a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this AGREEMENT. ARCHITECT shall not be reimbursed by DISTRICT for such an audit.

In the event ARCHITECT does not make available its books and financial records at the location where they are normally maintained, ARCHITECT agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DISTRICT in conducting any audit.

ARTICLE X – COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT in an amount not to exceed \$1,061,490 and is as follows:

1. ARCHITECT change orders fees are paid as approved by the DISTRICT Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated prior to commencing change order work.

2. Payment to the ARCHITECT for Basic Services as defined in Exhibit 1 will be as follows:

Schematic Design:	10% of estimated Architect Fee as set forth on Attachment "A".
Design Development:	20% of estimated Architect Fee as set forth on Attachment "A".
Construction Documents:	35% of estimated Architect Fee, to be paid monthly Based on actual level of completion, as set forth on Attachment "A".
D.S. A. Approval:	7% of estimated Architect fee as set forth on Attachment "A".
Bidding Phase: (Board Approval)	3% of estimated Architect fee as set forth on Attachment "A".
Construction Admin:	23%, of estimated Architect fee, to be paid monthly based on actual level of completion, based on accepted bid.
DSA Closure with Certification:	2% of estimated Architect fee as set forth on Attachment "A".
TOTAL THROUGH RECORDATION OF NOTICE OF COMPLETION	100% of actual Architect Fee based on accepted bid.

3. Payment to the ARCHITECT for Supplemental Services shall be as defined in Exhibit 1.

4. When ARCHITECT's Fee is based on a percentage of construction cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent actual services are performed, in accordance with the schedule set forth in Article X, Paragraph 2, based on the Bid Price.

5. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT,

compensation for any services rendered during the additional period of time shall be negotiated and subject to prior approval by DISTRICT Board. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

6. Expenses incurred by the ARCHITECT and ARCHITECT's employees and Consultants in the interest of the PROJECT shall have prior DISTRICT written approval before they are incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

ARTICLE XI – REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and Consultants for the following specified items:

a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT, which includes sets of construction documents and all progress prints.

b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.

2. Reimbursable expenses are estimated to be \$27,560.00, and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursement for fees and other expenses, except for construction administration services associated with delay caused solely by the Contractor, shall be made to the ARCHITECT as incurred. Reimbursable expenses shall not include:

- a. Travel expenses;
- b. Check prints;
- c. Prints or plans or specifications made for ARCHITECT's Consultants and all progress prints;
- d. Preliminary plans and specifications;
- e. ARCHITECT's consultants' reimbursables;
- f. Models or mock-ups
- g. Meetings with cities, planning officials, fire departments, the DSA, State Allocation Board or other public agencies.

ARTICLE XII – EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the necessary services of landscape architect, structural, mechanical, electrical, and civil to

complete the PROJECT. All consultant services shall be provided at the ARCHITECT's sole expense.

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any Consultants employed by the ARCHITECT under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five (5) years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable, competent person at the DISTRICT's request.

4. The construction administrator, or field representative, assigned to this PROJECT by ARCHITECT shall be licensed as a California ARCHITECT and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII – MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material conditions in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold DISTRICT harmless from all liability arising out of:

a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT;

b. General Liability. Liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT for damages related to (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or, (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent ARCHITECTS who are directly employed by the DISTRICT.

c. Professional Liability. Liability arising out of, pertaining to, or relating to the professional negligence, recklessness, or willful misconduct of the ARCHITECT, which the ARCHITECT shall indemnify and hold the DISTRICT entirely harmless from and including any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the ARCHITECT, or any person, firm or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT.

d. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on account of, or founded upon any cause, damage or injury identified here in Article XIII, Section 2, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and,
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS (\$1,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT.

e. Each policy of insurance required above, excepting C, shall name DISTRICT and its officers, agents and employees as additional insureds; and each policy of insurance required above, including C shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that no less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall delivery to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII 3 (a)(b)(c)(d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.

4. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.

5. In the event that this project includes the repair or replacement of more than 25% of a roof, then, in accordance with Public Contracts Code, §3006, ARCHITECT will complete the CERTIFICATION OF FINANCIAL RELATIONSHIP DISCLOSURE, which is attached hereto as Attachment B, and return it with the signed copy of this Agreement.

6. ARCHITECT shall not discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, or any characteristic

listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law. ARCHITECT, its employees and agents, understands that harassment of any student or employee of Riverside Community College District with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law is strictly prohibited.

7. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.

8. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

9. This AGREEMENT shall be governed by the laws of the State of California.

10. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

11. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT.

The parties, through their authorized representatives have executed this AGREEMENT as of the day and year written below.

ARCHITECT -Hill Partnership, Inc
dba, HPI Architecture

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
Lawrence A. Frapwell
President
115 – 22nd Street
Newport Beach, CA 92663

By: _____
Aaron S. Brown
Vice Chancellor
Business and Financial Services

Date: _____

Date: _____

ATTACHMENT "A"

FIXED FEE

Architectural Fixed Fee for Basic Services:

HPI Architecture to perform Basic Services consisting of design, design development, construction documents and construction observation based on a fixed fee structure in an amount not to exceed \$918,700.00.

Specialty Consulting Services:

HPI Architecture to provide Specialty Consulting Services as defined in Exhibit 1 on a not to exceed basis of \$142,790.00. Services shall be authorized by District on a phase by phase basis.

Reimbursable Expenses:

Reimbursable expenses are in addition to the fixed fee structure, and shall be paid in an amount not to exceed \$27,560.00.

Total Cost: \$1,089,050.00

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ATTACHMENT B

CERTIFICATION FINANCIAL RELATIONSHIP DISCLOSURE ROOFING PROJECTS

Per Public Contract Code Section 3006

I, **Laurence A. Frapwell**, President HPI Architecture, certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I, **Laurence A. Frapwell**, President of HPI Architecture, certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed.

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Signature

Laurence A. Frapwell
HPI Architecture

Date

Any person who knowingly provides false information or fails to disclose a financial relationship in the disclosure set forth in subdivision (b) shall be subject to a civil penalty in an amount up to one thousand dollars (\$1,000), in addition to any other available remedies. An action for a civil penalty under this provision may be brought by any public prosecutor in the name of the people of the State of California.

Exhibit 1

PROPOSAL FOR ARCHITECTURAL SERVICES

June 14, 2018

Bart Doering
Facilities Development Director
Riverside Community College District
3801 Market Street
Riverside, CA 92501

Project: **Moreno Valley College – Welcome Center**

Dear Bart:

Thank you for the opportunity to submit this proposal for professional architecture and engineering services. The following is intended to define our Project Understanding, Scope of Architect's Services and Proposed Compensation for the referenced project.

PARTIES TO AGREEMENT

CLIENT: Riverside Community College District (District)
Facilities Planning and Development
3801 Market Street, 3rd Floor
Riverside, CA 92501
Contact: Bart Doering

ARCHITECT: The Hill Partnership, Inc.
dba HPI Architecture (HPI)
115 22nd Street
Newport Beach, CA 92663
Contact: Lawrence A. Frapwell, President

FORM OF AGREEMENT

It is assumed for purposes of this proposal that the services enumerated below will be provided pursuant to a District standard form of agreement ("Agreement") with all open issues to be negotiated to the mutual satisfaction of both parties.

PROJECT UNDERSTANDING

Project Scope

This Proposal is intended to be consistent with the Project Scope defined under the 2017 Feasibility Study (Programming, Assessment and Conceptual Design) conducted by HPI. The Project consists of a new Welcome Center Building at Moreno Valley College to provide enhanced services to both new and

B. Doering
June 14, 2018
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continuing students. No work is anticipated or included for improvements to the existing Student Services Building.

The Project is further defined as follows:

- A new Welcome Center building of approximately 17,450 GSF and related site improvements focused on providing “front end” services.

The Project scope is as defined in the 2017 Feasibility Study and attached Exhibit A. Site improvements are based on the *Infrastructure Upgrade Project - Utility Program* dated June 22, 2010.

Project Budget

For purposes of this proposal, the established Project Construction Budget is \$11,420,000.

The Project Construction Budget is per the construction cost estimates prepared as part of the 2017 Feasibility Study and updated May 16, 2018 to reflect the Project Schedule Outlined below.

Project Schedule

The anticipated schedule assumes the following:

- Initiation of services September 1, 2018
- DSA Submission (intake appointment) June 15, 2019
- Construction will commence July 2020 with a total construction duration not to exceed fourteen months.

SCOPE OF ARCHITECT'S SERVICES

Basic Services

HPI's Basic Services shall be consistent with a District Standard Architectural Services Agreement and for purposes of this proposal shall be inclusive of normal Architectural, Structural, Mechanical (HVAC and Plumbing), Electrical, Fire Alarm, Fire Protection, Site Civil Engineering, Landscape Architecture, and Cost Estimating as further defined below:

- Mechanical / Plumbing / Electrical & Fire Alarm Engineering
 - Scope of work as defined in the 2017 Feasibility Study
- Cost Estimating
 - Provide cost estimates at the following milestones: SD, DD, 50% CD and 100% CD
 - Cost estimates will be presented in a Systems format.

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June 14, 2018
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Specialty Consultant Services

Specialty Consultant Services shall be inclusive of the following:

- Technology Consulting (AV/IT and Security) Services – See attached Waveguide proposal dated June 13, 2018 for further description of the scope and limitation of services. The referenced proposal is hereby made a part of this Proposal. Services will be provided on a phase by phase basis as authorized by RCCD.
- Acoustic Consulting Services – See attached Newson Brown Acoustics LLC proposal dated June 12, 2018 for further description of the scope and limitation of services. The referenced proposal is hereby made a part of this Proposal. Services will be provided on a phase by phase basis as authorized by RCCD.
- SWPPP – BKF will provide Qualified SWPPP Developer (QSD) services in compliance with the Construction General Permit Order 2009-0009-DWQ as amended by Order 2010-0014-DWQ, administered by the State Water Resources Control Board (SWRCB). We will provide support services to the owner's Legally Responsible Person (LRP) to submit Permit Registration Documents (PRDs) to the State's online Storm Water Multiple Application and Report Tracking System (SMARTS) program website.
- FF&E Selection and Specification – See attached HPI Architecture proposal dated June 13, 2018 for further description of the scope and limitation of services. The referenced proposal is hereby made a part of this Proposal. Services will be provided on a phase by phase basis as authorized by RCCD.

Limits of Service and Specific Exclusions

Basic and Specialty Consulting Services specifically exclude the following:

- Any and all Improvements at the Existing Student Services Building
- Foundation and Geological Investigations and Reports / Geotechnical Engineering

A project Geotechnical report will be required for the design effort. District will be responsible for engaging and providing for the services of a geotechnical consultant, as soon as practical, to ensure the geotechnical report is approved with adequate time to incorporate its findings prior to submittal to DSA of the required Evaluation and Design Criteria Report.

- Boundary, topographic and utility surveying.

It is understood the District will provide a topographic, boundary and utility survey for the impacted area including identification of any easements or other development restrictions. HPI will coordinate with the District to define the extent of such surveys however HPI shall be entitled

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to rely upon surveys provided by the District. HPI's services specifically exclude any field verification, supplemental surveying, potholing and/or sonic surveys to confirm the location of above grade features or below grade locations, sizes and elevations which may be required for design and engineering of hardscape, utility and other site improvements.

- Sampling and Testing of Materials

District will be responsible for engaging and providing for the services of the necessary testing laboratories, inspectors, and contractors to perform the material sampling and testing. The scope of these services will be defined upon completion and acceptance of the Evaluation and Design Criteria Report.

- Special Inspections of specific construction methods where required by code or structural drawings.

- Insomuch as the remodeling and/or rehabilitation of existing structures requires that certain assumptions be made by HPI regarding existing conditions, and because some of these assumptions may not be verifiable without the District expending additional sums of money or destroying otherwise adequate or serviceable portions of the structure the District agrees to bear all costs, losses and expenses, including the cost of HPI's Additional Services as mutually agreed prior to commencement of Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure, or from any deficiencies or inaccuracies in any information or documentation relative to concealed conditions furnished to HPI by the District.

- Hazardous Materials

HPI's professional services specifically exclude any actions related to the abatement, replacement, or removal of any environmentally hazardous product, material or process including those containing asbestos, and/or lead paint existing in the facility. Notwithstanding these provisions, it is understood the District will retain the services of an independent contractor to survey and document environmentally hazardous materials. HPI will coordinate its services with the findings of the independent contractor and shall coordinate with the independent contractor and District to include the findings and related work within the bid package for construction. HPI shall be entitled to rely upon the completeness and accuracy of the information provided by the independent contractor and shall assume no responsibility or liability for the accuracy or completeness of the information provided by the independent contractor.

- Design and engineering of off-site utilities and other improvements within the public right-of-way.

- Design and engineering for extension, improvement or relocation of the following campus backbone utilities and services: storm drain, water (domestic, fire, irrigation), sanitary sewer, and IT/ low voltage systems. Extension of electrical and central plant services shall be as defined in the 2017 Feasibility Study. On-site connections are understood to be in the proximity of, and adequately sized to serve the proposed improvements.

- Upgrade/modification/replacement of existing main electrical and mechanical equipment.

- Upgrades to equipment or interconnections between existing central plants.

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- Investigations / field observations of existing conditions or facilities are limited to readily observable conditions.
- Emergency generator
- Traffic consulting and engineering
- Vibration consulting and isolation of structural borne noise. Acoustic services are limited to those as outlined above and do not include vibration measurements, design of building structure to meet low or specific vibration requirements, or review of mechanical noise transfer to the property line including an emergency generator.
- Implementation of proposed Master Plan Amendment related to parking lot reconfiguration. Parking area modifications shall be limited to those improvements which may be need to provide accessibility to the proposed facility per DSA standards.
- Swing Space / Provision of improvements and/or remodel of other campus spaces for temporary occupancy
- Move Management
- Signage and Graphics (except code required signage for Building and parking)
- Preparation of 'As-Built' drawings
- Sustainable Design (LEED) consulting and commissioning
- DSA and any other jurisdictional filing and processing fees
- Post occupancy evaluations
- Third Party Commissioning

PROPOSED COMPENSATION

Compensation shall not exceed **One Million, Eighty Nine Thousand, Fifty Dollars (\$1,089,050)** inclusive of all Services and approved Reimbursable Expenses as follows:

Services

Services indicated above shall be provided on a not to exceed basis of **One Million, Sixty One Thousand Four Hundred Ninety Dollars (\$ 1,061,490.00)** as outlined below:

Basic Services

HPI proposes to provide the basic services described above on a fixed fee basis of Nine Hundred Eighteen Thousand, Seven Hundred and Zero Dollars (**\$918,700.00**).

- Architectural..... \$ 471,253.00
- Civil..... \$ 71,500.00

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 June 14, 2018
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- Landscape..... \$ 27,500.00
- Structural..... \$ 66,000.00
- M/P/E & FA..... \$ 231,000.00
- Fire Protection..... \$ 8,052.00
- Cost Estimating..... \$ 43,395.00

Specialty Consulting Services

HPI proposes to provide the supplemental consulting services on a not to exceed basis of One Hundred Forty Two Thousand Seven Hundred and Ninety Dollars (**\$142,790.00**), as follows:

- Acoustic Consulting (on a time and materials basis)..... \$ 27,500.00
- AV / IT / Security Consulting (on a time and materials basis) \$ 65,340.00
- SWPPP (on a fixed fee basis) \$ 4,950.00
- FF&E Selection and Specifications (on a fixed fee basis).... \$ 45,000.00

It understood the above referenced services will authorized by RCCD on a phase by phase basis and shall be invoiced as noted above.

Cost of Services by Phase

Phase	Basic Services		Supplemental Services				Total
	%	Fee	Acoustic	AV/IT/Security	SWPPP	FF&E	
Schematic Design	10%	\$ 91,870		\$ 6,710		\$ 4,500	\$ 103,080
Design Development	20%	\$ 183,740	\$ 5,500	\$ 12,320		\$ 9,000	\$ 210,560
Construction Document	35%	\$ 321,545	\$ 13,750	\$ 26,180	\$ 4,950.00	\$ 18,000	\$ 384,425
DSA / Agency Approval	7%	\$ 64,309					\$ 64,309
Bidding	3%	\$ 27,561				\$ 4,500	\$ 32,061
Construction	23%	\$ 211,301	\$ 8,250	\$ 16,940		\$ 9,000	\$ 245,491
Close-Out /Certification	2%	\$ 18,374		\$ 3,190			\$ 21,564
Totals	100%	\$ 918,700	\$ 27,500	\$ 65,340	\$ 4,950	\$ 45,000	\$ 1,061,490

Reimbursable Expenses

Reimbursable expenses are in addition to compensation for the services outlined above. Allowable reimbursable expenses shall be in accordance with HPI’s Standard Hourly Rates (Exhibit C). HPI proposes an estimated allowance of **Twenty-Seven Thousand Five Hundred Sixty Dollars \$27,560.00** for approved reimbursable expenses.

B. Doering
June 14, 2018
Page 7 of 7

We at HPI are excited about this opportunity of continuing to provide our professional services to the Riverside Community College District and Moreno Valley College.

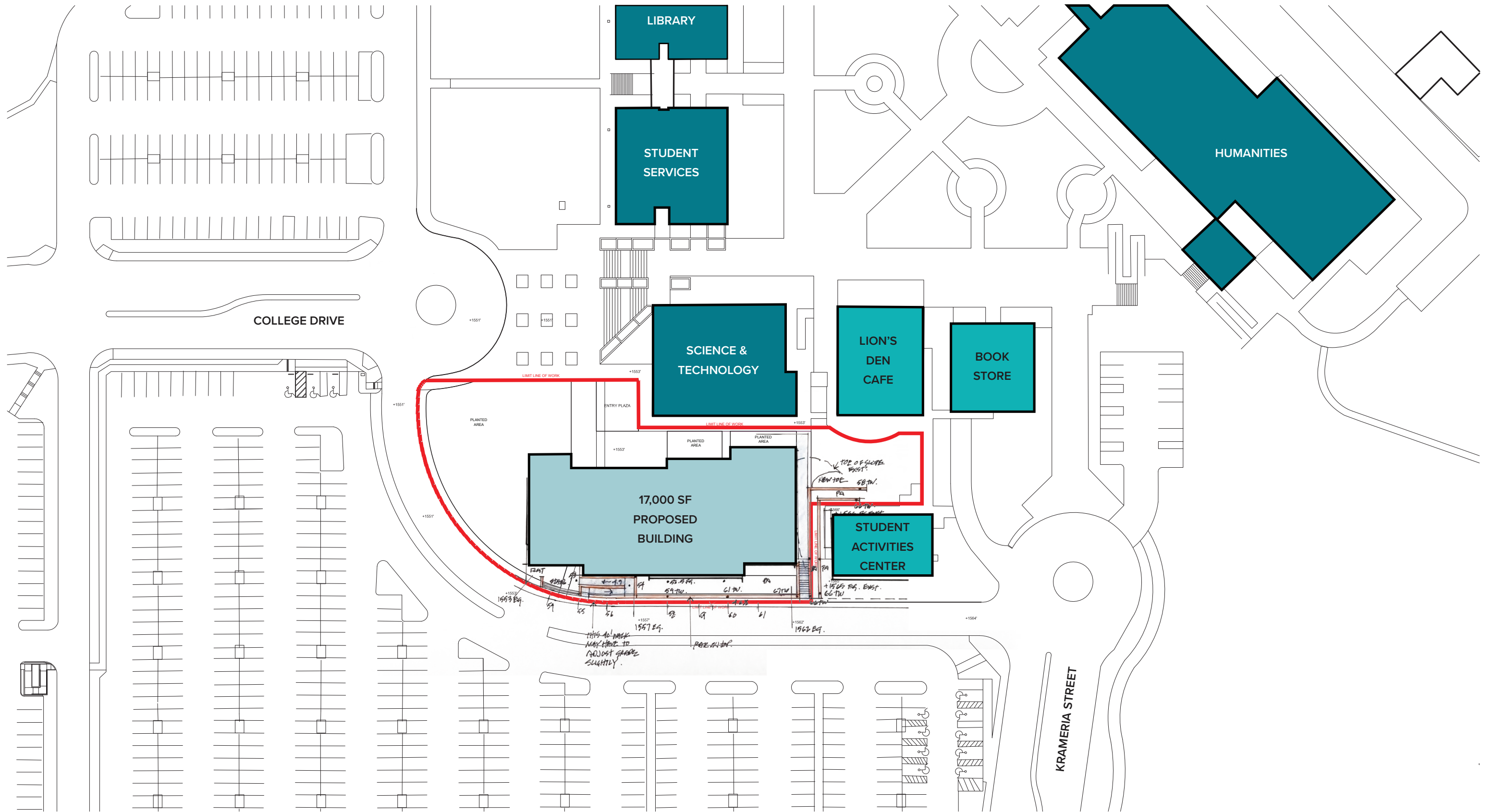
Sincerely,
HPI Architecture



Lawrence A. Frapwell, Architect
President

Enclosures:

- Exhibit A – New Welcome Center Building
- Exhibit C – 2018 Hourly Fee Rate Schedule
- Newson Brown Fee Proposal
- Waveguide Fee Proposal





Moreno Valley College: Welcome Center: Program

Department Space Requirement Space ASF Goal	96									ASF / Stations							Total ASF	Total ASF / Department	Office Suite Multiplier of 0.75	Actual Suite
	Student Work Station	Work Station	Staff Office	Counselor	Director Office	Dean Office	VP office	Other	Student Work Station	Work Station	Staff Office	Counselor	Director Office	Dean Office	VP Office	Other				
									36	64	64	120	125	150	175					
First Year Experience / Dream Center																			1,308	1,344
Director					1								126				126	981		
Student Success Coach			3							57							171			
FYE Hoteling Station			1								121						121			
Peer Leaders (6-8) / Student Check In	1								142								142			
Dream Center Support Staff (2)		1								105							105			
Dream Center Support Staff (1)		1								57							57			
Tutoring Tables								3								64	192			
Storage / Work Room								1								67	67			
Outreach																			387	440
Outreach Specialist			3								58						174	290		
Student Ambassador (6-8 part time)	2								0								0			
Study Tables								1								64	64			
Storage / Work Room								1								52	52			
Admissions & Records																			1,041	841
Director - (Jaime)					1								124				124	781		
Staff (Full Time Tech)		2								54							108			
Counter Space								3								42	126			
Student ID Station								1								51				
Cashier- counter								2								42	84			
Cash Count / Vault Room								1								95	95			
Storage / Work Room								1								160	160			
operations assitant		1								42							42			
Student Worker / Hotel	1								42								42			

Moreno Valley College: Welcome Center: Program

Department Space Requirement Space ASF Goal	96								ASF / Stations							Total ASF	Total ASF / Department	Office Suite Multiplier of 0.75	Actual Suite	
	Student Work Station	Work Station	Staff Office	Counselor	Director Office	Dean Office	VP office	Other	Student Work Station	Work Station	Staff Office	Counselor	Director Office	Dean Office	VP Office					Other
									36	64	64	120	125	150	175					
Student Financial Services (Financial Aid) & Student Employment																			1,391	1,419
Director					1								120				120	1043		
Assistant Director					1								118				118			
HOTELING STATION FA Counselor				1								120					120			
Small Meeting Space Analyst										2			54				108			
Work Stations: 1 advisor										5			54				270			
1 Outreach 1 Off Campus Entity 1 Admin Assistant 1 Hoteling Station																				
Counter Space												3					51			153
Counter (Confidential Scanning)												1					70			70
Storage Student Employment												1					30			30
					1								54				54			54
Student Workers	2																0			0
Counseling																			3,343	3,677
Counselor				12													1416			2507
Hoteling - Counselor Counter Clerk 1 Student Worker				3													354			132
										2			66				132			132
Clerk 2 Clerk 3										1			54				54			54
										1			54				54			54
Work Room / Storage												1					281			281
Future Work Station																	216			216



Moreno Valley College: Welcome Center: Program

Department Space Requirement Space ASF Goal	96								ASF / Stations							Total ASF	Total ASF / Department	Office Suite Multiplier of 0.75	Actual Suite	
	Student Work Station	Work Station	Staff Office	Counselor	Director Office	Dean Office	VP office	Other	Student Work Station	Work Station	Staff Office	Counselor	Director Office	Dean Office	VP Office					Other
									36	64	64	120	125	150	175					
Assessment Center																			2,021	1,886
Assessment Center Staff			2								54						108	1516		
Hoteling station		2							36								72			
Counter - Check in / Seating								1							84		84			
Small Testing Rooms								3							80		240			
Large Testing Room								1							473		473			
Large Testing Room								1							485		485			
Storage / Work Room								1							54		54			
Welcome Center																			1,151	863
Open Computers (6)								1							121		121	863		
Seating 1								1							248		248			
Seating 2								1							69		69			
Seating 3 / Laptop Bar								1							127		127			
Counter, including College Receptionist + 2 Student Stations								1							298		298			
Other																			1,175	881
Meeting Room								1							663		663	881		
Break Room								1							218		218			
ASF Total																			11,816	11,351
TOTAL	GSF @ 65% Efficiency																		18,178	17,463





EXHIBIT C
HPI
STANDARD HOURLY RATES
January 1, 2018 - December 1, 2018

Staff Rates:	<u>Position</u>	<u>Hourly Rate*</u>
	Senior Principal	\$220.00
	Principal	\$200.00
	Senior Designer	\$175.00
	Project Manager	\$160.00
	Construction Administrator	\$160.00
	Project Architect	\$150.00
	Designer	\$145.00
	Job Captain	\$135.00
	Drafting Technician	\$ 115.00
	Clerical	\$ 95.00

Overtime / Weekend: Over time/ weekend rates will be invoiced at 1.5 times the hourly rates identified above.

Consultants: Allowable reimbursables such as plotting, printing, photocopying, delivery, postage, travel expenses incurred under this agreement will be billed at cost plus 10% mark-up.

*Rates subject to annual review and adjustment.

June 12th 2018

Andria Limon
Director | Education
HPI Architecture | Planning | Interiors
115 22nd Street
Newport Beach, California 92663

Subject: RCCD Moreno Valley College - Revised Proposal for Acoustical Consulting Services
Construction of New Welcome Center Building

Andria,

Further to our review of the request for proposal received March 3rd 2016 and our e-mail exchange, we are pleased to provide this revised proposal for acoustical consulting services.

We understand the following:

- The project is limited to the construction of a new Welcome Center building.
- The area of the new construction is approximately 17,000 square feet.
- The project has a budget of approximately \$10 million for the new construction (\$8.8 million of this will be used for the building and the balance will be for site work).
- The project will not be designed to LEED, WELL or other similar criteria.
- Design to start August 2018. Development of SD-CD will be concurrent. New building construction assumed to start May 2020 with a 12 month construction duration.

We have divided our proposal into three exhibits:

1. Scope of Work.
2. Professional Fees and Terms and Conditions.
3. Hourly Rates and Insurance Limits.

With regard to our performance of professional services, please note we will be unable to agree to any contract language that will require us to assume the duty to defend the Client or any other party under any circumstances including, but not limited to, any claims, causes of action, or proceedings of any kind. Further, we will not agree to indemnify the Client for the Client's own negligence or for the negligence of others. Any indemnification clauses we are required to sign must be on a comparative basis of fault, such that our liability under any proposed indemnification clause must be limited to the extent caused by our negligent acts, errors or omissions as determined by a court of competent jurisdiction; subject to any applicable limitations of liability.

The terms of this proposal remain valid for 60 days from the date listed above. The undersigned would be the Principal-in-Charge and primary contact. Other staff will be assigned to the project once awarded based on availability and relevant experience.

We trust that the scope of work and professional fee meet with your approval and look forward to working with you on this project. Please return a signed copy of the proposal to authorize the proposed scope of work.

Yours Sincerely,
Newson Brown Acoustics, LLC



Ian Boorer
Principal

Encl.

16-046 F:\Datafiles\PROP\RCCD Moreno Valley College Welcome Center\Prop3 new build only.docx

**EXHIBIT 1
RCCD MORENO VALLEY COLLEGE WELCOME CENTER
PROPOSED SCOPE OF WORK**

A. Design Phase

1. Sound Isolation and Acoustical Treatment.

- a. Provide recommendations for partitions between rooms and to corridor; provide plan, section and intersection details. Develop suitable closure details at the connections between the walls and the construction above and at the building perimeter.
- b. Review and advise on acoustical finishes for walls, ceilings and floors. Provide typical details, product cut sheets and acoustical specifications for room finish treatment for use by the architect.
- c. Provide acoustical specifications for doors and door seals having an acoustical performance requirement.
- d. Provide standard details and acoustical specifications for drywall partition construction, acoustical sealant, batt insulation and electrical outlet box pads.

2. HVAC

- a. Provide recommendations for duct silencer or alternate noise control elements to reduce noise from air moving equipment so that the selected noise criteria will be achieved.
- b. Provide maximum noise guidelines for volume control boxes, diffusers and grilles, etc.
- c. Provide recommendations for vibration isolation of new HVAC equipment and piping.
- d. Provide recommendations for the control of ductborne crosstalk between rooms.

3. Plumbing.

- a. Provide a vibration isolation specification and recommendations for any new plumbing systems requiring isolation.

4. Electrical.

- a. Provide recommendations for the vibration isolation of any new transformers located internally.

5. Exterior Noise (Required per the CALGreen Code).

- a. Perform an environmental survey of existing noise conditions on site.
- b. Provide acoustical recommendations for the proposed exterior glazing and wall assemblies.

B. Design Phase

1. Meeting Attendance.

- a. We have allocated time for attendance at three (3) meetings.

C. Construction Administration

1. **Shop Drawing and Submittal Review.**
 - a. Acoustical finish materials.
 - b. Acoustical doors.
 - c. Silencers (HVAC).
 - d. Vibration isolation (HVAC, Plumbing and Electrical Equipment).
2. **Clarifications.**
 - a. Respond to requests for information by the architect through phone calls.
 - b. Respond in writing to formal RFI.
3. **Observations.**
 - a. Provide a maximum of three (3) site visits or project meetings as requested by the architect.
 - b. Provide observation reports and/or punch-lists for each visit.

D. Exclusions

The Scope of Work does not include:

1. Acoustical review of any renovations.
2. Noise control and vibration isolation of emergency generators.
3. Acoustical review of portable offices and restrooms.
4. Review of mechanical noise transfer to the property line.
5. Designing to LEED, WELL or other similar criteria.
6. Review of outdoor activity noise to the property line or the building itself.
7. Producing acoustical models or noise maps.
8. Vibration measurements.
9. Design of low vibration environments.
10. Review of noise and vibration due to vehicle movement in parking structures or surface parking lots.
11. Assessment of building structural response due to footfall.
12. Design of building structure to meet low or specific vibration requirements.
13. Assessment and control of noise and vibration from gyms / fitness rooms.
14. Review of existing exterior noise source impact on outdoor areas.
15. Audio-visual design/equipment selection and layout, including noise masking systems, or furniture layouts.
16. The design of rooms that require intensive acoustical design such as screening rooms, recording rooms, mix rooms, listening rooms and rooms used for audio and video broadcast.
17. Acoustical design of loading docks.
18. Analysis of creaking or popping of building elements in response to thermal expansion or contraction.
19. Assessment of noise in mechanical rooms or areas with regard to OSHA requirements
20. Preparing an EIR or other similar documents.
21. The preparation and submission of documents for approval to agencies having jurisdiction.
22. Meeting with Code, Jurisdictional or Utility authorities.
23. Attendance at hearings.
24. Collection of plan checks and issuing of permits.

25. Attending regular meetings and/or conference calls.
26. Producing CAD or BIM drawings.
27. The printing of drawings and specifications.
28. Costing of acoustical assemblies.
29. Assessment and control of noise and vibration during demolition and construction.
30. Design work beyond May 2020.
31. Construction administration for the new building beyond September 2020.
32. Acoustical measurements and testing upon completion of construction.
33. Additional work due to splitting the project into phases.
34. Items not included in our scope of work.

**EXHIBIT 2
 RCCD MORENO VALLEY COLLEGE WELCOME CENTER
 PROFESSIONAL FEES AND TERMS AND CONDITIONS**

Basic Services

PHASE	Percentage of Total Fee	Fee – New Building
Design Development	20%	\$5,000.00
Construction Documents	50%	\$12,500.00
Construction Administration	30%	\$7,500.00
Total	100%	\$25,000.00

Reimbursable Expenses

Reimbursable expenses, including travel, would be billed at cost in addition to our professional fees.

Terms and Conditions

We understand that our services would be authorized phase by phase and that our fees would be invoiced on a time and materials basis not to exceed the fee for each phase included in the above table.

Invoices would be issued monthly in accordance with our progress. See also our attached hourly fee rates.

Services provided by Consultant in connection with Change Orders may constitute Additional Services, unless the Change Order is caused through a fault of Consultant.

With regard to our performance of professional services, please note we will be unable to agree to any contract language that will require us to assume the duty to defend the Client or any other party under any circumstances including, but not limited to, any claims, causes of action, or proceedings of any kind. Further, we will not agree to indemnify the Client for the Client's own negligence or for the negligence of others. Any indemnification clauses we are required to sign must be on a comparative basis of fault, such that our liability under any proposed indemnification clause must be limited to the extent caused by our negligent acts, errors or omissions as determined by a court of competent jurisdiction; subject to any applicable limitations of liability.

When reviews are required of electronic documents posted on a project site (e.g. ftp site) we will require specific instructions and an access path to the posted document. It is not the intent that we provide continuous monitoring of the project site or continuous review of the in-progress drawings. We will review the project at up to three (3) project milestones.

We have calculated fees on the assumption that the project will proceed on schedule approximately and in a straightforward manner. Fees associated with major redesign, or prolonged delays to the project schedules are not included in the fee quoted below. We reserve the right to present revised fee proposals.

Work Authorized By:
 Name, Title

Signature

Date

**EXHIBIT 3
RCCD MORENO VALLEY COLLEGE WELCOME CENTER
HOURLY RATES AND INSURANCE LIMITS**

NEWSON BROWN ACOUSTICS, LLC: FEE SCHEDULE

Martin Newson, Principal	\$220.00/hour
Michael Brown, Principal	\$220.00/hour
Ian Boorer, Principal	\$200.00/hour
Dereck Hendrix	\$170.00/hour
Joseph Celano, P.E.	\$170.00/hour
Nozomi Kamiya	\$155.00/hour
Ben Toews	\$140.00/hour
Chester Raney	\$125.00/hour
Brad Sliga	\$125.00/hour
Eric McGowan	\$125.00/hour
Administrative Support	\$75.00/hour

Insurance Limits

Commercial General Liability

- o \$4,000,000 General Aggregate
- o \$4,000,000 Products & Completed Operations Aggregate
- o \$2,000,000 Personal & Advertising Injury
- o \$2,000,000 Each Occurrence
- o \$1,000,000 Damage to Rented Premises (each Occurrence)
- o \$10,000 Medical payments

Business Automobile

- o \$1,000,000 Non-Owned & Hired Automobile Coverage

Workers' Compensation

- o \$1,000,000 Each Accident
- o \$1,000,000 Disease per Employee
- o \$1,000,000 Disease Policy Limit

Professional Liability Insurance

- o \$3,000,000 Each Claim
- o \$3,000,000 Each Policy Year Aggregate
- o \$25,000 Deductible

Umbrella Liability Insurance

- o \$3,000,000 Each Occurrence
- o \$3,000,000 Annual Aggregate



December 6, 2017 Revision 1: June 13, 2018

Andria Limon
HPI Architecture
115 – 22nd Street
Newport Beach, California 92663

Re: Riverside Community College District, Moreno Valley College – Welcome Center
 Proposal for Technology Consulting Services

Dear Andria,

Thank you for giving Waveguide the opportunity to propose our services on this project. Having reviewed the RFP materials you provided, we believe our integrated technology consulting services are well matched to this project’s requirements.

Attached is our fee proposal, which outlines our services and highlights the tasks we will perform per phase. The technology consulting services proposed include audiovisual (AV), structured cabling (IT) and security. Our associated fees are broken out by technical discipline and work stage.

Again, thank you for inviting Waveguide to be part of your team to pursue this project.

Sincerely,

David Gales, CTS
Principal, Director of California Operations
Waveguide LLC

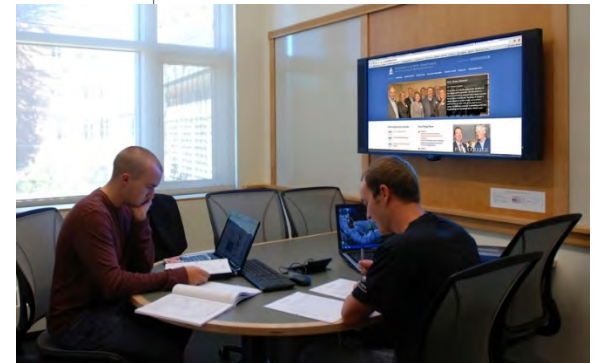
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Terms & Conditions	13

EXECUTIVE SUMMARY

Waveguide LLC (Consultant) offers to provide professional services in audiovisual (AV), structured cabling and security consulting to HPI Architecture (Client) to support design and construction of a new Welcome Center building on the Moreno Valley College campus of the Riverside Community College District (Owner or District).

Riverside Community College District is planning to construct a new 17,450 square foot, single story Welcome Center building on the campus of Moreno Valley College located in Moreno Valley, California. The District has engaged HPI Architecture as Architect for the new building. In turn, HPI Architecture has invited Waveguide to present this proposal to support the project.

This proposal is based on the information provided with your request for proposal (RFP) dated December 1, 2017 and in the accompanying conceptual floor plans. The project's RFP does not identify a specific scope of requirements or budget for the low voltage technology scope. Therefore, we have proposed our services and fees based on certain assumptions stated throughout this proposal. Upon completion of our initial technology program verification efforts, we will revisit with you the project's technology requirements to ensure they align with our scope and fee assumptions noted herein. If necessary, we can adjust our scope and fees to match the actual program before engaging further design efforts.



SCOPE OVERVIEW

AUDIOVISUAL

Though we have not met with Owner’s representatives to understand their specific needs for this project, we assume the project’s AV scope to include the AV facilities and technologies/capabilities summarized below:

AV TECHNOLOGIES/CAPABILITIES

- AV Presentation for Learning & Collaboration
- Presentation Sound Reproduction
- Assistive Listening (per the CBC & ADA)
- Audio/Video/Web Conferencing
- Digital Signage
- Integrated AV Controls

AV FACILITIES

- Two (2) Open Tutoring Areas (Typical)
- Three (3) Small Meeting Rooms (Typical)

In addition to the specific AV areas identified above, we anticipate the AV scope to include the deployment of digital signage displays in selected common areas throughout the building. We do not anticipate the project’s AV scope to include digital media production or broadcast facilities.

AV planning and infrastructure design considerations include equipment integration planning, technical power and grounding requirements, lighting design criteria for AV spaces, equipment cooling and ventilation requirements, and conduit/junction box requirements for low-voltage AV cabling. We will provide AV system designs and bid documentation to facilitate AV equipment procurement and contractor selection as part of the general construction package. During construction and AV systems installation, we will monitor and coordinate the AV work to help ensure its smooth execution and fulfillment of the design intent.

Based on the AV technologies and spaces listed above, and our experience with similar projects, we anticipate the total AV systems budget for the project will not exceed \$125,000. Additional AV consulting fees may be warranted should the AV budget significantly exceed this estimated amount.



SCOPE OVERVIEW

COMMUNICATIONS INFRASTRUCTURE & STRUCTURED CABLING

We will base the project's communications infrastructure and structured cabling requirements on the Owner's documented standards and on industry best practices for the intended building uses. Planning and design support for communications infrastructure will include coordination of incoming service pathways and duct banks, data telecom equipment room planning and design of riser and horizontal cable distribution pathways.

We expect the facility's structured cabling will include a mix of wired and wireless data connectivity points and telephone cabling infrastructure, including optical fiber backbone and copper station cabling (e.g. Cat6), equipment racks, cable management, patch panels, patch cords, and modular voice and data jacks. We will also design cabling for broadband television distribution (e.g. CATV/SATV) and locations/drops for wireless access points as part of building structured cabling, as required.

We anticipate design, specification and installation of active electronic equipment for the voice/data systems (e.g. servers, switches, computers, voice systems, wireless access points, etc.) will be performed by the Owner's internal IT group and these tasks are specifically excluded from Waveguide's scope of work.



SCOPE OVERVIEW

SECURITY

We will base the building's security system requirements on the Owner's documented standards and on industry best practices for the intended building uses. Planning and design support for the building security systems shall include:

- Electronic Access Control
- Video Surveillance Cameras

Our initial consulting efforts will focus on identifying the project's security requirements and providing a documented basis of design that will guide the subsequent planning and design work. Based on the approved security systems program, we will work with the design team to develop the building and infrastructure designs to accommodate the planned security systems. We will provide planning support for locating security equipment and devices, design coordination with the door hardware consultant, and specification of all conduits, junction boxes and other infrastructure to support security device installation and cabling interconnection.

We will provide complete security systems designs and specifications based on the expectation that security systems will be bid and installed as part of the building Construction Document package. We will provide coordination and review of the security infrastructure during construction and full verification of the security systems installation upon completion as construction administration services for the security scope.



SCHEMATIC DESIGN | TECHNOLOGY PROGRAM

To initiate our work on the project, we will meet with key stakeholders to understand the Owner’s specific use cases for each AV-enabled space, and to determine the specific requirements for IT infrastructure and security systems. We then will develop a comprehensive technology program to document the technology requirements identified.

The technology program shall include outline descriptions of the anticipated use cases for each AV space, conceptual AV room layouts and AV system budgetary cost estimates. For the project’s communications infrastructure and structured cabling, we will provide a narrative summary describing the project scope. For security systems, we will provide a narrative summary as well as conceptual plans identifying proposed security device locations.

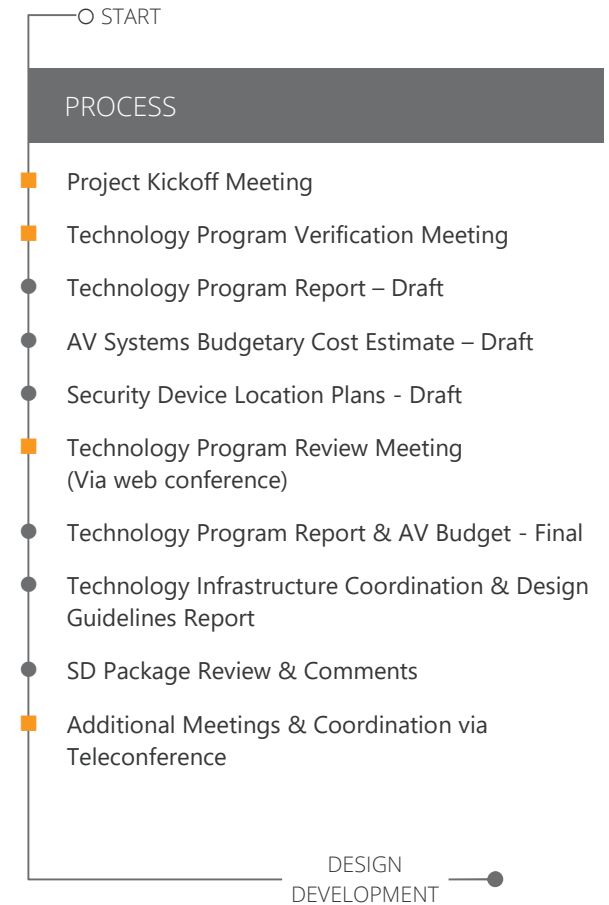
In Schematic Design (SD), we will support the design team to provide technology planning guidelines and criteria in the early architectural design and building systems planning. Our aim will be to ensure concepts and budgets developed at this early project stage adequately accommodate the Owner’s expectations for technology and acoustics.

We will provide written recommendations and illustrated guidelines for optimizing technology systems performance within the building. We will also provide a comprehensive review of the complete schematic design package to ensure our preliminary recommendations are being effectively coordinated.

At this stage of the project we anticipate providing one (1) onsite meeting to gather technology program requirements. Supplemental meetings may be provided as Additional Services.

Specific deliverables and meetings for each phase are shown in the process graphic to the right on each page.

- MEETINGS/TRIPS
- DELIVERABLES



DESIGN DEVELOPMENT

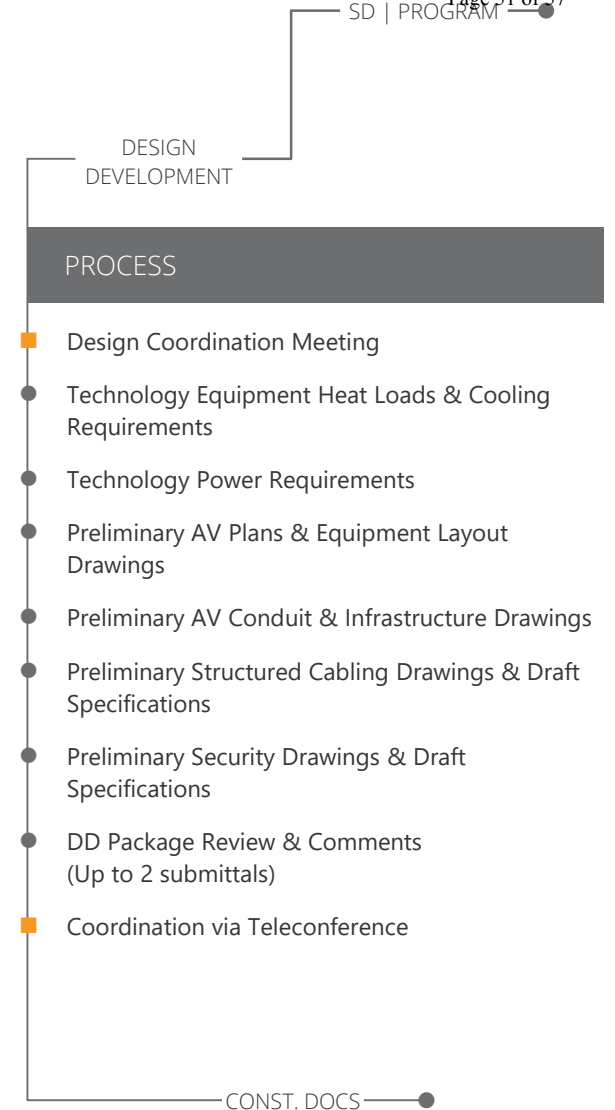
During Design Development (DD), we will continue to address and coordinate technology issues and their impact on architectural design and development of the building systems. At this stage of the project, we will also begin to document specific technology infrastructure requirements.

The AV design documents we provide will include equipment plans illustrating general AV presentation orientations, viewing sightlines and AV device locations. We will also provide initial designs for low-voltage cable containment within the project's AV facilities, including specification of AV conduits, junction boxes, floor boxes, etc.

For IT and communications, we will provide drawings identifying data telecom outlet locations, cable tray pathways, communications equipment room layouts and draft specifications for building structured cabling. Likewise, for security we will provide detailed drawings identifying security equipment and device locations, security infrastructure requirements and draft specifications for security systems.

We will provide the mechanical engineer cooling requirements for technology equipment for reference as they develop the building's HVAC designs. We will also provide technical power and grounding requirements for technology equipment to the electrical engineer for their reference.

At key two (2) milestones during the DD phase, we will review the DD document package to coordinate and address technology and acoustical issues as required. We anticipate participating in one (1) onsite design coordination meeting during this stage of the project. Supplemental meetings may be provided as Additional Services.



CONSTRUCTION DOCUMENTS

During the CD phase, we focus on refining the technology infrastructure designs for contractor bidding and construction. We will provide plans, details and technical specifications for all technology infrastructure elements to be built or installed as part of the general construction of the project.

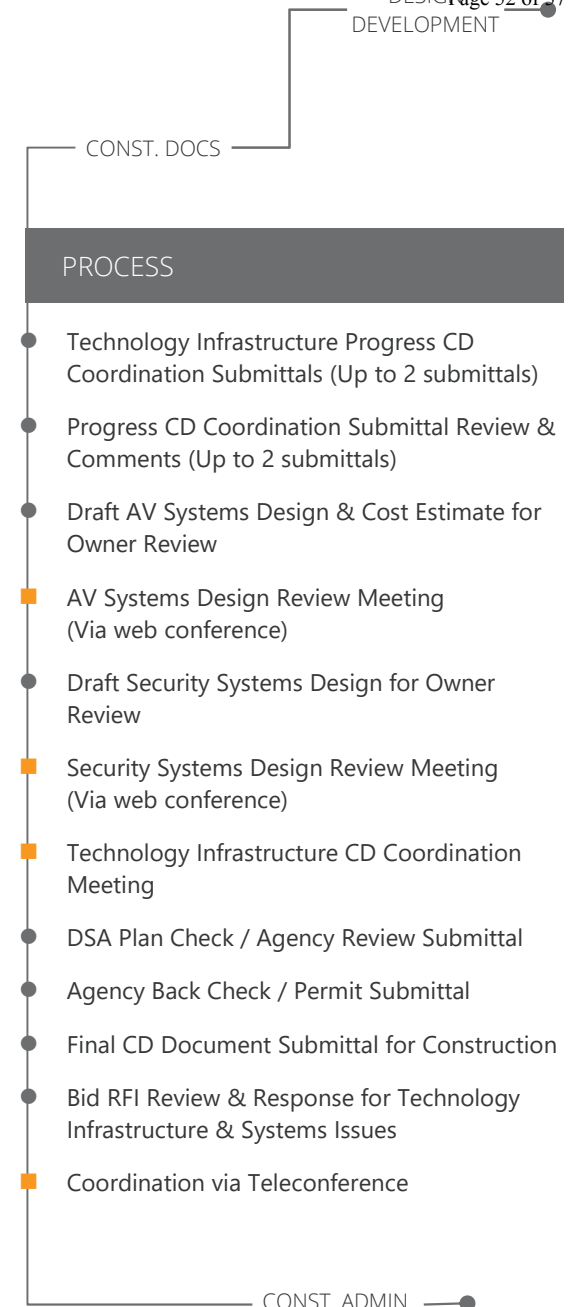
In addition to final AV, security and communications infrastructure plans, we will provide complete designs and specifications for the structured cabling and security systems. We will continue to coordinate with the design team regarding detailed building systems designs having an impact on or supporting the project's technology systems, including electrical power, HVAC, etc.

During this phase of the project we will develop complete AV system designs in accordance with the approved AV program and budget. AV system designs are anticipated to be documented as part of the building construction (CD) package. We will provide AV equipment installation plans, AV system line diagrams, AV equipment rack layouts, AV connector panel layouts and other related system details.

During the CD phase we will attend up to two (2) onsite meetings to coordinate the work of the project. We anticipate providing the following infrastructure construction document submittals during the CS phase:

- Two (2) Progress Coordination Submittals
- One (1) DSA Plan Check / Agency Review Submittal
- One (1) Agency Back Check / Permit Submittal
- One (1) Issue for Construction

During the general construction bidding process, we will respond to any questions or requests for information regarding our technology infrastructure and systems design documents.



CONSTRUCTION ADMINISTRATION

TECHNOLOGY INFRASTRUCTURE

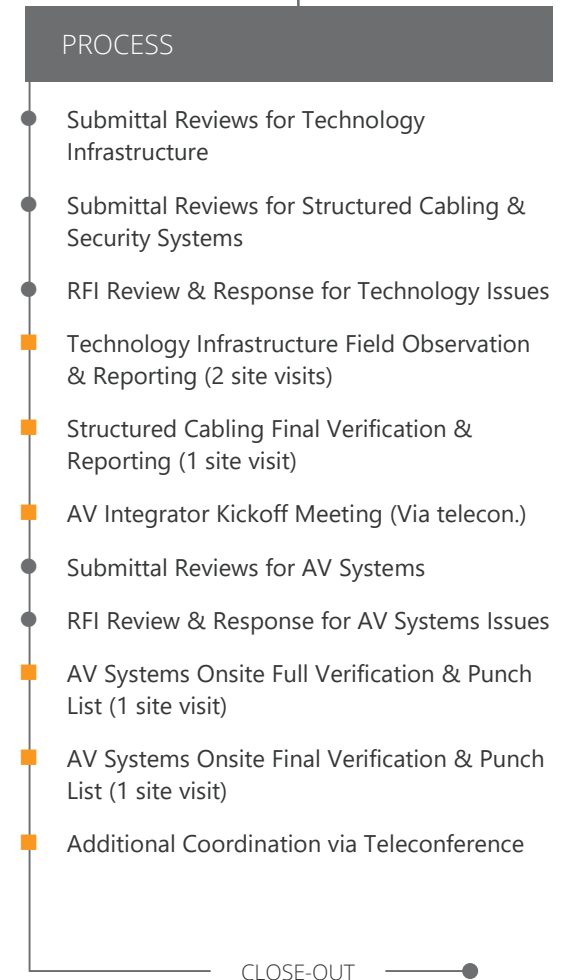
During the CA phase, we will provide ongoing coordination and review of requests for information and changes related to the project's technology infrastructure, structured cabling and security systems design elements. We will make one (1) visit to the project site to review the progress of the work and to verify conformance to the construction documents and design intent. We will submit a written field observation report following the visit.

For structured cabling and security systems, we will review shop submittals from the contractor and, upon completion of the work, perform a final review of the installation and performance test results performed by the contractor. We will document in a punch list any issues or deficiencies found.

AV SYSTEMS

Once an AV systems integrator is under contract, we will provide ongoing coordination and contract administration services to ensure the smooth execution of the work. At commencement of the AV integrator's work, we will lead a kickoff meeting via teleconference to review the project schedule, submittal requirements, and project delivery process. As the work progresses, we will review and comment on requests for information, change requests and the integrator's weekly status updates.

Upon notification from the AV integrator that the on-site installation is substantially complete, we will visit the project site to perform a full verification of the work. We will record any observations or deficiencies in a punch list. When the AV integrator has notified us that all punch list corrections have been completed, we will return to the project site to perform a final verification of the work.

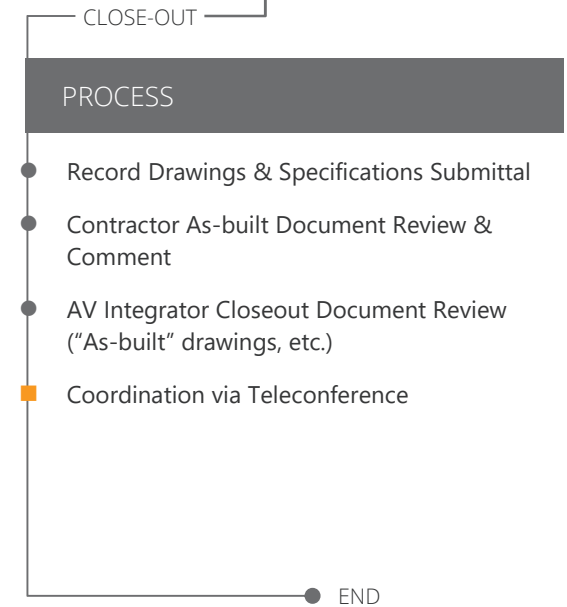


CLOSE-OUT

Following completion of construction, we will provide record documents consisting of our technology infrastructure construction documents updated to incorporate design modifications made during construction. We will review and comment on technology infrastructure as-built drawings and other close-out documents submitted by the contractor.

Upon completion of the AV systems installation and commissioning, we will review the AV integrator's close-out package, including system as-built drawings, equipment manuals, equipment lists, etc.

No meetings or site visits are anticipated at this stage of the project.



FEES, EXPENSES & HOURLY RATES

For Basic Services proposed, we shall be paid on an hourly basis a total fee not to exceed **\$59,400**. Expenses shall be reimbursed in addition to fees for services. Fees are itemized below by project phase and technical discipline. For reference, we have included our current hourly rates in the table to the right.

PROJECT STAGE	AV	IT	Security	TOTALS
SD Technology Program	\$ 1,400	\$ 500	\$ 4,200	\$ 6,100
Design Development	\$ 2,700	\$ 2,200	\$ 6,300	\$ 11,200
Construction Documents	\$ 7,600	\$ 4,000	\$ 12,200	\$ 23,800
Construction Administration	\$ 7,600	\$ 3,100	\$ 4,700	\$ 15,400
Close-out	\$ 1,100	\$ 800	\$ 1,000	\$ 2,900
Fee Totals (not including expenses)	\$ 20,400	\$ 10,600	\$ 28,400	\$ 59,400
Estimated Expenses				\$ 800

HOURLY RATES

Principal	\$250
Senior Project Consultant and Director.....	\$200
Project Consultant, Senior Designer and Senior Programmer.....	\$180
Associate Consultant, Designer, Programmer and Commissioner	\$165
Associate Designer, Associate Programmer Associate Commissioner and CAD/BIM Support Staff	\$135

EXPENSES

Proposed fees do not include expenses.

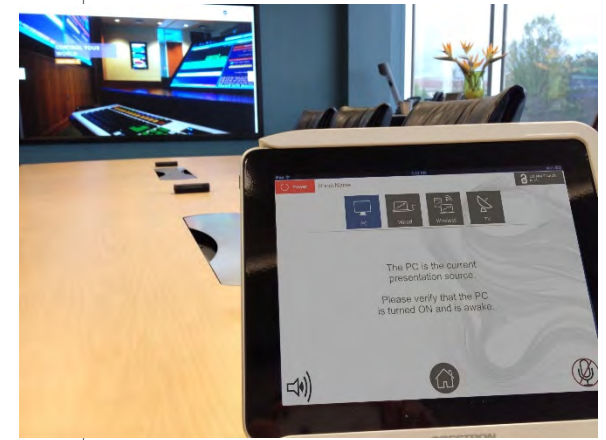
We anticipate expenses including mileage, parking and other travel costs for team members to attend meetings and visit the site. These shall be reimbursable to us at our cost.

All document submittals are anticipated to be in electronic format. Should hardcopy documents be requested, expenses associated with document reproduction and delivery shall be considered reimbursable in addition to the stated estimate.

ADDITIONAL SERVICES

Any work beyond that which is described above will be considered Additional Services and will be provided only upon receipt of written authorization by Client. Compensation for Additional Services may be on an hourly basis or for a fixed fee to be negotiated at the time of the request. Additional Services may include, but shall not be limited to, the following:

- Additional in-person meetings to work with Owner, Client or other consultants, or otherwise assist in the project outside of the scope of work delineated above.
- Consulting/design for any active electronic data telecom equipment (e.g. routers, switches, servers, computers/laptops, VoIP/PBX equipment, phone sets, etc.).
- Consulting/design services associated with active electronics for building-wide television signal distribution, including cable television, satellite or other broadband or IP television distribution.
- Consulting/design services to support planning, design or construction of communication infrastructure beyond a 5-foot perimeter of the building footprint, including outside plant (OSP) infrastructure.
- Assessment of existing data/telecom equipment rooms and network or communications systems and infrastructure to determine their adequacy to support planned renovations.
- Supplemental consulting and design effort as may be required to provide an independent AV systems bid package and AV contractor solicitation.
- Supplemental site visits to verify completion of technology systems installation following completion of final verification.
- Supplemental consulting or design effort required to develop the project's designs and construction documents on separate delivery schedules.
- Design, construction documents and construction administration services for systems beyond those noted above in the Executive Summary and Scope Overview.
- Services to support digital signage content development and deployment.
- Consulting or design services associated with a distributed antenna system (DAS) for the building.
- AV systems training or associated planning and management of training to be performed by the AV integrator.
- AV control system software programming services. These services, if requested, would be provided under a separate contract.
- Predictive computer modeling and analysis (e.g. acoustic modeling, RF heat mapping).
- Acoustic consulting services.
- Security consulting or design services associated with renovation of the existing Student Services building.



TERMS & CONDITIONS

- 1. Proposed Fees.** Fees herein assume Waveguide is engaged to provide the entire scope of proposed services. Should Client wish to engage Waveguide for some, but not all, of the proposed services, fees shall be subject to adjustment to account for the lost efficiency of distributing the project management burden across proposed disciplines.
- 2. Errors and Omissions.** Consultant is not responsible for errors and omissions in drawings and/or data provided by Owner, occupant, architect or other consultants for inclusion in the construction documents.
- 3. Invoices and Payment.** We propose to invoice fees and expenses periodically according to services performed. Payments to you by Owner for our services are considered to be held in trust for us by you and are due to us within 10 working days of your receipt of such payment.
- 4. Project Delays.** Should this project be delayed for a period of six months or longer, Consultant reserves the right to modify this proposal to reflect any changes or rework that result from such a period of inactivity. Any changes would be treated as an additional service.
- 5. Project Phasing.** This proposal assumes a single-phase construction administration effort. Should this project be constructed such that various portions of the technology systems and spaces are brought online in distinct phases, Consultant reserves the right to modify this proposal to reflect any additional design, bidding and/or construction administration activities. Any changes would be treated as an additional service.
- 6. Design Software.** Design drawings will be developed utilizing the Autodesk® suite of computer aided design (CAD) software, including AutoCAD Architectural Desktop 2016 for 2D drawings and Revit 2016 for building information modeling (BIM). Navisworks Simulate 2016 software will be used for BIM model review and coordination.
- 7. Level of Development.** The Level of Development (LOD) for BIM model content (as defined by AIA Document G202™-2013) shall be as follows for each technical area of proposed services: Communications Infrastructure/Structured Cable: LOD 300; Audiovisual: LOD 400. Modeling of technology infrastructure and equipment elements at higher LOD levels than designated may require significant additional effort for which supplemental compensation may be warranted.
- 8. Building Information Modeling.** Where BIM is used for development of project designs and construction documents, BIM model updates shall be limited to a maximum frequency of one (1) update per month during the DD and CD phases. More frequent BIM model updates may be provided upon request as Additional Services.
- 9. Warranty.** Consultant warrants his services under this proposal to be exercised in a manner consistent with that level of care and skill ordinarily exercised by members of Consultant's profession currently practicing in his locality under similar conditions. No other warranty, either expressed or implied as to the results to be achieved as a consequence of this project, is made.
- 10. Liability.** Consultant's liability to Client relating to this agreement or to Consultant's services under this agreement, except in cases of gross negligence, shall not exceed the aggregate of Consultant's total fee for services under this agreement.

Under no circumstances shall Consultant's liability exceed the limit of his professional liability insurance coverage. The cost of securing additional insurance to meet limits in excess of current coverage amounts will be added to the fee quoted herein as a reimbursable expense and paid by Client.

ACCEPTANCE

If the terms outlined in this proposal are acceptable, please return a signed copy to us to serve as a contract for these services. This proposal is open for acceptance for a period of 60 days from the proposal date after which time the fee and scope will be subject to change. Once accepted, the services of Waveguide LLC may be terminated prior to the completion of the project upon seven days' written notice, and if terminated for reasons other than substantial failure of Waveguide LLC to perform as set forth herein, we shall be paid for services performed and expenses incurred to the date notice of termination is received.



(signature)



HPI Architecture (print name, date)



Scott A. Walker, CTS-D, LEED AP
President, Waveguide LLC

Agenda Item (VI-B-6-d)

Meeting	9/17/2018 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-d)
Subject	Agreement for Professional Services with Facilities Planning and Consulting Services, Inc. (FPCS)
College/District	District
Funding	Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve the professional services agreement with Facilities Planning and Consulting Services, Inc. for \$199,050 for 2018-2021 fiscal years, and authorize the Vice Chancellor of Business and Finance to approve and sign the agreement.

Background Narrative:

In April 2018, the Board of Trustees approved a three year professional services agreement with Facilities Planning and Consulting Services, Inc. in an amount not to exceed \$55,000 to provide facilities related consulting services. The full amount has been expended and the agreement has been terminated.

Attached for the Boards review and consideration is a new agreement with Facilities Planning and Consulting Services, Inc. (FPCS) to consult and assist District staff in the preparation of the Five Year Capital Construction Plan and to make recommendations for potential future projects as directed by the District; assist the District in the creation of the annual Space Inventory; assist the District in the creation of the Five Year Scheduled Maintenance Plan, Scheduled Maintenance Project Funding Proposals (PFP's) and Hazardous Substance PFP's; conduct training for District personnel and attend District planning meetings as requested by the District. These services include assisting the District with any and all other construction compliance requirements of the California State Chancellor's Office.

At this time, staff requests approval of a Professional Services agreement with Facilities Planning and Consulting Services, Inc. (FPCS) in an amount of \$199,050, including \$6,000 for reimbursable expenses. Attached for the Board's review and consideration is the agreement and Exhibit I.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services
Bart Doering, Facilities Development Director

Attachments:

[09172018_FCPS, Inc. Agreement](#)

AGREEMENT BETWEEN

RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

FACILITIES PLANNING AND CONSULTING SERVICES, INC.

THIS AGREEMENT is made and entered into on the 1st day of October, 2018, by and between FACILITIES PLANNING AND CONSULTING SERVICES, INC. hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Exhibit I will primarily be conducted at Consultant's office(s), and on site at Riverside Community College District, Moreno Valley College, Norco College and Riverside City College.
3. The services rendered by the Consultant are subject to review by the Vice Chancellor, Business and Financial Services or his designee.
4. The term of this agreement shall be from October 1, 2018, to the estimated completion date of June 30, 2021, with the provision that the Vice Chancellor, Business and Financial Services may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement will be for \$193,050, with a \$6,000 reimbursable expense, totaling the agreement to \$199,050. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Vice Chancellor, Business and Financial Services, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Exhibit I, have been satisfactorily completed, as determined by the Vice Chancellor, Business and Financial Services.
6. All data prepared by Consultant hereunder specific only to this project, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use

which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified and defended against any damages resulting from such use. In the event the Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall make the request in writing through the office of the Vice Chancellor, Business and Financial Services, who will obtain approval from the Board of Trustees before releasing the information requested.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based upon any adjudicated negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such actual negligence, recklessness or willful misconduct and only in proportion thereto. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such actual negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based upon any adjudicated negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such actual negligence, recklessness, or willful misconduct and only in proportion thereto. The obligations to indemnify and hold Consultant free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such actual negligent acts are fully and finally barred by the applicable statute of limitations.

10. Consultant shall procure and maintain insurance coverage as follows:

Comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract, in the amount of \$1,000,000 per person and \$3,000,000 per occurrence;

Workers' Compensation insurance in accordance with the laws of the State of California.

Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Contractor shall provide District with the required Certificate of Insurance within 10 days of signing this Agreement.

11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law. Contractor understands that harassment of any student or employee of Riverside Community College District with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law is strictly prohibited.
13. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District. Any and all local, state or federal taxes that would be associated with the payment under this Agreement is to be paid solely by Consultant.

14. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
15. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
16. This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Facilities Planning and Consulting
Services, Inc.

Riverside Community College District

Eric Mittlestead
CEO
352 Atwood Drive
Exeter, CA 93221

Aaron S. Brown
Vice Chancellor
Business and Financial Services

Date: _____

Date: _____

Exhibit I

PROPOSAL FOR CONSULTING SERVICES BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT AND FACILITIES PLANNING AND CONSULTING SERVICES, INC.

This Proposal for Consultant Services (“Proposal”) is submitted on this 20th day of August 2018 to RIVERSIDE COMMUNITY COLLEGE DISTRICT (“District”). The provisions of this Proposal are set forth herein.

1. Consultant Services. Consultant Services under the Proposal consist of the following services provided for the Riverside Community College District:

- a. The Consultant will assist the District in the creation of the annual Space Inventory as requested by the District. It is assumed that this take will take 80 hours per year.
- b. Consultant will assist the District in the creation of the Five Year Scheduled Maintenance Plan, Scheduled Maintenance Project Funding Proposals (PFP’s) and Hazardous Substance PFP’s as requested and directed by District. It is assumed that this take will take 80 hours per year.
- c. On an as needed basis, Consultant will consult and assist the District in the preparation of the Five-Year Capital Construction Plan and make recommendations for potential future projects as directed by District. It is assumed that this take will take 100 hours per year.
- d. Consultant will create new or update existing Initial Project Proposals (IPP’s) as requested by the District. It is assumed that this task will take 50 hours per year.
- e. Consultant will conduct training for District personnel and attend planning meetings as requested by the District. It is assumed that this take will take 40 hours per year.
- f. Consultant will also assist with any and all other construction compliance requirements of the California State Chancellors Office as directed and requested by the District. It is assumed that this task will take 40 hours per year.

2. Fees. The Fees for Consultant Services shall be computed on the basis of the following:

Fees for planning and consulting services provided on or off district property will be at **\$165** per hour. This agreement shall not exceed **\$193,050** without prior written authorization from the District.

3. Allowable Reimbursable Expenses

Reimbursable expenses will be billed at Consultant’s cost. Reimbursable items include, but are not limited to travel expenses, hotel expenses, printing costs, mailing/shipping, presentation materials and postage.