

CITIZENS' BOND OVERSIGHT COMMITTEE

Riverside Community College District

July 10, 2025 – 3pm

District Office, Conference Room 309

3801 Market Street, Riverside, California 92501

ORDER OF BUSINESS

Pledge of Allegiance

Public access to the in-person meeting will begin 30 minutes prior to the start of the meeting. In order to encourage public participation to the greatest extent possible, a continued virtual link will be provided via live streaming [Riverside Community College District's YouTube Channel](#).

Submission of Public Comments

1. Anyone who wishes to make a presentation to the CBOC on an agenda item in person is requested to complete a "REQUEST TO ADDRESS THE CBOC" card, available from the Executive Administrative Assistant. However, the CBOC Chair will invite comments on specific agenda items during the meeting before final votes are taken. Please make sure that the CBOC Chair has the correct spelling of your name and address to maintain proper records. Comments should be limited to five (5) minutes or less. (This time limit will be doubled for members of the public utilizing a translator to ensure the non-English speaker receives the same opportunity to directly address the CBOC, unless simultaneous translation equipment is used.)
2. Members of the public also join the meeting virtually through Zoom to directly voice their comments to the CBOC. Complete the [virtual comments request form](#) to speak. A link to join the meeting will be automatically be sent to you.
3. Written public comments may be sent to CBOC@rccd.edu, which will be read during the public comment portion of the meeting. Submissions by email must be received prior to 3pm the day of the meeting to be included.

Anyone who requires a disability-related modification or accommodation to participate in any meeting should contact the Vice Chancellor, Institutional Advancement and Economic Development office at 951.203.3639 and speak to an Executive Administrative Assistant as far in advance of the meeting as possible.

I. CALL TO ORDER

II. COMMENTS FROM THE PUBLIC

CBOC invites comments from the public regarding any matters within the jurisdiction of the Committee. Due to the Ralph M. Brown Act, the Committee cannot address or respond to comments made under Public Comment.

III. APPROVAL OF MINUTES

- a. Minutes from May 8, 2025

Recommended Action: Approval

IV. CBOC OVERVIEW TRAINING FROM STRADLING YOCCA CARLSON & RAUTH LLP

- a. Brown Act Basics
- b. The Resolution Ordering Measure CC

- c. The Second Amended and Restated Bylaws
Information Only

V. **MEASURE CC DISTRIBUTION**

- a. Update from Vice Chancellor, Business and Financial Services
Information Only

VI. **MEASURE C/CC FINANCIAL UPDATE**

- b. Measure C – Project Commitments Summary Report as of June 30, 2025
Information Only
- c. Capital Program Executive Summary (CPES) Report May to June 2025
Information Only
- d. Measure CC – Project Commitments Summary Report as of June 30, 2025
Information Only

VII. **MEASURE C/CC PROJECTS UPDATE**

- a. Board Reports Using Measure C/CC Funding as of June 17, 2025
Information Only
- b. Measure C/CC Project Summary Status Updates as of July 10, 2025
Information Only

VIII. **BUSINESS FROM COMMITTEE MEMBERS**

- a. Other Business
Discussion Only

IX. **ADJOURN**

CITIZENS' BOND OVERSIGHT COMMITTEE

Riverside Community College District

May 8, 2025 – 3pm

District Office

Conference Room 309

3801 Market Street, Riverside, California 92501

COMMITTEE MEMBERS PRESENT

Monica Delgadillo (Participated Virtually)

Jordan Graves

Don Kindred

Sheryl Plumley

Patricia Reynolds, Vice Chair

Michael Vahl, Chair

Jordan Wright

DISTRICT EMPLOYEES PRESENT

Aaron Brown, Vice Chancellor (VC), Business and Financial Services

Rebecca Goldware, VC, Institutional Advancement & Economic Development

Hussain Agah, Associate Vice Chancellor (AVC), Facilities Planning & Development

John Geraghty, Controller

Misty Griffin, Director, Business Services

Mark Knight, Information Architect (Participated Virtually)

Renee Vigil, Executive Administrative Assistant

Stephen Ashby, Multi-Media Operator Specialist (Participated Virtually)

CALL TO ORDER

Meeting called to order at 3:01pm by member Reynolds and the pledge of allegiance was taken.

WELCOME AND INTRODUCE MEMBERS

CBOC members were welcomed and introduced.

CHAIR AND VICE CHAIR VOTE FOR 2025

Member Reynolds nominated member Vahl as chair and member Wright seconded (5 ayes).

Member Plumley nominated member Reynolds as vice chair and member Wright seconded (5 ayes).

PUBLIC COMMENTS

No public comments received.

MEASURE C/CC OVERVIEW

VC Brown led an introduction on Measure C/CC and introduced the Business and Financial Services team that support the CBOC. Member Delgadillo joined at 3:11pm via phone and chair Vahl joined in person at 3:14pm. VC Goldware read the remote allowance script. Chair Vahl inquired about the Wheelock stadium.

APPROVAL OF MINUTES FROM OCTOBER 10, 2024

Vice chair Reynolds motioned and member Graves seconded to accept the Minutes from Oct. 10, 2024 (5 ayes; 2 abstentions).

MEASURE C FINANCIAL UPDATE - PROJECT COMMITMENTS SUMMARY REPORT AS OF APRIL 30, 2025

VC Brown requested the agenda be reordered for this section for the future meetings. Director Misty Griffin presented the Measure C Project Commitments Summary report. The report's highlighted sections reflect financial transaction changes as of Apr. 30, 2025. The highlighted sections highlight financial transaction changes since the last CBOC meeting. The cash on hand has been reduced to \$3.45M due to the expenditures related to the Student Services Welcome Center at Moreno Valley College (MVC) plus some smaller other payments going out for staffing. The completed projects increased by \$5.7M due to two projects being moved from in-progress to completed projects. The in-progress projects decreased to \$2.6M and there have been two projects added to the list from MVC. The contingency has increased about \$60K due to the interest rate. The highlighted items are due to one scheduled maintenance match from one group to another and the projects at MVC.

CAPITAL PROGRAM EXECUTIVE SUMMARY (CPES) REPORT OCTOBER 2024 TO APRIL 2025

The CPES Report was presented by Director Griffin and reflects budgetary changes between Oct. and Apr. There was an increase of \$1.1M due to the income distribution and closing out of work projects. The report highlights change to the non-Measure C budget due to the projects at MVC. VC Brown provided feedback regarding the CPES Report.

MEASURE CC – PROJECT COMMITMENTS SUMMARY REPORT AS OF APRIL 30, 2025

Director Griffin presented the Measure CC Project Commitments Summary report. The report's highlighted sections reflect financial transaction changes as of Apr. 30, 2025. The highlighted sections highlight financial transaction changes since the last CBOC meeting. \$954M was approved for Measure CC and the cash on hand is \$183M. There is no budget information available as the information will be included for the adopted budget in September. VC Brown shared that the Board Reports will go before the Board of Trustees (BOT) in Aug. with the allocated projects and budget.

BOARD REPORTS USING MEASURE C/CC FUNDING AS OF APRIL 15, 2025

AVC Agah presented the BOT reports. The BOT Dec. 2024 report recommended approval of the MVC Organic Chemistry Laboratory project and approve the project budget of \$3,911,600. The BOT Feb. 2025 report recommended approval of construction management services agreement with C.W. Driver in the total amount of \$1,303,715. The BOT Mar. 2025 report recommended approval of the Construction Management Services Agreement with Kitchell/CEM, Inc. for the total amount of \$312,952. The BOT Apr. 2025 report recommended approval of Resolution No. 80-24/25 for the General Contractors Prequalification Package for the Norco College (NC) Center for Human Performance & Kinesiology project. The BOT Apr. 2025 report recommended approval of the general contractors' prequalification list for the NC Center for Human Performance & Kinesiology Project, RFQ No. 25-24/25-4.

MEASURE C/CC PROJECT SUMMARY STATUS UPDATES AS OF MAY 8, 2025

The Project Summary Updates report was presented by AVC Agah. The MVC Student Service Welcome Center project was substantially completed on Apr. 7, 2025 and is now occupied by college stakeholders. The MVC Organic Chemistry Lab project adds a new organic chemistry

lab to the Science & Technology building. The renovation includes: 1) converting Humanities Classroom 323 to Anatomy Laboratory and relocating Anatomy Lab 207 from Science & Technology to Humanities Classroom 323, and 2) converting Science & Technology 207 for a new Organic Chemistry Laboratory. Project was approved by the BOT in Dec. 2024 and will open by fall 2025. The NC Center for Human Performance & Kinesiology is a state-funded project, approved in FY 21–22 pending a local contribution, is now in the procurement phase following the passage of Measure CC. The project is targeting a bid award in Jun. 2025 and start construction in Jul. 2025.

BUSINESS FROM COMMITTEE MEMBERS - DISCUSS 2025-2030 CBOC MEETING SCHEDULE

VC Goldware shared that traditionally the CBOC has meet quarterly and VC Brown suggested to continue to meet in Oct. It was motioned for the CBOC to meet in Jan., Apr., Jul. and Oct. on the second Thursday at 3pm annually by member Kindred and seconded by member Plumley (7 ayes).

BUSINESS FROM COMMITTEE MEMBERS - CBOC SITE UPDATE

VC Goldware shared about CBOC correspondence from CBOC@rccd.edu the CBOC website and the resources available on the site.

BUSINESS FROM COMMITTEE MEMBERS - BROWN ACT TRAINING

VC Goldware will inquire with the bond counsel to provide an update for the members roles and responsibilities. VC Goldware will ask RCCD legal counsel to provide an overview about the Brown Act.

ADJOURN

The CBOC meeting adjourned at 3:59pm.

BROWN ACT BASICS

THE BIG QUESTION

- **What does the Brown Act do?**

The Brown Act requires that all meetings of public agencies take place in public after sufficient notice has been given to the public of the matters to be discussed at the meeting.

The purpose is to facilitate public participation in local government decisions and curb misuse of the democratic process by secret legislation by public bodies

THAT DOESN'T SEEM SO HARD

- Unfortunately , the simple answer to the big question ends up raising a number of smaller questions, each of which has a more complicated answer.
 - What is a “public agency”?
 - What is a “meeting”?
 - What does it mean to meet “in public”?
 - What happens if a public agency does not meet in public?

WHAT IS A PUBLIC AGENCY?

- Public agencies include:
 - Governing bodies of local agencies (e.g. City/County Councils, School/CCD Boards, Public Utility Boards, etc.);
AND
 - Sub-Committees of governing bodies that:
 - Include a majority of governing board members, OR
 - Are standing committees with a specific purpose, or are created by formal action of the body.
- The Board of Trustees approved bylaws for the CBOC which state that the CBOC is deemed to be subject to the Brown Act
- Education Code Section 15280(b): meetings of the CBOC “shall be open to the public and notice to the public shall be provided in the same manner as the proceedings of the governing board of the district.”

WHAT IS A MEETING?

- Any gathering of a majority of the members of the Public Agency to hear, discuss, and/or deliberate on any item of business within the subject matter jurisdiction of the body.
- “Gatherings” do not have to happen in person.
 - Conference calls
 - Group e-mails
 - Serial Meetings (more later)

WHAT IS NOT A MEETING?

If a majority of the CBOC does not discuss CBOC business, there is no “meeting” when a majority of members attend:

- Conferences and similar gatherings which are open to the public.
- Open and public meetings held by another person or organization.
- Open and noticed meetings of another legislative body.
 - So a majority of you can attend meetings of the Board of Trustees so long as you are not talking about CBOC business.
- Purely social or ceremonial occasions.
 - So you do not need to run away from each other at the supermarket (unless you really want to).

SERIAL MEETINGS

- In addition to prohibiting gatherings of a majority of the CBOC to discuss business, the Brown Act also limits how CBOC members can interact one-on-one.
 - Communications with less than a quorum of other Board members on a topic are permissible.
 - Using a series of such communications to circumvent the Brown Act is not.
- Separate conversations or communications outside of a meeting with members of a legislative body are OK if the person does not communicate to the other members of the CBOC the comments or positions of any other member of the respective committee.

BEST PRACTICES TO AVOID SERIAL MEETINGS

- If an e-mail concerns an issue that needs the District's attention, consider sending it to the District representative instead of another CBOC member. That minimizes the risk of e-mail chains.
- Scrupulously avoid the "reply-all" button.
- Do not ask staff if they know how other members feel about a given issue. Even though staff are not part of the agency for Brown Act purposes, if staff conveys the position of other members, it is a violation of the Act.

WHAT DOES IT MEAN TO MEET IN “PUBLIC”?

- Notice must be given of the time, and agenda of issues to be discussed at a meeting (72 hours for regular meeting, 24 hours for special meeting).
- CBOC may not take action on non-agendized items in the absence of an emergency.
- Location must be accessible to the public.
- Teleconferences are permitted (more on that below).

WHAT DOES IT MEAN TO MEET IN “PUBLIC”? (CONTINUED)

- Public must be given the opportunity to comment.
 - General comments on any item within the jurisdiction of the CBOC.
 - Additional comments on each agenda item.
- While the Board of Trustees recesses into “closed session” to discuss litigation, land acquisition or personal matters, all of the CBOC business should be discussed in public. No need for closed sessions.

MEETING IN PUBLIC VS. MEETING WITH THE PUBLIC

While the public must be given the opportunity to comment, they do not have the right to have their questions answered then and there.

- The Brown Act requires that any “meeting” of a majority of CBOC members be accessible to and viewable by the public.
- The Brown Act does not require the agency to allow the public to derail or control the discussion during a meeting. You are meeting, not them.

TELECONFERENCE ATTENDANCE

Remote Attendance at Meetings (Gov. Code 54953)

- Traditional (pre-Pandemic) Rules
 - Teleconferencing permitted if:
 - Applicable to ALL teleconference meetings:
 - All votes taken by rollcall.
 - Meeting is conducted in a manner protective of statutory and constitutional rights of the public to appear before the Board.
 - Notice provided per Gov. Code 54950 et seq.
 - Members of the public allowed to access the meeting and agenda provides opportunity for public comment.

AND

- Agenda is posted at ALL teleconference locations per Gov. Code 54950 et seq.
- ALL teleconference locations are identified on the agenda for the meeting.
- ALL teleconference locations are accessible to the public.
- A quorum of the Board participates from locations within the agency's boundaries.

TELECONFERENCE ATTENDANCE (CONTINUED)

Remote Attendance at Meetings (Gov. Code 54953)

- Post-Pandemic Rules (Effective until 1/1/26)
 - Teleconferencing permitted if:
 - Teleconferencing rules are followed (rollcall votes, protection of public participation, noticed and agendaized).

AND EITHER

- **Just Cause** (caregiving, contagious illness, physical or mental disability, or travel on behalf of the Committee)
 - may be used twice per calendar year per member.

OR

- **Emergency Circumstances** approved by the Committee (physical or family medical emergency that prevents attendance in person)
 - may **not** be used for more than:
 - » three consecutive months;
 - » 20% of the regular meetings within a calendar year; or
 - » two meetings if the Board meets fewer than 10 times per calendar year.

TELECONFERENCE ATTENDANCE (CONTINUED)

Remote Attendance at Meetings (Gov. Code 54953)

Post-Pandemic Rules (Effective until 1/1/26) - Continued

REQUIREMENTS

- A quorum of the Committee must participate **in person** from a singular physical location identified on the agenda that is open to the public and within the agency's boundaries.
- Access must be provided to the public by one of:
 - Two-way audiovisual platform; or
 - Two-way telephonic service and live webcasting of the meeting.
- Means of public access must be included on the agenda.
- If there is a disruption in the broadcast, no action can be taken until public access is restored.
- Opportunity for real time public comment is given.

TELECONFERENCE ATTENDANCE (CONTINUED)

Remote Attendance at Meetings (Gov. Code 54953)

Post-Pandemic Rules (Effective until 1/1/26) - Continued

REQUIREMENTS - Continued

- General description of the Just Cause or Emergency Circumstances must be provided (does not require disclosure of personal medical information).
- Notice must be given at the earliest opportunity.
 - If not known in time to include on the agenda, must be added per Gov. Code 54954.2(b)(4).
- Must participate through BOTH audio and visual technology.
- Member must disclose before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location and the general nature of the member's relationship with such individuals.

ENFORCEMENT

- Invalidation of actions taken in violation of the Act.
- Court order forbidding the agency from violating the Act again.
 - This means that if there were future violations, the member(s) at issue would be violating not just the Act, but a court order, leaving themselves open to civil contempt charges.
- Misdemeanor criminal charges.
 - For intentional violations only; this is very rare.

TAKE AWAYS

1. All CBOC meetings should take place in public at properly noticed meetings. No closed sessions.
2. Discussion of topics of interest to the CBOC should be limited to those topics on the published agenda. Therefore, be sure you get topics to the chair or District staff so that items can be placed on the agenda.
3. No serial meetings.

(A1)

\$205,000,000
RIVERSIDE COMMUNITY COLLEGE DISTRICT
(Riverside County, California)
Election of 2024 General Obligation Bonds, Series 2025A

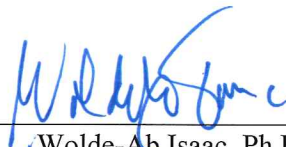
CERTIFICATE REGARDING RESOLUTION NO. 01-24/25 OF THE DISTRICT

I, Wolde-Ab Isaac, Ph.D., Chancellor and Secretary to the Board of Trustees of the Riverside Community College District (the "District"), hereby certify that the attached Resolution No. 01-24/25 adopted by the Board of Trustees on August 6, 2024, entitled "Resolution of the Board of Trustees of Riverside Community College District Ordering an Election, and Establishing Specifications of the Election Order," and minutes are full, true and correct copies of the resolution and minutes made and entered by the Board of Trustees of the District on August 6, 2024 as the same appear of record and on file in the District's office and that, as of the date hereof, such Resolution was duly adopted at a meeting of the Board of Trustees, duly noticed during which a quorum was present and acting throughout, and has not been modified, amended, rescinded or revoked and is in full force and effect as of the date hereof.

Dated: February 20, 2025

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: _____



Wolde-Ab Isaac, Ph.D.
Chancellor and
Secretary to the Board of Trustees

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD RESOLUTION NO. 01-24/25**

**RESOLUTION OF THE BOARD OF TRUSTEES OF RIVERSIDE COMMUNITY COLLEGE
DISTRICT ORDERING AN ELECTION, AND ESTABLISHING SPECIFICATIONS OF THE
ELECTION ORDER**

WHEREAS, the Board of Trustees (the “Board”) of the Riverside Community College District (the “District”) has determined that certain educational facilities need to be constructed, renovated, acquired and equipped, in a fiscally prudent manner, to enable the District to maintain each of Moreno Valley College, Norco College, and Riverside City College (together, the “Colleges”) as valuable community resources that provide an affordable high-quality education to local students who desire to learn job skills and transfer to four-year universities; and

WHEREAS, the cost to attend California’s public universities is now six times more than our local community colleges, and the District seeks to address urgent basic and future repair needs so current and future generations of students have access to modern, safe learning environments; and

WHEREAS, many of the buildings, classrooms, science labs, and job training equipment in the District are deteriorating and outdated and require urgent, basic and future repair needs to maintain compliance with earthquake safety, disability access and safety regulations by removing asbestos, mold and lead paint, upgrading outdated electrical wiring and gas and sewer lines, and fixing leaky roofs; and

WHEREAS, coupled with the repair of old buildings is the need to provide safe drinking water to students and staff at the Colleges and to ensure that our campuses are safe; and

WHEREAS, since the Colleges train a large number of the nurses, firefighters, police officers and paramedics in our area this proposed measure will help improve and repair training facilities, classrooms and labs to address the local shortage of nurses and public safety personnel and ensure they are trained on the latest life-saving technology and techniques, and for future public health and natural disaster emergencies; and

WHEREAS, since affordable higher education focused on high-demand, good-paying careers is one of the best ways for people to lift themselves up out of poverty, this proposed measure will help provide cleaner, safer, healthier and more up-to-date community colleges, retain and attract quality educators and provide 21st century learning so the people of our community have access to the tools they need to be successful in life; and

WHEREAS, the Board recognizes the importance of also preparing students for the skilled trades and therefore has developed a plan to build the Inland Empire Technical Trade Center to train students for the skilled trades; and

WHEREAS, the State does not provide the District with enough money for it to adequately maintain each of the Colleges’ educational facilities and academic programs nor allow the Colleges to meet the commitments described above; and

WHEREAS, the Board has received information regarding the feasibility of a local bond measure and the District's bonding capacity; and

WHEREAS, a local measure will provide funds that cannot be taken away by the State to support local job training and facilitate transfer to four-year universities; and

WHEREAS, a local measure will help make Moreno Valley College, Norco College and Riverside City College safer for students, faculty, staff and community members who use the campuses by improving security cameras and lighting, upgrading campus safety for emergencies such as an active shooter, installing emergency communication systems, and ensuring all college buildings meet current standards for earthquake and fire safety; and

WHEREAS, this measure will upgrade IT systems, equipment, classrooms and career training facilities to keep pace with current industry standards and technology to ensure that Moreno Valley College, Norco College, and Riverside City College classrooms and training facilities have the up-to-date learning technology that students need to be prepared for careers in science, technology, engineering, math and computer science; and

WHEREAS, such a local measure will include mandatory taxpayer protections, including independent citizens' oversight of all funds, and mandatory annual financial audits to ensure funds are spent only as authorized, and public disclosure of how funds are actually spent; and

WHEREAS, the Board and District have solicited stakeholder and community input on priorities from students, faculty, staff, business and civic leaders, and the community; and

WHEREAS, the Board has approved the Moreno Valley College Comprehensive Master Plans, the Norco College Facilities Master Plan and the Riverside City College Facilities Master Plan each of which evaluated the educational and facility objectives and needs of each college and which have informed recommendations for how to best serve the students and communities of our local colleges; and

WHEREAS, in the judgment of the Board, it is advisable to provide additional funding for job training and workforce preparation for local students and veterans of all ages and local residents and to improve facilities for course opportunities in technical vocational careers and for transfer to four-year universities, by means of a general obligation bond issued in a financially prudent manner; and

WHEREAS, over the years the District has been financially prudent and a good steward of taxpayer dollars securing over \$58,000,000 in property owner savings through several bond refinancings and by maintaining a strong credit rating; and

WHEREAS, these savings have lowered property tax bills for District residents; and

WHEREAS, on November 7, 2000, the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act ("Proposition 39") which reduced the voter threshold for *ad valorem* property tax levies used to pay for debt service on bonded indebtedness to 55% of the votes cast on a community college district general obligation bond; and

WHEREAS, concurrent with the passage of Proposition 39, Chapter 1.5, Part 10, Division 1, Title 1 (commencing with Section 15264) of the Education Code (the “Act”) became operative and established requirements associated with the implementation of Proposition 39; and

WHEREAS, the Board desires to make certain findings herein to be applicable to this election order and to establish certain performance audits, standards of financial accountability and citizen oversight which are contained in Proposition 39 and the Act; and

WHEREAS, the Board determines that, in accordance with Opinion No. 04-110 of the Attorney General of the State of California, the restrictions in Proposition 39, which prohibit any bond money to be used for administrator salaries and other operating expenses of the District shall be strictly monitored by the District’s Citizens’ Oversight Committee; and

WHEREAS, pursuant to Education Code Section 15270, based upon a projection of assessed property valuation, the Board has determined that, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not exceed the Proposition 39 limits per year per \$100,000 of assessed valuation of taxable property; and

WHEREAS, Elections Code (the “Elections Code”) Section 9400 *et seq.* requires that a tax rate statement be contained in all official materials, including any ballot pamphlet prepared, sponsored or distributed by the District, relating to the election; and

WHEREAS, the Board now desires to authorize the filing of a tax rate statement and ballot argument in favor of the proposition to be submitted to the voters at the election; and

WHEREAS, pursuant to the Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on November 5, 2024, and to request the Riverside County Registrar of Voters to perform certain election services for the District; and

WHEREAS, in the judgment of the Board, it is advisable to request the Riverside County Registrar of Voters to call an election pursuant to Proposition 39 on the question of whether general obligation bonds shall be issued and sold on behalf of the District for purposes set forth below.

NOW THEREFORE, THE BOARD OF TRUSTEES OF RIVERSIDE COMMUNITY COLLEGE DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the Board, pursuant to Education Code Sections 15100 *et seq.*, Sections 15264 *et seq.* and Government Code Section 53506, hereby requests the Riverside County Registrar of Voters to call an election under the provisions of Proposition 39 and the Act and submit to the electors of the District the question of whether bonds of the District in the aggregate principal amount of \$954,000,000 (the “Bonds”) shall be issued and sold to raise money for the purposes described in Exhibits “A” and “B” hereto. Both exhibits are directed to be printed in the voter sample ballot pamphlet. The District’s Chancellor, or the Chancellor’s designee, is hereby authorized and directed to make any changes to the text of the measure, or to the abbreviated form of the measure, as may be convenient or necessary to comply with the intent of this Resolution, the requirements of election officials, and requirements of law.

Section 2. That the date of the election shall be November 5, 2024.

Section 3. That the purpose of the election shall be for the voters in the District to vote on a proposition, a copy of which is attached hereto and marked Exhibit "A" and incorporated by reference herein, containing the question of whether the District shall issue the Bonds to pay for improvements to the extent permitted by such proposition. In compliance with Proposition 39 and the Act, the ballot proposition in Exhibit "A" is subject to the following requirements and determinations:

(a) that the proceeds of the sale of the Bonds shall only be used for the purposes set forth in the ballot measure and not for any other purpose, including faculty and administrator salaries and other college operating expenses;

(b) that the Board, in compliance with Proposition 39, and in establishing the projects set forth in Exhibit "B", evaluated student safety, university transfer, enrollment trends, class size reduction, class availability, information technology and the career technical job training facilities of the District;

(c) that the Board will cause to be conducted an annual, independent performance audit to ensure that the Bond moneys get expended for the types of projects identified in Exhibits "A" and "B" hereto;

(d) that the Board will cause an annual, independent financial audit of the proceeds from the sale of Bonds to be conducted until all of the Bond proceeds have been expended and accounted for;

(e) that the Board will cause the appointment of a Citizens' Oversight Committee in compliance with Education Code Section 15278 no later than 60 days after the Board enters the election results in its minutes pursuant to Education Code Section 15274. The Citizens' Oversight Committee shall initially consist of at least seven (7) members and at no time consist of less than seven (7) members, with the possible exception of any brief periods to fill unexpected vacancies. The Citizens' Oversight Committee may not include any employee or official of the District, any member of the Board, or any vendor, contractor or consultant of the District. The Citizens' Oversight Committee shall include all of the following:

(i) One (1) member who is active in a business organization representing the business community located within the District;

(ii) One (1) member who is active in a senior citizens' organization;

(iii) One (1) member who is active in a bona fide taxpayer association;

(iv) One (1) member shall be a student who is both currently enrolled in the District and active in a community college group, such as student government. The community college student member may, at the discretion of the Board, serve up to six months after such person's graduation;

(v) One (1) member shall be active in the support and organization of the District, such as a member of an advisory council or foundation.

(f) In furtherance of its specifically enumerated purposes, the Citizens' Oversight Committee may engage in any of the following activities relating solely and exclusively to the expenditure of the Proposition 39 bond proceeds:

(i) Receive and review copies of the annual, independent financial and performance audits performed by independent consultant(s);

(ii) Inspect District facilities and grounds to ensure that Proposition 39 bond revenues are expended in compliance with applicable law;

(iii) Receive and review copies of all scheduled maintenance proposals or plans developed by the District;

(iv) Review efforts of the District to maximize Proposition 39 bond revenues by implementing cost-saving programs; and

(v) Receive responses to any finding, recommendations and concerns addressed in the audits described in (i) above, within three months of receiving such audits.

(g) that the tax levy authorized to secure the bonds of this election shall not exceed the Proposition 39 limits per \$100,000 of taxable property in the District when assessed valuation is projected by the District to increase in accordance with Article XIII A of the California Constitution.

Section 4. That the authority for ordering the election is contained in Education Code Sections 15100 *et seq.*, 15340 *et seq.*, 15264 *et seq.* and Government Code Section 53506 and Elections Code 5322.

Section 5. That the authority for the specifications of this election order is contained in Education Code Section 5322. In connection with ordering the election pursuant to the provisions hereof, the District has obtained reasonable and informed projections of assessed property valuations that take into consideration projections of assessed property valuations made by the Riverside County assessor that are available to the District.

Section 6. That the Riverside County Registrar of Voters and the Riverside County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 5, 2024 within the District, and pursuant to Elections Code Section 10403, the District acknowledges that the consolidation election will be held and conducted in the manner described in Election Code Section 10418.

Section 7. That this Resolution shall stand as the "order of election" to the Riverside County Registrar of Voters to call an election within the boundaries of the District on November 5, 2024.

Section 8. That the Secretary of the Board is hereby directed to send a certified copy of this Resolution to the Riverside County Registrar of Voters no later than August 9, 2024.

Section 9. That the bonds shall be issued pursuant to Education Code Section 15264 *et seq.* or issued pursuant to Government Code Section 53506. The maximum rate of interest on any bond shall not exceed the maximum rate allowed by Education Code Sections 15140 to 15143, as modified by Government Code Section 53531.

Section 10. That the Board requests the governing body of any such other political subdivision, or any officer otherwise authorized by law, to partially or completely consolidate such election and to further provide that the canvass be made by any body or official authorized by law to canvass the returns of the election, and that the Board consents to such consolidation. The Board further authorizes the submission of a tax rate statement and primary and rebuttal arguments, as appropriate, to be filed with the Riverside County Registrar of Voters by the established deadlines

Section 11. Pursuant to Education Code Section 5303 and Elections Code Section 10002, the Riverside County Board of Supervisors is requested to permit the Registrar of Voters to render all services specified by Elections Code Section 10418, for which services the District agrees to reimburse Riverside County for such services to include the publication of a Formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Elections Code Section 9401) pursuant to the terms of Education Code Section 5363 and Elections Code Section 12112.

ADOPTED, SIGNED AND APPROVED this 6th day of August, 2024.

BOARD OF TRUSTEES OF THE RIVERSIDE
COMMUNITY COLLEGE DISTRICT

By _____

Board President

Attest:

Mary Figueroa
Secretary

STATE OF CALIFORNIA)
)ss
RIVERSIDE COUNTY)

I, Mary Figueroa, do hereby certify that the foregoing is a true and correct copy of Resolution No. 01-24/25 which was duly adopted by the Board of Trustees of the Riverside Community College District at meeting thereof held on the 6th day of August, 2024, and that it was so adopted by the following vote:

AYES: 5

NOES: 0

ABSENT: 0

ABSTENTIONS: 0

By Mary Figueroa
Secretary

EXHIBIT A

“RIVERSIDE COMMUNITY COLLEGE DISTRICT CAREER PREPARATION, AFFORDABLE HIGHER EDUCATION MEASURE. To repair/upgrade local community colleges, improve access to affordable higher education for careers/skilled trades/ university transfer; provide safe drinking water; meet earthquake, disability access and safety regulations; upgrade security; acquire, construct, repair facilities, sites, equipment; shall Riverside Community College District’s measure be adopted, authorizing \$954,000,000 in bonds at legal rates, levying \$19 per \$100,000 of assessed valuation (\$57,000,000 annually while bonds are outstanding), with oversight, audits/ spending disclosure?”

Bonds - Yes

Bonds – No

EXHIBIT B
FULL TEXT BALLOT PROPOSITION
RIVERSIDE COMMUNITY COLLEGE CAREER PREPARATION, AFFORDABLE HIGHER
EDUCATION MEASURE
ELECTION NOVEMBER 5, 2024

“RIVERSIDE COMMUNITY COLLEGE DISTRICT CAREER PREPARATION, AFFORDABLE HIGHER EDUCATION MEASURE. To repair/upgrade local community colleges, improve access to affordable higher education for careers/skilled trades/ university transfer; provide safe drinking water; meet earthquake, disability access and safety regulations; upgrade security; acquire, construct, repair facilities, sites, equipment; shall Riverside Community College District’s measure be adopted, authorizing \$954,000,000 in bonds at legal rates, levying \$19 per \$100,000 of assessed valuation (\$57,000,000 annually while bonds are outstanding), with oversight, audits/ spending disclosure?”

SPECIFIC PROJECT LIST

The Board of Trustees of the Riverside Community College District, to be responsive to the needs of its community, evaluated Moreno Valley College’s, Norco College’s, and Riverside City College’s continuing urgent and critical facility needs, and its capacity to provide local students with an affordable education and prepare them for success in college and careers. **Job training, college transfer** and veterans’ support facilities, **campus safety** issues, class size and offerings, and information and computer technology were each considered, in developing the type of projects to be funded. In developing the types of projects described herein, job training facilities, facilities supporting college transfer and career training classrooms and labs, and the expansion of **opportunities for local students** and veterans to receive an **affordable, high-quality education**, were **prioritized**. If these facility needs are not addressed now, each of Moreno Valley, Norco and Riverside City Colleges would be unable to remain competitive in preparing students for jobs in high demand industries, the **skilled trades** and **transfer to four-year colleges and universities**.

The Board of Trustees determines that the Riverside Community College District must:

- (i) **Prepare students for good jobs and careers;**
- (ii) **Improve access to affordable education;**
- (iii) **Provide safe drinking water and upgrade safety and security;**
- (iv) **Upgrade classrooms and labs for science, technology, engineering, job training and training in the skilled trades;**
- (v) **Make basic repairs to older buildings;**
- (vi) **Ensure each local College campus receives their fair share of funding from this measure.**

The types of projects which are authorized to be undertaken at Riverside Community College District include:

PROVIDE AFFORDABLE JOB TRAINING AND COLLEGE TRANSFER:
Classroom, Technology, and Program Improvements To Help Local Students, and Veterans
Transfer to Four-Year Universities;
Be Trained For Careers Including the Skilled Trades, Nursing and First Responders

Goals and Purposes:

Many of the buildings, classrooms, science labs, and job training equipment at the local community colleges are deteriorating and outdated. This measure will address urgent, basic and future repair needs such as removing asbestos, mold and lead paint; upgrading outdated electrical wiring and gas and sewer lines; fixing leaky roofs; and improving earthquake safety to make sure all students learn in classrooms that are clean and safe.

This measure will allow for local community colleges to expand and improve classrooms and workspaces and develop the Inland Empire Technical Trade Center to prepare our students for careers in skilled trades such as welders; electricians; and heating, ventilation, and air conditioning technicians. This will ensure our students are qualified for these in-demand, good-paying jobs and provide the workforce our area needs.

Our local community colleges train a large number of the nurses, firefighters, police officers and paramedics in our area. This measure will help improve and repair training facilities, classrooms and labs to address the local shortage of nurses and public safety personnel and ensure they are trained on the latest life-saving technology and techniques, and for future public health and natural disaster emergencies.

- Upgrade emergency-response equipment used to train local first-responders.
- Upgrade and equip classrooms and labs for training nurses and other healthcare professionals.
- Expand Riverside City College's nursing training program and partnerships with local universities and hospitals.
- Expand training in science, technology, engineering, arts, and math at Moreno Valley College and Norco College so local students do not have to travel to other colleges.
- Expand training facilities for firefighters, paramedics, police officers and the skilled trades.
- Upgrade classrooms and labs for science, technology, engineering, job training, vocational and skilled jobs training.
- Upgrade and expanding career technical education facilities.
- Update learning technology.
- Improve educational resources, as well as career and academic counseling resource centers for veterans.

**PROVIDE LOCAL STUDENTS A HIGH-QUALITY AFFORDABLE EDUCATION
IN A SAFE ENVIRONMENT:**

**Basic Improvements Needed To Allow Moreno Valley College, Norco College, and Riverside
City College
to Provide Job Training and Vocational
Programs That Are Needed To Prepare Students For Good-Paying Local Jobs**

Goals and Purposes: The cost to attend California's public universities has risen to at least six times that of attending a community college. This measure increases opportunities for local students to earn college credits and certifications, and learn job skills at an affordable price, and then transfer to four-year colleges and universities without generating crushing debt.

Tens of thousands of local residents rely on Riverside Community College District's colleges each year to get the job training, technical knowledge and specialized skills they need to compete for good-paying, modern careers. This measure will allow our local community colleges to upgrade career programs and partnerships with local employers, so students are prepared for our region's changing economy and today's in-demand careers in nursing and healthcare, police, firefighting, skilled trades, social work, teaching, technology, engineering and more.

- Ensure college buildings continue to meet earthquake and fire safety regulations.
- **Repair leaky roofs and deteriorating gas and sewer lines.**
- Upgrade campus safety for emergencies such as active shooters.
- Remove asbestos and lead paint.
- **Provide safe drinking water.**
- Increase safety lighting on campus and in parking lots.
- Repair bathrooms, plumbing, and aging water pipes and drinking fountains.
- Repair and upgrading deteriorating classrooms.
- Improve accessibility for disabled students.
- Improve emergency communications systems.
- Replace outdated electrical wiring.
- **Upgrade and equip classrooms and labs for training for the skilled trades and for technical careers like heating, ventilation, and air conditioning, carpentry and dental.**
- Develop the Inland Empire Technical Trade Center focused on skilled trades apprenticeships, internships, and on-the-job work based training.
- Develop the Corona Education Center for educational, technical and workforce training.

The listed projects will be completed as needed. Each project is assumed to include its share of furniture, equipment, architectural, engineering, and similar planning costs, program/project management, inspection services, staff training expenses, a customary contingency, and costs associated with the Total Cost of Ownership of facilities and equipment. In addition to the listed types of projects stated above, the types of authorized projects of the measure also include the acquisition of a variety of instructional, maintenance and operational equipment, including interim funding incurred to advance fund projects and the refinancing of outstanding lease obligations, payment of the costs of preparation of all facility planning, fiscal reporting, feasibility studies, due diligence, inspection and assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, project management information systems, permit fees, inspection services, and temporary housing of dislocated college activities caused by construction projects. In addition to the projects listed above, repair, renovation and construction projects may include, but not be limited to, some or all of the following: renovate student and staff restrooms; replace aging electrical and plumbing systems; replace and upgrade stormwater and sewer systems; replace and upgrade underground chilled water lines for campus heating and cooling systems; repair and replace heating, ventilation and air conditioning systems; install building management and energy management systems; upgrade of facilities for energy efficiencies and decarbonization programs, including, as an example, the installation of solar panels or arrays, electric charging stations, chiller replacements, heat pumps and furnaces; repair and replace worn-out and leaky roofs, windows, walls doors and drinking fountains and broken or cracked concrete or asphalt; replace or remove outdated buildings and classrooms and construct new classrooms and support buildings; upgrade wiring and electrical systems to safely accommodate computers, technology and other electrical devices and needs; upgrade facilities to meet current environmental sustainability, State compliance standards and earthquake safety; repair and replace fire alarms, fire safety equipment, emergency communications and security systems, closed circuit television and card access security doors systems; upgrade, resurface, replacing or relocate hard courts, fields, turf and irrigation systems; replace turf and running track systems on athletic fields; upgrade classrooms; build new or renovate existing facilities such as science buildings, advanced technology buildings, wellness/allied health facilities, early childhood education center, business and technical support facilities, cosmetology building, emergency operations center, career and technical education buildings, child development center, student services and welcome centers, bookstore, dining, food services, parking structures and lots; plan, acquire, construct, and/or contribute to the development of employee and student housing units; build new or upgrade sports fields, gymnasiums, athletics complex/stadium, pools, volleyball and tennis courts, and other athletic facilities; upgrade, resurface and recondition existing parking lots, roads and sidewalks; construct or upgrade on-site and off-site roads and roadways and related off-site improvements; improve vehicular access and circulation; improve drop-off zones; repair, upgrade and install interior and exterior lighting systems; upgrade and expand the Ben Clark Public Safety Training Center, replace water lines and valves and sewer lines; construct, upgrade, acquire or expand, multi-use classrooms and labs, swing space, veterans and student/learning resources centers, student libraries, planetarium, outdoor classrooms/performance space, fine/ theater and visual arts, music and performing arts facilities, greenhouse, kinesiology buildings, police facilities, field lights, bleachers, grandstands, press box, track replacement, collaborative office suites and administrative offices, purchasing, warehouse and maintenance facilities, and public safety facilities; improve water conservation and energy efficiency; acquire land; replace existing window systems with energy-efficient systems to reduce costs; improve insulation, weatherproofing and roofs to reduce costs; improve access for the disabled; install and repair fire safety equipment, including alarms, smoke detectors, sprinklers, emergency lighting, and fire safety doors; replace broken concrete walks, deteriorated asphalt; replace/upgrade existing signage to reflect better wayfinding, bells and clocks; replace, modernize and upgrade existing elevator systems; demolition of unsafe or outdated facilities;

install or upgrade new security systems, such as security (surveillance) cameras, burglar alarms, handrails, outdoor lighting, fencing, landscaping, gates, gateways and classroom key cards/door locks; replace sewer lines and improve drainage systems to prevent flooding; abate, remove, remediate existing above and below ground hazardous materials; replace, upgrade, construct, map and improve underground utilities infrastructure and above ground utilities structures; upgrade roadway and pedestrian paths and pathways and bridges for improved safety and access for emergency vehicles, site parking, utilities and grounds. Current priority projects at the three colleges include, at Moreno Valley College, the construction of a library and learning resource center, a bookstore and food services facility, a biological and physical sciences (STEM) facility, a kinesiology and athletics complex, a fine and performing arts complex, campus safety and operation center, and a parking structure, the reconstruction of a humanities building, and a science and technology facility; at Norco College, the construction of a center for human performance and kinesiology, a library and learning resource center and student services, STEM buildings, a student services welcome center and a parking structure, the reconstruction of the applied technology education center/information technology, student center, science and technology facility, library and humanities, and the Corona Education Center for educational, technical, and workforce training; and at Riverside City College the construction of a cosmetology building, an advanced technology building, visual and performing arts complex, a kinesiology facility, a stadium improvements and a facilities complex and the reconstruction of MLK and planetarium building and Bradshaw building; at Ben Clark Training Center, the construction of School of Public Safety Phase II; at Inland Empire Trade Technical Center, the construction of the new educational, work-based learning and technical training facilities. These priorities may change over the years and other similar projects of the types described may be funded along with or in lieu of those priority projects described.

The upgrading of technology infrastructure includes, but is not limited to, upgrading classroom technology, expanding wireless internet access throughout each college campus, acquire portable interface devices, servers, switches, routers, modules, sound projection systems, information systems, printers, digital white boards, upgrade voice-over-IP, communication systems, audio/visual and telecommunications systems, call manager and network security/firewall, Internet connectivity, wireless systems, technology infrastructure, and other miscellaneous IT and instructional equipment, DATA storage, fiber/copper infrastructure, phones, identity access cards and the construction and installation of a data center in the cloud for District's enterprise systems, such as resource planning, websites, domain name systems, cloud applications and information security, as well as the necessary software and licenses associated therewith.

The allocation of bond proceeds may be affected by the final costs of each project. Some projects may be undertaken as joint use or public/private partnership projects in cooperation with other local public, non-profit agencies or other entities. The budget for each project is an estimate and may be affected by factors beyond the District's control. The final cost of each project or decisions will be determined as plans and construction documents are finalized, construction bids are received, construction contracts are awarded and projects are completed. Based on the final budgets of projects or on the then current priorities of the District, certain of the projects described above may be delayed or may not be undertaken. Demolition of existing facilities and reconstruction of facilities scheduled for repair and upgrade may occur, if the Board determines that such an approach would be more cost-effective in creating more enhanced and operationally efficient campuses. Necessary site preparation/restoration, including the acquisition and installation of temporary facilities (swing space) may occur in connection with new construction, renovation or remodeling, or installation or removal of relocatable classrooms, including ingress and egress, removing, replacing, or installing traffic signals, sewer, irrigation, utility lines, trees and landscaping, relocating fire access roads, widening roads, and acquiring any necessary easements, licenses, or rights of way to the

property. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to bond projects. Bond proceeds shall only be expended for the types of projects and purposes identified herein. The District shall create an account into which proceeds of the bonds shall be deposited and comply with the reporting requirements of Government Code Section 53410.

NO ADMINISTRATOR SALARIES. PROCEEDS FROM THE SALE OF THE BONDS AUTHORIZED BY THIS PROPOSITION SHALL BE USED ONLY FOR THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, REHABILITATION, OR REPLACEMENT OF SCHOOL FACILITIES, INCLUDING THE FURNISHING AND EQUIPPING OF SCHOOL FACILITIES, AND NOT FOR ANY OTHER PURPOSE, INCLUDING TEACHER AND COLLEGE ADMINISTRATOR SALARIES, PENSIONS AND OTHER OPERATING EXPENSES.

FINANCIAL ACCOUNTABILITY. THE EXPENDITURE OF BOND MONEY ON THESE PROJECTS IS SUBJECT TO STRINGENT FINANCIAL ACCOUNTABILITY REQUIREMENTS. BY LAW, PERFORMANCE AND FINANCIAL AUDITS WILL BE PERFORMED ANNUALLY, AND ALL BOND EXPENDITURES WILL BE MONITORED BY AN INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE TO ENSURE THAT FUNDS ARE SPENT AS PROMISED AND SPECIFIED. THE CITIZENS' OVERSIGHT COMMITTEE MUST INCLUDE, AMONG OTHERS, REPRESENTATION OF A BONA FIDE TAXPAYERS ASSOCIATION, A BUSINESS ORGANIZATION AND A SENIOR CITIZENS ORGANIZATION. NO DISTRICT EMPLOYEES OR VENDORS ARE ALLOWED TO SERVE ON THE CITIZENS' OVERSIGHT COMMITTEE.

MINUTES OF THE BOARD OF TRUSTEES REGULAR
AND COMMITTEE MEETINGS OF THE PLANNING, EFFECTIVENESS AND GOVERNANCE,
TEACHING AND LEARNING, ADVANCEMENT AND PARTNERSHIP,
RESOURCES AND EQUITY COMMITTEES
OF AUGUST 6, 2024

President Alcala called the Board of Trustees meeting to order at 6:10 p.m. in the District Office, Board Room, 3801 Market Street, Riverside, California.

CALL TO ORDER

Trustees Present

Mr. Jose Alcala, President
Ms. Virginia Blumenthal, Vice President (departed at 10:06pm)
Ms. Mary Figueroa, Secretary
Dr. Keri Then, Board Member
Mr. Bill Hedrick, Board Member
Mr. Jose Maya, Student Trustee

Staff Present

Dr. Wolde-Ab Isaac, Chancellor
Dr. Eric Bishop, Interim Vice Chancellor, Educational Services and Strategic Planning
Mr. Aaron Brown, Vice Chancellor, Business and Financial Services
Ms. Rebecca Goldware, Vice Chancellor, Institutional Advancement and Economic Development
Dr. FeRita Carter, Interim President, Moreno Valley College
Dr. Monica Green, President, Norco College
Dr. Claire Oliveros, President, Riverside City College
Mr. Keith Dobyns, General Counsel

Guests Present

Dr. Shawna BuShell, Dean, Educational Services & Distance Learning
Mr. Steven Butler, Interim Dean, Institutional Research and Strategic Planning
Mr. Darren Conkerite, Business Owner, Back 2 the Grind Coffee Shop

Student Trustee Maya led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

CHANCELLOR'S COMMUNICATION

Chancellor Isaac commented on the history, primary goals and needs of Riverside Community College District and gave a presentation on item II.B. See attached list of guests who spoke as part of the presentation. The Board received public comments on item II.B. from Pete Serbantes, Jason Hunter, Kevin Dawson, Albert Duarte, Robert Ramos and a written public comment from Roy Bleckert.

Blumenthal/Figueroa moved that the Board of Trustees approve Resolution No. 01-24/25: Resolution of the Board of Trustees of the Riverside Community College District Ordering an Election, and Specifications of the Election Order. Then/Hedrick moved to amend the proposed motion to change Projects heading to Specific Project List on Exhibit B, page B-1. Motion to amend carried (5-0).

Resolution No. 01-24/25:
Resolution of the Board of Trustees
of the Riverside Community
College District Ordering an
Election, and Specifications of the
Election Order

Motion as amended carried (5-0).

The Board adjourned at 9:15 p.m. and reconvened at 9:22 p.m.

Jason Hunter and Kevin Dawson made public comments.

COMMENTS FROM THE
PUBLIC

Committee Chair Then convened the meeting at 9:30 p.m.
Committee members in attendance: Academic Senate
Representatives: Mr. Esteban Navas, Moreno Valley
College, and Ms. Kimberly Bell, District/Norco College;
and CSEA Representative: Mr. Victor Bolanos.

TEACHING & LEARNING
COMMITTEE

Dr. BuShell, Mr. Butler and Mr. Conkerite presented
RCCD Distance Education Report for 2023-2024: Where
Data Meets Need to the Board of Trustees. Discussion
followed.

RCCD Distance Education Report
for 2023-2024: Where Data Meets
Need

The committee adjourned the meeting at 9:53 p.m.

Adjourned.

Committee Chair Alcala convened the meeting at 9:53 p.m.
Committee members in attendance: Academic Senate
Representatives: Mr. Esteban Navas, Moreno Valley
College, and Ms. Kimberly Bell, District/Norco College;
and CSEA Representative: Mr. Victor Bolanos.

ADVANCEMENT & PARTNERSHIP
COMMITTEE

Ms. Goldware presented the Inland Empire Technical
Trade Center Educational Plan Update to the Board of
Trustees. Discussion followed.

Inland Empire Technical Trade
Center Educational Plan Update

Ms. Goldware presented Workforce and Economic
Development Annual Update to the Board of Trustees.
Discussion followed.

Workforce and Economic
Development Annual Update

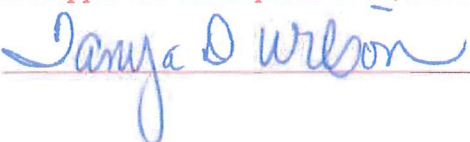
The Committee adjourned the meeting at 10:13 p.m.

Adjourned.

The Board adjourned the meeting at 10:13 p.m.

ADJOURNMENT

Official Minutes Approved on: September 17, 2024

Certified By: 

No.	Name	Title
1	Michael Vargas	Mayor, Perris
2	Kevin Bash	Mayor Norco
3	Tom Richins	Mayor, Corona
4	Ulises Cabrera - WRITTEN COMMENT	Mayor, Moreno Valley
5	Jose Medina	Community Member
6	Dr. Gina Boster	Corona-Norco Unified School District, Superintendent Cabinet
7	Brandy Clark	Moreno Valley Unified School District, Board President
8	Dr. Alejandro Ruvalcaba	Moreno Valley Unified School District, Superintendent
9	Ruth Self-Williams	Moreno Valley Unified School District, Board Vice President
10	Jack Clark	AALRR, Attorney
11	Dr. Gordon Amerson	Val Verde Unified School District, Superintendent
12	Lizeth Vega	AUSD Board of Education, Trustee; NC President's Advisory Board and on behalf of Riverside City Councilmembers
13	Isabella Engles	Riverside City Council, Ward 7 intern
14	Jacque Casillas	Corona, Council Member
15	Wes Speake	Corona, Council Member
16	Katherine Aleman	Corona-Norco Unified School District
17	Bill Weiser	Fire Chief, Riverside County
18	Michael Moore	Fire Chief, Riverside
19	Jeremy Shumaker	AMR Regional, Manager
20	Dr. Paulette Brown-Hinds	Voice Media Ventures, CEO; The James Irvine Foundation, Board Member
21	Bobby Spiegel	Corona Chamber of Commerce, CEO/President
22	Jamil Dada - WRITTEN COMMENT	Provident Bank, Vice President; RUHF, Board Chair
23	Scott Hernandez	Latino Network
24	Omar Cobian	Western States Southwest Regional Council of Carpenters
25	Paloma Montes	Inland Empire Labor Council
26	Dr. Rhonda Taube	RCCDFA/CCA/CTA/NEA, President
27	Evelyn Gonzales	On behalf of Dr. Casandra Greene, CSEA President, Chapter 535
28	Rich Erickson	Realtor
29	Rachel Hemond	Acorn Technology Services
30	Gigi Mindreau-Banks	Creative Solutions Marketing & Printing, Owner
31	Dr. Albert Randall	NC President's Advisory Board, RCCD Foundation Board, Rotary
32	Jessica McFarland	Regional Director of Recruiting - Empire Region
33	Rob Mason	Leading Edge, Business Leader and Faculty
34	Julio Gonzalez	Director, Early College High School Program, MVC
35	Dilraj Grewal	ASNC Vice President, Campus Relations
36	Yusuf Jilani	ASNC President
37	Samia Irfan	Norco College alumna
38	Joanne Solis	ASRCC, President
39	AnnaKaren Carbajal	ASRCC, Vice President
40	Alondra Avalencia	Alumni Transfer and CTE Graduate

41	Alysha Taylor	MVC Student Body President, ASMVC
42	Grace Lowry	MVC Student Body Vice President, ASMVC
43	Jose Orozco	Norco College Alumnus
44	Carlos Rios	Norco College Student
45	Chris Antony	Norco College Student
46	Harsha Antony	Norco College Student
47	Hitha Antony	Norco College Student
48	Jesus Andrade Robles	Norco College Student
49	Nervana Nawwar	Norco College Student
50	Micki Clowney	TRIO Programs, Director & MVC Alum
51	Calvin Gloria	California MAP Initiative, Program Manager
52	Dr. Kristine Di Memmo	Vice President, Business Services, RCC
53	Tony Ruiz	Safety, Coordinator, MVC
54	Ron Kirkpatrick	Facilities, Director, MVC

INDEPENDENT CITIZENS' BOND OVERSIGHT COMMITTEE SECOND AMENDED AND RESTATED BYLAWS

Section 1. Committee Established. The Riverside Community College District (the "District") was successful at the election conducted on March 2, 2004 (the "2004 Election"), in obtaining authorization from the District's voters to issue up to \$350,000,000 aggregate principal amount of the District's general obligation bonds ("Measure C"). The District was also successful at the election conducted on November 5, 2024 (the "2024 Election", and together with the 2004 Election, the "Elections"), in obtaining authorization from the District's voters to issue up to \$954,000,000 aggregate principal amount of the District's general obligation bonds ("Measure CC"). Measure C and Measure CC are hereinafter referred to as the "Measures". The Elections were conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 *et seq.* of the Education Code of the State ("Prop 39"). Pursuant to Section 15278 of the Education Code, the District is now obligated to establish an Independent Citizens' Bond Oversight Committee for Measure CC in order to satisfy the accountability requirements of Prop 39. The Board of Trustees of the Riverside Community College District (the "Board") has established an Independent Citizens' Bond Oversight Committee (the "Committee") which shall have the duties and rights set forth in these Bylaws. The Committee does not have independent legal capacity from the District.

Section 2. Purposes. The purposes of the Committee are set forth in Prop 39, and these Bylaws are specifically made subject to the applicable provisions of Prop 39 as to the duties and rights of the Committee. The Committee shall be deemed to be subject to the *Ralph M. Brown Public Meetings Act* of the State of California and shall conduct its meetings in accordance with the provisions thereof. The District shall provide necessary administrative support to the Committee as shall be consistent with the Committee's purposes, as set forth in Prop 39.

The proceeds of general obligation bonds issued pursuant to the Elections are hereinafter referred to as "bond proceeds." The Committee shall confine itself specifically to bond proceeds generated under the Measures. Regular and scheduled maintenance projects and all monies generated under other sources shall fall outside the scope of the Committee's review.

Section 3. Duties. To carry out its stated purposes, the Committee shall perform the duties set forth in Sections 3.1, 3.2 and 3.3 and shall refrain from those activities set forth in Sections 3.4 and 3.5:

3.1 **Inform the Public.** The Committee shall inform the public concerning the District's expenditure of bond proceeds. In fulfilling this duty, all official communications to either the Board or the public shall come from the Chair acting on behalf of the Committee. The Chair shall only release information that reflects the majority view of the Committee

3.2 **Review Expenditures.** The Committee shall review expenditure reports produced by the District to ensure that (a) bond proceeds were expended only for the purposes set forth in the respective Measures; and (b) no bond proceeds were used for any inappropriate teacher or administrative salaries or other operating expenses, in accordance with Attorney General Opinion 04-110 issued on November 9, 2004.

3.3 Annual Report. The Committee shall present to the Board, in public session, an annual written report which shall include the following:

- (i) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and
- (ii) A summary of the Committee's proceedings and activities for the preceding year.

3.4 Duties of the Board/Chancellor. Either the Board or the Chancellor, as the Board shall determine, shall have the following powers reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

- (i) Approval of construction contracts.
- (ii) Approval of construction change orders.
- (iii) Appropriation of construction funds.
- (iv) Handling of all legal matters.
- (v) Approval of construction plans and schedules.
- (vi) Approval of scheduled maintenance plans, and
- (vii) Approval of the sale of bonds.

3.5 Measure C and Measure CC Projects Only. In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds, the Board has not charged the Committee with responsibility for:

- (i) Projects financed through the State of California, developer fees, redevelopment tax increment, certificates of participation, lease/revenue bonds, the general fund or the sale of surplus property without bond proceeds shall be outside the authority of the Committee.
- (ii) The establishment of priorities and order of construction for the bond projects shall be made by the Board or the Chancellor.
- (iii) The selection of architects, engineers, soils engineers, construction managers, project managers, CEQA consultants and such other professional service firms as are required to complete the project based on District criteria established by the Board or the Chancellor.
- (iv) The approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction methods (modular vs. permanent) by the Board or the Chancellor and shall report to the Committee on any cost saving techniques considered or adopted by the Board.

(v) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the activities of the Committee.

(vi) The approval of an annual budget for the Committee that is sufficient to carry out the activities set forth in Prop 39 and included herein.

(vii) The appointment or reappointment of qualified applicants to serve on the Committee.

Section 4. Authorized Activities.

4.1 In order to perform the duties set forth in Section 3.0, the Committee may engage in the following authorized activities:

(i) Receive copies of the District's annual independent performance audit and annual independent financial audit, required by Prop. 39 (Article XIII A of the California Constitution) (together, the "Audits") at the same time said Audits are submitted to the District, and review the Audits.

(ii) Inspect District facilities and grounds for which bond proceeds have been or will be expended, in accordance with any access procedure established by the District's Chancellor.

(iii) Review copies of scheduled maintenance proposals or plans developed by the District.

(iv) Review efforts by the District to maximize bond proceeds by implementing various cost-saving measures.

(v) Receive from the Board, within three months of the District receiving the Audits, responses to any and all findings, recommendations, and concerns addressed in the Audits, and review said responses.

Section 5. Membership.

5.1 Number.

The Committee shall consist of a minimum of seven (7) members appointed by the Board of Trustees from a list of candidates submitting written applications, and based on criteria established by Prop 39, to wit:

- One (1) student enrolled and active in a community college support group, such as student government.
- One (1) member active in a business organization representing the business community located in the District.
- One (1) member active in a senior citizens' organization.
- One (1) member active in a bona-fide taxpayers association.

- One (1) member active in a support organization for the District, such as a foundation.
- Two (2) members of the community at-large.

5.2 Qualification Standards.

- (i) To be a qualified person, he or she must be at least 18 years of age.
- (ii) The Committee may not include any employee, official of the District or any vendor, contractor or consultant of the District.

5.3 Ethics: Conflicts of Interest. Members of the Committee are not subject to Articles 4 (commencing with Section 1090) and 4.7 (commencing with Section 1125) of Division 4 of Title 1 of the Government Code and the Political Reform Act (Gov. Code §§ 81000 et seq.), and are not required to complete the Form 700. However, each member shall comply with the Committee Ethics Policy attached as “Attachment A” to these Second Amended and Restated Bylaws.

5.4 Term. Except as otherwise provided herein, each member shall serve a term of two (2) years, commencing as of the later of the date of appointment by the Board or the date at which the Second Amended and Restated Bylaws are approved by the Board. No member may serve more than three (3) consecutive terms. At the Committee’s first meeting, members may draw lots to select a minimum of two members to serve for an initial one (1) year term and the remaining members for an initial two (2) year term. Members whose term has expired may continue to serve on the Committee until a successor has been appointed.

5.5 Appointment. Members of the Committee shall be appointed by the Board through the following process: (a) the District shall advertise for members in accordance with its customary practices, including through local newspapers and the District website; (b) appropriate local groups will be solicited for applications; (c) the Chancellor or his or her designee will review the applications; and (d) the Chancellor or his or her designee will make recommendations to the Board.

Notwithstanding the foregoing, Members of the Measure C Citizens’ Bond Oversight Committee (“Prior Committee”) may be appointed by resolution of the Board of Trustees of the District to the Committee and may serve for the terms set forth above, regardless of their period of service on the Prior Committee.

5.6 Removal; Vacancy. The Board may remove any Committee member for cause, including failure to attend two consecutive Committee meetings without reasonable excuse or for failure to comply with the Committee Ethics Policy. Upon a member's removal, his or her seat shall be declared vacant. The Board, in accordance with the established appointment process shall fill any vacancies on the Committee. The District shall seek to fill vacancies within 90 days.

5.7 Compensation. The Committee members shall not be compensated for their services.

5.8 Authority of Members. (a) Committee members shall not have the authority to direct staff of the District, (b) individual members of the Committee retain the right to address the Board, either on behalf of the Committee or as an individual; and (c) the Committee and its members shall

have the right to request and receive only copies of reports and records relating to Measure C projects which have been prepared for the Board and which have become a public record.

Section 6. Meetings of the Committee.

6.1 Regular Meetings. The Committee is required to meet at least once a year including an annual organizational meeting. Meetings will be scheduled to occur once per year.

(i) A special meeting may be called at any time by the committee chairperson in order to conduct business that was not completed, or cannot wait until a regularly scheduled quarterly meeting.

6.2 Location. All meetings shall be held within the jurisdiction of the Riverside Community College District, located in Riverside County, California.

6.3 Procedures. All meetings shall be open to the public in accordance with the *Ralph M. Brown Act*, Government Code Section 54950 *et seq.* Meetings shall be conducted according to such additional procedural rules as the Committee may adopt. A majority of the number of Committee members shall constitute a quorum for the transaction of any business.

Section 7. District Support.

7.1 The District shall provide to the Committee necessary technical and administrative assistance as follows:

(i) preparation of and posting of public notices as required by the *Brown Act*, ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the District Board;

(ii) provision of a meeting room, including any necessary audio/visual equipment;

(iii) preparation and copies of any documentary meeting materials, such as agendas and reports; and

(iv) retention of all Committee records, and providing public access to such records on an Internet website maintained by the District.

7.2 District staff and/or District consultants shall attend all Committee proceedings in order to report on the status of projects and the expenditures of bond proceeds.

7.3 No bond proceeds of Measure C or Measure CC may be made to provide District support of the Committee.

Section 8. Reports. In addition to the Annual Report required in Section 3.3, the Committee may report to the Board from time to time in order to advise the Board on the activities of the Committee. Such report shall be in writing and shall summarize the proceedings and activities conducted by the Committee.

Section 9. Officers. The Board, upon the recommendation of the Chancellor, shall appoint the initial Chair of the Committee to serve for one year as Chair. Thereafter, the Committee shall elect the Chair and a Vice-Chair who shall act as Chair only when the Chair is absent. No person shall serve as Chair for more than three consecutive years.

- (i) The term for the Chair and Vice-Chair shall be from January 1 – December 31
- (ii) Election for the Chair and Vice-Chair shall occur at the last scheduled meeting of the year, preceding the start of the new term.

Section 10. Amendment of Bylaws. Any amendment to these Bylaws shall be approved by a majority vote of the Board.

Section 11. Termination. The Committee shall automatically terminate and disband concurrently with the Committee's submission of its final Annual Report which reflects the final accounting of the expenditure of all of the proceeds of Measure C and Measure CC.

CITIZENS' BOND OVERSIGHT COMMITTEE ETHICS POLICY STATEMENT

This Ethics Policy Statement provides general guidelines for Committee members to follow in carrying out their roles. Not all ethical issues that Committee members face are covered in this Statement. However, this Statement captures some of the critical areas that help define ethical and professional conduct for Committee members. The provisions of this Statement were developed from existing laws, rules, policies and procedures as well as from concepts that define generally accepted good business practices. Committee members are expected to strictly adhere to the provisions of this Ethics Policy.

POLICY

- **CONFLICT OF INTEREST.** A Committee member shall not make or influence a District decision related to: (1) any contract funded by bond proceeds or (2) any construction project which will benefit the Committee member's outside employment, business, or a personal finance or benefit an immediate family member, such as a spouse, child or parent.
- **OUTSIDE EMPLOYMENT.** A Committee member shall not use his or her authority over a particular matter to negotiate future employment with any person or organization that relates to: (1) any contract funded by bond proceeds, or (2) any construction project. A Committee member shall not make or influence a District decision related to any construction project involving the interest of a person with whom the member has an agreement concerning current or future employment, or remuneration of any kind. For a period of two (2) years after leaving the Committee, a former Committee member may not represent any person or organization for compensation in connection with any matter pending before the District that, as a Committee member, he or she participated in personally and substantially. Specifically, for a period of two (2) years after leaving the Committee, a former Committee member and the companies and businesses for which the member works shall be prohibited from contracting with the District with respect to: (1) bidding on projects funded by the bond proceeds; and (2) any construction project.
- **COMMITMENT TO UPHOLD LAW.** A Committee member shall uphold the federal and California Constitutions, the laws and regulations of the United States and the State of California (particularly the Education Code) and all other applicable government entities, and the policies, procedures, rules and regulations of the Riverside Community College District;
- **COMMITMENT TO DISTRICT.** A Committee member shall place the interests of the District above any personal or business interest of the member.

Board of Trustees Regular Meeting (VIII.C)

Meeting	June 17, 2025
Agenda Item	Resources (VIII.C)
Subject	Resources Committee - 2024 Measure CC Distribution
College/District	District
Funding	Measure CC
Recommended Action	Recommend approving the 2024 Measure CC Distribution based on the current information provided.

Background Narrative:

With the passage of Measure CC on November 5, 2024, the community has made a significant investment in the future of public higher education in our District. This milestone reflects a strong vote of confidence in the District's mission and long-term vision to provide accessible, affordable, and high-quality education in the communities we serve.

While the District's total long-term capital need exceeds \$2.3 billion, the \$954 million secured through Measure CC - combined with over \$200 million in state funding - will position RCCD to make meaningful progress on many critical strategic priorities. Measure CC will serve as a catalyst for growth, equity, and innovation.

The process of determining the distribution of Measure CC was guided by principles of equity, project readiness, alignment with our facility master plans, and a commitment to fiscal responsibility.

The cost of constructing and modernizing educational facilities has risen sharply in recent years due to inflation, supply chain disruptions, and labor market pressures. In response, the District conducted a comprehensive reassessment of all capital facility project budgets.

The District engaged a professional cost estimator to evaluate market conditions and validate the scope and pricing of each capital project. The findings were then independently reviewed by two separate construction management firms to ensure accuracy, accountability, and alignment with industry standards.

This detailed cost validation process enabled the District to refine and prioritize capital facility investments by allowing the District to leverage Measure CC funds with state approved funding for FPP projects, including essential infrastructure upgrades, secondary effects, and the development of two new educational centers: the Inland Empire Technical Trade Center and the Corona Education Center, which are not eligible for state funding.

It is important to note that future economic conditions and unforeseen infrastructure challenges may impact final project costs. Full budget certainty will only be achieved upon completion of planning and design permits, and the receipt of competitive bids.

Measure CC funds have been distributed as follows; including any related secondary effects:

- Norco College Center for Human Performance & Kinesiology (FPP FY 2021-22)
- Norco College Library/Learning Resource Center and Student Services (FPP FY 2025-26)
- Corona Education Center
- Moreno Valley College Library/Learning Resource Center (FPP FY 2025-26)
- Moreno Valley College Biological and Physical Sciences Building
- Moreno Valley College Renovation of the Former Library
- Ben Clark Training Center Education Building 2-A (FPP FY 2025-26)
- Riverside City College Cosmetology (FPP FY 2025-26)
- Riverside City College Advanced Technology (FPP FY 2026-27)
- Inland Empire Technical Trade Center (IETTC)
- Measure CC Program Implementation

Prepared By: Wolde-Ab Isaac, Chancellor
 Aaron S. Brown, Vice Chancellor, Business and Financial Services
 Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development

Attachment(s):

[Measure CC Distribution](#)



RCCD

**RIVERSIDE COMMUNITY
COLLEGE DISTRICT**

MORENO VALLEY COLLEGE | NORCO COLLEGE | RIVERSIDE CITY COLLEGE

2024 Measure CC Distribution

Board Committee Meeting – June 17, 2025



Distribution Principles

Equitable Allocation

Needs-based assessment, service-level offering across the district

Priorities within the Facilities Master Plans

Enrollment/FTES, academic and workforce program demand

Project Readiness

State-approved priority projects

Expansion

New centers expansion to serve the community

Distribution Considerations

- ☐ **Five-Year Capital Construction Plan**
 - State-Funded Projects (FPP)
 - Locally Funded Projects
- ☐ **Inland Empire Technical Trade Center**
- ☐ **Corona Education Center**
- ☐ **Program Implementation**

Note: Project budgets were reassessed based on the **current construction market conditions** by engaging a professional cost estimator. The estimator's findings were subsequently reviewed and validated by two separate construction management firms engaged by RCCD.. This process included evaluating **non-state-supportable scope** elements and their associated **secondary effects**.

State-Funded Projects – In Millions

Project	Initial Budget	Revised Budget (A)	Secondary Effects (Locally Funded) (B)	Total Budget (C=A+B)	State Allocation (D)	Local Measure E = C-D
NC Center for Human Performance & Kinesiology	\$65.0	\$54.0	<ul style="list-style-type: none"> F2 Chiller Upgrade: \$4.5 CACT Relocation to STEM 100: Non- Measure CC (local) 	\$58.5	\$31.2	\$27.3
NC Library/Learning Resource Center (LLRC) + Student Services (SS)	\$82.8	\$107.1	<ul style="list-style-type: none"> Demolish Student Service and CRC/Swing Space for SS & CRC (During Construction): \$8.5 	\$115.6	\$34.4	\$81.2
MVC Library Learning Resource Center (LLRC)	\$106.3	\$119	<ul style="list-style-type: none"> Overflow Parking Upgrade: \$9.5 	\$128.5	\$44.4	\$84.1
BCTC Education Building 2-A	\$39.5	\$56.7	<ul style="list-style-type: none"> N/A 	\$56.7	\$16.3	\$40.4
RCC Cosmetology	\$48.8	\$57.6	<ul style="list-style-type: none"> Demo Old Cosmetology/Convert to Parking: \$8 	\$65.6	\$20.2	\$45.4
RCC Advanced Technology (ATEC)	\$177.3	\$202.9	<ul style="list-style-type: none"> Central Plant Infrastructure/Equipment: \$20 IT/TSS to MLK, Tech B to Bus. Ed, Demo Chavez/Tech A, AutoTech/Portable: \$21 	\$243.9	\$70.6	\$173.3
Total	\$519.7	\$597.3	\$71.5	\$668.8	\$217.1	\$451.7

+ \$77.6 ↑

New Centers & Locally Funded Projects – In Millions

☐ Locally Funded Projects @ MVC (\$131.5)

- STEM Project (Growth - 72,000 GSF) \$110
- Reconstruction of Library \$21.5

☐ Inland Empire Technical Trade Center (\$180)

- Enrollment target 400 FTES
- Site Development/Infrastructure & Two (2) CTE Buildings (93,000 GSF)

☐ Corona Education Center (\$160)

- Land Acquisition/Site Demolition
- Site Development/Infrastructure & STEM Building (72,000 GSF)

☐ Program Implementation (\$30.8)

- Long-Term Capital Facilities Plan (\$5)
- Measure CC Bond Program External Support & RCCD Personnel Cost (\$12)
- Program Contingency (\$13.8)

Funding Distribution Summary – In Millions

MVC	BCTC	NC	Corona	RCC	IETTC
\$215.6	\$40.4	\$108.5	\$160	\$218.7	\$180
<ul style="list-style-type: none">• LLRC (new)• STEM (new)• Library Reconstruction	<ul style="list-style-type: none">• BCTC 2-A (new)	<ul style="list-style-type: none">• CHP+K (new)• LLRC + SS (new)	<ul style="list-style-type: none">• STEM (new)	<ul style="list-style-type: none">• Cosmetology (new)• ATEC (new)	<ul style="list-style-type: none">• IETTC (new)
\$256		\$268.5		\$398.7	
\$923.5					
1.00		1.05		1.56	
Program Implementation			➡	\$30.8	
\$954M					

Districtwide Needs Assessment Overview

MVC	\$603
BCTC	\$55
NC	\$645
Corona	\$135
RCC	\$678
IETTC	\$180
	\$2,295

Note: All project budgets are expressed in millions and are based on initial high-level estimates.

Campus	Project	IPPs	FPP	Local	State Funded
NC	Center for Human Performance & Kinesiology	-	\$65	-	FY 2022-23
MVC	Library Learning Resource Center (LLRC)	-	\$106	-	FY 2025-26
NC	Library/Learning Resource Center (LLRC) + Student Services (SS)	-	\$83	-	FY 2025-26
RCC	Cosmetology	-	\$49	-	FY 2025-26
BCTC	Education Building 2-A	-	\$40	-	FY 2025-26
MVC	Biological & Physical Science (STEM) & STEM Expansion	-	\$100	-	FY 2026-27
NC	STEM Phase I	-	\$129	-	FY 2026-27
RCC	Advanced Technology	-	\$177	-	FY 2026-27
MVC	Kinesiology & Athletics	\$57	-	-	FY 2027-28
MVC	Fine & Performance Arts	\$48	-	-	FY 2027-28
NC	Social & Behavioral Science Ph. 1	\$36	-	-	FY 2027-28
NC	Welcome Center & Student Services	\$46	-	-	FY 2027-28
RCC	MLK Renovation	\$40	-	-	FY 2027-28
RCC	Visual Arts Complex 1	\$49	-	-	FY 2027-28
BCTC	Education Building 2-B	\$15	-	-	FY 2027-28
IETCC	Educational Facilities	-	-	\$180	-
Corona	Corona Center Educational Facilities	-	-	\$135	-
ALL	Colleges Infrastructure Upgrades (MVC \$20 M; NC \$20M; RCC \$30M)	-	-	\$70	-
ALL	Colleges Accessibility/Safety/Security (\$8.5M MV; NC \$8.5M; RCC \$13M)	-	-	\$30	-
ALL	Schedule Maintenance/IT/Accessibility/Sustainability (\$25M MVC; \$25M NC; \$50M RCC)	-	-	\$100	-
MVC	Bookstore & Food Services	-	-	\$29	-
MVC	Facilities Maintenance & Operation/Safety/Security	-	-	\$20	-
MVC	Reconstruction of Humanities & Science Tech	-	-	\$48	-
NC	Reconstruction of Applied/Industrial Tech, Humanities, Science Tech, Student Center	-	-	\$92	-
RCC	Performing Arts	-	-	\$97	-
RCC	Kinesiology and Athletics Complex	-	-	\$151	-
RCC	Facilities Maintenance & Operation	-	-	\$22	-
MVC/NC	Parking Structures (MVC \$75M; NC \$75M)	-	-	\$150	-
MVC	Affordable Student Housing	-	-	\$65	-
NC	Affordable Student Housing	-	-	\$65	-
Sub-Total By Category		\$292	\$749	\$1,255	-
Grand Total			\$2,295		



2024 Measure CC Distribution

Q & A

Board Committee Meeting – June 17, 2025

Riverside Community College District
Measure C - Project Commitments Summary
Series A, Series B, Series A Refunding, Series 2007 C, Series 2010 D, Series 2015 E, Series 2019 F
as of June 30, 2025 (Prior to Year End Close)

Measure C Authorization

Voter Approved Measure C Authorization - March 2004	\$	350,000,000
Issuances Series 2004 A through Series 2019 F		(350,000,000)

Remaining Measure C Authorization	\$	-
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<u>Measure C - Cash on Hand</u>	\$	1,953,081
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Proceeds/Income

Issuance Proceeds

Series 2004 A through Series 2019 F	\$	350,000,000
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Issuance Premiums

Series 2004 A through Series 2019 F		14,230,564
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Interest Income

FY 2004-2005 through FY 2024-2025		15,346,119
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Fair Market Value of Investments

FY 2020-2021 through FY 2023-2024		(87,145)
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Other Income

Energy Rebates - FY 2006-2007 through FY 2017-2018	\$	645,219	
Aquatics Project Donations		6,709,056	
Municipal Derivatives Settlement		2,816	
Self Generation incentive Program Funds (Fuel Cell)		404,441	
Total Other Income			7,761,532

Total Proceeds/Income	\$	387,251,069
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Project Commitments / Proposed Projects

Completed Projects	\$	348,776,302	
In-Progress Projects		36,262,819	
Program Reserve / Contingency		188,673	
Total Project Commitments			385,227,794

FY 2024-2025 Contingency Account	\$	2,023,275
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**Riverside Community College District
Measure C - Project Commitments Summary Combined
as of June 30, 2025 (Prior to Year End Close)**

Project	Project Funding Source								
	Board Approved Initial Measure C Project Budget	Subsequent Approved Budget Adjustments	Current Board Approved Measure C Project Budget	Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Project Budget	Estimated Project Budget	Actual Measure C Expenditures thru 06/30/25
Completed									
Certificates of Participation (1993 & 2001) - Refunding	\$ 12,492,085	\$ -	\$ 12,492,085	\$ -	\$ 12,492,085	\$ -	\$ 12,492,085		\$ 12,492,085
GO Bond Issuance Related Expenditures	1,751,434	3,616,242	5,367,676	-	5,367,676	-	5,367,676		\$ 5,367,676
Bridge Space - Riverside	1,162,367	12,765	1,175,132	-	1,175,132	-	1,175,132		\$ 1,175,132
Phone and Voicemail Upgrades - District Wide	349,000	-	349,000	-	349,000	-	349,000		\$ 349,000
Computer/Network/ System Upgrades - District Wide	33,384	968,668	1,002,052	-	1,002,052	-	1,002,052		\$ 1,002,052
MLK Renovation - Riverside	1,252,000	(241,386)	1,010,614	-	1,010,614	6,999,477 a	8,010,091		\$ 1,010,614
Room Renovations - Norco	100,019	-	100,019	-	100,019	-	100,019		\$ 100,019
Swing Space - Riverside	208,625	4,065,109	4,273,734	-	4,273,734	-	4,273,734		\$ 4,273,734
Wheelock PE Complex/Athletic Field - Riverside	4,760,000	(243,565)	4,516,435	-	4,516,435	-	4,516,435		\$ 4,516,435
Phase I - Parking Structure - Riverside	9,000	20,931,662	20,940,662	-	20,940,662	-	20,940,662		\$ 20,940,662
ECS Secondary Effects - Moreno Valley	19,000	267,227	286,227	-	286,227	-	286,227		\$ 286,227
RCCD System Office Purchase	2,534,429	95,552	2,629,981	-	2,629,981	-	2,629,981		\$ 2,629,981
Emergency Phone Project - District Wide	379,717	-	379,717	-	379,717	-	379,717		\$ 379,717
Lovekin Parking/Tennis Project - Riverside	4,475,000	(123,276)	4,351,724	-	4,351,724	-	4,351,724		\$ 4,351,724
Food Services "grab-n-go" Facility Project - Riverside	1,600,000	(1,518,628)	81,372	-	81,372	-	81,372		\$ 81,372
PBX Building - Riverside	500,000	(71,881)	428,119	-	428,119	-	428,119		\$ 428,119
Long Range Master Plan - District Wide	1,460,384	(21,307)	1,439,077	-	1,439,077	-	1,439,077		\$ 1,439,077
Hot Water Loop System & Boiler Repl. - Moreno Valley	50,000	819,848	869,848	-	869,848	-	869,848		\$ 869,848
Logic Domain - Capital Project Management System	96,000	228,035	324,035	-	324,035	59,660	383,695		\$ 312,172
Infrastructure Projects - District Wide	153,700	330,714	484,414	-	484,414	-	484,414		\$ 484,414
Utility Retrofit Project - District Wide	3,274,248	2,906,940	6,181,188	-	6,181,188	-	6,181,188		\$ 6,181,188
Stokoe Innovative Learning Center - Riverside	17,500	7,382,005	7,399,505	-	7,399,505	2,444,632 a	9,844,137		\$ 7,399,505
Bradshaw Building Electrical Project - Riverside	500,000	(133,647)	366,353	-	366,353	-	366,353		\$ 366,353
Food Services Remodel - Riverside	583,070	404,635	987,705	-	987,705	-	987,705		\$ 987,705
Food Services Remodel - Moreno Valley	1,956,615	692,991	2,649,606	-	2,649,606	28,000	2,677,606		\$ 2,649,606
Quad Modernization - Riverside	5,162,368	4,009,439	9,171,807	-	9,171,807	12,554,000 a	21,725,807		\$ 9,171,807
ECS Building Upgrade Project - Moreno Valley/Norco	625,327	(235,766)	389,561	-	389,561	-	389,561		\$ 389,561
Modular Redistribution Projects (All campuses and BCTC)	2,161,812	6,264,050	8,425,862	-	8,425,862	-	8,425,862		\$ 8,425,862
Industrial Technology Facility Project - Norco	10,147,826	(432,476)	9,715,350	-	9,715,350	18,990,000 a	28,705,350		\$ 9,715,350

Riverside Community College District
Measure C - Project Commitments Summary Combined
as of June 30, 2025 (Prior to Year End Close)

Project	Project Funding Source							
	Board Approved Initial Measure C Project Budget	Subsequent Approved Budget Adjustments	Current Board Approved Measure C Project Budget	Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure C Expenditures thru 06/30/25
Scheduled Maintenance - Historic - District Wide	322,000	1,081,045	1,403,045	-	1,403,045	2,515,182 s	3,918,227	\$ 1,403,045
Scheduled Maintenance - New - District Wide	840,000	1,812,532	2,652,532	-	2,652,532	313,550	2,966,082	\$ 2,652,532
Soccer Field / Artificial Turf - Norco	285,000	3,594,314 2	3,879,314	-	3,879,314	-	3,879,314	\$ 3,879,314
Safety and Site Improvement Project - Norco	1,700,000	(732,558) 2	967,442	-	967,442	-	967,442	\$ 967,442
Safety and Site Improvement Project - Moreno Valley	900,000	(180,173) 2	719,827	-	719,827	200,000	919,827	\$ 719,827
Administrative Move to Humanities Bldg - Moreno Valley	50,000	(24,010) 2	25,990	-	25,990	-	25,990	\$ 25,990
Center for Student Success - Norco	11,042,820	4,591,053 3 2	15,633,873	-	15,633,873	-	15,633,873	\$ 15,633,873
Aquatics Center - Riverside	5,000,000	5,874,233	10,874,233	-	10,874,233 d	-	10,874,233	\$ 10,874,233
Central Plant Boiler Replacement - Norco	50,700	111,147 1	161,847	-	161,847	-	161,847	\$ 161,847
Parking Structure Fall Deterrent - Riverside	20,300	(12,724) 2	7,576	-	7,576	-	7,576	\$ 7,576
Nursing Portables - Moreno Valley	1,300,694	(595,356) 2	705,338	-	705,338	-	705,338	\$ 705,338
Interim Parking Lease - Riverside	260,000	(82,977) 2	177,023	-	177,023	-	177,023	\$ 177,023
Technology Building A Remodel Project - Riverside	935,000	(923,625) 2	11,375	-	11,375	-	11,375	\$ 11,375
Learning Gateway Building - Moreno Valley	31,800,000	(26,815,739) 2	4,984,261	-	4,984,261	-	4,984,261	\$ 4,984,261
Black Box Theatre Remodel Project - Riverside	761,750	(750,795) 2	10,955	-	10,955	-	10,955	\$ 10,955
DSA Project Closures - District Wide	75,000	(67,710)	7,290	-	7,290	-	7,290	\$ 7,290
Quad Basement Remodel Project - Riverside	467,500	(114,559)	352,941	-	352,941	-	352,941	\$ 352,941
March Dental Education Center - Moreno Valley	500,000	9,377,088 1	9,877,088	-	9,877,088	-	9,877,088	\$ 9,877,088
PBX / NOC / M & O Facility - Norco	13,890,543	(2,613,533) 2	11,277,010	-	11,277,010	-	11,277,010	\$ 11,277,010
Secondary Effects Project - Norco	1,100,000	14,928,180 1	16,028,180	-	16,028,180	-	16,028,180	\$ 16,028,180
2010 IPP / FPP - District	350,000	(350,000) 3 2	-	-	-	-	-	\$ -
Nursing/Sciences Building - Riverside	35,336	16,311,867 2	16,347,203	-	16,347,203	45,439,400 a p	61,786,603	\$ 16,347,203
Utility Infrastructure Project - District Wide	500,000	5,732,049 3	6,232,049	-	6,232,049	-	6,232,049	\$ 6,232,049
Audio Visual Upgrade and Lighting Project - Moreno Valley	200,000	(65,543)	134,457	-	134,457	-	134,457	\$ 134,457
Emergency Phone Project - Moreno Valley	450,000	(108,418)	341,582	-	341,582	-	341,582	\$ 341,582
Mechanical Upgrade Project - Moreno Valley	875,000	(214,755)	660,245	-	660,245	-	660,245	\$ 660,245
Physicians Assistant Laboratory Remodel - Moreno Valley	120,000	(70,809)	49,191	-	49,191	-	49,191	\$ 49,191
Science Laboratories Remodel Project - Moreno Valley	500,000	(197,196)	302,804	-	302,804	-	302,804	\$ 302,804
Coil School for the Arts - Riverside	16,180,000	8,100,001	24,280,001	-	24,280,001	13,660,934 la r	37,940,935	\$ 25,736,077
Coil School for the Arts - Parking Structure - Riverside	1,456,076	-	1,456,076	-	1,456,076	3,151,924 r	4,608,000	\$ -

Riverside Community College District
Measure C - Project Commitments Summary Combined
as of June 30, 2025 (Prior to Year End Close)

Project	Project Funding Source								
	Estimated					Actual and Projected		Actual Measure C	
	Board Approved	Subsequent	Current Board	Additional	Total Estimated	State/Other	Total Estimated	Expenditures thru	
	Initial Measure C	Approved Budget	Approved Measure C	Measure C	Measure C	Funding	Project Budget	06/30/25	
Project Budget	Adjustments	Project Budget	Requirements	Project Budget					
Wheelock PE Complex Gymnasium Retrofit - Phase I & II - Riverside	194,546	13,010,336 ¹	13,204,882	-	13,204,882	9,165,000 ^{ap}	22,369,882	\$ 13,204,882	
Groundwater Monitoring Wells - Norco	100,000	111,149	211,149	-	211,149	16,696	227,845	\$ 211,149	
PBX / NOC / M & O Facility - Moreno Valley	3,024,082	(92,375)	2,931,707	-	2,931,707	-	2,931,707	\$ 2,931,707	
Student/Academic Services Facility Project - Moreno Valley	43,336	5,896,481	5,939,817	-	5,939,817	14,036,000 ^p	19,975,817	\$ 5,939,817	
Swing Space - Market Street Properties	484,500	252,803	737,303	-	737,303	-	737,303	\$ 737,303	
ADA Transition Plan - District Wide	481,780	5,564,382	6,046,162	-	6,046,162	42,869	6,089,031	\$ 6,046,162	
Cellular Repeater Booster System - Riverside	25,000	(6,121)	18,879	-	18,879	-	18,879	\$ 18,879	
Student Services Building - Riverside	31,858,000	(9,566,766) ³	22,291,234	-	22,291,234	-	22,291,234	\$ 22,291,234	
Electronic Contract Document Storage - District Wide	50,000	(50,000)	-	-	-	-	-	\$ -	
District Design Standards	35,000	310,032 ¹	345,032	-	345,032	-	345,032	\$ 345,031	
Culinary Arts / District Office Building - District	23,043,996	10,283,861 ³ ₁	33,327,857	-	33,327,857	1,624,757 ^r _h	34,952,614	\$ 33,327,857	
Master Plan Updates - District Wide	2,032,800	(24,463)	2,008,337	-	2,008,337	-	2,008,337	\$ 2,008,338	
Soccer Field Turf Replacement - Norco	250,324	-	250,324	-	250,324	257,324	507,648	\$ 250,324	
Greenhouse Building - Riverside	500,000	-	500,000	-	500,000	103,500	603,500	\$ 500,000	
Elevators Mod/Fire Alarm System Repair/Upgrade MV	651,789	327,304	979,093	-	979,093	257,682	1,236,775	\$ 979,093	
Ben Clark Training Center Corrections Platform - MV	680,000	(2,406)	677,594	-	677,594	2,635,456	3,313,050	\$ 677,594	
IT Upgrade (including audit) - District Wide	6,000,000	(103) ³	5,999,897	-	5,999,897	-	5,999,897	\$ 5,999,897	
Ben Clark Training Center Education Center Building - Moreno Valley	84,500	12,045,181	12,129,681	-	12,129,681	-	12,129,681	\$ 12,129,681	
Football Field and Running Track Renovation - Riverside	620,675	-	620,675	-	620,675	5,671,243	6,291,918	\$ 620,675	
Self-Generation Incentive Program - Norco	10,000	3,074,801	3,084,801	-	3,084,801	- ^t	3,084,801	\$ 3,084,801	
Alumni Carriage House Restoration Project	130,000	(7,730)	122,270	-	122,270	-	122,270	\$ 122,270	
Total Completed Projects	\$ 220,082,957	\$ 128,693,345	\$ 348,776,302	\$ -	\$ 348,776,302	\$ 140,167,286	\$ 488,943,588	\$ 348,764,439	
<u>In-Progress or Initial Phase</u>									
Life Science / Physical Science Reconstruction - Riverside	\$ 32,500	\$ 6,276,063	\$ 6,308,563	\$ -	\$ 6,308,563	\$ 32,336,437 ^p	\$ 38,645,000	\$ 6,301,060	
Feasibility / Planning / Management / Staffing	7,591,758	-	7,591,758	-	7,591,758	-	7,591,758	\$ 7,253,481	
Center for Human Performance - Norco	83,000	3,500	86,500	-	86,500	2,702,000 ^p	2,788,500	\$ 86,500	
Health Science Center - Moreno Valley	94,271	70,700	164,971	-	164,971	-	164,971	\$ 164,971	
Center for Human Performance - Moreno Valley	30,000	82,009	112,009	-	112,009	- ^p	112,009	\$ 112,009	
Cosmetology Building - Riverside	20,000	122,500	142,500	-	142,500	- ^p	142,500	\$ 142,500	
Library Learning Center - Moreno Valley	127,000	15,914	142,914	-	142,914	-	142,914	\$ 142,914	

Riverside Community College District
Measure C - Project Commitments Summary Combined
as of June 30, 2025 (Prior to Year End Close)

Project	Project Funding Source							
	Board Approved Initial Measure C Project Budget	Subsequent Approved Budget Adjustments	Current Board Approved Measure C Project Budget	Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure C Expenditures thru 06/30/25
Multimedia and Arts Center (MAC) - Norco	114,000	-	114,000	-	114,000	-	114,000	\$ 114,000
Organic Chemistry Lab - Moreno Valley	132,428	-	132,428	-	132,428	3,779,172	3,911,600	\$ -
Firewall Project - Districtwide	314,016	-	314,016	-	314,016	600,000	914,016	\$ 314,016
Student Services Welcome Center Project - Moreno Valley	11,000,000	10,153,160	21,153,160	-	21,153,160	1,200,000	22,353,160	\$ 20,907,789
Total In-Progress or Initial Phase Projects	\$ 19,538,973	\$ 16,723,846	\$ 36,262,819	\$ -	\$ 36,262,819	\$ 40,617,609	\$ 76,880,428	\$ 35,539,240
Program Reserve/Contingency								
Program Contingency - District Wide	10,000,000	(9,811,327) ³	188,673	-	-	-	-	-
Program Reserve - District Wide	24,000,000	(24,000,000) ³	-	-	-	-	-	-
Total Program Reserve/Contingency	\$ 34,000,000	\$ (33,811,327)	\$ 188,673	\$ -	\$ -	\$ -	\$ -	\$ -
Total Projects	\$ 273,621,930	\$ 111,605,864	\$ 385,227,794	\$ -	\$ 385,039,121	\$ 180,784,895	\$ 565,824,016	\$ 384,303,679
Five Year Capital Construction Plan								
Life Science / Physical Science Remodel - Riverside	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total 5 Yr Cap Constr Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
^a Actual State Construction Act Funding ^d Private donations ^{la} LaSierra Funding ^p Projected State Construction Act Funding ^r Redevelopment Funding ^s Actual State Scheduled Maintenance Funding Requiring District Match ^t SGIP Grant Incentives ^h Riverside Community Hospital								
¹ Change Order(s) / Scope Change / Additional Phases ² Project Budget Savings ³ Reallocated to Specific Project								

**Riverside Community College District
Measure C - Project Commitments Summary
as of June 30, 2025 (Prior to Year End Close)**

Project	Project Funding Source					
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure C Expenditures thru 06/30/25
<u>District Allocation</u>			<u>\$ 21,981,730</u>			
<u>Completed</u>						
Certificates of Participation (1993 & 2001) - Refunding	\$ 737,033	\$ -	\$ 737,033	\$ -	\$ 737,033	\$ 737,033
GO Bond Issuance Related Expenditures	316,693	-	316,693	-	316,693	\$ 316,693
Phone and Voicemail Upgrades - District Wide	20,589	-	20,589	-	20,589	\$ 20,589
Computer/Network/System Upgrades - District Wide	59,121	-	59,121	-	59,121	\$ 59,122
RCCD System Office Purchase	2,629,981	-	2,629,981	-	2,629,981	\$ 2,629,981
Emergency Phone Project - District Wide	10,000	-	10,000	-	10,000	\$ 10,000
Logic Domain - Capital Project Management System	19,118	-	19,118	3,520	22,638	\$ 18,418
Infrastructure Projects - District Wide	28,580	-	28,580	-	28,580	\$ 28,580
DSA Project Closures - District Wide	7,290	-	7,290	-	7,290	\$ 7,290
2010 IPP/FPP - District - 5.9%	-	-	-	-	-	\$ -
Swing Space - Market Street Properties	737,303	-	737,303	-	737,303	\$ 737,303
Electronic Contract Document Storage - District Wide	-	-	-	-	-	\$ -
Culinary Arts/District Office Building - District - 50%	16,472,929	-	16,472,929	812,378	17,285,307	\$ 16,663,929
Scheduled Maintenance New Allocation - District Wide	7,443	-	7,443	-	7,443	\$ 7,443
Alumni Carriage House Restoration Project	122,270	-	122,270	-	122,270	\$ 122,270
Total District Completed Projects	\$ 21,168,350	\$ -	\$ 21,168,350	\$ 815,898	\$ 21,984,248	\$ 21,358,651
<u>In-Progress or Initial Phase</u>						
Feasibility/Planning/Management/Staffing	\$ 447,914	\$ -	\$ 447,914	\$ -	\$ 447,914	\$ 427,955
Firewall Project - Districtwide	314,016	-	314,016	600,000	914,016	\$ 314,016
Total District In-Progress or Initial Phase Projects	\$ 761,930	\$ -	\$ 761,930	\$ 600,000	\$ 1,361,930	\$ 741,971
Total All District Projects	\$ 21,930,280	\$ -	\$ 21,930,280	\$ 1,415,898	\$ 23,346,178	\$ 22,100,622
Total Remaining District Allocation			<u>\$ 51,450</u>			
<u>Five Year Capital Construction Plan</u>						
	\$ -	\$ -	\$ -	\$ -	\$ -	
Total District 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -	

**Riverside Community College District
Measure C - Project Commitments Summary
as of June 30, 2025 (Prior to Year End Close)**

Project	Project Funding Source						
	Current Board	Estimated	Total Estimated	Actual and			Actual Measure C
	Approved Measure C	Additional	Measure C Project	Projected		Total Estimated	Expenditures thru
	Project Budget	Measure C Requirements	Budget	State/Other Funding		Project Budget	06/30/25
Riverside Allocation			\$ 193,495,273				
Completed							
Certificates of Participation (1993 & 2001) - Refunding	\$ 6,583,329	\$ -	\$ 6,583,329	\$ -		\$ 6,583,329	\$ 6,583,329
GO Bond Issuance Related Expenditures	2,828,765	-	2,828,765	-		2,828,765	\$ 2,828,765
Phone and Voicemail Upgrades - District Wide	183,925	-	183,925	-		183,925	\$ 183,925
Computer/Network/System Upgrades - District Wide	528,081	-	528,081	-		528,081	\$ 528,081
Emergency Phone Project - District Wide	178,626	-	178,626	-		178,626	\$ 178,626
Long Range Master Plan - District Wide	786,422	-	786,422	-		786,422	\$ 786,422
Logic Domain - Capital Project Management System	170,767	-	170,767	31,441		202,208	\$ 164,515
Infrastructure Projects - District Wide	255,287	-	255,287	-		255,287	\$ 255,286
Utility Retrofit Project - District Wide	3,205,284	-	3,205,284	-		3,205,284	\$ 3,205,284
Modular Redistribution Project - Riverside	2,376,458	-	2,376,458	-		2,376,458	\$ 2,376,458
Bridge Space - Riverside	1,175,132	-	1,175,132	-		1,175,132	\$ 1,175,132
MLK Renovation - Riverside	1,010,614	-	1,010,614	6,999,477 a		8,010,091	\$ 1,010,614
Swing Space - Riverside	4,273,734	-	4,273,734	-		4,273,734	\$ 4,273,734
Wheelock PE Complex/Athletic Field - Riverside	4,516,435	-	4,516,435	-		4,516,435	\$ 4,516,435
Phase I - Parking Structure - Riverside	20,940,662	-	20,940,662	-		20,940,662	\$ 20,940,662
PBX Building - Riverside	428,119	-	428,119	-		428,119	\$ 428,119
Stokoe Innovative Learning Center - Riverside	7,399,505	-	7,399,505	2,444,632 a		9,844,137	\$ 7,399,505
Quad Modernization - Riverside	9,171,807	-	9,171,807	12,554,000 a		21,725,807	\$ 9,171,807
Bradshaw Building Electrical Project - Riverside	366,353	-	366,353	-		366,353	\$ 366,353
Food Services Remodel - Riverside	987,705	-	987,705	-		987,705	\$ 987,705
Scheduled Maintenance - Historic - District Wide	870,873	-	870,873	1,516,571		2,387,444	\$ 870,873
Black Box Theatre Remodel Project - Riverside	10,955	-	10,955	-		10,955	\$ 10,955
Food Services "grab-n'-go" Facility Project - Riverside	81,372	-	81,372	-		81,372	\$ 81,372
Lovekin Parking/Tennis Project - Riverside	4,351,724	-	4,351,724	-		4,351,724	\$ 4,351,724
Technology Building A Remodel Project - Riverside	11,375	-	11,375	-		11,375	\$ 11,375
Aquatics Center - Riverside	10,874,233	-	10,874,233 d	-		10,874,233	\$ 10,874,233
Interim Parking Lease - Riverside	177,023	-	177,023	-		177,023	\$ 177,023
Parking Structure Fall Deterrent - Riverside	7,576	-	7,576	-		7,576	\$ 7,576
Quad Basement Remodel Project - Riverside	352,941	-	352,941	-		352,941	\$ 352,941

**Riverside Community College District
Measure C - Project Commitments Summary
as of June 30, 2025 (Prior to Year End Close)**

Project	Project Funding Source					
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure C Expenditures thru 06/30/25
2010 IPP/FPP - District - 52.7%	-	-	-	-	-	\$ -
Coil School for the Arts - Riverside	24,280,001	-	24,280,001	13,660,934 ^{la} _r	37,940,935	\$ 25,736,077
Coil School for the Arts - Parking Structure - Riverside	1,456,076	-	1,456,076	3,151,924 ^r	4,608,000	\$ -
Wheelock PE Complex Gymnasium Retrofit - Phase II - Riverside	13,204,882	-	13,204,882	9,165,000 ^a _p	22,369,882	\$ 13,204,882
Cellular Repeater Booster System - Riverside	18,879	-	18,879	-	18,879	\$ 18,879
Student Services Building - Riverside	22,291,234	-	22,291,234	-	22,291,234	\$ 22,291,234
Electronic Contract Document Storage - District Wide	-	-	-	-	-	\$ -
Culinary Arts/District Office Building - Riverside - 50%	16,854,928	-	16,854,928	812,379 ^r _h	17,667,307	\$ 16,663,929
Master Plan Updates - District Wide	954,923	-	954,923	-	954,923	\$ 954,923
Greenhouse Building - Riverside	500,000	-	500,000	103,500	603,500	\$ 500,000
Football Field and Running Track Renovation Project - Riverside	620,675	-	620,675	5,671,243	6,291,918	\$ 620,675
Scheduled Maintenance New Allocation - District Wide	1,457,985	-	1,457,985	168,690	1,626,675	\$ 1,457,986
Nursing/Sciences Building - Riverside	16,347,203	-	16,347,203	45,439,400 ^a _p	61,786,603	\$ 16,347,203
Total Riverside Completed Projects	\$ 182,091,868	\$ -	\$ 182,091,868	\$ 101,719,191	\$ 283,811,059	\$ 181,894,617
<u>In-Progress or Initial Phase</u>						
Feasibility/Planning/Management/Staffing	\$ 4,000,856	\$ -	\$ 4,000,856	\$ -	\$ 4,000,856	\$ 3,822,584
Life Science/Physical Science Reconstruction - Riverside	6,308,563	-	6,308,563	32,336,437 ^p	38,645,000	\$ 6,301,060
Cosmetology Building - Riverside	142,500	-	142,500	-	142,500	\$ 142,500
Total Riverside In-Progress or Initial Phase Projects	\$ 10,451,919	\$ -	\$ 10,451,919	\$ 32,336,437	\$ 42,788,356	\$ 10,266,144
Total All Riverside Projects	\$ 192,543,787	\$ -	\$ 192,543,787	\$ 134,055,628	\$ 326,599,415	\$ 192,160,761
Total Remaining Riverside Allocation			\$ 951,486			
<u>Five Year Capital Construction Plan</u>						
Life Science / Physical Science Remodel	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Riverside 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -	

**Riverside Community College District
Measure C - Project Commitments Summary
as of June 30, 2025 (Prior to Year End Close)**

Project	Project Funding Source						
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure C Expenditures thru 06/30/25	
<u>Norco Allocation</u>			<u>\$ 72,770,692</u>				
<u>Completed</u>							
Certificates of Participation (1993 & 2001) - Refunding	\$ 2,535,893	\$ -	\$ 2,535,893	\$ -	\$ 2,535,893	\$ 2,535,893	
GO Bond Issuance Related Expenditures	1,089,638	-	1,089,638	-	1,089,638	\$ 1,089,638	
Phone and Voicemail Upgrades - District Wide	70,847	-	70,847	-	70,847	\$ 70,847	
Computer/Network/System Upgrades - District Wide	203,417	-	203,417	-	203,417	\$ 203,417	
Emergency Phone Project - District Wide	102,773	-	102,773	-	102,773	\$ 102,773	
Long Range Master Plan - District Wide	362,670	-	362,670	-	362,670	\$ 362,670	
Logic Domain - Capital Project Management System	65,779	-	65,779	12,111	77,890	\$ 63,371	
Infrastructure Projects - District Wide	98,336	-	98,336	-	98,336	\$ 98,336	
Utility Retrofit Project - District Wide	1,587,401	-	1,587,401	-	1,587,401	\$ 1,587,401	
Modular Redistribution Projects (All campuses and BCTC)	2,109,572	-	2,109,572	-	2,109,572	\$ 2,109,573	
Room Renovations - Norco	100,019	-	100,019	-	100,019	\$ 100,019	
ECS Building Upgrade Project - Moreno Valley / Norco	137,265	-	137,265	-	137,265	\$ 137,266	
Industrial Technology Facility Project - Norco	9,715,350	-	9,715,350	18,990,000 a	28,705,350	\$ 9,715,350	
Scheduled Maintenance - Historic - District Wide	180,850	-	180,850	362,942	543,792	\$ 180,850	
Soccer Field/Artificial Turf - Norco	3,879,314	-	3,879,314	-	3,879,314	\$ 3,879,314	
Safety and Site Improvement Project - Norco	967,442	-	967,442	-	967,442	\$ 967,442	
Center for Student Success - Norco	15,633,873	-	15,633,873	-	15,633,873	\$ 15,633,873	
PBX/Network Operations Centers - Norco	11,277,010	-	11,277,010	-	11,277,010	\$ 11,277,010	
Secondary Effects Project - Norco	16,028,180	-	16,028,180	-	16,028,180	\$ 16,028,180	
2010 IPP/FPP - District - 20.3%	-	-	-	-	-	\$ -	
Groundwater Monitoring Wells - Norco	211,149	-	211,149	16,696	227,845	\$ 211,149	
Electronic Contract Document Storage - District Wide	-	-	-	-	-	\$ -	
Master Plan Updates - District Wide	175,914	-	175,914	-	175,914	\$ 175,914	
Soccer Field Turf Replacement - Norco	250,324	-	250,324	257,324.00	507,648	\$ 250,324	
Scheduled Maintenance New Allocation - District Wide	583,642	-	583,642	72,430.00	656,072	\$ 583,642	
Self-Generation Incentive Program - Norco	3,084,801	-	3,084,801	- t	3,084,801	\$ 3,084,801	
Central Plant Boiler Replacement - Norco	161,847	-	161,847	-	161,847	\$ 161,847	
Total Norco Completed Projects	\$ 70,613,306	\$ -	\$ 70,613,306	\$ 19,711,503	\$ 90,324,809	\$ 70,610,900	

**Riverside Community College District
Measure C - Project Commitments Summary
as of June 30, 2025 (Prior to Year End Close)**

Project	Project Funding Source					
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure C Expenditures thru 06/30/25
<u>In-Progress or Initial Phase</u>						
Feasibility/Planning/Management/Staffing	\$ 1,541,127	\$ -	\$ 1,541,127	\$ -	\$ 1,541,127	\$ 1,472,457
Center for Human Performance - Norco	86,500	-	86,500	2,702,000 p	2,788,500	\$ 86,500
Multimedia and Arts Center (MAC) - Norco	114,000	-	114,000	-	114,000	\$ 114,000
Total Norco In-Progress or Initial Phase Projects	\$ 1,741,627	\$ -	\$ 1,741,627	\$ 2,702,000	\$ 4,443,627	\$ 1,672,957
Total All Norco Projects	<u>\$ 72,354,933</u>	<u>\$ -</u>	<u>\$ 72,354,933</u>	<u>\$ 22,413,503</u>	<u>\$ 94,768,436</u>	<u>\$ 72,283,857</u>
Total Remaining Norco Allocation			<u><u>\$ 415,759</u></u>			
<u>Five Year Capital Construction Plan</u>						
	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Norco 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -	

**Riverside Community College District
Measure C - Project Commitments Summary
as of June 30, 2025 (Prior to Year End Close)**

Project	Project Funding Source						
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure C Expenditures thru 06/30/25	
<u>Moreno Valley Allocation</u>			<u>\$ 79,809,061</u>				
<u>Completed</u>							
Certificates of Participation (1993 & 2001) - Refunding	\$ 2,635,830	\$ -	\$ 2,635,830	\$ -	\$ 2,635,830	\$ 2,635,830	
GO Bond Issuance Related Expenditures	1,132,580	-	1,132,580	-	1,132,580	\$ 1,132,580	
Phone and Voicemail Upgrades - District Wide	73,639	-	73,639	-	73,639	\$ 73,639	
Computer/Network/System Upgrades - District Wide	211,433	-	211,433	-	211,433	\$ 211,433	
Emergency Phone Project - District Wide	88,318	-	88,318	-	88,318	\$ 88,318	
Long Range Master Plan - District Wide	289,985	-	289,985	-	289,985	\$ 289,985	
Logic Domain - Capital Project Management System	68,371	-	68,371	12,588	80,959	\$ 65,868	
Infrastructure Projects - District Wide	102,211	-	102,211	-	102,211	\$ 102,211	
Utility Retrofit Project - District Wide	1,388,503	-	1,388,503	-	1,388,503	\$ 1,388,503	
Modular Redistribution Projects (All campuses and BCTC)	3,939,832	-	3,939,832	-	3,939,832	\$ 3,939,831	
ECS Secondary Effects - Moreno Valley	286,227	-	286,227	-	286,227	\$ 286,227	
Hot Water Loop System & Boiler Replacement - Moreno Valley	869,848	-	869,848	-	869,848	\$ 869,848	
ECS Building Upgrade Project - Moreno Valley / Norco	252,296	-	252,296	-	252,296	\$ 252,296	
Scheduled Maintenance - Historic - District Wide	351,322	-	351,322	635,669	986,991	\$ 351,322	
Safety and Site Improvement Project - Moreno Valley	719,827	-	719,827	200,000	919,827	\$ 719,827	
Administrative Move to Humanities Bldg - Moreno Valley	25,990	-	25,990	-	25,990	\$ 25,990	
Food Services Remodel - Moreno Valley	2,649,606	-	2,649,606	28,000	2,677,606	\$ 2,649,606	
Nursing Portables - Moreno Valley	705,338	-	705,338	-	705,338	\$ 705,338	
Learning Gateway Building - Moreno Valley	4,984,261	-	4,984,261	-	4,984,261	\$ 4,984,261	
Audio Visual Upgrade and Lighting Project - Moreno Valley	134,457	-	134,457	-	134,457	\$ 134,457	
Emergency Phones Project - Moreno Valley	341,582	-	341,582	-	341,582	\$ 341,582	
Mechanical Upgrade Project - Moreno Valley	660,245	-	660,245	-	660,245	\$ 660,245	
Physicians Assistant Laboratory Remodel - Moreno Valley	49,191	-	49,191	-	49,191	\$ 49,191	
Science Laboratories Remodel Project - Moreno Valley	302,804	-	302,804	-	302,804	\$ 302,804	
Student/Academic Services Facility Project - Moreno Valley	5,939,817	-	5,939,817	14,036,000 p	19,975,817	\$ 5,939,817	
2010 IPP/FPP - District - 21.1%	-	-	-	-	-	\$ -	
PBX/Network Operations Centers - Moreno Valley	2,931,707	-	2,931,707	-	2,931,707	\$ 2,931,707	
Electronic Contract Document Storage - District Wide	-	-	-	-	-	\$ -	
Master Plan Updates - District Wide	877,500	-	877,500	-	877,500	\$ 877,500	

**Riverside Community College District
Measure C - Project Commitments Summary
as of June 30, 2025 (Prior to Year End Close)**

Project	Project Funding Source					
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure C Expenditures thru 06/30/25
Elevators Modernization/Fire Alarm System Repair/Upgrade - MV	979,093	-	979,093	257,682	1,236,775	\$ 979,093
Ben Clark Center Corrections Platform - MV	677,594	-	677,594	2,635,456	3,313,050	\$ 677,594
Ben Clark Training Center Education Center Building - Moreno Valley	12,129,681	-	12,129,681	- p	12,129,681	\$ 12,129,681
Scheduled Maintenance New Allocation - District Wide	603,462	-	603,462	72,430	675,892	\$ 603,462
March Dental Education Center - Moreno Valley	9,877,088	-	9,877,088	-	9,877,088	\$ 9,877,088
Total Moreno Valley Completed Projects	\$ 56,279,638	\$ -	\$ 56,279,638	\$ 17,877,825	\$ 74,157,463	\$ 56,277,134
<u>In-Progress or Initial Phase</u>						
Feasibility/Planning/Management/Staffing	\$ 1,601,861	\$ -	\$ 1,601,861	\$ -	\$ 1,601,861	\$ 1,530,484
Health Science Center - Moreno Valley	164,971	-	164,971	- p	164,971	\$ 164,971
Center for Human Performance - Moreno Valley	112,009	-	112,009	- p	112,009	\$ 112,009
Library Learning Center - Moreno Valley	142,914	-	142,914	-	142,914	\$ 142,914
Organic Chemistry Lab - Moreno Valley	132,428	-	132,428	3,779,172	3,911,600	\$ -
Student Services Welcome Center Project - Moreno Valley	21,153,160	-	21,153,160	1,200,000	22,353,160	\$ 20,907,789
Total Moreno Valley In-Progress or Initial Phase Projects	\$ 23,307,343	\$ -	\$ 23,307,343	\$ 4,979,172	\$ 28,286,515	\$ 22,858,167
Total All Moreno Valley Projects	\$ 79,586,981	\$ -	\$ 79,586,981	\$ 22,856,997	\$ 102,443,978	\$ 79,135,301
Total Remaining Moreno Valley Allocation			\$ 222,080			
<u>Five Year Capital Construction Plan</u>						
	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Moreno Valley 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -	

**Riverside Community College District
Measure C - Project Commitments Summary
as of June 30, 2025 (Prior to Year End Close)**

Project	Project Funding Source					
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure C Expenditures thru 06/30/25
<u>Centrally Controlled Allocation</u>			<u>\$ 18,811,813</u>			
<u>Completed</u>						
Utility Infrastructure and IT Upgrade Project - District Wide	\$ 6,232,049	\$ -	\$ 6,232,049	\$ -	\$ 6,232,049	\$ 6,232,049
District Design Standards	345,032	-	345,032	-	345,032	\$ 345,031
IT Upgrade (including audit) - District Wide	5,999,897	-	5,999,897	-	5,999,897	\$ 5,999,897
ADA Transition Plan - District Wide	6,046,162	-	6,046,162	42,869	6,089,031	\$ 6,046,162
Total Centrally Controlled Completed Projects	<u>\$ 18,623,140</u>	<u>\$ -</u>	<u>\$ 18,623,140</u>	<u>\$ 42,869</u>	<u>\$ 18,666,009</u>	<u>\$ 18,623,139</u>
<u>In-Progress or Initial Phase</u>						
Program Contingency - District Wide	\$ 188,673	\$ -	\$ -	\$ -	\$ -	\$ -
Program Reserve - District Wide	-	-	-	-	-	\$ -
Total Centrally Controlled In-Progress or Initial Phase Projects	<u>\$ 188,673</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total All Centrally Controlled Projects	<u>\$ 18,811,813</u>	<u>\$ -</u>	<u>\$ 18,623,140</u>	<u>\$ 42,869</u>	<u>\$ 18,666,009</u>	<u>\$ 18,623,139</u>
Total Remaining Centrally Controlled Allocation			<u>\$ 188,673</u>			
Total Completed Projects All Sites	\$ 348,776,302	\$ -	\$ 348,776,302	\$ 140,167,286	\$ 488,943,588	\$ 348,764,441
Total In-Progress or Initial Phase Projects All Sites	\$ 36,451,492	\$ -	\$ 36,262,819	\$ 40,617,609	\$ 76,880,428	\$ 35,539,239
Total Projects All Sites	<u>\$ 385,227,794</u>	<u>\$ -</u>	<u>\$ 385,039,121</u>	<u>\$ 180,784,895</u>	<u>\$ 565,824,016</u>	<u>\$ 384,303,680</u>
Total Remaining Allocations			<u>\$ 1,829,448</u>			
a Actual State Construction Act Funding					**06/30/25** By Site totals off due to rounding: Completed \$ 2 In-Progress \$ (1) Total \$ 1	
d Private donations						
la LaSeirra Funding						
p Projected State Construction Act Funding						
r Redevelopment Funding						
s Actual State Scheduled Maintenance Funding Requiring District Match						
t SGIP Grant Incentives						
h Riverside Community Hospital						

Riverside Community College District
Measure C - Capital Program Executive Summary Report
May 2025 - June 2025

	Moreno Valley College	Norco College	Riverside City College	District	Centrally Controlled			Total
					Approved Projects	Program Reserve	Program Contingency	
Original Measure C Allocation Split	\$ 69,200,000	\$ 66,300,000	\$ 173,100,000	\$ 19,200,000	\$ 19,300,000	\$ 24,000,000	\$ 10,000,000	\$ 381,100,000
Redistribution of Specific Donations/Rebates	\$ (1,086,934)	\$ (975,883)	\$ 3,293,229	\$ (326,040)	\$ -	\$ (642,104)	\$ (262,268)	
Income Distribution Through June 30, 2024	\$ 792,376	\$ 1,387,013	\$ 2,800,091	\$ 208,937	\$ -	\$ 275,340	\$ 304,812	\$ 5,768,568
Additional Allocation from District/Centrally Controlled	\$ 10,903,619	\$ 6,059,562	\$ 14,301,953	\$ 2,898,833	\$ (28,317)	\$ (23,633,236)	\$ (9,853,871)	\$ 648,543
Total Measure C Allocation	\$ 79,809,061	\$ 72,770,692	\$ 193,495,273	\$ 21,981,730	\$ 19,271,683	\$ -	\$ 188,673	\$ 387,517,111
Project Commitments	\$ (79,586,981)	\$ (72,354,933)	\$ (192,543,787)	\$ (21,930,280)	\$ (19,271,683)	\$ -	\$ -	\$ (385,687,664)
Remaining Uncommitted Funds	\$ 222,080	\$ 415,759	\$ 951,486	\$ 51,450	\$ -	\$ -	\$ 188,673	\$ 1,829,448

Riverside Community College District
Measure C - Capital Program Executive Summary Report
May 2025 - June 2025

MORENO VALLEY COLLEGE					
Description	Total Project Budget	Measure C Budget	Non-Measure C Budget	Additional Measure C Budget	Measure C Allocation
					\$ 69,200,000
Redistribution of College Specific Donations/Rebates Included in Original Allocation				\$ (1,086,934)	\$ 68,113,066
Distribution of Interest, Donations/Rebates Income from original allocation through June 30, 2024				\$ 792,376	\$ 68,905,442
APPROVED PROJECTS					
<i>Certificates of Participation (93 & 01 Refunding)</i>	\$ 2,635,830	\$ 2,635,830	\$ -	\$ -	\$ 66,269,612
<i>CO Bond Issuance Related Expenditures</i>	\$ 1,132,580	\$ 1,132,580	\$ -	\$ -	\$ 65,137,032
District Phone & VM upgrade	\$ 73,639	\$ 73,639	\$ -	\$ -	\$ 65,063,393
ECS Secondary Effects	\$ 286,227	\$ 286,227	\$ -	\$ -	\$ 64,777,166
Emergency Phone Project	\$ 88,318	\$ 88,318	\$ -	\$ -	\$ 64,688,848
Long Range Master Plans	\$ 289,985	\$ 289,985	\$ -	\$ -	\$ 64,398,863
Hot Water Loop System & Boiler Replacement	\$ 869,848	\$ 869,848	\$ -	\$ -	\$ 63,529,015
Logic Domain- CMP System	\$ 80,959	\$ 68,371	\$ 12,588	\$ -	\$ 63,460,644
Infrastructure Projects (IT Upgrade)	\$ 102,211	\$ 102,211	\$ -	\$ -	\$ 63,358,433
Utility Retrofit Project (NORESCO)	\$ 1,388,503	\$ 1,388,503	\$ -	\$ -	\$ 61,969,930
Modular Redistribution Projects	\$ 3,939,832	\$ 3,939,832	\$ -	\$ -	\$ 58,030,098
Scheduled Maintenance Match (Historical)	\$ 986,991	\$ 351,322	\$ 635,669	\$ -	\$ 57,678,776
ECS Bldg. Upgrade	\$ 252,296	\$ 252,296	\$ -	\$ -	\$ 57,426,480
District Computer/Network System Upgrade	\$ 211,433	\$ 211,433	\$ -	\$ -	\$ 57,215,047
Safety & Site Improvement Project	\$ 919,827	\$ 719,827	\$ 200,000	\$ -	\$ 56,495,220
Food Services Remodel (& Int facilities)	\$ 2,677,606	\$ 2,649,606	\$ 28,000	\$ -	\$ 53,845,614
Network Operations Center	\$ 2,931,707	\$ 2,931,707	\$ -	\$ -	\$ 50,913,907
Learning Gateway Building & Lions Lot	\$ 4,984,261	\$ 4,984,261	\$ -	\$ -	\$ 45,929,646
Student Academic Services-Phase III	\$ 19,975,817	\$ 5,939,817	\$ 14,036,000	\$ -	\$ 39,989,829
Science Lab Remodel (Phase I&II)	\$ 302,804	\$ 302,804	\$ -	\$ -	\$ 39,687,025
<i>Feasibility/Planning/Mngmnt/Staffing</i>	\$ 1,601,861	\$ 1,601,861	\$ -	\$ -	\$ 38,085,164
Scheduled Maintenance (2010+) (\$640Kx5 years)	\$ 675,890	\$ 603,460	\$ 72,430	\$ -	\$ 37,481,704
Nursing Portables	\$ 705,338	\$ 705,338	\$ -	\$ 705,338	\$ 37,481,704
A/V & Lighting Hum 129 & SS 101	\$ 134,457	\$ 134,457	\$ -	\$ -	\$ 37,347,247
MVC Master Plan Update	\$ 877,500	\$ 877,500	\$ -	\$ 186,000	\$ 36,655,747
Electronic Contract Document Storage	\$ -	\$ -	\$ -	\$ -	\$ 36,655,747
Dental Education Center	\$ 9,877,088	\$ 9,877,088	\$ -	\$ 373,349	\$ 27,152,008
Adm Move to Humanities	\$ 25,990	\$ 25,990	\$ -	\$ -	\$ 27,126,018
Mechanical Upgrade Projects	\$ 660,245	\$ 660,245	\$ -	\$ -	\$ 26,465,773
2013 FPP/IPP	\$ -	\$ -	\$ -	\$ -	\$ 26,465,773
Emergency Phone Repairs	\$ 341,582	\$ 341,582	\$ -	\$ 341,582	\$ 26,465,773
Physician Asst Lab Remodel	\$ 49,191	\$ 49,191	\$ -	\$ 49,191	\$ 26,465,773
MVC Student Services Welcome Center	\$ 22,353,160	\$ 21,153,160	\$ 1,200,000	\$ 5,862,868	\$ 11,175,481
Health Science Center - MVC	\$ 164,971	\$ 164,971	\$ -	\$ -	\$ 11,010,510
Ben Clark Training Center, Phase 1	\$ 12,129,681	\$ 12,129,681	\$ -	\$ 2,000,000	\$ 880,829
Center for Human Performance	\$ 112,009	\$ 112,009	\$ -	\$ -	\$ 768,820
Library Learning Center	\$ 142,914	\$ 142,914	\$ -	\$ -	\$ 625,906
Elevator Modernization and Fire Alarm System Upgrade	\$ 1,252,948	\$ 979,093	\$ 273,855	\$ 979,093	\$ 625,906
Scheduled Maintenance - FY 19/20 Allocation	\$ 2	\$ 2	\$ -	\$ 37,260	\$ 663,164
Ben Clark Corrections Platform Training Facility	\$ 3,313,050	\$ 677,594	\$ 2,635,456	\$ 340,000	\$ 325,570
Organic Chemistry Lab	\$ 3,911,600	\$ 132,428	\$ 3,779,172	\$ 28,938	\$ 222,080
Remaining Measure C Funds					\$ 222,080
	\$ 102,460,151	\$ 79,586,981	\$ 22,873,170	\$ 10,609,061	

Measure C Summary

Original Measure C Allocation	\$ 69,200,000
Additional Measure C Allocation	\$ 10,609,061
Total Measure C Allocation	\$ 79,809,061

Riverside Community College District
Measure C - Capital Program Executive Summary Report
May 2025 - June 2025

NORCO COLLEGE					
Description	Total Project Budget	Measure C Budget	Non-Measure C Budget	Additional Measure C Budget	Measure C Allocation
					\$ 66,300,000
From Centrally Controlled - Program Contingency				\$ 500,000	\$ 66,800,000
Redistribution of College Specific Donations/Rebates Included in Original Allocation				\$ (975,883)	\$ 65,824,117
Distribution of Interest, Donations/Rebates Income from original allocation through June 30, 2024				\$ 1,387,013	\$ 67,211,130
From Centrally Controlled - Program Reserve/Contingency (to clear deficit)				\$ 2,589,291	\$ 69,800,421
APPROVED PROJECTS					
Certificates of Participation (93 & 01 Refunding)	\$ 2,535,893	\$ 2,535,893	\$ -	\$ -	\$ 67,264,528
CO Bond Issuance Related Expenditures	\$ 1,089,638	\$ 1,089,638	\$ -	\$ -	\$ 66,174,890
District Phone & Voicemail Upgrades	\$ 70,847	\$ 70,847	\$ -	\$ -	\$ 66,104,043
Room Renovations	\$ 100,019	\$ 100,019	\$ -	\$ -	\$ 66,004,024
Emergency Phone Project	\$ 102,773	\$ 102,773	\$ -	\$ -	\$ 65,901,251
Long Range Master Plans	\$ 362,670	\$ 362,670	\$ -	\$ -	\$ 65,538,581
Logic Domain- CPM System	\$ 77,890	\$ 65,779	\$ 12,111	\$ -	\$ 65,472,802
Infrastructure Project (IT Upgrade)	\$ 98,336	\$ 98,336	\$ -	\$ -	\$ 65,374,466
Utility Retrofit Project (NORESCO)	\$ 1,587,401	\$ 1,587,401	\$ -	\$ -	\$ 63,787,065
Modular Redistribution Project	\$ 2,109,572	\$ 2,109,572	\$ -	\$ -	\$ 61,677,493
Scheduled Maintenance Match (Historic)	\$ 543,792	\$ 180,850	\$ 362,942	\$ -	\$ 61,496,643
ECS Building Upgrade	\$ 137,265	\$ 137,265	\$ -	\$ -	\$ 61,359,378
Industrial Technology Facility-PhaseIII	\$ 28,705,350	\$ 9,715,350	\$ 18,990,000	\$ -	\$ 51,644,028
District Computer Network/Systems Upgrade	\$ 203,417	\$ 203,417	\$ -	\$ -	\$ 51,440,611
Soccer Field Turf/Locker Rooms	\$ 3,879,314	\$ 3,879,314	\$ -	\$ -	\$ 47,561,297
Site & Safety Improvements-3rd St	\$ 967,442	\$ 967,442	\$ -	\$ -	\$ 46,593,855
Center for Student Success	\$ 15,633,873	\$ 15,633,873	\$ -	\$ -	\$ 30,959,982
Norco Operations Center (PBX/M&O)	\$ 11,277,010	\$ 11,277,010	\$ -	\$ -	\$ 19,682,972
Secondary Effects project (SSC & ITB)	\$ 16,028,180	\$ 16,028,180	\$ -	\$ 35,288	\$ 3,690,080
Groundwater Mont Wells Disposition	\$ 227,845	\$ 211,149	\$ 16,696	\$ 211,149	\$ 3,690,080
Scheduled Maintenance (2010+) \$640Kx5 yrs	\$ 653,010	\$ 580,580	\$ 72,430	\$ -	\$ 3,109,500
Master Plan Update	\$ 175,914	\$ 175,914	\$ -	\$ -	\$ 2,933,586
Electronic Contract Document Storage	\$ -	\$ -	\$ -	\$ -	\$ 2,933,586
Central Plant Boiler Replacement	\$ 161,847	\$ 161,847	\$ -	\$ -	\$ 2,771,739
2013 IPP/FPP	\$ -	\$ -	\$ -	\$ -	\$ 2,771,739
Self Generating Inc. Program (Fuel Cell)	\$ 3,084,801	\$ 3,084,801	\$ -	\$ 2,436,250	\$ 2,123,188
Center for Human Perf & Kinesiology	\$ 2,788,500	\$ 86,500	\$ 2,702,000	\$ -	\$ 2,036,688
Multimedia & Arts Center (MAC)	\$ 114,000	\$ 114,000	\$ -	\$ -	\$ 1,922,688
Scheduled Maintenance - FY 19/20 Allocation	\$ 3,062	\$ 3,062	\$ -	\$ 37,260	\$ 1,956,886
Soccer Field Turf Replacement	\$ 507,648	\$ 250,324	\$ 257,324	\$ 250,324	\$ 1,956,886
Feasibility/Planning/Mngmnt/Staffing	\$ 1,651,539	\$ 1,541,127	\$ 110,412	\$ -	\$ 415,759
Remaining Measure C Funds					\$ 415,759
	\$ 94,878,848	\$ 72,354,933	\$ 22,523,915	\$ 6,470,692	

Measure C Summary

Original Measure C Allocation	\$ 66,300,000
Additional Measure C Allocation	\$ 6,470,692
Total Measure C Allocation	\$ 72,770,692

Riverside Community College District
Measure C - Capital Program Executive Summary Report
May 2025 - June 2025

RIVERSIDE CITY COLLEGE					
Description	Total Project Budget	Measure C Budget	Non-Measure C Budget	Additional Measure C Budget	Measure C Allocation
					\$ 173,100,000
Redistribution of College Specific Donations/Rebates Included in Original Allocation				\$ 3,293,229	\$ 176,393,229
Distribution of Interest, Donations/Rebates Income from original allocation through June 30, 2024				\$ 2,800,091	\$ 179,193,320
APPROVED PROJECTS					
<i>Certificates of Participation (93 & 01 Refunding)</i>	\$ 6,583,329	\$ 6,583,329	\$ -	\$ -	\$ 172,609,991
<i>CO Bond Issuance Related Expenditures</i>	\$ 2,828,765	\$ 2,828,765	\$ -	\$ -	\$ 169,781,226
Bridge Space	\$ 1,175,132	\$ 1,175,132	\$ -	\$ -	\$ 168,606,094
District Phone and Voicemail Upgrades	\$ 183,925	\$ 183,925	\$ -	\$ -	\$ 168,422,169
MLK Renovation	\$ 8,010,091	\$ 1,010,614	\$ 6,999,477	\$ -	\$ 167,411,555
Swing Space (Lovekin)	\$ 4,273,734	\$ 4,273,734	\$ -	\$ -	\$ 163,137,821
Wheelock Field (Phase I)	\$ 4,516,435	\$ 4,516,435	\$ -	\$ -	\$ 158,621,386
Parking Structure (Phase II)	\$ 20,940,662	\$ 20,940,662	\$ -	\$ -	\$ 137,680,724
Emergency Phones	\$ 178,626	\$ 178,626	\$ -	\$ -	\$ 137,502,098
PBX Building	\$ 428,119	\$ 428,119	\$ -	\$ -	\$ 137,073,979
Long Range Plans	\$ 786,422	\$ 786,422	\$ -	\$ -	\$ 136,287,557
Logic Domain/PM system	\$ 202,208	\$ 170,767	\$ 31,441	\$ -	\$ 136,116,790
Infrastructure (IT Upgrade)	\$ 255,287	\$ 255,287	\$ -	\$ -	\$ 135,861,503
Utility Retrofit (NORESO)	\$ 3,205,284	\$ 3,205,284	\$ -	\$ -	\$ 132,656,219
Stokoe ILC (Phases I & II)	\$ 9,844,137	\$ 7,399,505	\$ 2,444,632	\$ -	\$ 125,256,714
Modular Redistribution	\$ 2,376,458	\$ 2,376,458	\$ -	\$ -	\$ 122,880,256
Scheduled Maintenance Match (Past)	\$ 2,387,444	\$ 870,873	\$ 1,516,571	\$ -	\$ 122,009,383
Quad Modernization	\$ 21,725,807	\$ 9,171,807	\$ 12,554,000	\$ -	\$ 112,837,576
Bradshaw Bldg Electrical (Emergency)	\$ 366,353	\$ 366,353	\$ -	\$ -	\$ 112,471,223
District Computer Network System Upgrades	\$ 528,081	\$ 528,081	\$ -	\$ -	\$ 111,943,142
Wheelock Gym, Seismic Retrofit	\$ 190,631	\$ 190,631	\$ -	\$ -	\$ 111,752,511
Food Services Remodel & Interim Facilities	\$ 987,705	\$ 987,705	\$ -	\$ -	\$ 110,764,806
Nursing, Science & Math Complex	\$ 61,786,603	\$ 16,347,203	\$ 45,439,400	\$ 467,028	\$ 94,884,631
Riverside Aquatics Complex	\$ 10,874,233	\$ 10,874,233	\$ -	\$ -	\$ 84,010,398
Wheelock Gym, Seismic Retrofit-Phase II	\$ 22,083,309	\$ 12,918,309	\$ 9,165,000	\$ 72,966	\$ 71,165,055
Coil School for the Arts	\$ 42,548,935	\$ 25,736,077	\$ 16,812,858	\$ 8,100,000	\$ 53,528,978
Culinary Arts Academy & District Offices	\$ 17,667,307	\$ 16,854,928	\$ 812,379	\$ 5,575,182	\$ 42,249,232
Quad Basement Remodel	\$ 352,941	\$ 352,941	\$ -	\$ -	\$ 41,896,291
Black Box Theatre Remodel (Plans only)	\$ 10,955	\$ 10,955	\$ -	\$ -	\$ 41,885,336
Remodel of Tech A (Plans only)	\$ 11,375	\$ 11,375	\$ -	\$ -	\$ 41,873,961
<i>Feasibility/Plng/Mngt/Staffing</i>	\$ 4,000,856	\$ 4,000,856	\$ -	\$ -	\$ 37,873,105
Interim Parking (Lot 33)	\$ 177,023	\$ 177,023	\$ -	\$ -	\$ 37,696,082
Scheduled Maintenance (2010+ \$640K/yr x 5 yr)	\$ 1,626,675	\$ 1,457,985	\$ 168,690	\$ -	\$ 36,238,097
Parking Structure Fall Deterrent	\$ 7,576	\$ 7,576	\$ -	\$ -	\$ 36,230,521
Master Plan Updates	\$ 954,923	\$ 954,923	\$ -	\$ -	\$ 35,275,598
Student Services Building-Phase I	\$ 20,741,234	\$ 20,741,234	\$ -	\$ -	\$ 14,534,364
Student Services Building-Phase II	\$ 1,550,000	\$ 1,550,000	\$ -	\$ -	\$ 12,984,364
Electronic Contract Document Storage	\$ -	\$ -	\$ -	\$ -	\$ 12,984,364
2013 IPP/FPP	\$ -	\$ -	\$ -	\$ -	\$ 12,984,364
Food Srvc / Café Grab n Go	\$ 81,372	\$ 81,372	\$ -	\$ -	\$ 12,902,992
Lovekin Parking/Tennis-Portable Relocation	\$ 2,000,000	\$ 2,000,000	\$ -	\$ -	\$ 10,902,992
Lovekin Parking/Tennis-Tennis Courts	\$ 2,250,000	\$ 2,250,000	\$ -	\$ -	\$ 8,652,992
Lovekin Parking/Tennis-Parking Structure	\$ 101,724	\$ 101,724	\$ -	\$ -	\$ 8,551,268
Athletic Office Remodel(Wheelock)	\$ 95,942	\$ 95,942	\$ -	\$ -	\$ 8,455,326
Cellular Repeater Booster System	\$ 18,879	\$ 18,879	\$ -	\$ -	\$ 8,436,447
Life Science / Physical Science Remodel	\$ 38,645,000	\$ 6,308,563	\$ 32,336,437	\$ -	\$ 2,127,884
Cosmetology Building	\$ 142,500	\$ 142,500	\$ -	\$ -	\$ 1,985,384

RIVERSIDE CITY COLLEGE

Description	Total Project Budget	Measure C Budget	Non-Measure C Budget	Additional Measure C Budget	Measure C Allocation
Greenhouse Project	\$ 603,500	\$ 500,000	\$ 103,500	\$ -	\$ 1,485,384
Scheduled Maintenance - FY 19/20 Allocation	\$ -	\$ -	\$ -	\$ 86,777	\$ 1,572,161
Football Field & Running Track Renovation	\$ 6,283,440	\$ 620,675	\$ 5,662,765	\$ -	\$ 951,486
Remaining Measure C Funds					\$ 951,486
	\$ 326,590,937	\$ 192,543,787	\$ 134,047,150	\$ 20,395,273	

Measure C Summary

Original Measure C Allocation	\$ 173,100,000
Additional Measure C Allocation	\$ 20,395,273
Total Measure C Allocation	\$ 193,495,273

Riverside Community College District
Measure C - Capital Program Executive Summary Report
May 2025 - June 2025

RCCD DISTRICT PROJECTS					
Description	Total Project Budget	Measure C Budget	Non-Measure C Budget	Additional Measure C Budget	Measure C Allocation
					\$ 19,200,000
Redistribution of College Specific Donations/Rebates Included in Original Allocation				\$ (326,040)	\$ 18,873,960
Distribution of Interest, Donations/Rebates Income from original allocation through June 30, 2024				\$ 208,937	\$ 19,082,897
Transfer to MVC for the Ben Clark Training Center Building, Phase I Project				\$ (2,000,000)	\$ 17,082,897
Transfer to MVC for the Elevator Modernization & Fire Alarm System Repair/Upgrade Project				\$ (630,882)	\$ 16,452,015
Transfer to MVC, NC, and RCC for Scheduled Maint.				\$ (161,297)	\$ 16,290,718
Transfer to MVC for the Organic Chemistry Lab Project				\$ (28,938)	\$ 16,261,780
APPROVED PROJECTS					
<i>Certificates of Participation (93 & 01 Refunding)</i>	\$ 737,033	\$ 737,033	\$ -	\$ -	\$ 15,524,747
<i>CO Bond Issuance Related Expenditures</i>	\$ 316,693	\$ 316,693	\$ -	\$ -	\$ 15,208,054
District Phone and Voicemail Upgrades	\$ 20,589	\$ 20,589	\$ -	\$ -	\$ 15,187,465
RCCD Systems Office (Market St)	\$ 2,629,981	\$ 2,629,981	\$ -	\$ -	\$ 12,557,484
Emergency Phones	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ 12,547,484
Logic Domain/PM System	\$ 22,638	\$ 19,118	\$ 3,520	\$ -	\$ 12,528,366
Infrastructure (IT Upgrade)	\$ 28,580	\$ 28,580	\$ -	\$ -	\$ 12,499,786
District Computer/Network Sys Upgr	\$ 59,121	\$ 59,121	\$ -	\$ -	\$ 12,440,665
Culinary Art Academy & Dist Offc	\$ 17,285,307	\$ 16,472,929	\$ 812,378	\$ 5,575,179	\$ 1,542,915
Swing Space - Market Street Properties	\$ 737,303	\$ 737,303	\$ -	\$ -	\$ 805,612
<i>Feasibility/Plng/Mngt/Staffing</i>	\$ 480,004	\$ 447,914	\$ 32,090	\$ -	\$ 357,698
Scheduled Maint. New Allocation - District Wide	\$ 7,443	\$ 7,443	\$ -	\$ -	\$ 350,255
DSA Close-Out	\$ 7,290	\$ 7,290	\$ -	\$ 7,290	\$ 350,255
Alumni Carriage House Restratrion	\$ 122,270	\$ 122,270	\$ -	\$ -	\$ 227,985
Electronic Contract Document Storage	\$ -	\$ -	\$ -	\$ -	\$ 227,985
2013 IPP/FPP	\$ -	\$ -	\$ -	\$ -	\$ 227,985
Districtwide Firewall Project	\$ 914,016	\$ 314,016	\$ 600,000	\$ 137,481	\$ 51,450
Remaining Measure C Funds					\$ 51,450
	\$ 23,378,268	\$ 21,930,280	\$ 1,447,988	\$ 2,781,730	

Measure C Summary

Original Measure C Allocation	\$ 19,200,000
Additional Measure C Allocation	\$ 2,781,730
Total Measure C Allocation	\$ 21,981,730

Riverside Community College District
Measure C - Capital Program Executive Summary Report
May 2025 - June 2025

CENTRALLY CONTROLLED FUNDS					
Description	Total Project Budget	Measure C Budget	Non-Measure C Budget	Additional Measure C Budget	Measure C Allocation
					\$ 53,300,000
Approved Projects \$19.3M					\$ 19,300,000
ADA Compliance -Phase I	\$ 6,089,031	\$ 6,046,162	\$ 42,869	\$ -	\$ 13,253,838
IT Audit Implementation	\$ 5,999,897	\$ 5,999,897	\$ -	\$ -	\$ 7,253,941
Utility Infrastructure	\$ 6,232,049	\$ 6,232,049	\$ -	\$ (373,349)	\$ 648,543
District Standards	\$ 345,032	\$ 345,032	\$ -	\$ 345,032	\$ 648,543
MVC Student Services Renovation	\$ 648,543	\$ 648,543	\$ -	\$ -	\$ -
Remaining Measure C					\$ -
	\$ 19,314,552	\$ 19,271,683	\$ 42,869	\$ (28,317)	
Program Reserve \$24M					\$ 24,000,000
Redistribution of College Specific Donations/Rebates Included in Original Allocation		\$ -	\$ -	\$ (642,104)	\$ 23,357,896
Distribution of Interest, Donations/Rebates Income from original allocation through June 30, 2018		\$ -	\$ -	\$ 275,340	\$ 23,633,236
CSA		\$ -	\$ -	\$ (8,100,000)	\$ 15,533,236
CAA/DO		\$ -	\$ -	\$ (10,306,765)	\$ 5,226,471
DSA Close out		\$ -	\$ -	\$ (7,290)	\$ 5,219,181
Nursing Portables - MVC		\$ -	\$ -	\$ (705,338)	\$ 4,513,843
Physican Asst Lab - MVC		\$ -	\$ -	\$ (49,191)	\$ 4,464,652
Emergency Phone Repairs - MVC		\$ -	\$ -	\$ (341,582)	\$ 4,123,070
Aquatics Center - RCC (Reserve - Donation Cover)		\$ -	\$ -	\$ -	\$ 4,123,070
CSA - RCC (Reserve - LaSierra Capital Repayment)		\$ -	\$ -	\$ -	\$ 4,123,070
TITLE III-STEM - NC (Reserve - Grant Repayment)		\$ -	\$ -	\$ -	\$ 4,123,070
MVC Student Services Bldg. Reno (Welcome Center)		\$ -	\$ -	\$ (2,500,000)	\$ 1,623,070
MVC Elevator Modernization & Fire Alarm System Upgrade		\$ -	\$ -	\$ (174,105)	\$ 1,448,965
Norco College Soccer Field Turf Replacement Project		\$ -	\$ -	\$ (250,324)	\$ 1,198,641
Norco College Budget Deficit		\$ -	\$ -	\$ (1,198,641)	\$ -
Program Reserve					\$ -
Program Contingency-\$10M					\$ 10,000,000
Redistribution of College Specific Donations/Rebates Included in Original Allocation		\$ -	\$ -	\$ (262,268)	\$ 9,737,732
Distribution of Interest, Donations/Rebates Income from original allocation through June 30, 2024		\$ -	\$ -	\$ 304,812	\$ 10,042,544
ADA Complainece - Phase I		\$ -	\$ -	\$ -	\$ 10,042,544
CAA/DO		\$ -	\$ -	\$ (843,596)	\$ 9,198,948
March Dental Education - MVC		\$ -	\$ -	\$ -	\$ 9,198,948
Master Plan Update - MVC		\$ -	\$ -	\$ (186,000)	\$ 9,012,948
Nursing, Science Math - RCC		\$ -	\$ -	\$ (467,028)	\$ 8,545,920
Wheelock Gym - RCC		\$ -	\$ -	\$ (72,966)	\$ 8,472,954
Norco Allocation - NC		\$ -	\$ -	\$ (500,000)	\$ 7,972,954
Secondary Effect - NC		\$ -	\$ -	\$ (35,288)	\$ 7,937,666
Groundwater Wells - NC		\$ -	\$ -	\$ (211,149)	\$ 7,726,517
Alumni Carriage House Restoration - RCCD		\$ -	\$ -	\$ -	\$ 7,726,517
District Standards		\$ -	\$ -	\$ (345,032)	\$ 7,381,485
Self-Generating Inc Program (Fuel Cell)		\$ -	\$ -	\$ (2,200,000)	\$ 5,181,485
Self-Generating Inc Program - Incentives/Rebates		\$ -	\$ -	\$ (236,250)	\$ 4,945,235
MVC Student Services Bldg. Reno (Welcome Center)		\$ -	\$ -	\$ (2,714,325)	\$ 2,230,910
MVC Elevator Modernization & Fire Alarm System Upgrade		\$ -	\$ -	\$ (174,106)	\$ 2,056,804
Ben Clark Corrections Platform Training Facility		\$ -	\$ -	\$ (340,000)	\$ 1,716,804
Norco College Budget Deficit		\$ -	\$ -	\$ (1,390,650)	\$ 326,154
Districtwide Firewall Project	\$ -	\$ -	\$ -	\$ (137,481)	\$ 188,673
Program Contingency					\$ 188,673
Remaining Measure C Funds					\$ 188,673

Measure C Summary

Original Measure C Allocation	\$53,300,000
Additional Measure C Allocation	-\$33,839,644
Total Measure C Allocation	\$19,460,356

Riverside Community College District
Measure CC - Project Commitments Summary
Series 2025 A
as of June 30, 2025 (Prior to Year End Close)

Measure CC Authorization

Voter Approved Measure CC Authorization - February 2025	\$ 954,000,000
Issuances Series 2025 A through Series x	<u>(205,000,000)</u>
Remaining Measure CC Authorization	<u>\$ 749,000,000</u>

<u>Measure CC - Cash on Hand</u>	<u>\$ 182,572,649</u>
---	------------------------------

Proceeds/Income

<u>Issuance Proceeds</u>	
Series 2025 A through Series x	<u>\$ 205,000,000</u>

<u>Issuance Premiums</u>	
Series 2025 A through Series x	-

<u>Interest Income</u>	
FY 2024-2025 through FY 2024-2025	-

<u>Fair Market Value of Investments</u>	
FY 2024-2025 through FY 2024-2025	-

<u>Other Income</u>	
None	\$ -
	-
	-
	-
	-
Total Other Income	<u>-</u>

Total Proceeds/Income	<u>\$ 205,000,000</u>
-----------------------	------------------------------

Project Commitments / Proposed Projects

Completed Projects	\$ -
In-Progress Projects	-
Program Reserve / Contingency	<u>-</u>
Total Project Commitments	<u>-</u>

FY 2024-2025 Contingency Account	<u>\$ 205,000,000</u>
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Riverside Community College District
Measure CC - Project Commitments Summary Combined
as of June 30, 2025 (Prior to Year End Close)

Project	Project Funding Source								
	Board Approved Initial Measure CC Project Budget	Subsequent Approved Budget Adjustments	Current Board Approved Measure CC Project Budget	Estimated Additional Measure CC Budget Requirements	Total Estimated Measure CC Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure CC Expenditures thru 06/30/25	
Completed									
None	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	-	-	-	-	-	-	-	-	
	-	-	-	-	-	-	-	-	
	-	-	-	-	-	-	-	-	
	-	-	-	-	-	-	-	-	
Total Completed Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<u>In-Progress or Initial Phase</u>									
Corona Center at Parkridge and Main	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,620,391	
Bond Issuance	-	-	-	-	-	-	-	1,596,250	
Building F2 Chiller Plant Upgrade	-	-	-	-	-	-	-	213,875	
Center for Human Performance & Kinesiology	-	-	-	-	-	-	-	78,000	
	-	-	-	-	-	-	-	-	
	-	-	-	-	-	-	-	-	
	-	-	-	-	-	-	-	-	
Total In-Progress or Initial Phase Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,508,516	
<u>Program Reserve/Contingency</u>									
Program Contingency	-	-	-	-	-	-	-	-	
Program Reserve	-	-	-	-	-	-	-	-	
Total Program Reserve/Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,508,516	
Five Year Capital Construction Plan									
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total 5 Yr Cap Constr Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		

**Riverside Community College District
Measure C - Project Commitments Summary
as of June 30, 2025 (Prior to Year End Close)**

Project	Project Funding Source						
	Current Board Approved Measure CC Project Budget	Estimated Additional Measure CC Budget Requirements	Total Estimated Measure CC Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure CC Expenditures thru 06/30/25	
<u>Riverside City Allocation</u>			\$ -				
<u>Completed</u>							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Riverside City Completed Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>In-Progress or Initial Phase</u>							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Riverside City In-Progress or Initial Phase Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total All Riverside City Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Remaining Riverside City Allocation			<u>\$ -</u>				
<u>Five Year Capital Construction Plan</u>							
	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Riverside City 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -		

**Riverside Community College District
Measure C - Project Commitments Summary
as of June 30, 2025 (Prior to Year End Close)**

Project	Project Funding Source						
	Current Board Approved Measure CC Project Budget	Estimated Additional Measure CC Budget Requirements	Total Estimated Measure CC Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure CC Expenditures thru 06/30/25	
<u>Jurupa Valley Allocation</u>			\$ -				
<u>Completed</u>							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Jurupa Valley Completed Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<u>In-Progress or Initial Phase</u>							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Jurupa Valley In-Progress or Initial Phase Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total All Jurupa Valley Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<u>Total Remaining Jurupa Valley Allocation</u>			\$ -				
<u>Five Year Capital Construction Plan</u>							
	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Jurupa Valley 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -		

**Riverside Community College District
Measure C - Project Commitments Summary
as of June 30, 2025 (Prior to Year End Close)**

Project		Project Funding Source					
		Current Board Approved Measure CC Project Budget	Estimated Additional Measure CC Budget Requirements	Total Estimated Measure CC Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure CC Expenditures thru 06/30/25
<u>Norco Allocation</u>				\$ -			
<u>Completed</u>							
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
	Total Norco Completed Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>In-Progress or Initial Phase</u>							
	Building F2 Chiller Plant Upgrade	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 213,875
	Center for Human Performance & Kinesiology	-	-	-	-	-	78,000
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
	Total Norco In-Progress or Initial Phase Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 291,875
	Total All Norco Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 291,875
<u>Total Remaining Norco Allocation</u>				\$ -			
<u>Five Year Capital Construction Plan</u>							
		\$ -	\$ -	\$ -	\$ -	\$ -	
	Total Norco 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -	

**Riverside Community College District
Measure C - Project Commitments Summary
as of June 30, 2025 (Prior to Year End Close)**

Project	Project Funding Source						
	Current Board Approved Measure CC Project Budget	Estimated Additional Measure CC Budget Requirements	Total Estimated Measure CC Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure CC Expenditures thru 06/30/25	
<u>Corona Center at Parkridge and Main Allocation</u>			\$ -				
<u>Completed</u>							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Corona Center Completed Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<u>In-Progress or Initial Phase</u>							
Corona Center at Parkridge and Main	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	20,620,391
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Corona Center In-Progress or Initial Phase Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	20,620,391
Total All Corona Center Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	20,620,391
<u>Total Remaining Corona Center at Parkridge and Main Allocation</u>			\$ -				
<u>Five Year Capital Construction Plan</u>							
	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Corona Center 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -		

**Riverside Community College District
Measure C - Project Commitments Summary
as of June 30, 2025 (Prior to Year End Close)**

Project	Project Funding Source						
	Current Board Approved Measure CC Project Budget	Estimated Additional Measure CC Budget Requirements	Total Estimated Measure CC Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure CC Expenditures thru 06/30/25	
<u>Moreno Valley Allocation</u>			\$ -				
<u>Completed</u>							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Moreno Valley Completed Projects	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>
<u>In-Progress or Initial Phase</u>							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Moreno Valley In-Progress or Initial Phase Projects	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>
Total All Moreno Valley Projects	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>-</u></u>
<u>Total Remaining Moreno Valley Allocation</u>			<u>\$ -</u>				
<u>Five Year Capital Construction Plan</u>							
	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Moreno Valley 5 Yr Capital Construction Plan	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>		

**Riverside Community College District
Measure C - Project Commitments Summary
as of June 30, 2025 (Prior to Year End Close)**

Project	Project Funding Source					
	Current Board Approved Measure CC Project Budget	Estimated Additional Measure CC Budget Requirements	Total Estimated Measure CC Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure CC Expenditures thru 06/30/25
<u>Ben Clark Training Center Allocation</u>			\$ -			
<u>Completed</u>						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
Total Ben Clark Training Center Completed Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>In-Progress or Initial Phase</u>						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
Total Ben Clark Training Center In-Progress or Initial Phase Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total All Ben Clark Training Center Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Remaining Ben Clark Training Center Allocation			\$ -			
<u>Five Year Capital Construction Plan</u>						
	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Ben Clark Training Center 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -	

**Riverside Community College District
Measure C - Project Commitments Summary
as of June 30, 2025 (Prior to Year End Close)**

Project	Project Funding Source						Actual Measure CC Expenditures thru 06/30/25
	Current Board Approved Measure CC Project Budget	Estimated Additional Measure CC Budget Requirements	Total Estimated Measure CC Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget		
<u>District Allocation</u>			\$ -				
<u>Completed</u>							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total District Completed Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>In-Progress or Initial Phase</u>							
Bond Issuance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,596,250
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total District In-Progress or Initial Phase Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,596,250
Total All District Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,596,250
Total Remaining District Allocation			<u>\$ -</u>				
<u>Five Year Capital Construction Plan</u>							
Total District 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Completed Projects All Sites	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total In-Progress or Initial Phase Projects All Sites	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Projects All Sites	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Remaining Allocations			<u>\$ -</u>				

**Riverside Community College District
Measure C - Project Commitments Summary
as of June 30, 2025 (Prior to Year End Close)**

Project	Project Funding Source					
	Current Board Approved Measure CC Project Budget	Estimated Additional Measure CC Budget Requirements	Total Estimated Measure CC Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure CC Expenditures thru 06/30/25
					06/30/25	
					By Site totals off due to rounding:	
					Completed	\$ -
					In-Progress	\$ -
					Total	\$ -

Board of Trustees Regular Meeting (VI.AA)

Meeting	June 17, 2025
Agenda Item	Grants, Contracts and Agreements (VI.AA)
Subject	Grants, Contracts and Agreements - Special Inspection and Testing Services Agreement with MTGL for the Norco College Center for Human Performance & Kinesiology Project
College/District	Norco College
Funding	State Capital Outlay Funding and Measure CC
Recommended Action	Recommend approving the Special Inspection and Testing Services Agreement for the Norco College Center for Human Performance & Kinesiology Project with MTGL for the not to exceed amount of \$705,271.

Background Narrative:

The District issued Request for Proposal (RFP No. 50-24/25-4) on May 28, 2025 to the District's pre-qualified pool of Special Inspection & Material Testing Services firms to select an a Lab of Record (LOR) services in accordance with the Division of the State Architect (DSA) requirements for the Norco College Center for Human Performance & Kinesiology Project. The RFPs were evaluated based on the following criteria: 1) statement of qualifications review, and 2) fee proposal evaluation.

The District received five (5) RFP responses that were reviewed and evaluated by the Facilities Planning & Development staff and the project Construction Manager.

Based on evaluation of the proposals, it is recommended that MGTL provide Special Inspection and Testing Services for the Norco College Center for Human Performance & Kinesiology Project in the not to exceed amount of \$705,271. The term of the agreement is from July 1, 2025 to project completion.

Prepared By: Monica Green, President, Norco College
Michael Collins, Vice President, Business Services, Norco College
Aaron S. Brown, Vice Chancellor, Business and Financial Services
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development
Bart Doering, Director of Facilities Development, Facilities Planning & Development
Mehran Mohtasham, Director, Capital Planning, Facilities Planning & Development

Attachment(s):

[Agreement_LOR_NC CHP&K_MTGL](#)

CONSULTANT SERVICES AGREEMENT

(SPECIAL INSPECTION AND/OR TESTING SERVICES)

This AGREEMENT is made and entered into this 1 day of July in the year 2025 (“EFFECTIVE DATE”), by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as (the “DISTRICT”), and MTGL, hereinafter referred to as “CONSULTANT”. The DISTRICT and the CONSULTANT are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

WHEREAS, the DISTRICT requires specialized inspection and/or testing services for **NORCO COLLEGE CENTER FOR HUMAN PERFORMANCE & PROJECT** located within the DISTRICT (hereinafter referred to as the “PROJECT”);

WHEREAS, CONSULTANT shall at all times be qualified and approved by the Division of the State Architect (“DSA”) and shall at all times maintain proper qualifications, to perform the duties of and act as a testing laboratory and/or special inspector on school building construction projects and to perform the services required by this AGREEMENT; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide its specialized testing and inspection services to the DISTRICT on the terms hereinafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I

SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT

1. Services to be Provided by the CONSULTANT. The CONSULTANT shall provide to the DISTRICT on the terms set forth herein all the special inspection and/or testing services necessary to complete the PROJECT as required by the DSA approved Construction Documents and this AGREEMENT. The CONSULTANT’s basic services shall include those services set forth in this AGREEMENT as well as those services articulated in the CONSULTANT’s proposal which shall be attached hereto and incorporated herein as **EXHIBIT “A”** (the CONSULTANT’s “PROPOSAL”). In the event of a discrepancy, inconsistency, conflict or other difference between the terms of the CONSULTANT’s PROPOSAL with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and be controlling.

2. CONSULTANT’s Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT’s engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform, for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

c. If applicable, CONSULTANT shall be properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this AGREEMENT.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall perform all special inspections and testing services in conformance with the PROJECT's DSA approved Construction Documents, applicable codes and code references. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

2. The CONSULTANT shall obtain a copy of the Construction Documents that were approved by the DSA for the completion of the PROJECT including, but not limited to, the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103), from the Design Professional in General Responsible Charge of the PROJECT (the "Architect/Engineer") prior to the commencement of construction on the PROJECT and shall maintain a copy of the approved DSA 103 form in the CONSULTANT's Project File for the duration of the PROJECT. The CONSULTANT shall thoroughly review and evaluate the approved DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

3. The CONSULTANT shall meet with the Project Inspector, the Architect/Engineer, Structural Engineer and the DISTRICT as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the special inspection and testing program required by the DSA approved Construction Documents for the PROJECT and this AGREEMENT.

4. The CONSULTANT shall prepare and submit an Interim Verified Report to the DSA, and provide a copy of such report to the Project Inspector for each of the applicable sections of the Project Inspection Cards (Form DSA 152), that are required for the completion of the PROJECT, when such sections require special inspections and/or testing prior to the Project

Inspector's approval and sign off. The applicable sections of the Project Inspection Cards are as follows:

- (a) Initial Site Work;
- (b) Foundation;
- (c) Vertical Framing;
- (d) Horizontal Framing;
- (e) Appurtenances;
- (f) Non-Building Site Structures;
- (g) Finish Site Work;
- (h) Other Work; or
- (i) Final.

5. The CONSULTANT shall submit a signed Verified Report to the DSA, and provide a copy of such report to the Project Inspector, the Architect/Engineer, the Structural Engineer and the DISTRICT upon any of the following events:

- a. Within fourteen (14) days of the completion of the CONSULTANT's special inspection and/or testing work;
- b. When work on the PROJECT is suspended for a period of more than one (1) month;
- c. When the services of the CONSULTANT are terminated for any reason prior to the completion of the PROJECT; and/or
- d. In the event the DSA requests a Verified Report.

6. If CONSULTANT's work involves the in-plant inspection of relocatable buildings that are being manufactured for placement on the PROJECT site, CONSULTANT shall obtain the Project Inspection Cards from the DSA or the Architect/Engineer, as applicable, that are needed for the in-plant inspection of such relocatable building(s). The CONSULTANT shall complete the Project Inspection Cards during the in-plant completion of the relocatable building(s) as required by Title 24, the DSA 152 Manual, PR 13-01 and this AGREEMENT. The Consultant must provide the original Project Inspection Cards that are used for the in-plant inspection of the PROJECT's relocatable buildings to the Project Inspector at the time such relocatable buildings are delivered to the PROJECT site.

7. The CONSULTANT shall work under the technical direction and supervision of the Project Inspector or the Architect/Engineer as applicable. The CONSULTANT shall keep the Project Inspector, the Architect/Engineer, the Structural Engineer and the DISTRICT informed of all special inspections, testing and/or PROJECT related activities being performed by the CONSULTANT in order to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The CONSULTANT shall keep the Project Inspector, Architect/Engineer, Structural Engineer and the DISTRICT thoroughly informed as to the progress of the work by submitting detailed daily reports, in writing, to the Project Inspector which outline the work inspected and/or tested. The CONSULTANT shall

submit the detailed daily reports to the Project Inspector on the same day the inspections, testing and/or PROJECT related activities are performed and shall provide the Architect/Engineer, Structural Engineer and the DISTRICT with a copy of such reports. The CONSULTANT shall also submit daily special inspection reports in a timely manner to the Project Inspector so as not to delay the PROJECT. However, in no event shall the CONSULTANT submit a special inspection report to the Project Inspector later than fourteen (14) days from the date the special inspections are performed. The CONSULTANT shall provide a copy of each daily special inspection report to the Architect/Engineer, Structural Engineer and the DISTRICT on the day the original report is submitted to the Project Inspector.

8. In the event the CONSULTANT identifies construction and/or material deviations from the DSA approved Construction Documents in connection with the work being completed on the PROJECT, the CONSULTANT shall immediately issue a written report of such deviations to the DSA. The CONSULTANT shall provide a copy of each report to the Project Inspector, Architect/Engineer, Structural Engineer and the DISTRICT on the day the original report is submitted to the DSA.

9. If applicable, the CONSULTANT and any subcontractors (of any tier) performing work pursuant to this AGREEMENT must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of this AGREEMENT. CONSULTANT shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of this AGREEMENT and in no event shall CONSULTANT be granted increased payment from the DISTRICT a result of CONSULTANT's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this AGREEMENT and grounds for termination for cause. If applicable, the CONSULTANT and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the DISTRICT or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

ARTICLE III **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 CONSULTANT; 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 CONSULTANT 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 CONSULTANT 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, reports and/or other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. 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 CONSULTANT.

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 III, Section 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT 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 CONSULTANT for Board approved extra services.

5. In the event the CONSULTANT is terminated, with or without cause, the CONSULTANT shall personally provide all the original Project Inspection Cards prepared or obtained by the CONSULTANT in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original Project Inspection Cards must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the CONSULTANT's termination. Under no circumstances shall the CONSULTANT withhold any original Project Inspection Cards related to the PROJECT upon the CONSULTANT's termination. The CONSULTANT shall be responsible for any delays on the PROJECT that arise out of the CONSULTANT's failure to provide the original Project Inspection Cards to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the CONSULTANT's termination, the CONSULTANT shall provide copies of all current Project Inspection Cards in the CONSULTANT's Project File to the DISTRICT along with any other DISTRICT PROPERTY as further described in Article IV below.

6. 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, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT'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. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration.

7. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE III OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ARTICLE IV **REPORTS AND/OR OTHER DOCUMENTS**

1. The Project Inspection Cards, reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter the "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within seven (7) calendar days.

ARTICLE V **ACCOUNTING RECORDS OF THE CONSULTANT**

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE VI **COMPENSATION TO THE CONSULTANT**

1. The DISTRICT shall compensate the CONSULTANT as follows:

a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in EXHIBIT "A", inclusive of reimbursable expenses, for performing the basic services required by this AGREEMENT subject to the limitations set forth herein this Article VI, Section 1(a). In no event shall the CONSULTANT's compensation **exceed SEVEN HUNDRED FIVE THOUSAND TWO HUNDRED SEVENTY ONE DOLLARS (\$705,271)** including THIRTY FIVE THOUSAND DOLLARS (\$35,000) allowance for additional for performing all the basic services detailed in Article II and EXHIBIT "A". CONSULTANT shall invoice costs monthly for the services provided pursuant to this AGREEMENT from the time the

CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation.

b. Invoices requesting payment for Additional Services performed in accordance with Article VII below must reflect the compensation approved by the DISTRICT and include a copy of the DISTRICT's written authorization. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services and no claim by the CONSULTANT for additional compensation related to Additional Services shall be valid absent such prior written approval by the DISTRICT to proceed with such Additional Services as required by Article VII.

ARTICLE VII

ADDITIONAL CONSULTANT SERVICES

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering any additional services. The DISTRICT may also require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for all additional services shall be negotiated and approved in writing by the DISTRICT before CONSULTANT performs such additional services. CONSULTANT shall not be entitled to any compensation for performing additional services that are not previously approved by the DISTRICT in writing. Additional services shall include:

a. Making material revisions in reports 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 such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.

c. If the DISTRICT requests additional shifts to complete the services articulated in Article II and EXHIBIT "A" where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT. The CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT.

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

ARTICLE VIII

MISCELLANEOUS

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

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

b. General Liability: Liability for damages for (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 CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT 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: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, 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 services performed by CONSULTANT in accordance with this AGREEMENT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VIII, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, 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. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence as set forth in Article VIII, Section 1(c) above, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings.

e. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS

DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

f. ANY ATTEMPT TO LIMIT THE CONSULTANT'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONSULTANT.

2. CONSULTANT 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 CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT'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 CONSULTANT 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 liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:

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 \$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. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in Article VIII, Section 2(b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-

contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT 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 CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

3. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT'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 Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees. CONSULTANT shall fully defend and indemnify the DISTRICT from any claims, damages or any liability arising from or related to CONSULTANT or its subcontractors' failure to comply with any applicable prevailing wage laws and requirements.

4. 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 CONSULTANT.

5. The DISTRICT and CONSULTANT, 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. CONSULTANT shall not assign this AGREEMENT.

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

7. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND

VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE CONSULTANT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

8. 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 CONSULTANT 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 CONSULTANT.

9. Time is of the essence with respect to all provisions of this AGREEMENT.

10. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

11. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents or provisions that are subject to the exclusions specifically set forth in this AGREEMENT.

12. In accordance with California Education Code Section 17604, this AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

13. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

14. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

CONSULTANT:

MTGL

DISTRICT:

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
Michelle Elliott
CEO
14467 Meridian Parkway, Bldg 2A
Riverside, CA 92518

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

Date: _____

Date: _____

EXHIBIT “A”

See attached Proposal as Exhibit “A”

***(for NC Center for Human Performance & Kinesiology Project, MTGL - Special Inspections
& Testing Services Agreement, RFP No. 50-24/25-4)***



ESTIMATE WORKSHEET

PREVAILING WAGE

SPECIAL INSPECTIONS AND MATERIALS TESTING	Qty.	Unit	Rate	Cost
Soils / Asphalt Technician	952	HR	\$ 115.00	\$ 109,480.00
Concrete Technician – ACI Sampling	168	HR	\$ 115.00	\$ 19,320.00
Special Inspector – Batch Plant	168	HR	\$ 115.00	\$ 19,320.00
Special Inspector – Concrete	40	HR	\$ 115.00	\$ 4,600.00
Special Inspector – Field Welding Non-Structural	180	HR	\$ 115.00	\$ 20,700.00
Special Inspector – Shop Fabrication	800	HR	\$ 145.00	\$ 116,000.00
Special Inspector – Shop Fabrication Non-Structural	320	HR	\$ 145.00	\$ 46,400.00
Special Inspector – Structural Steel Bolting	8	HR	\$ 115.00	\$ 920.00
Special Inspector – Epoxy Anchors	120	HR	\$ 115.00	\$ 13,800.00
Post Installed Anchor Testing Technician	320	HR	\$ 115.00	\$ 36,800.00
Non-Destructive Testing of Welds (UT/MP/DP)	384	HR	\$ 145.00	\$ 55,680.00
Laboratory Sample Pickup	200	HR	\$ 75.00	\$ 15,000.00
2025-2026 DIR Prevailing Wage Increase	2210	HR	\$ 6.90	\$ 15,249.00
			Subtotal	\$ 583,669.00

MATERIALS TESTING	Qty.	Unit	Rate	Cost
Sieve Analysis	2	EA	\$ 200.00	\$ 400.00
Sand Equivalent	2	EA	\$ 115.00	\$ 230.00
Expansion Index	2	EA	\$ 140.00	\$ 280.00
Maximum Density - Optimum Moisture Content	6	EA	\$ 290.00	\$ 1,740.00
HVEEM Stabilometer	1	EA	\$ 290.00	\$ 290.00
HVEEM Max Density	1	EA	\$ 195.00	\$ 195.00
Concrete Cylinder Compression Testing	336	EA	\$ 35.00	\$ 11,760.00
Grout and Mortar Compression Testing	18	EA	\$ 35.00	\$ 630.00
High Strength Bolting Assembly (3 per set)	18	EA	\$ 180.00	\$ 3,240.00
Rebar Bend Testing (A615/A706)	88	EA	\$ 60.00	\$ 5,280.00
Rebar Tensile Testing (A615/A706)	88	EA	\$ 65.00	\$ 5,720.00
			Subtotal	\$ 29,765.00

EQUIPMENT AND MILEAGE	Qty.	Unit	Rate	Cost
Nuclear Density Gauge	119	DY	\$ 70.00	\$ 8,330.00
Air Testing Equipment	6	DY	\$ 40.00	\$ 240.00
Skidmore-Wilhelm Bolt Cell	2	DY	\$ 65.00	\$ 130.00
NDE Equipment	48	DY	\$ 50.00	\$ 2,400.00
Pull Testing / Torque Wrench	40	DY	\$ 60.00	\$ 2,400.00
Concrete Cure Box	1	EA	\$ 200.00	\$ 200.00
Mileage - Travel (R/T)	11,086	Mi	\$ 0.80	\$ 8,868.80
			Subtotal	\$ 22,568.80

ENGINEERING REVIEW AND REPORT PREPARATION	Qty.	Unit	Rate	Cost
Principal Engineer/Geologist	12	HR	\$ 175.00	\$ 2,100.00
Project Setup	1	EA	\$ 250.00	\$ 250.00
			Subtotal	\$ 2,350.00

ADMINISTRATIVE	5% of Invoice	\$	\$31,918.00
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**Certified Payroll will be billed at \$95 per pay period upon request.*

Subtotal	\$	670,271.00
District Allowance	\$	35,000.00
TOTAL ESTIMATED COSTS	\$	705,271.0



**2025 SCHEDULE OF FEES
(PREVAILING WAGE RATES)**

PROFESSIONAL SERVICES	RATE	UNIT
Principal Engineer/Geologist	\$ 175.00	HR
Project Manager/Field Supervisor or Registered Engineer/Geologist	\$ 135.00	HR
Staff Engineer/Geologist	\$ 115.00	HR
Draftsperson	\$ 95.00	HR
Administrative (Per Monthly Invoice)	5%	Invoice
Project Setup Fee	\$ 250.00	LS
Certified Payroll (Per Pay Period)	\$ 95.00	Per Week

FIELD INSPECTION PERSONNEL	RATE	UNIT
Special Inspector (Concrete, Masonry, Steel/Welding, Fireproofing)	\$ 115.00	HR
Special Inspector (Shotcrete)	\$ 135.00	HR
Special Inspector (FRP)	\$ 115.00	HR
Special Inspector (Shearwall/Nailing)	\$ 135.00	HR
Soils Inspector (Soils, Asphalt)	\$ 115.00	HR
NDT Technician & Shop Fabrication Inspection	\$ 145.00	HR
Mileage (IRS Current Rate)	IRS Rate	MILE
Travel Time (Portal to Portal) - Equal to the Rate of Service	Hourly Rate	HR
Firestopping/Fire Caulking	\$ 180.00	HR
Floor Flatness / Levelness (Inc. Equipment)	\$ 1,500.00	DAY
2026-2027 DIR Prevailing Wage Increase	6%	HR RATE
2027-2028 DIR Prevailing Wage Increase	6%	HR RATE
Concrete, Masonry, Asphalt Coring or Sawing	QUOTE	

LAB TESTING - SOIL	RATE	UNIT
D422 Hydrometer Analysis	\$ 175.00	EACH
D422 Sieve Analysis of Soil	\$ 200.00	EACH
D558 Soil Cement - Maximum Density	\$ 300.00	EACH
D559 Soil Cement - Sample Preparation	\$ 100.00	EACH
D854 Specific Gravity of Soils	\$ 135.00	EACH
D1140 Materials Finer than #200 (Sieve)	\$ 70.00	EACH
D1557 Maximum Density	\$ 290.00	EACH
D1883 California Bearing Ratio (CBR)	QUOTE	EACH
D2166 Unconfined Compressive Strength	\$ 150.00	EACH
D2216 Soil Moisture Content by Mass	\$ 25.00	EACH
D2419 Sand Equivalent	\$ 115.00	EACH
D2434 Permeability	QUOTE	EACH
D2435 Consolidation	\$ 225.00	EACH
D2435 Consolidation with Time Rate	\$ 275.00	EACH
D2844 R-Value & Expansive Pressures	\$ 275.00	3 Points
D2937 Moisture & Density (Ring Samples)	\$ 30.00	EACH
D3080 Direct Shear (3 Points)	\$ 600.00	EACH
D4318 Plasticity Index of Soils	\$ 150.00	EACH
D4829 Expansion Index of Soils	\$ 140.00	EACH
CT 216 CA Impact Max Density	\$ 225.00	EACH
CT 216 CA Impact Rock Correction	\$ 95.00	EACH

LAB TESTING - AGGREGATES	RATE	UNIT
C40 Organic Impurities in Fine Agg	\$ 95.00	EACH
C88 Soundness by Sodium Sulfate	\$ 315.00	EACH
C123 Percent Lightweight Particles	\$ 215.00	EACH
C127 Specific Gravity (Coarse Agg)	\$ 130.00	EACH
C128 Specific Gravity (Fine Agg)	\$ 150.00	EACH
C131/C424 Abrasion - Los Angeles Rattler	\$ 235.00	EACH
C136 Sieve Analysis (Combined Agg)	\$ 130.00	EACH
C136 Sieve Analysis (Fine or Coarse Agg)	\$ 110.00	EACH
C142 Clay Lumps & Friable Particles	\$ 135.00	EACH
C566 Moisture Content by Drying	\$ 25.00	EACH
CT 227 Cleaness Value	\$ 230.00	EACH
D3744 Durability Index	\$ 180.00	EACH
D5821 Flat & Elongated Particles	\$ 200.00	EACH
T335 Crushed Particles	\$ 170.00	EACH

LAB TESTING - ASPHALT	RATE	UNIT
D1188 Core Density Parafilm Coated	\$ 85.00	EACH
D1560 Stabilometer - HVEEM	\$ 290.00	EACH
D1561 Max Density - HVEEM	\$ 195.00	EACH
D2172 Asphalt Content by Solvents	\$ 275.00	EACH
D3910 Wet Track Abrasion	\$ 215.00	EACH
D5444 Gradation of Extracted Agg	\$ 275.00	EACH
D6307 Asphalt Content by Ignition	\$ 265.00	EACH
D6926 Max Density - Marshall	\$ 295.00	EACH
D6927 Stability and Flow - Marshall	\$ 375.00	EACH
T209/D2041 Theoretical Maximum Density	\$ 150.00	EACH
CT 370 Moisture Content	\$ 70.00	EACH
T275/T312 LTMD Gyratory Compactor	\$ 400.00	EACH
T324 Hamburg Wheel	\$ 1,000.00	EACH

LAB TESTING - CONCRETE	RATE	UNIT
C39 Compressive Strength - Concrete Cylinders (6" x 12")	\$ 35.00	EACH
C39 Compressive Strength - Cores (6" Max. Diameter)	\$ 50.00	EACH
C78 Flexural Strength - Beams (6" x 6")	\$ 65.00	EACH
C157 Concrete Shrinkage (Set of 3)	\$ 350.00	SET
C174 Handling Charge - Cylinders Not Broken/Hold	\$ 35.00	EACH
C192 Concrete Trial Batch w/ Lab Testing	\$ 1,100.00	EACH
C469 Modulus of Elasticity	\$ 150.00	EACH
C495 Comp. Strength - Lightweight Concrete Fill	\$ 45.00	EACH
Handling Charge - Beams Not Broken/Hold	\$ 65.00	EACH
C496 Tensile Strength, Splitting	\$ 75.00	EACH
C567 Unit Weight (Hardened Lightweight Concrete)	\$ 50.00	EACH
C109 Mortar - 2" Cube Compressive Strength	\$ 40.00	EACH
C1140 Shotcrete Panel Test	\$ 300.00	EACH
Core Trimming (In Laboratory)	\$ 55.00	EACH

LAB TESTING - MASONRY	RATE	UNIT
C140 Block - Compressive Strength	\$ 75.00	EACH
C140 Block - Moisture & Absorption	\$ 80.00	EACH
C140 Block - Unit Weight & Measurements	\$ 275.00	EACH
C426 Block - Linear Shrinkage	\$ 180.00	EACH
C109 Mortar - 2" Cube Compressive Strength	\$ 40.00	EACH
C780 Mortar - (2" x 4") Cylinders Comp. Strength	\$ 35.00	EACH
C1019 Grout Prisms - Compressive Strength	\$ 35.00	EACH
Handling Charge (Cylinders/Cubes/Prisms) Not Broken/Holds	\$ 75.00	EACH
C1314 CMU Grouted Prisms - Comp. Strength (< 8" x 8" x 16")	\$ 180.00	EACH
C1314 CMU Grouted Prisms - Comp. Strength (> 8" x 8" x 16")	\$ 245.00	EACH
C67 Brick - Boil	\$ 90.00	EACH
C67 Brick - Compressive Strength	\$ 50.00	EACH
C67 Brick - Moisture & Absorption	\$ 85.00	EACH

LAB TESTING - STEEL	RATE	UNIT
Steel Chemical Analysis/AWS Weld:Macroetch/Fracture/Bend	QUOTE	EACH
A325 High Strength Bolt, Nut & Washer Conformance (Per Set)	\$ 180.00	EACH
A370 Brinell & Rockwell Hardness Test	\$ 80.00	EACH
A370 Nelson Stud Tensile	\$ 195.00	EACH
A615/706 Bend Test No. 11 Bar and Smaller	\$ 60.00	EACH
A615/706 Tensile No. 11 Bar and Smaller	\$ 65.00	EACH
A615/706 Tensile No. 14 Bar and Larger	QUOTE	EACH
A416 Prestressing Wire, Tension	\$ 170.00	EACH
Sample Preparation (Cutting)	\$ 80.00	EACH
A416 Prestressing Cable (7 Wire) - Yield & Tensile	\$ 170.00	EACH
A970 Headed Rebar (#9 and Smaller)	\$ 245.00	EACH
CTM 670 Mechanical Coupler Slip Test	\$ 300.00	EACH
CTM 670 Mechanical Coupler - Tensile Test	\$ 250.00	EACH
E605 Fireproofing Unit Weight	\$ 60.00	EACH

LAB TESTING - MISCELLANEOUS	RATE	UNIT
C67 Roofing Tile Absorption	\$ 495.00	Set of 3
C67 Roofing Tile Strength Test	\$ 710.00	Set of 3

EQUIPMENT CHARGES	RATE	UNIT
Air Testing Equipment	\$ 40.00	DAY
Clamp Meter	\$ 45.00	DAY
Coating Thickness Gauge	\$ 45.00	DAY
Concrete Slump Kit	\$ 20.00	DAY
Fireproofing Kit	\$ 35.00	DAY
Hydraulic Jacking Assembly	\$ 60.00	DAY
Nuclear Density Gauge	\$ 70.00	DAY
Pachometer	\$ 55.00	DAY
Sand Cone Kit	\$ 50.00	DAY
NDE Equipment	\$ 50.00	DAY
Skidmore-Wilhelm Bolt Cell	\$ 65.00	DAY
Torque Wrench	\$ 60.00	DAY
Unit Weight Kit	\$ 40.00	DAY
Outside Services	Cost +20%	
Reimbursables	Cost +20%	

SAMPLE PICKUP CHARGES	RATE	UNIT
Pick up Sample Trip Charge (2hr Minimum)	\$ 75.00	HR
Weekend Sample Pick Up Charge (2hr Minimum)	\$ 85.00	HR

Board of Trustees Regular Meeting (VI.Q)

Meeting	June 17, 2025
Agenda Item	Grants, Contracts and Agreements (VI.Q)
Subject	Grants, Contracts and Agreements - Architectural Services Agreement with CannonDesign for the Library Learning Resource Center Project at Moreno Valley College
College/District	Moreno Valley College
Funding	State Capital Outlay Funding and Measure CC
Recommended Action	Recommend approving an Architectural Services Agreement with CannonDesign for the Library Learning Resource Center Project at Moreno Valley College in the not to exceed amount of \$5,950,000.

Background Narrative:

On April 18, 2025, the District issued Request for Qualifications and Proposals (RFQ/P No. 42-24/25-3) to its prequalified pool of architectural firms for architectural and engineering services for the new Library Learning Resource Center at Moreno Valley College. The RFQ/Ps were evaluated based on the following criteria: 1) statement of qualifications review, 2) firm interview, and 3) fee proposal evaluation.

The District received twelve (12) RFQ/P responses. The committee members, consisting of District office and Moreno Valley College personnel reviewed and scored each proposal independently in accordance with the RFQ/P requirements and selected the top five (5) architectural firms for interviews. The highest scoring firms were selected to negotiate the best and final fee proposal.

Based on evaluation of the proposals, qualifications, experience, negotiated price and demonstrated competence, it is recommended that CannonDesign provide architectural services for the Library Learning Resource Center Project at Moreno Valley College in the not to exceed amount of \$5,950,000, including design allowance. The term of the agreement is from July 1, 2025 to project completion.

Prepared By: FeRita Carter, Interim President, Moreno Valley College
Majd Askar, Vice President, Business Services, Moreno Valley College
Aaron S. Brown, Vice Chancellor, Business & Financial Services
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development
Mehran Mohtasham, Director of Capital Planning, Facilities Planning & Development
Bart Doering, Director of Facilities Development, Facilities Planning & Development

Attachment(s):

[Architectural Services Agreement - MVC LLRC_CannonDesign](#)

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 1st day of July in the year 2025 by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT,” and CannonDesign, 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 the Moreno Valley College Library Learning Resource Center Project, RFQ/P No. 42-24/25-3, hereinafter referred to as the “PROJECT”; 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, ARCHITECT’s employees and ARCHITECT’s consultants, as enumerated in Articles II and III of this AGREEMENT.

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 it will follow the standards of its profession in performing all services under this AGREEMENT.

3. 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 incorporate the requirements set forth in Section 4 below and 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.

4. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than \$21,000, the ARCHITECT shall comply with the requirements set forth in Public Contract Code section 3000, et seq., including signing the required certification.

5. The ARCHITECT has been selected based on ARCHITECT’s knowledge of California public schools and colleges and ARCHITECT’s knowledge of the educational system for funding and construction and is thoroughly familiar with the requirements for state funding, DSA for approvals of plans and specifications, and other requirements that are applicable to a public school project for community college districts.

6. The ARCHITECT shall coordinate its services with the Contractor, Project Inspector, its consultants and other parties to ensure that all requirements under DSA's Inspection Card (Form 152) and any subsequent revisions, supplements or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements and in compliance with the PROJECT schedule. The ARCHITECT and its consultants shall take all action necessary as to not delay progress in meeting any DSA requirements. The ARCHITECT shall meet all requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions, supplements or updates thereto issued or required by DSA. Any references to DSA requirements or forms for the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete the PROJECT. The ARCHITECT's services shall include those described in this AGREEMENT, and include all structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of "Construction Documents" defined as including, but not limited to, the following: The contract between the DISTRICT and the "Contractor" awarded the PROJECT (the "Contract"), general and supplementary conditions of the Contract between the DISTRICT and Contractor, drawings, specifications, Addenda, Revisions and other documents listed in the Contract, and modifications issued after execution of the Contract between the DISTRICT and Contractor.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies (for both on and off-site approvals) and any other entities including, but not limited to, those responsible for electrical, gas, water, sanitary or storm sewer, telephone, cable/TV, antenna-based services (e.g., Dish Network), internet providers, public utilities, the fire department, as well as the County Health Department, State Water Resources Control Board ("SWRCB"), the State Chancellor's Office ("State Chancellor") and DSA. If necessary, the ARCHITECT shall secure preliminary agency approvals and notify the DISTRICT in writing as to the actions the DISTRICT must take to secure formal approvals.

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 assist the DISTRICT in determining the phasing of the PROJECT that will most efficiently and timely complete the PROJECT. This includes phasing the PROJECT's construction and the inspection approval process so Incremental Approvals as required under DSA's Construction Oversight Process Procedure can be obtained during the completion of the PROJECT.

6. 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.

7. The ARCHITECT shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings, or locations.

8. 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.

9. 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 the DISTRICT, including revisions made necessary by adjustments in the DISTRICT's Program or Budget as defined in Article IV.

10. 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. The ARCHITECT shall be prepared to prioritize and prepare a priority list to address critical Program and PROJECT needs as opposed to optional items that may be dropped if there is inadequate Budget for the PROJECT. In the case where there are Budget constraints, the ARCHITECT, shall prepare a priority list of critical programmatic needs and items that may be of lesser priority and review the Program with the DISTRICT.

11. The ARCHITECT shall provide services in connection with the work of a Construction Manager or separate consultants retained by DISTRICT.

12. The ARCHITECT shall provide detailed estimates of the PROJECT's Construction Costs at no additional cost to DISTRICT as further described in Articles V and VI.

13. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment, and labor.

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

15. 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.

16. To the extent the ARCHITECT is not familiar or does not have experience with any materials or systems designed for the PROJECT, the ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities, such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.

17. 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, and floor coverings. All such manufactured items shall be standardized to the 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.

18. 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 the DISTRICT

with a certification that all materials used in the construction of any school or college building are free from any asbestos-containing building materials (“ACBM’s”). ARCHITECT shall include statements in the PROJECT’s specifications that materials containing ACBM’s shall not to be included or incorporated into the PROJECT. The ARCHITECT shall incorporate requirements into the PROJECT’s specifications that indicate the above certification shall be part of the Contractor’s final PROJECT submittal to the DISTRICT.

19. 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.

20. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings. The ARCHITECT shall be prepared to address concept and programmatic requirements for the PROJECT in such presentations, public hearings and public meetings. In addition, the ARCHITECT shall attend and assist in legal proceedings that arise from the errors or omissions of the ARCHITECT.

21. 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.

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

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

24. The ARCHITECT shall commit the same PROJECT representatives from the commencement of services under this AGREEMENT through the completion of the Project CloseOut Phase. Any change in staff will require the written approval of the DISTRICT.

25. Schematic Design Phase

a. The ARCHITECT shall meet with the DISTRICT to understand and verify the DISTRICT’s requirements for its Program. In the cases where a Program is furnished to the ARCHITECT by the DISTRICT, the ARCHITECT shall review the DISTRICT’s Program and address if the Program, in the ARCHITECT’s professional opinion, is realistic. If there are issues with the Program that has been provided, as part of the Schematic Design Services, ARCHITECT shall rework the Program with the DISTRICT representative and the DISTRICT to establish a priority list of programmatic needs and items that may be within and outside of the DISTRICT’s Budget. Once the Schematic Design, Program and Budget are reconciled with the DISTRICT representative, and the DISTRICT approves the Schematic Design, Program and Budget, the ARCHITECT may then move on to the Design Development Phase.

b. In the cases where the DISTRICT has not established a Program, the ARCHITECT shall work with the DISTRICT to help establish a Program and Budget based on available state funding, available grants, or available funds (in the cases where no funding or grants are available). The ARCHITECT’s familiarity with how projects are funded by the State Chancellor or through grants shall be part of the expertise the DISTRICT is relying upon in conjunction with the ARCHITECT’s experiences with similar projects and programs for the establishment of the DISTRICT’s Program and PROJECT under this AGREEMENT. The ARCHITECT shall not design for a Program or PROJECT that exceeds the DISTRICT’s Budget unless the ARCHITECT

obtains the written consent of the DISTRICT and an agreement that the ARCHITECT is permitted to exceed the available Budget.

c. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings, renderings, programmatic outlines, and other documents illustrating the scale and relationship of the PROJECT's components. These documents shall be prepared with the understanding that Design Development and Construction Documents Phases of this AGREEMENT shall be completed in accordance with the realistic understanding of and adherence to the Schematic Design. The Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations of the State and local governmental agencies and/or authorities having jurisdiction over the PROJECT, including, but not limited to, the State Chancellor, DSA, the County Health Department and the local fire marshal/department, which are required for the final approval of the PROJECT's completed Construction Documents.

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

e. If directed by the DISTRICT at the time of approval of the Schematic Design Documents, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, phased construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Careful attention is directed to DSA requirements for phasing of projects and the likelihood that DSA or other agency approvals may expire during the phases. If there is an expiration and need to obtain additional DSA approvals for future phases, the ARCHITECT shall provide the DISTRICT with a written notification of the PROJECT approvals that may expire due to phasing. Alternate construction schemes made by the DISTRICT subsequent to the Design Development 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.

f. The 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.

g. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.

h. 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.

i. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

26. Design Development Phase (Preliminary Plans)

a. Upon approval by the DISTRICT of the Schematic Design services set forth above, the ARCHITECT shall prepare Design Development Documents based on the Schematic Design and based on the Program that has been approved by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross-sections, and other documents necessary to depict the design of the 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, 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, the State Chancellor, DSA, the County Health Department and the local fire marshal/department.

b. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

c. The ARCHITECT shall perform all 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.

27. Construction Document Phase (Final Plans)

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in an acceptable Building Informational Modeling format, such as Autodesk® Revit® and AutoCAD® Civil 3D®) including, but not limited to, all drawings and specifications for the PROJECT setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable (on and off site) governmental and code requirements including, but not limited to, the requirements of the State Chancellor, DSA, the local fire marshal/department, the County Health Department and any other governmental agency having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done in a minimum of LOD 200, as well as the materials, workmanship, finishes, and equipment required for the completion of the PROJECT. All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.

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, but not limited to, the State Chancellor, DSA, local fire marshal/department, City Design Review, County Health Department, Department of Public Works, and any other governmental agencies or authorities which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental agencies and/or authorities. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due any governmental agencies and/or authorities in order to submit such cost information to the DISTRICT so payments can be prepared by the DISTRICT.

c. The ARCHITECT shall identify all tests and special inspections on the Statement of Structural Tests and Special Inspections (Form DSA 103) that are required for the completion of the PROJECT as designed and submit such DSA 103 to DSA for approval along with all other

Construction Documents. Upon DSA's approval of the Construction Documents, including the approved DSA 103 for the PROJECT, the ARCHITECT shall ensure that a copy of the approved DSA 103 for the PROJECT is provided to the DISTRICT, the Laboratory of Record, each Special Inspector working on the PROJECT, the Project Inspector and the Contractor.

d. When the ARCHITECT is preparing the Construction Documents, the ARCHITECT shall include provisions that require the Contractor to:

(1) Provide the DISTRICT with five (5) complete sets of operation manuals;

(2) Provide adequate training and consultation to DISTRICT personnel in the operation, testing, start-up, adjusting and balancing of mechanical, electrical, heating, air conditioning, and other systems installed by Contractor or its subcontractors; and

(3) Prepare a marked set of prints which indicate the dimensioned location of buried utility lines and which show changes in the work made during construction ("as-built documents"). All as-built documents shall be provided to the DISTRICT in a format approved by the DISTRICT.

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

f. The ARCHITECT shall perform Construction Document Services to keep the PROJECT within all Program scope constraints set by the DISTRICT, as well as approved Budget, unless otherwise modified by written authorization by the DISTRICT.

g. As part of the ARCHITECT's professional services, ARCHITECT has coordinated the drawings on the PROJECT. It is suggested, but not mandatory, that ARCHITECT perform a clash detection review of the final Construction Documents prior to submission to DSA. However, if the CM, or Design Build entity performs a clash check, ARCHITECT shall work with the CM or Design Build entity to perform reasonable clash check resolution meetings and make revisions as necessary prior to DSA submission, during DSA review, and after DSA review (followed by CCD submission or Addenda submission to document any necessary changes).

h. If the estimated PROJECT Construction Cost exceeds the Budget, 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.

28. 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 the necessary bidding information and bidding forms required to bid the PROJECT. The ARCHITECT shall also assist the DISTRICT with the preparation of the Contractor's Contract form, the general conditions, the supplementary

conditions, and all other contract documents necessary to bid the PROJECT and award a complete Contract to the lowest responsible responsive bidder. The DISTRICT will provide the standard general conditions and supplementary conditions that must be incorporated into the Contract with the Contractor. The ARCHITECT shall review the general conditions, supplementary conditions, and all other contract documents provided by the DISTRICT for incorporation into the Contract with the Contractor and shall coordinate such documents with all other Construction Documents that are prepared by the ARCHITECT pursuant to this AGREEMENT. The ARCHITECT's coordination obligations under this Section include, but are not limited to, verifying that any and all bid instructions and requirements set forth in the specifications prepared by the ARCHITECT are also set forth in the Instructions to Bidders and the Bid Form that are distributed to the bidders in connection with the PROJECT. The ARCHITECT shall prepare and sign all written Addendums that are necessary to incorporate changes into the DSA approved Construction Documents prior to the award of the PROJECT. The ARCHITECT shall assist the DISTRICT in distributing all Addendums to each bidder that has obtained a set of the DSA approved Construction Documents. The ARCHITECT shall ensure that all Addendums are submitted to and approved by DSA prior to certification of the PROJECT.

c. The ARCHITECT shall deposit a reproducible set of Construction Documents including, but not limited to, all drawings and specifications for the PROJECT at a reprographics company specified by the DISTRICT for the bid and for printing of additional sets of the DSA approved Construction Documents during the PROJECT. In accordance with the requirements of this Section, the ARCHITECT shall forward all plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files and/or BIM files) prepared by the ARCHITECT or the ARCHITECT's consultants during the course of the PROJECT to the reprographics company specified by the DISTRICT at no additional cost to the DISTRICT. The DISTRICT may request that such documents be delivered to the reprographics company selected by the DISTRICT in CADD, PLOT, TIFF or other format approved by the DISTRICT. In addition, the ARCHITECT shall provide the DISTRICT with a BIM format diskette file with all layers unprotected so the DISTRICT may utilize with a Construction Manager or Design Build entity. It is expressly understood that the release of the underlying BIM documents is for the limited use only for the PROJECT (unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of ARCHITECT. For documentation purposes, one record set of the transmitted documents shall be placed on a CD (or other acceptable electronic media) properly labeled as the record set of documents transmitted to the DISTRICT. Reasonable costs for producing this record document shall be reimbursed to the ARCHITECT and ARCHITECT's consultants. ARCHITECT is also advised to make a record set of clash detection checks to record the clashes that are encountered on the set of documents distributed for future record purposes and this clash detection shall also be placed on the CD. This clash detection document is not a requirement but simply recommended.

d. Upon the DISTRICT's request, the ARCHITECT shall recommend an acceptable plan room, or blueprinting shop, or, in the alternative, ARCHITECT shall print the necessary bidding information, Contract forms, general conditions, supplementary general conditions and all other Construction Documents necessary to bid the PROJECT and award a complete Contract to a successful bidder and shall deliver/distribute such printed copies to all interested bidders.

e. The ARCHITECT shall make subsequent revisions to drawings,

specifications, and other DSA approved Construction Documents that result from the approval of any substitution request, RFI, or submittal. All Revisions shall be prepared in writing and signed by the ARCHITECT. The ARCHITECT shall ensure that all Revisions are submitted to and approved by DSA prior to certification of the PROJECT.

f. If the lowest bid exceeds the Budget (or if a complete detailed estimate is prepared by a certified professional cost estimator from Construction Documents that are at least 90% completed) 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.

29. Construction Phase

a. Prior to the start of construction, the ARCHITECT shall certify that the following two documents have been submitted to DSA:

(1) Contract Information Form DSA-102.

(2) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

b. The Construction Phase will commence with the award of the Construction Contract to Contractor.

c. The ARCHITECT shall reproduce five (5) sets of Construction Documents and all progress prints for the DISTRICT's and the DISTRICT's consultant's use at the ARCHITECT's expense.

d. 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 direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not provided by the Laboratory of Record. Upon the DISTRICT's award of a Construction Contract to the Contractor, the ARCHITECT shall obtain the necessary Project Inspection Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work on the PROJECT as it is completed by the Contractor. The ARCHITECT shall verify that the Project Inspector has the appropriate amount of PIC's that are needed for the inspection and completion of the entire PROJECT prior to the commencement of any work by the Contractor on the PROJECT. The ARCHITECT shall provide the Project Inspector, Laboratory of Record and each Special Inspector with a copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of any work on the PROJECT at the ARCHITECT's expense.

e. The ARCHITECT shall meet with the Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

f. The ARCHITECT shall prepare Interim Verified Reports (Form DSA 6-AE)

and submit such Interim Verified Reports to DSA, the Project Inspector and the DISTRICT prior to the Project Inspector's approval and sign off of any of the following sections of the PROJECT's PIC's as applicable:

- (1) Initial Site Work and Foundations Preparation;
- (2) Vertical and Horizontal Framing;
- (3) Appurtenances;
- (4) Finish Site Work and Other Work; (5) Final.

If the ARCHITECT has delegated responsibility for any portion of the PROJECT's design to other engineers, the ARCHITECT shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and the DISTRICT during the course of construction and prior to the Project Inspector's approval and sign off of the above sections of the DSA Form 152 as they relate to the portions of the PROJECT that were delegated to such engineers.

g. The ARCHITECT shall be responsible for reviewing and ensuring, on a monthly basis, that the Contractor is maintaining an up-to-date set of as-built documents which will be furnished to the DISTRICT upon completion. The ARCHITECT shall review the as-built documents prepared by the Contractor on a monthly basis and report whether they appear to be up to date, based upon the ARCHITECT's observations of the PROJECT. If it appears the as-built documents are not being kept up to date by the Contractor, the ARCHITECT shall recommend to the DISTRICT, in writing, an appropriate withholding from the Contractor's monthly payment application to account for the Contractor's failure to maintain such as-built documents.

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

i. The ARCHITECT shall provide general administration of the Construction Documents including, but not limited to, the following:

- (1) Visiting the PROJECT site to maintain such personal contact with the PROJECT as is necessary to assure the ARCHITECT that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so the ARCHITECT can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater) in order to:

- i. Become familiar with, and to keep the DISTRICT informed about, the progress and quality of the portion of the work completed and for the preparation of the weekly written reports the ARCHITECT will prepare and submit to the DISTRICT for its review;

- ii. Become familiar with, and to keep DSA and Project Inspector informed about, the progress and quality of the portion of the work completed and for the preparation of the necessary Interim Verified Reports the ARCHITECT will prepare and submit to DSA and Project Inspector as necessary

for the timely inspection of the PROJECT and for the approval and sign off of each block/section of the PIC's during the course of the PROJECT's construction;

iii. Endeavor to guard against nonconforming work and deficiencies in the work;

iv. Determine if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the approved DSA Construction Documents;

v. Attend weekly on-site construction meetings, and being otherwise available to the DISTRICT and the Project Inspector for site meetings on an "as-needed" basis;

vi. Examine Contractor applications for payment and to issue certificates for payment in amounts approved by the necessary parties; and

vii. Verify, at least monthly, in coordination with the Project Inspector, that all as-built documents are being updated pursuant to the Contract between the DISTRICT and the Contractor.

(2) Making regular reports as may be required by all governmental agencies or authorities having jurisdiction over the PROJECT;

(3) Reviewing schedules and shop drawings for compliance with design;

(4) Approving substitution of materials, equipment, and the laboratory reports thereof for conformance to the DISTRICT's standards subject to DISTRICT knowledge and approval;

(5) Responding to DSA field trip notes;

(6) Preparing Construction Change Documents for approval by DSA;

(7) Preparing Immediate Change Directives as directed by the DISTRICT;

(8) Preparing change orders for written approval by the DISTRICT;

(9) Making Punch List observations when the PROJECT reaches Substantial Completion;

(10) Determining date of Substantial Completion and the date of final completion of the PROJECT;

(11) Providing a color schedule of all materials for the PROJECT for the DISTRICT's review and approval;

(12) Assembling and delivering to the DISTRICT written guarantees, instruction books, diagrams, charts, and as-built documents that will be provided by the Contractor pursuant to the Contract between the DISTRICT and the Contractor;

(13) Issuing the ARCHITECT's Certificate of Substantial Completion, Certificate of Completion and final certificate for payment; and

(14) Providing any other architectural services to fulfill the requirements of the Construction Documents and this AGREEMENT.

j. ARCHITECT shall provide the DISTRICT with written reports, as necessary, to inform the DISTRICT of any problems arising during construction, changes contemplated as a result of each problem, and the progress of work.

k. The ARCHITECT, as part of the ARCHITECT's 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.

l. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

m. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution 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.

n. 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 Construction 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.

o. 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.

p. 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.

q. The ARCHITECT shall prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications, and such modifications therein as may be necessary to meet unanticipated conditions encountered during construction, at no additional cost or expense to the DISTRICT. In addition, 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.

r. The ARCHITECT shall examine, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the ARCHITECT's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for any other reason. 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 DSA approved Construction Documents, that the as-built documents are up to date, and that the Contractor is entitled to payment in the amount certified.

s. The ARCHITECT shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's actions shall not delay the work, but should allow for sufficient time, in the ARCHITECT's professional judgment, to permit adequate review. The ARCHITECT shall ensure that all deferred approval submittals are resolved and approved by DSA prior to incorporation in the PROJECT.

t. After the PROJECT has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") unless otherwise approved by the DISTRICT in writing. The ARCHITECT shall be responsible for preparing each CCD related to the PROJECT and shall determine which changes affect the Structural, Access or Fire & Life Safety (collectively "SAFLS") portions of the PROJECT and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). All CCD-Category A's must be submitted to DSA by the ARCHITECT with all supporting documentation and data and must be approved by DSA before such work can commence on the PROJECT. The ARCHITECT shall obtain the DISTRICT's approval of all CCD-Category A's before they are submitted to DSA for review and approval. All other changes to the DSA approved Construction Documents not involving SAFLS portions of the PROJECT are not required to be submitted to DSA unless DSA specifically requires such changes to be submitted to DSA in the form of a written CCD-Category B (Form DSA 140) inclusive of all supporting documentation and data. Changes that are not determined by the ARCHITECT and/or DSA to require documentation through an approved CCD-Category A/B shall be documented through an alternative CCD form or other document approved by the DISTRICT or required by DSA.

u. The ARCHITECT shall prepare and issue Immediate Change Directives ("ICD") to the Contractor when directed by the DISTRICT to complete the work that is necessary due to the Contractor's failure to complete the PROJECT in accordance with the DSA approved Construction Documents. The ARCHITECT shall provide the Project Inspector with a copy of the ICD and direct the Project Inspector to inspect the work as it is completed in accordance with the ICD.

v. All changes to the DSA approved Construction Documents, whether set forth in a CCD, ICD or any other document approved by the DISTRICT, shall be incorporated into change orders by the ARCHITECT for the DISTRICT's approval. Each change order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Contractor's Contract sum, if any; and (3) the extent of the adjustment in the Contractor's Contract Time, if any. 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 evaluate and make written recommendations regarding Contractor's proposals for possible change orders.

w. The ARCHITECT shall, at the ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on the marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

x. The ARCHITECT shall inspect the PROJECT to determine the date or dates of Substantial Completion and final completion. The ARCHITECT shall 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. In the event the approved schedule for the PROJECT has been exceeded due to the fault of the Contractor, the ARCHITECT shall issue a written notice to the DISTRICT and the Contractor evaluating the cause of the delay(s) and shall advise the DISTRICT and the Contractor of the commencement of liquidated damages under the Contract between the DISTRICT and Contractor.

y. The ARCHITECT shall provide written evaluation of the Contractor's performance under the requirements of the Construction Documents when requested in writing by the DISTRICT. When the ARCHITECT has actual knowledge of any defects, errors, or deficiencies with respect to the Contractor's performance on the PROJECT, the ARCHITECT shall provide the DISTRICT and the Contractor with written notification of such defects, errors, or deficiencies.

z. The ARCHITECT shall:

(1) Review all requests for information ("RFI"), submittals, and substitution requests that are submitted by the Contractor in connection with the PROJECT;

(2) Determine the data criteria required to evaluate requests for substitutions; and

(3) Be responsible for ensuring that all RFI's, submittals and substitution requests by the Contractor are responded to not later than fourteen (14) days, or as soon as the circumstances require. aa. The ARCHITECT shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the County Health Department, the local building departments, local fire departments, the State Chancellor, and DSA, in a timely manner and ensure proper close-out of the PROJECT.

bb. The ARCHITECT shall obtain the DISTRICT's approval of all CCD's immediately following the request for such changes by the Contractor or upon any other circumstances necessitating a change. Furthermore, the ARCHITECT shall maintain a log of all CCD's, ICD's change orders or any other DISTRICT approved form documenting changes to the DSA approved Construction Documents (the "Changes Log"), including status, for the DISTRICT's review and approval. The ARCHITECT shall submit the Changes Log to the DISTRICT with its monthly

invoice. Submission of the Changes Log is a requirement for payments to the ARCHITECT during the course of construction.

cc. 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 Contractor relating to the execution or progress of the work as provided in the Contract between the DISTRICT and the Contractor. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by the ARCHITECT.

dd. 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.

ee. The ARCHITECT shall review the list of minor defects, deficiencies, and/or incomplete items (hereinafter the "Punch List") and the fully executed Verified Report (Form DSA-6) that are submitted to the DISTRICT by the Contractor when the Contractor considers the PROJECT to be Substantially Complete. The ARCHITECT shall inspect the PROJECT, in conjunction with the Contractor, in order to verify the Contractor's Punch List, add any other items to the Punch List and to confirm that Substantial Completion has been reached on the PROJECT. In the event the Contractor does not submit a fully executed Verified Report with its proposed Punch List, the ARCHITECT shall reject the Contractor's Punch List, in writing, as premature. If Substantial Completion of the PROJECT is verified by the ARCHITECT and the required Verified Report has been submitted to the DISTRICT for review, the ARCHITECT shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the PROJECT and final payment, and that all Punch List items must be completed within the duration set forth in the Contract between the DISTRICT and the Contractor. The DISTRICT shall also be notified in writing of all Punch List items identified by the ARCHITECT and the Contractor. The ARCHITECT shall notify the DISTRICT when all Punch List items have been corrected by the Contractor for the DISTRICT's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the DISTRICT and the Contractor, the ARCHITECT shall inform the DISTRICT of such default and provide the DISTRICT with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. For purposes of this AGREEMENT, "Substantial Completion" shall mean the following five (5) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and incomplete items on the Punch List; (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card; (3) all building systems including mechanical, electrical and plumbing are functioning; (4) all other items DSA Form 152 Inspection Card for the Project have been approved and signed off; and (5) the PROJECT is fit for occupancy and its intended use.

ff. Once the ARCHITECT has verified the Substantial Completion of the PROJECT, the ARCHITECT shall issue a Certificate of Substantial Completion to the Contractor and the DISTRICT. Upon the issuance of the Certificate of Substantial Completion, the ARCHITECT shall prepare and submit to DSA, Project Inspector and the DISTRICT a written Verified Report, on Form DSA 6AE, pursuant to Section 4-336 of Title 24 of the California Code

of Regulations. The ARCHITECT shall also submit a signed Verified Report to DSA, Project Inspector and the DISTRICT upon any of the following events:

- (1) Work on the PROJECT is suspended for a period of more than one month;
- (2) The services of the ARCHITECT are terminated for any reason prior to the completion of the PROJECT;
- (3) DSA requests a Verified Report.

gg. The ARCHITECT and its consultants shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Deviation or similar notice(s) issued by the ARCHITECT, Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency or authority, is fully corrected and closed before the ARCHITECT approves any final Punch List by the Contractor. As part of the ARCHITECT's Basic Services under this Section, the ARCHITECT shall direct the applicable Inspectors, Special Inspectors, and/or engineers on the PROJECT to visually verify that each defective, deficient and/or incomplete item of work referenced in each Notice of Deviation have been rectified and closed prior to the approval of the final Punch List and the issuance of any Certificate of Substantial Completion by the ARCHITECT. In the event the ARCHITECT and/or its consultants fail to verify that such work has been corrected by the Contractor before the ARCHITECT approves the final Punch-List and such work has in fact not been corrected, the ARCHITECT shall be responsible for performing all the architectural and/or engineering services necessary, at no additional cost to the DISTRICT, to ensure such open and outstanding items in the Notice(s) of Deviation are addressed accordingly and that all work related to such notices is corrected in a manner acceptable to the DISTRICT and DSA.

30. Project Close-Out

a. Within thirty (30) days after the completion of the PROJECT's construction and the ARCHITECT's receipt of as-built documents from the Contractor, ARCHITECT will review the as-built documents prepared by the Contractor and revise the record drawings and specifications so that they include all material changes made necessary by CCD's, ICD's, change orders, RFI's, change order requests ("COR's"), Bulletins, clarifications as noted by the Contractor in its as-built documents and/or any other DISTRICT approved document which details the changes that were made to the DSA approved Construction Documents. The ARCHITECT shall incorporate such changes into a complete AutoCAD as-built file, in the original, executable, software format, and PDF files, and provide all such documents, including five (5) hard copies, to the DISTRICT at no additional cost. In the event the Contractor fails to provide its as-built documents within 30 days of the PROJECT's completion, the ARCHITECT shall notify the DISTRICT, in writing, of the Contractor's failure and recommend the appropriate withholding from the Contractor's final payment under the Contract with the DISTRICT.

b. The ARCHITECT shall assist the DISTRICT in securing the delivery of any and all applicable documents described in Sections c and d below, to DSA for review prior to issuance of a "Certificate of Completion." The ARCHITECT shall submit all documents prepared by, or in control of, the ARCHITECT to DSA without delay.

c. During the period the PROJECT is under construction, the ARCHITECT shall certify that the following two documents have been submitted to DSA:

- (1) Addenda, deferred approvals and revisions;
- (2) Copies of the Project Inspector's semi-monthly reports;
- (3) Construction deviation notices;
- (4) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT;
- (5) Special inspection reports;
- (6) Construction Change Directives;
- (7) Copies of all the necessary PIC's which have been approved and signed off by the Project Inspector for the submission to and certification by DSA; and
- (8) All other documents required to be submitted to DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in DSA's PR 13-01.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to DSA by the responsible parties. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the delivery of the above documents to DSA.

d. Upon the completion of all construction, including all Punch List items, the ARCHITECT shall assist the DISTRICT in securing the delivery of the following documents to DSA:

- (1) Copy of the Notice of Completion.
- (2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.
- (3) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).
- (4) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (5) Weighmaster's Certificate (if required by approved drawings and specifications).
- (6) Copies of the signature page of all Addenda as approved by DSA.
- (7) Copies of the signature pages of all deferred approvals as approved by DSA.
- (8) Copies of the signature pages of all Revisions as approved by DSA.

(9) Copies of the signature page of all applicable Construction Change Documents as approved by DSA.

(10) Verification by the Project Inspector that all items noted on any “Field Trip Notes” have been corrected.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above items are not promptly submitted to the ARCHITECT and/or the DISTRICT by the responsible parties for submittal to DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents for delivery to DSA.

ARTICLE III - ADDITIONAL ARCHITECT’S SERVICES

1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT’s control (“Additional Services”). The ARCHITECT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may 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 the ARCHITECT;

c. Providing consultation concerning the replacement of work damaged by fire 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 Phase 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 Additional Service subject to prior negotiation and written approval by the DISTRICT;

f. Providing contract administration services after the construction Contract time (including any Governmental Delay Float as addressed in the General Conditions of the Construction Contract with Contractor) has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor, and liquidated damages are collected therefor. 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 BIM documents that exceeds LOD 200; and
- h. 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 the DISTRICT, the 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 therefor 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, and 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 which shall include the Construction Cost budget for the PROJECT. The overall budget shall be based upon the DISTRICT's objectives, schedule, budget constraints, and any other criteria that are provided to the ARCHITECT by the DISTRICT pursuant to Article IV, Section 1, above. The DISTRICT shall approve the Construction Cost budget prepared by the ARCHITECT pursuant to this Section 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 the 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.

6. The DISTRICT shall provide a topographical survey to the ARCHITECT upon request.

ARTICLE V - COST OF CONSTRUCTION

1. During the Schematic Design, Design Development, and Construction Document Phases, the ARCHITECT's estimates of Construction Cost shall be reconciled against the Budget approved by the DISTRICT pursuant to Article IV, Section 2.

2. The PROJECT's "Construction Cost," as used in this AGREEMENT, means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, which includes the total award from the initial construction Contract(s) plus the work covered by approved change orders and/or any alternates approved by the DISTRICT. The Construction Cost shall not include any costs that are not specifically referenced in this Article V, Section 2, as approved costs. Costs excluded from the Construction Cost include, but are not limited to, payments to the ARCHITECT or other DISTRICT consultants, 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 Cost shall be the acceptable estimate of Construction Costs to 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 and proceed with the construction of the PROJECT;

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, Section 2;

d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages 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, Section 6(e), the ARCHITECT, without additional charge, agrees to redesign the PROJECT 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 to in writing by the DISTRICT. Redesign means the 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 prepare and review the ARCHITECT's estimates of Construction Cost at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimates 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 Budget at no additional cost to the DISTRICT. The 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 files, BIM files 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.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications, or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the Construction Costs shall be paid to the ARCHITECT for such reuse. In the event of such reuse or modification of the ARCHITECT's drawings, specification, or other documents by any person, firm, or legal entity, the DISTRICT agrees to indemnify, defend, and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees accruing to, or resulting from, any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons including, but not limited to, death arising out of such unauthorized use, reuse or modification of the ARCHITECT's drawings, specifications, or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents 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 the 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 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 Additional 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 due 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, Section 4, below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by the DISTRICT upon fourteen (14) days' written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay 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 Additional 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 Section 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 - ACCOUNTING RECORDS OF THE ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to the services performed on this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or his authorized representative at mutually convenient times.

ARTICLE X - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT in an amount not to exceed **FIVE MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS (\$5,950,000)** including **ONE HUNDRED THOUSAND DOLLARS (\$100,000)** design allowance for this agreement as follows:

1. The ARCHITECT's fees for performing Additional Services related to change orders are paid as approved by the DISTRICT's Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated and approved prior to commencing the change order-related services.

2. The ARCHITECT's compensation for performing all the Basic Services required by this AGREEMENT including, but not limited to, those services detailed in Article I and II, shall be as follows:

Schematic Design Phase: No more than 10% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

Design Development Phase: No more than 15% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

Construction Docs Phase: No more than 35% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

DSA Approval Phase: No more than 5% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid upon DSA approval of the PROJECT including incorporation and approval of any back-check comments

Bidding Phase: No more than 2% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

Construction Admin. Phase: No more than 25% of the actual Architect Fee, as determined under Exhibit "A" to this AGREEMENT and the accepted bid, to be paid monthly based on actual level of completion

Project Close-Out Phase: Balance of actual Architect Fee to be paid after the all the requirements set forth in Article II, Section 31 have been completed and the PROJECT is certified by DSA and the Notice of Completion has been recorded.

3. The ARCHITECT and its consultants shall maintain time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the DISTRICT to determine the services provided, and the time spent for each task. The DISTRICT and ARCHITECT may otherwise mutually agree, in writing, on alternative types of information and levels of detail that may be provided by the ARCHITECT and its consultants pursuant to this Article X.

4. The ARCHITECT shall invoice all fees and/or costs monthly for the Basic Services that are provided in accordance with this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. The ARCHITECT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress to completion percentage, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the

DISTRICT's authorization notice for the invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the DISTRICT and include a copy of the DISTRICT's written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. No payments will be made by the DISTRICT to the ARCHITECT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses and no claim by the ARCHITECT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the DISTRICT.

5. 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, Section 2, above, based on the lowest responsive bid price.

6. 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 the prior written approval of the DISTRICT. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

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 all the sets of the Construction Documents and all progress prints; and
- b. Approved agency fees.

2. Approved reimbursable expenses are estimated to be **FIFTEEN THOUSAND DOLLARS (\$15,000)** and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursable Expenses shall not include the following specified items or any other item not specifically identified in Article XI, Section 1 above:

- 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; and
- g. Meetings with Cities, planning officials, fire departments, DSA, State Chancellor or other public agencies.

4. The DISTRICT's prior written authorization is an express condition precedent to any reimbursement to ARCHITECT of such costs and expenses for items not included in Article XI, Section 1 above as an allowable reimbursable expense, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by DISTRICT. Payment for these reimbursable expenses shall be made as set forth in Article X.

ARTICLE XII - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the consultant services necessary to complete the PROJECT including, but not limited to: landscape architects; theater and acoustical consultants; structural, mechanical, electrical and civil engineers; and any other necessary design professionals and/or consultants as determined by the ARCHITECT and acceptable to the DISTRICT. All consultant services shall be provided at the ARCHITECT's sole expense. The ARCHITECT shall be responsible for the coordination and cooperation of all architects, engineers, experts or other consultants employed by the ARCHITECT. The ARCHITECT shall ensure that its engineers and/or other consultants file the required Interim Verified Reports, Verified Report and other documents that are necessary for the PROJECT's timely inspection and close-out as required by the applicable governmental agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, DSA. The ARCHITECT shall ensure that its engineers and consultants observe the construction of the PROJECT during the course of construction, at no additional cost to the DISTRICT, to maintain such personal contact with the PROJECT as is necessary to assure such engineers and consultants that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so such engineers and consultants can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater).

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultants and/or consultant firms proposed for the PROJECT. The ARCHITECT shall notify the DISTRICT of the identity of all design professionals and/or consultants in sufficient time prior to their commencement of services to allow the DISTRICT a reasonable opportunity to review their qualifications and object to their participation on the PROJECT if necessary. The ARCHITECT shall not assign or permit the assignment of any design professionals, engineers, or other consultants to the PROJECT to which DISTRICT has a reasonable objection. Approved design professionals and/or consultants shall not be changed without the prior written consent of the DISTRICT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any consultants employed by the ARCHITECTS 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 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 the PROJECT by the 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 condition 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 the 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; and

b. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (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. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all

claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, 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. Any costs to defend under this Section b shall not exceed the ARCHITECT's proportionate percentage of fault; and

c. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from 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. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against

the DISTRICT, and such fees and costs shall not exceed the ARCHITECT's proportionate percentage of fault.

d. The PARTIES understand and agree that Article XIII, Section 2, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the ARCHITECT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.

e. Any attempt to limit the ARCHITECT's liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

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 subconsultant, 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 TWO MILLION DOLLARS (\$2,000,000.00) 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 TWO MILLION DOLLARS (\$2,000,000.00) 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. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. 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, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required under Article XIII, Section 3(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; 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 not 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, the ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the ARCHITECT fails to secure or maintain any policy of insurance required hereby, the 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 the ARCHITECT subcontracts any portion of the ARCHITECT's duties, the ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII, Sections 3(a), (b), (c) and (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. The ARCHITECT shall not subcontract any portion of the ARCHITECT's duties under this AGREEMENT without the DISTRICT's prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.

g. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the ARCHITECT.

4. The ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. The ARCHITECT understands and agrees that the ARCHITECT and all of the 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 the ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. The 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 employees of the ARCHITECT.

5. Notices. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service; or (b) U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

DISTRICT:

Riverside Community College District
3801 Market Street
Riverside, CA 92501
Attn: Hussain Agah
Telephone: (951) 222-8871
Facsimile: (951) 222-3588

ARCHITECT:

CannonDesign
Turner Riverwalk 11801 Pierce Street, Suite #200
Riverside, CA 92505
Attn: Brandon Dekker
Telephone: (949) 265-8952
Facsimile: (____) ____-____

6. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using tobacco products (smoking, chewing, etc.) on DISTRICT property at all times.

7. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using profanity on DISTRICT property including, but not limited to, all DISTRICT sites and this prohibition shall include, but is not limited to, all racial, ethnic and/or sexual slurs or comments which could be considered harassment.

8. Appropriate dress by the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, is mandatory. Therefore, tank tops, cut-offs and shorts shall not be allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as set forth above in Section above.

9. 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.

10. 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.

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

12. 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.

13. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorneys' fees.

14. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction

or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

15. The ARCHITECT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

16. This AGREEMENT is not valid, binding, or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board, duly passed and adopted.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:

DISTRICT:

CannonDesign

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

By: _____

Brandon Dekker
Principal
Turner Riverwalk
11801 Pierce Street, Suite #200
Riverside, CA, 92505

Aaron S. Brown
Vice Chancellor
Business & Financial Services

EXHIBIT “A”

**ARCHITECT’S FEE SCHEDULE
(for MVC Library Learning Resource Center Project)**

Riverside Community College District
 Moreno Valley College, Library Learning Resource Center
 RFQ/P NO. 42-24/25-3

June 5, 2025

Architectural/Engineering Services

BASIC SERVICES FEE PROPOSAL

PROJECT PHASE	FEE
1. PRELIMINARY PLANS (SCHEMATIC DESIGN & DESIGN DEVELOPMENT)	\$2,042,250
2. WORKING DRAWINGS	\$2,334,000
<i>a. Construction Documents</i>	\$1,750,500
<i>b. DSA Permit Approval</i>	\$466,800
<i>c. Bidding & Award</i>	\$116,700
3. ARCHITECTURAL AND ENGINEERING OVERSIGHT	\$1,458,750
<i>a. Construction Administration</i>	\$1,167,000
<i>b. Project Closeout</i>	\$291,750
4. REIMBURSABLE	\$15,000
**5. DISTRICT CONTROLLED DESIGN ALLOWANCE	\$100,000
Basic Services TOTAL	\$5,950,000

** Not part of A/E contract

SUPPLEMENTAL SERVICES

	FEE
Library Design Consulting CannonDesign	In Basic Fee \$0
Total Cost of Ownership (TCO) Analysis JLL	In Basic Fee \$0
LEED CannonDesign	LEED only in Basic Fee \$0
Telecom/Data P2S	In Basic Fee \$0
Energy Modeling P2S	In Basic Fee \$0
Photovoltaic (PV) and Battery Energy Storage System (BESS) P2S	In Basic Fee \$0
Acoustics Resonance	In Basic Fee \$0
Furniture/Fixture/Equipment CannonDesign	In Basic Fee \$0
Storm Water Pollution Prevention Plan (SWPPP) Psomas	In Basic Fee \$0
Supplemental Services TOTAL	\$0
Lump Sum TOTAL	\$5,950,000

*** EXCLUSIONS

- Professional Services Fee is based on the scope of work and program outlined in the RFQ/RFP and construction cost at mid-point . If the scope of work, and/or schedule changes, our fees will need to be adjusted.
- Printing hard copies of Design Documents will only be once at the beginning of Construction Administration & for (1) Board Presentation.
- We acknowledge that the architectural/engineering services fee (contract fee) will remain unchanged if the midpoint of construction shifts, such as due to an increase in construction cost. However, the contract fee will be adjusted should the District expand the scope of work.
- The MVC- LLRC will be designed to be Net Zero Ready.



J. Brandon Dekker, DBIA
 Principal in Charge

Turner Riverwalk
 11801 Pierce Street, Suite #200, Riverside, CA 92505

Board of Trustees Regular Meeting (VI.R)

Meeting	June 17, 2025
Agenda Item	Grants, Contracts and Agreements (VI.R)
Subject	Grants, Contracts and Agreements - Architectural Services Agreement with DLR Group for the Library Learning Resource Center & Student Services at Norco College
College/District	Norco College
Funding	State Capital Outlay Funding and Measure CC
Recommended Action	Recommend approving an Architectural Services Agreement with DLR Group for the Library Learning Resource Center & Student Services at Norco College in the not to exceed amount of \$3,998,010.

Background Narrative:

On April 16, 2025, the District issued Request for Qualifications and Proposals (RFQ/P No. 45-24/25-4) to its prequalified pool of architectural firms for the provision of comprehensive architectural and engineering services for the new Library Learning Resource Center & Student Services at Norco College. The RFQ/Ps were evaluated based on the following criteria: 1) statement of qualifications review, 2) firm interview, and 3) fee proposal evaluation.

The District received ten (10) RFQ/P responses. The committee members, consisting of District office and Norco College personnel reviewed and scored each proposal independently in accordance with the RFQ/P requirements and selected the top five (5) firms for interviews. The highest scoring firms were selected to negotiate the best and final fee proposal.

Based on evaluation of the proposals, qualifications, experience, negotiated price and demonstrated competence, it is recommended that DLR Group provide architectural services for the Library Learning Resource Center & Student Services Project at Norco College in the not to exceed amount of \$3,998,010, including design allowance. The term of the agreement is from July 1, 2025 to project completion.

Prepared By: Monica Green, President, Norco College
Michael Collins, Vice President, Business Services, Norco College
Kaneesha Tarrant, Vice President, Student Services, Norco College
Aaron S. Brown, Vice Chancellor, Business and Financial Services
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development
Mehran Mohtasham, Director of Capital Planning, Facilities Planning & Development
Bart Doering, Director of Facilities Development, Facilities Planning & Development

Attachment(s):

[Architectural Services Agreement_NC LLRC & SS_DLR](#)

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 1st day of July in the year 2025 by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT,” and **DLR Group**, 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 the **Norco College Library Learning Resource Center & Student Services Project, RFQ/P No. 45-24/25-4**, hereinafter referred to as the “PROJECT”; 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, ARCHITECT’s employees and ARCHITECT’s consultants, as enumerated in Articles II and III of this AGREEMENT.

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 it will follow the standards of its profession in performing all services under this AGREEMENT.

3. 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 incorporate the requirements set forth in Section 4 below and 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.

4. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than \$21,000, the ARCHITECT shall comply with the requirements set forth in Public Contract Code section 3000, et seq., including signing the required certification.

5. The ARCHITECT has been selected based on ARCHITECT’s knowledge of California public schools and colleges and ARCHITECT’s knowledge of the educational system for funding and construction and is thoroughly familiar with the requirements for state funding, DSA for approvals of plans and specifications, and other requirements that are applicable to a public school project for community college districts.

6. The ARCHITECT shall coordinate its services with the Contractor, Project Inspector, its consultants and other parties to ensure that all requirements under DSA's Inspection Card (Form 152) and any subsequent revisions, supplements or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements and in compliance with the PROJECT schedule. The ARCHITECT and its consultants shall take all action necessary as to not delay progress in meeting any DSA requirements. The ARCHITECT shall meet all requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions, supplements or updates thereto issued or required by DSA. Any references to DSA requirements or forms for the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete the PROJECT. The ARCHITECT's services shall include those described in this AGREEMENT, and include all structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of "Construction Documents" defined as including, but not limited to, the following: The contract between the DISTRICT and the "Contractor" awarded the PROJECT (the "Contract"), general and supplementary conditions of the Contract between the DISTRICT and Contractor, drawings, specifications, Addenda, Revisions and other documents listed in the Contract, and modifications issued after execution of the Contract between the DISTRICT and Contractor.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies (for both on and off-site approvals) and any other entities including, but not limited to, those responsible for electrical, gas, water, sanitary or storm sewer, telephone, cable/TV, antenna-based services (e.g., Dish Network), internet providers, public utilities, the fire department, as well as the County Health Department, State Water Resources Control Board ("SWRCB"), the State Chancellor's Office ("State Chancellor") and DSA. If necessary, the ARCHITECT shall secure preliminary agency approvals and notify the DISTRICT in writing as to the actions the DISTRICT must take to secure formal approvals.

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 assist the DISTRICT in determining the phasing of the PROJECT that will most efficiently and timely complete the PROJECT. This includes phasing the PROJECT's construction and the inspection approval process so Incremental Approvals as required under DSA's Construction Oversight Process Procedure can be obtained during the completion of the PROJECT.

6. 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.

7. The ARCHITECT shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings, or locations.

8. 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.

9. 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 the DISTRICT, including revisions made necessary by adjustments in the DISTRICT's Program or Budget as defined in Article IV.

10. 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. The ARCHITECT shall be prepared to prioritize and prepare a priority list to address critical Program and PROJECT needs as opposed to optional items that may be dropped if there is inadequate Budget for the PROJECT. In the case where there are Budget constraints, the ARCHITECT, shall prepare a priority list of critical programmatic needs and items that may be of lesser priority and review the Program with the DISTRICT.

11. The ARCHITECT shall provide services in connection with the work of a Construction Manager or separate consultants retained by DISTRICT.

12. The ARCHITECT shall provide detailed estimates of the PROJECT's Construction Costs at no additional cost to DISTRICT as further described in Articles V and VI.

13. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment, and labor.

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

15. 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.

16. To the extent the ARCHITECT is not familiar or does not have experience with any materials or systems designed for the PROJECT, the ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities, such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.

17. 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, and floor coverings. All such manufactured items shall be standardized to the 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.

18. 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 the DISTRICT

with a certification that all materials used in the construction of any school or college building are free from any asbestos-containing building materials (“ACBM’s”). ARCHITECT shall include statements in the PROJECT’s specifications that materials containing ACBM’s shall not to be included or incorporated into the PROJECT. The ARCHITECT shall incorporate requirements into the PROJECT’s specifications that indicate the above certification shall be part of the Contractor’s final PROJECT submittal to the DISTRICT.

19. 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.

20. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings. The ARCHITECT shall be prepared to address concept and programmatic requirements for the PROJECT in such presentations, public hearings and public meetings. In addition, the ARCHITECT shall attend and assist in legal proceedings that arise from the errors or omissions of the ARCHITECT.

21. 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.

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

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

24. The ARCHITECT shall commit the same PROJECT representatives from the commencement of services under this AGREEMENT through the completion of the Project CloseOut Phase. Any change in staff will require the written approval of the DISTRICT.

25. Schematic Design Phase

a. The ARCHITECT shall meet with the DISTRICT to understand and verify the DISTRICT’s requirements for its Program. In the cases where a Program is furnished to the ARCHITECT by the DISTRICT, the ARCHITECT shall review the DISTRICT’s Program and address if the Program, in the ARCHITECT’s professional opinion, is realistic. If there are issues with the Program that has been provided, as part of the Schematic Design Services, ARCHITECT shall rework the Program with the DISTRICT representative and the DISTRICT to establish a priority list of programmatic needs and items that may be within and outside of the DISTRICT’s Budget. Once the Schematic Design, Program and Budget are reconciled with the DISTRICT representative, and the DISTRICT approves the Schematic Design, Program and Budget, the ARCHITECT may then move on to the Design Development Phase.

b. In the cases where the DISTRICT has not established a Program, the ARCHITECT shall work with the DISTRICT to help establish a Program and Budget based on available state funding, available grants, or available funds (in the cases where no funding or grants are available). The ARCHITECT’s familiarity with how projects are funded by the State Chancellor or through grants shall be part of the expertise the DISTRICT is relying upon in conjunction with the ARCHITECT’s experiences with similar projects and programs for the establishment of the DISTRICT’s Program and PROJECT under this AGREEMENT. The ARCHITECT shall not design for a Program or PROJECT that exceeds the DISTRICT’s Budget unless the ARCHITECT

obtains the written consent of the DISTRICT and an agreement that the ARCHITECT is permitted to exceed the available Budget.

c. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings, renderings, programmatic outlines, and other documents illustrating the scale and relationship of the PROJECT's components. These documents shall be prepared with the understanding that Design Development and Construction Documents Phases of this AGREEMENT shall be completed in accordance with the realistic understanding of and adherence to the Schematic Design. The Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations of the State and local governmental agencies and/or authorities having jurisdiction over the PROJECT, including, but not limited to, the State Chancellor, DSA, the County Health Department and the local fire marshal/department, which are required for the final approval of the PROJECT's completed Construction Documents.

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

e. If directed by the DISTRICT at the time of approval of the Schematic Design Documents, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, phased construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Careful attention is directed to DSA requirements for phasing of projects and the likelihood that DSA or other agency approvals may expire during the phases. If there is an expiration and need to obtain additional DSA approvals for future phases, the ARCHITECT shall provide the DISTRICT with a written notification of the PROJECT approvals that may expire due to phasing. Alternate construction schemes made by the DISTRICT subsequent to the Design Development 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.

f. The 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.

g. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.

h. 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.

i. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

26. Design Development Phase (Preliminary Plans)

a. Upon approval by the DISTRICT of the Schematic Design services set forth above, the ARCHITECT shall prepare Design Development Documents based on the Schematic Design and based on the Program that has been approved by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross-sections, and other documents necessary to depict the design of the 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, 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, the State Chancellor, DSA, the County Health Department and the local fire marshal/department.

b. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

c. The ARCHITECT shall perform all 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.

27. Construction Document Phase (Final Plans)

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in an acceptable Building Informational Modeling format, such as Autodesk® Revit® and AutoCAD® Civil 3D®) including, but not limited to, all drawings and specifications for the PROJECT setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable (on and off site) governmental and code requirements including, but not limited to, the requirements of the State Chancellor, DSA, the local fire marshal/department, the County Health Department and any other governmental agency having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done in a minimum of LOD 200, as well as the materials, workmanship, finishes, and equipment required for the completion of the PROJECT. All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.

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, but not limited to, the State Chancellor, DSA, local fire marshal/department, City Design Review, County Health Department, Department of Public Works, and any other governmental agencies or authorities which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental agencies and/or authorities. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due any governmental agencies and/or authorities in order to submit such cost information to the DISTRICT so payments can be prepared by the DISTRICT.

c. The ARCHITECT shall identify all tests and special inspections on the Statement of Structural Tests and Special Inspections (Form DSA 103) that are required for the completion of the PROJECT as designed and submit such DSA 103 to DSA for approval along with all other

Construction Documents. Upon DSA's approval of the Construction Documents, including the approved DSA 103 for the PROJECT, the ARCHITECT shall ensure that a copy of the approved DSA 103 for the PROJECT is provided to the DISTRICT, the Laboratory of Record, each Special Inspector working on the PROJECT, the Project Inspector and the Contractor.

d. When the ARCHITECT is preparing the Construction Documents, the ARCHITECT shall include provisions that require the Contractor to:

(1) Provide the DISTRICT with five (5) complete sets of operation manuals;

(2) Provide adequate training and consultation to DISTRICT personnel in the operation, testing, start-up, adjusting and balancing of mechanical, electrical, heating, air conditioning, and other systems installed by Contractor or its subcontractors; and

(3) Prepare a marked set of prints which indicate the dimensioned location of buried utility lines and which show changes in the work made during construction ("as-built documents"). All as-built documents shall be provided to the DISTRICT in a format approved by the DISTRICT.

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

f. The ARCHITECT shall perform Construction Document Services to keep the PROJECT within all Program scope constraints set by the DISTRICT, as well as approved Budget, unless otherwise modified by written authorization by the DISTRICT.

g. As part of the ARCHITECT's professional services, ARCHITECT has coordinated the drawings on the PROJECT. It is suggested, but not mandatory, that ARCHITECT perform a clash detection review of the final Construction Documents prior to submission to DSA. However, if the CM, or Design Build entity performs a clash check, ARCHITECT shall work with the CM or Design Build entity to perform reasonable clash check resolution meetings and make revisions as necessary prior to DSA submission, during DSA review, and after DSA review (followed by CCD submission or Addenda submission to document any necessary changes).

h. If the estimated PROJECT Construction Cost exceeds the Budget, 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.

28. 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 the necessary bidding information and bidding forms required to bid the PROJECT. The ARCHITECT shall also assist the DISTRICT with the preparation of the Contractor's Contract form, the general conditions, the supplementary

conditions, and all other contract documents necessary to bid the PROJECT and award a complete Contract to the lowest responsible responsive bidder. The DISTRICT will provide the standard general conditions and supplementary conditions that must be incorporated into the Contract with the Contractor. The ARCHITECT shall review the general conditions, supplementary conditions, and all other contract documents provided by the DISTRICT for incorporation into the Contract with the Contractor and shall coordinate such documents with all other Construction Documents that are prepared by the ARCHITECT pursuant to this AGREEMENT. The ARCHITECT's coordination obligations under this Section include, but are not limited to, verifying that any and all bid instructions and requirements set forth in the specifications prepared by the ARCHITECT are also set forth in the Instructions to Bidders and the Bid Form that are distributed to the bidders in connection with the PROJECT. The ARCHITECT shall prepare and sign all written Addendums that are necessary to incorporate changes into the DSA approved Construction Documents prior to the award of the PROJECT. The ARCHITECT shall assist the DISTRICT in distributing all Addendums to each bidder that has obtained a set of the DSA approved Construction Documents. The ARCHITECT shall ensure that all Addendums are submitted to and approved by DSA prior to certification of the PROJECT.

c. The ARCHITECT shall deposit a reproducible set of Construction Documents including, but not limited to, all drawings and specifications for the PROJECT at a reprographics company specified by the DISTRICT for the bid and for printing of additional sets of the DSA approved Construction Documents during the PROJECT. In accordance with the requirements of this Section, the ARCHITECT shall forward all plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files and/or BIM files) prepared by the ARCHITECT or the ARCHITECT's consultants during the course of the PROJECT to the reprographics company specified by the DISTRICT at no additional cost to the DISTRICT. The DISTRICT may request that such documents be delivered to the reprographics company selected by the DISTRICT in CADD, PLOT, TIFF or other format approved by the DISTRICT. In addition, the ARCHITECT shall provide the DISTRICT with a BIM format diskette file with all layers unprotected so the DISTRICT may utilize with a Construction Manager or Design Build entity. It is expressly understood that the release of the underlying BIM documents is for the limited use only for the PROJECT (unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of ARCHITECT. For documentation purposes, one record set of the transmitted documents shall be placed on a CD (or other acceptable electronic media) properly labeled as the record set of documents transmitted to the DISTRICT. Reasonable costs for producing this record document shall be reimbursed to the ARCHITECT and ARCHITECT's consultants. ARCHITECT is also advised to make a record set of clash detection checks to record the clashes that are encountered on the set of documents distributed for future record purposes and this clash detection shall also be placed on the CD. This clash detection document is not a requirement but simply recommended.

d. Upon the DISTRICT's request, the ARCHITECT shall recommend an acceptable plan room, or blueprinting shop, or, in the alternative, ARCHITECT shall print the necessary bidding information, Contract forms, general conditions, supplementary general conditions and all other Construction Documents necessary to bid the PROJECT and award a complete Contract to a successful bidder and shall deliver/distribute such printed copies to all interested bidders.

e. The ARCHITECT shall make subsequent revisions to drawings,

specifications, and other DSA approved Construction Documents that result from the approval of any substitution request, RFI, or submittal. All Revisions shall be prepared in writing and signed by the ARCHITECT. The ARCHITECT shall ensure that all Revisions are submitted to and approved by DSA prior to certification of the PROJECT.

f. If the lowest bid exceeds the Budget (or if a complete detailed estimate is prepared by a certified professional cost estimator from Construction Documents that are at least 90% completed) 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.

29. Construction Phase

a. Prior to the start of construction, the ARCHITECT shall certify that the following two documents have been submitted to DSA:

(1) Contract Information Form DSA-102.

(2) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

b. The Construction Phase will commence with the award of the Construction Contract to Contractor.

c. The ARCHITECT shall reproduce five (5) sets of Construction Documents and all progress prints for the DISTRICT's and the DISTRICT's consultant's use at the ARCHITECT's expense.

d. 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 direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not provided by the Laboratory of Record. Upon the DISTRICT's award of a Construction Contract to the Contractor, the ARCHITECT shall obtain the necessary Project Inspection Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work on the PROJECT as it is completed by the Contractor. The ARCHITECT shall verify that the Project Inspector has the appropriate amount of PIC's that are needed for the inspection and completion of the entire PROJECT prior to the commencement of any work by the Contractor on the PROJECT. The ARCHITECT shall provide the Project Inspector, Laboratory of Record and each Special Inspector with a copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of any work on the PROJECT at the ARCHITECT's expense.

e. The ARCHITECT shall meet with the Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

f. The ARCHITECT shall prepare Interim Verified Reports (Form DSA 6-AE)

and submit such Interim Verified Reports to DSA, the Project Inspector and the DISTRICT prior to the Project Inspector's approval and sign off of any of the following sections of the PROJECT's PIC's as applicable:

- (1) Initial Site Work and Foundations Preparation;
- (2) Vertical and Horizontal Framing;
- (3) Appurtenances;
- (4) Finish Site Work and Other Work; (5) Final.

If the ARCHITECT has delegated responsibility for any portion of the PROJECT's design to other engineers, the ARCHITECT shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and the DISTRICT during the course of construction and prior to the Project Inspector's approval and sign off of the above sections of the DSA Form 152 as they relate to the portions of the PROJECT that were delegated to such engineers.

g. The ARCHITECT shall be responsible for reviewing and ensuring, on a monthly basis, that the Contractor is maintaining an up-to-date set of as-built documents which will be furnished to the DISTRICT upon completion. The ARCHITECT shall review the as-built documents prepared by the Contractor on a monthly basis and report whether they appear to be up to date, based upon the ARCHITECT's observations of the PROJECT. If it appears the as-built documents are not being kept up to date by the Contractor, the ARCHITECT shall recommend to the DISTRICT, in writing, an appropriate withholding from the Contractor's monthly payment application to account for the Contractor's failure to maintain such as-built documents.

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

i. The ARCHITECT shall provide general administration of the Construction Documents including, but not limited to, the following:

- (1) Visiting the PROJECT site to maintain such personal contact with the PROJECT as is necessary to assure the ARCHITECT that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so the ARCHITECT can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater) in order to:

- i. Become familiar with, and to keep the DISTRICT informed about, the progress and quality of the portion of the work completed and for the preparation of the weekly written reports the ARCHITECT will prepare and submit to the DISTRICT for its review;

- ii. Become familiar with, and to keep DSA and Project Inspector informed about, the progress and quality of the portion of the work completed and for the preparation of the necessary Interim Verified Reports the ARCHITECT will prepare and submit to DSA and Project Inspector as necessary

for the timely inspection of the PROJECT and for the approval and sign off of each block/section of the PIC's during the course of the PROJECT's construction;

iii. Endeavor to guard against nonconforming work and deficiencies in the work;

iv. Determine if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the approved DSA Construction Documents;

v. Attend weekly on-site construction meetings, and being otherwise available to the DISTRICT and the Project Inspector for site meetings on an "as-needed" basis;

vi. Examine Contractor applications for payment and to issue certificates for payment in amounts approved by the necessary parties; and

vii. Verify, at least monthly, in coordination with the Project Inspector, that all as-built documents are being updated pursuant to the Contract between the DISTRICT and the Contractor.

(2) Making regular reports as may be required by all governmental agencies or authorities having jurisdiction over the PROJECT;

(3) Reviewing schedules and shop drawings for compliance with design;

(4) Approving substitution of materials, equipment, and the laboratory reports thereof for conformance to the DISTRICT's standards subject to DISTRICT knowledge and approval;

(5) Responding to DSA field trip notes;

(6) Preparing Construction Change Documents for approval by DSA;

(7) Preparing Immediate Change Directives as directed by the DISTRICT;

(8) Preparing change orders for written approval by the DISTRICT;

(9) Making Punch List observations when the PROJECT reaches Substantial Completion;

(10) Determining date of Substantial Completion and the date of final completion of the PROJECT;

(11) Providing a color schedule of all materials for the PROJECT for the DISTRICT's review and approval;

(12) Assembling and delivering to the DISTRICT written guarantees, instruction books, diagrams, charts, and as-built documents that will be provided by the Contractor pursuant to the Contract between the DISTRICT and the Contractor;

(13) Issuing the ARCHITECT's Certificate of Substantial Completion, Certificate of Completion and final certificate for payment; and

(14) Providing any other architectural services to fulfill the requirements of the Construction Documents and this AGREEMENT.

j. ARCHITECT shall provide the DISTRICT with written reports, as necessary, to inform the DISTRICT of any problems arising during construction, changes contemplated as a result of each problem, and the progress of work.

k. The ARCHITECT, as part of the ARCHITECT's 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.

l. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

m. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution 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.

n. 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 Construction 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.

o. 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.

p. 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.

q. The ARCHITECT shall prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications, and such modifications therein as may be necessary to meet unanticipated conditions encountered during construction, at no additional cost or expense to the DISTRICT. In addition, 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.

r. The ARCHITECT shall examine, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the ARCHITECT's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for any other reason. 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 DSA approved Construction Documents, that the as-built documents are up to date, and that the Contractor is entitled to payment in the amount certified.

s. The ARCHITECT shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's actions shall not delay the work, but should allow for sufficient time, in the ARCHITECT's professional judgment, to permit adequate review. The ARCHITECT shall ensure that all deferred approval submittals are resolved and approved by DSA prior to incorporation in the PROJECT.

t. After the PROJECT has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") unless otherwise approved by the DISTRICT in writing. The ARCHITECT shall be responsible for preparing each CCD related to the PROJECT and shall determine which changes affect the Structural, Access or Fire & Life Safety (collectively "SAFLS") portions of the PROJECT and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). All CCD-Category A's must be submitted to DSA by the ARCHITECT with all supporting documentation and data and must be approved by DSA before such work can commence on the PROJECT. The ARCHITECT shall obtain the DISTRICT's approval of all CCD-Category A's before they are submitted to DSA for review and approval. All other changes to the DSA approved Construction Documents not involving SAFLS portions of the PROJECT are not required to be submitted to DSA unless DSA specifically requires such changes to be submitted to DSA in the form of a written CCD-Category B (Form DSA 140) inclusive of all supporting documentation and data. Changes that are not determined by the ARCHITECT and/or DSA to require documentation through an approved CCD-Category A/B shall be documented through an alternative CCD form or other document approved by the DISTRICT or required by DSA.

u. The ARCHITECT shall prepare and issue Immediate Change Directives ("ICD") to the Contractor when directed by the DISTRICT to complete the work that is necessary due to the Contractor's failure to complete the PROJECT in accordance with the DSA approved Construction Documents. The ARCHITECT shall provide the Project Inspector with a copy of the ICD and direct the Project Inspector to inspect the work as it is completed in accordance with the ICD.

v. All changes to the DSA approved Construction Documents, whether set forth in a CCD, ICD or any other document approved by the DISTRICT, shall be incorporated into change orders by the ARCHITECT for the DISTRICT's approval. Each change order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Contractor's Contract sum, if any; and (3) the extent of the adjustment in the Contractor's Contract Time, if any. 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 evaluate and make written recommendations regarding Contractor's proposals for possible change orders.

w. The ARCHITECT shall, at the ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on the marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

x. The ARCHITECT shall inspect the PROJECT to determine the date or dates of Substantial Completion and final completion. The ARCHITECT shall 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. In the event the approved schedule for the PROJECT has been exceeded due to the fault of the Contractor, the ARCHITECT shall issue a written notice to the DISTRICT and the Contractor evaluating the cause of the delay(s) and shall advise the DISTRICT and the Contractor of the commencement of liquidated damages under the Contract between the DISTRICT and Contractor.

y. The ARCHITECT shall provide written evaluation of the Contractor's performance under the requirements of the Construction Documents when requested in writing by the DISTRICT. When the ARCHITECT has actual knowledge of any defects, errors, or deficiencies with respect to the Contractor's performance on the PROJECT, the ARCHITECT shall provide the DISTRICT and the Contractor with written notification of such defects, errors, or deficiencies.

z. The ARCHITECT shall:

(1) Review all requests for information ("RFI"), submittals, and substitution requests that are submitted by the Contractor in connection with the PROJECT;

(2) Determine the data criteria required to evaluate requests for substitutions; and

(3) Be responsible for ensuring that all RFI's, submittals and substitution requests by the Contractor are responded to not later than fourteen (14) days, or as soon as the circumstances require. aa. The ARCHITECT shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the County Health Department, the local building departments, local fire departments, the State Chancellor, and DSA, in a timely manner and ensure proper close-out of the PROJECT.

bb. The ARCHITECT shall obtain the DISTRICT's approval of all CCD's immediately following the request for such changes by the Contractor or upon any other circumstances necessitating a change. Furthermore, the ARCHITECT shall maintain a log of all CCD's, ICD's change orders or any other DISTRICT approved form documenting changes to the DSA approved Construction Documents (the "Changes Log"), including status, for the DISTRICT's review and approval. The ARCHITECT shall submit the Changes Log to the DISTRICT with its monthly

invoice. Submission of the Changes Log is a requirement for payments to the ARCHITECT during the course of construction.

cc. 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 Contractor relating to the execution or progress of the work as provided in the Contract between the DISTRICT and the Contractor. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by the ARCHITECT.

dd. 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.

ee. The ARCHITECT shall review the list of minor defects, deficiencies, and/or incomplete items (hereinafter the "Punch List") and the fully executed Verified Report (Form DSA-6) that are submitted to the DISTRICT by the Contractor when the Contractor considers the PROJECT to be Substantially Complete. The ARCHITECT shall inspect the PROJECT, in conjunction with the Contractor, in order to verify the Contractor's Punch List, add any other items to the Punch List and to confirm that Substantial Completion has been reached on the PROJECT. In the event the Contractor does not submit a fully executed Verified Report with its proposed Punch List, the ARCHITECT shall reject the Contractor's Punch List, in writing, as premature. If Substantial Completion of the PROJECT is verified by the ARCHITECT and the required Verified Report has been submitted to the DISTRICT for review, the ARCHITECT shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the PROJECT and final payment, and that all Punch List items must be completed within the duration set forth in the Contract between the DISTRICT and the Contractor. The DISTRICT shall also be notified in writing of all Punch List items identified by the ARCHITECT and the Contractor. The ARCHITECT shall notify the DISTRICT when all Punch List items have been corrected by the Contractor for the DISTRICT's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the DISTRICT and the Contractor, the ARCHITECT shall inform the DISTRICT of such default and provide the DISTRICT with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. For purposes of this AGREEMENT, "Substantial Completion" shall mean the following five (5) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and incomplete items on the Punch List; (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card; (3) all building systems including mechanical, electrical and plumbing are functioning; (4) all other items DSA Form 152 Inspection Card for the Project have been approved and signed off; and (5) the PROJECT is fit for occupancy and its intended use.

ff. Once the ARCHITECT has verified the Substantial Completion of the PROJECT, the ARCHITECT shall issue a Certificate of Substantial Completion to the Contractor and the DISTRICT. Upon the issuance of the Certificate of Substantial Completion, the ARCHITECT shall prepare and submit to DSA, Project Inspector and the DISTRICT a written Verified Report, on Form DSA 6AE, pursuant to Section 4-336 of Title 24 of the California Code

of Regulations. The ARCHITECT shall also submit a signed Verified Report to DSA, Project Inspector and the DISTRICT upon any of the following events:

- (1) Work on the PROJECT is suspended for a period of more than one month;
- (2) The services of the ARCHITECT are terminated for any reason prior to the completion of the PROJECT;
- (3) DSA requests a Verified Report.

gg. The ARCHITECT and its consultants shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Deviation or similar notice(s) issued by the ARCHITECT, Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency or authority, is fully corrected and closed before the ARCHITECT approves any final Punch List by the Contractor. As part of the ARCHITECT's Basic Services under this Section, the ARCHITECT shall direct the applicable Inspectors, Special Inspectors, and/or engineers on the PROJECT to visually verify that each defective, deficient and/or incomplete item of work referenced in each Notice of Deviation have been rectified and closed prior to the approval of the final Punch List and the issuance of any Certificate of Substantial Completion by the ARCHITECT. In the event the ARCHITECT and/or its consultants fail to verify that such work has been corrected by the Contractor before the ARCHITECT approves the final Punch-List and such work has in fact not been corrected, the ARCHITECT shall be responsible for performing all the architectural and/or engineering services necessary, at no additional cost to the DISTRICT, to ensure such open and outstanding items in the Notice(s) of Deviation are addressed accordingly and that all work related to such notices is corrected in a manner acceptable to the DISTRICT and DSA.

30. Project Close-Out

a. Within thirty (30) days after the completion of the PROJECT's construction and the ARCHITECT's receipt of as-built documents from the Contractor, ARCHITECT will review the as-built documents prepared by the Contractor and revise the record drawings and specifications so that they include all material changes made necessary by CCD's, ICD's, change orders, RFI's, change order requests ("COR's"), Bulletins, clarifications as noted by the Contractor in its as-built documents and/or any other DISTRICT approved document which details the changes that were made to the DSA approved Construction Documents. The ARCHITECT shall incorporate such changes into a complete AutoCAD as-built file, in the original, executable, software format, and PDF files, and provide all such documents, including five (5) hard copies, to the DISTRICT at no additional cost. In the event the Contractor fails to provide its as-built documents within 30 days of the PROJECT's completion, the ARCHITECT shall notify the DISTRICT, in writing, of the Contractor's failure and recommend the appropriate withholding from the Contractor's final payment under the Contract with the DISTRICT.

b. The ARCHITECT shall assist the DISTRICT in securing the delivery of any and all applicable documents described in Sections c and d below, to DSA for review prior to issuance of a "Certificate of Completion." The ARCHITECT shall submit all documents prepared by, or in control of, the ARCHITECT to DSA without delay.

c. During the period the PROJECT is under construction, the ARCHITECT shall certify that the following two documents have been submitted to DSA:

- (1) Addenda, deferred approvals and revisions;
- (2) Copies of the Project Inspector's semi-monthly reports;
- (3) Construction deviation notices;
- (4) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT;
- (5) Special inspection reports;
- (6) Construction Change Directives;
- (7) Copies of all the necessary PIC's which have been approved and signed off by the Project Inspector for the submission to and certification by DSA; and
- (8) All other documents required to be submitted to DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in DSA's PR 13-01.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to DSA by the responsible parties. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the delivery of the above documents to DSA.

d. Upon the completion of all construction, including all Punch List items, the ARCHITECT shall assist the DISTRICT in securing the delivery of the following documents to DSA:

- (1) Copy of the Notice of Completion.
- (2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.
- (3) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).
- (4) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (5) Weighmaster's Certificate (if required by approved drawings and specifications).
- (6) Copies of the signature page of all Addenda as approved by DSA.
- (7) Copies of the signature pages of all deferred approvals as approved by DSA.
- (8) Copies of the signature pages of all Revisions as approved by DSA.

(9) Copies of the signature page of all applicable Construction Change Documents as approved by DSA.

(10) Verification by the Project Inspector that all items noted on any “Field Trip Notes” have been corrected.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above items are not promptly submitted to the ARCHITECT and/or the DISTRICT by the responsible parties for submittal to DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents for delivery to DSA.

ARTICLE III - ADDITIONAL ARCHITECT’S SERVICES

1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT’s control (“Additional Services”). The ARCHITECT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may 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 the ARCHITECT;

c. Providing consultation concerning the replacement of work damaged by fire 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 Phase 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 Additional Service subject to prior negotiation and written approval by the DISTRICT;

f. Providing contract administration services after the construction Contract time (including any Governmental Delay Float as addressed in the General Conditions of the Construction Contract with Contractor) has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor, and liquidated damages are collected therefor. 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 BIM documents that exceeds LOD 200; and
- h. 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 the DISTRICT, the 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 therefor 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, and 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 which shall include the Construction Cost budget for the PROJECT. The overall budget shall be based upon the DISTRICT's objectives, schedule, budget constraints, and any other criteria that are provided to the ARCHITECT by the DISTRICT pursuant to Article IV, Section 1, above. The DISTRICT shall approve the Construction Cost budget prepared by the ARCHITECT pursuant to this Section 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 the 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.

6. The DISTRICT shall provide a topographical survey to the ARCHITECT upon request.

ARTICLE V - COST OF CONSTRUCTION

1. During the Schematic Design, Design Development, and Construction Document Phases, the ARCHITECT's estimates of Construction Cost shall be reconciled against the Budget approved by the DISTRICT pursuant to Article IV, Section 2.

2. The PROJECT's "Construction Cost," as used in this AGREEMENT, means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, which includes the total award from the initial construction Contract(s) plus the work covered by approved change orders and/or any alternates approved by the DISTRICT. The Construction Cost shall not include any costs that are not specifically referenced in this Article V, Section 2, as approved costs. Costs excluded from the Construction Cost include, but are not limited to, payments to the ARCHITECT or other DISTRICT consultants, 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 Cost shall be the acceptable estimate of Construction Costs to 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 and proceed with the construction of the PROJECT;

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, Section 2;

d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages 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, Section 6(e), the ARCHITECT, without additional charge, agrees to redesign the PROJECT 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 to in writing by the DISTRICT. Redesign means the 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 prepare and review the ARCHITECT's estimates of Construction Cost at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimates 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 Budget at no additional cost to the DISTRICT. The 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 files, BIM files 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.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications, or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the Construction Costs shall be paid to the ARCHITECT for such reuse. In the event of such reuse or modification of the ARCHITECT's drawings, specification, or other documents by any person, firm, or legal entity, the DISTRICT agrees to indemnify, defend, and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees accruing to, or resulting from, any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons including, but not limited to, death arising out of such unauthorized use, reuse or modification of the ARCHITECT's drawings, specifications, or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents 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 the 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 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 Additional 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 due 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, Section 4, below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by the DISTRICT upon fourteen (14) days' written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay 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 Additional 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 Section 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 - ACCOUNTING RECORDS OF THE ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to the services performed on this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or his authorized representative at mutually convenient times.

ARTICLE X - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT in an amount not to exceed **THREE MILLION NINE HUNDRED NINETY-EIGHT THOUSAND and TEN DOLLARS (\$3,998,010)** including **ONE HUNDRED THOUSAND DOLLARS (\$100,000)** design allowance for this agreement as follows:

1. The ARCHITECT's fees for performing Additional Services related to change orders are paid as approved by the DISTRICT's Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated and approved prior to commencing the change order-related services.

2. The ARCHITECT's compensation for performing all the Basic Services required by this AGREEMENT including, but not limited to, those services detailed in Article I and II, shall be as follows:

Schematic Design Phase: No more than 10% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

Design Development Phase: No more than 15% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

Construction Docs Phase: No more than 35% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

DSA Approval Phase: No more than 5% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid upon DSA approval of the PROJECT including incorporation and approval of any back-check comments

Bidding Phase: No more than 2% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

Construction Admin. Phase: No more than 25% of the actual Architect Fee, as determined under Exhibit "A" to this AGREEMENT and the accepted bid, to be paid monthly based on actual level of completion

Project Close-Out Phase: Balance of actual Architect Fee to be paid after the all the requirements set forth in Article II, Section 31 have been completed and the PROJECT is certified by DSA and the Notice of Completion has been recorded.

3. The ARCHITECT and its consultants shall maintain time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the DISTRICT to determine the services provided, and the time spent for each task. The DISTRICT and ARCHITECT may otherwise mutually agree, in writing, on alternative types of information and levels of detail that may be provided by the ARCHITECT and its consultants pursuant to this Article X.

4. The ARCHITECT shall invoice all fees and/or costs monthly for the Basic Services that are provided in accordance with this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. The ARCHITECT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress to completion percentage, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the

DISTRICT's authorization notice for the invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the DISTRICT and include a copy of the DISTRICT's written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. No payments will be made by the DISTRICT to the ARCHITECT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses and no claim by the ARCHITECT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the DISTRICT.

5. 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, Section 2, above, based on the lowest responsive bid price.

6. 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 the prior written approval of the DISTRICT. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

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 all the sets of the Construction Documents and all progress prints; and
- b. Approved agency fees.

2. Approved reimbursable expenses are estimated to be **FIFTEEN THOUSAND DOLLARS (\$15,000)** and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursable Expenses shall not include the following specified items or any other item not specifically identified in Article XI, Section 1 above:

- 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; and
- g. Meetings with Cities, planning officials, fire departments, DSA, State Chancellor or other public agencies.

4. The DISTRICT's prior written authorization is an express condition precedent to any reimbursement to ARCHITECT of such costs and expenses for items not included in Article XI, Section 1 above as an allowable reimbursable expense, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by DISTRICT. Payment for these reimbursable expenses shall be made as set forth in Article X.

ARTICLE XII - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the consultant services necessary to complete the PROJECT including, but not limited to: landscape architects; theater and acoustical consultants; structural, mechanical, electrical and civil engineers; and any other necessary design professionals and/or consultants as determined by the ARCHITECT and acceptable to the DISTRICT. All consultant services shall be provided at the ARCHITECT's sole expense. The ARCHITECT shall be responsible for the coordination and cooperation of all architects, engineers, experts or other consultants employed by the ARCHITECT. The ARCHITECT shall ensure that its engineers and/or other consultants file the required Interim Verified Reports, Verified Report and other documents that are necessary for the PROJECT's timely inspection and close-out as required by the applicable governmental agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, DSA. The ARCHITECT shall ensure that its engineers and consultants observe the construction of the PROJECT during the course of construction, at no additional cost to the DISTRICT, to maintain such personal contact with the PROJECT as is necessary to assure such engineers and consultants that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so such engineers and consultants can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater).

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultants and/or consultant firms proposed for the PROJECT. The ARCHITECT shall notify the DISTRICT of the identity of all design professionals and/or consultants in sufficient time prior to their commencement of services to allow the DISTRICT a reasonable opportunity to review their qualifications and object to their participation on the PROJECT if necessary. The ARCHITECT shall not assign or permit the assignment of any design professionals, engineers, or other consultants to the PROJECT to which DISTRICT has a reasonable objection. Approved design professionals and/or consultants shall not be changed without the prior written consent of the DISTRICT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any consultants employed by the ARCHITECTS 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 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 the PROJECT by the 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 condition 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 the 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; and

b. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (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. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all

claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, 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. Any costs to defend under this Section b shall not exceed the ARCHITECT's proportionate percentage of fault; and

c. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from 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. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against

the DISTRICT, and such fees and costs shall not exceed the ARCHITECT's proportionate percentage of fault.

d. The PARTIES understand and agree that Article XIII, Section 2, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the ARCHITECT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.

e. Any attempt to limit the ARCHITECT's liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

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 subconsultant, 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 TWO MILLION DOLLARS (\$2,000,000.00) 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 TWO MILLION DOLLARS (\$2,000,000.00) 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. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. 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, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required under Article XIII, Section 3(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; 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 not 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, the ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the ARCHITECT fails to secure or maintain any policy of insurance required hereby, the 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 the ARCHITECT subcontracts any portion of the ARCHITECT's duties, the ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII, Sections 3(a), (b), (c) and (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. The ARCHITECT shall not subcontract any portion of the ARCHITECT's duties under this AGREEMENT without the DISTRICT's prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.

g. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the ARCHITECT.

4. The ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. The ARCHITECT understands and agrees that the ARCHITECT and all of the 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 the ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. The 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 employees of the ARCHITECT.

5. Notices. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service; or (b) U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

DISTRICT:

Riverside Community College District
3801 Market Street
Riverside, CA 92501
Attn: Hussain Agah
Telephone: (951) 222-8871
Facsimile: (951) 222-3588

ARCHITECT:

DLR Group
3801 University Ave., Suite 600
Riverside, CA 92501
Attn: Leigh Anne Jones
Telephone: (951) 682-0470
Facsimile: (____) ____-____

6. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using tobacco products (smoking, chewing, etc.) on DISTRICT property at all times.

7. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using profanity on DISTRICT property including, but not limited to, all DISTRICT sites and this prohibition shall include, but is not limited to, all racial, ethnic and/or sexual slurs or comments which could be considered harassment.

8. Appropriate dress by the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, is mandatory. Therefore, tank tops, cut-offs and shorts shall not be allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as set forth above in Section above.

9. 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.

10. 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.

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

12. 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.

13. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorneys' fees.

14. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction

or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

15. The ARCHITECT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

16. This AGREEMENT is not valid, binding, or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board, duly passed and adopted.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:

DISTRICT:

DLR

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

By: _____

Leigh Anne Jones
Principal
3801 University Ave., Suite 600
Riverside, CA, 92501

Aaron S. Brown
Vice Chancellor
Business & Financial Services

EXHIBIT “A”

**ARCHITECT’S FEE SCHEDULE
(for NC Library Learning Resource Center & Student Services Project)**



DLR Group inc.

a California corporation

3801 University Avenue, Suite 600
Riverside, CA 92501

June 5, 2025

Riverside Community College District
3801 Market Street
Riverside, CA 92501

Re: Project Name: LIBRARY LEARNING RESOURCE CENTER & STUDENT SERVICES AT NORCO COLLEGE
Project No.: RFQ/P NO. 45-24/25-4

Dear Mehran:

Per your request, proposal for the Norco College LLRC + SS.

Section II: Project Fee Proposal

Updated 05/30/25

DLR Group's fee proposal is based on the Scope of Work, construction cost at mid-point of construction, and project schedule outlined in the RFQ/P, as well as Addendum 1. If the scope of work and/or schedule changes due to scope change by the district, our fees may need to be adjusted.

PROJECT FEE SUMMARY

Project Phase	Fees
1. Preliminary Plans (Schematic Design & Design Development)	\$1,043,270
2. Working Drawings	<u>\$1,634,890</u>
A. Construction Documents	\$1,362,125
B. DSA Permit/Approval	\$194,590
C. Bidding & Award	\$78,175
3. Architectural & Engineering Oversight	<u>\$1,204,850</u>
A. Construction Administration	\$927,250
B. Project Close-Out	\$277,600
4. Reimbursables	\$15,000
5. District Controlled Design Allowance	\$100,000
Total Fee	\$3,998,010

Sincerely,
DLR Group

Leigh Anne Jones, AIA, LEED AP BD&C
Principal

ELEVATE *the*
HUMAN EXPERIENCE
THROUGH DESIGN

Board of Trustees Regular Meeting (VI.S)

Meeting	June 17, 2025
Agenda Item	Grants, Contracts and Agreements (VI.S)
Subject	Grants, Contracts and Agreements - Consultant Services Agreement with Gafcon PM-CM LLC for Measure CC Program Management Support & Advisory Services
College/District	District
Funding	Measure CC and State Capital Outlay Funding
Recommended Action	Recommend approving consultant services agreement with Gafcon PM-CM LLC in the total amount of \$4,198,648.

Background Narrative:

On March 26, 2025, the District issued Request for Qualifications and Proposals (RFQ/P No. 35-24/25-6) via public advertisement, seeking qualified consultants with expertise in providing specialized staffing support and advisory services to assist the District with effectively managing concurrent Measure CC projects and large-scale planning initiatives.

Under the direction of the District's Facilities Planning & Development team, the consultant will provide a range of concurrent tasks, including program administration and support; planning, design, and pre-construction services; procurement strategy and contract administration; program controls and reporting; and coordination of project and construction management activities.

The RFQ/P requested that participating firms submit their qualifications, relevant experience, project approach, and methodology. The selection process included: (1) review of statements of qualifications; (2) interviews with shortlisted firms; and (3) evaluation and negotiation of fee proposals.

The District received eight (8) responses to the RFQ/P. After the initial review, the top five (5) firms were invited to participate in interviews. Based on the interviews, three (3) firms were selected for a second interview and were required to provide additional materials, including a detailed work plan and a responsibility assignment matrix aligned with the required services and deliverables. The second interview involved a more in-depth evaluation of each firm's team qualifications, commitment, availability, and best and final offer for their proposal.

Based on the evaluation criteria, interview outcomes, and proposal negotiations, it is recommended that the Board of Trustees approve a consultant program management support and advisory services agreement with Gafcon PM-CM, LLC in the not to exceed amount of \$4,198,648. The term of the agreement is from July 1, 2025, through June 30, 2028.

At the sole discretion of the District, and in collaboration with the consulting firm, staffing levels and professional services will be evaluated and adjusted on an annual basis. These adjustments will be informed by actual workload demands, the progress of concurrent projects, prioritized tasks or responsibilities assigned by the District, and the integration of in-house staffing resources.

Prepared By: Aaron S. Brown, Vice Chancellor, Business & Financial Services
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development
Majd Askar, Vice President of Business Services, Moreno Valley College
Michael Collins, Vice President of Business Services, Norco College
Mehran Mohtasham, Director of Capital Planning, Facilities Planning & Development
Bart Doering, Director of Facilities Development, Facilities Planning & Development
Misty Griffin, Director, Business Services

Attachment(s):

[Gafcon Consultant Agreement - Program Management Support & Advisory Services](#)

CONSULTANT SERVICES AGREEMENT

This AGREEMENT is made and entered into this 1st day of July in the year 2025 by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT,” and **GAFCON PM-CM LLC**, hereinafter referred to as “CONSULTANT.” This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the CONSULTANT 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 specialized consultant services (PROGRAM MANAGEMENT SUPPORT AND ADVISORY SERVICES “PgM-SAS”) for the RCCD LOCAL GENERAL OBLIGATION CONSTRUCTION BOND MEASURE CC) RFQ/P NO. 35-24/25-6, hereinafter collectively referred to as the “PROJECT”; and

WHEREAS, CONSULTANT is fully licensed to provide these specialized consultant services in conformity with the laws of the State of California;

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I **SCOPE AND SERVICES AND RESPONSIBILITIES**

1. Services to be Provided by the CONSULTANT. The CONSULTANT shall provide to the DISTRICT on the terms set forth herein all the services articulated in the CONSULTANT’s proposal which is attached hereto and incorporated herein as **EXHIBIT “A”** (the “CONSULTANT’s WORK PLAN”). Where the CONSULTANT’s WORK PLAN consists of a proposal or quote submitted in response to a Request for Proposals (“RFP”) from the DISTRICT, the CONSULTANT’s WORK PLAN shall be considered to include the DISTRICT’s RFP. The DISTRICT and CONSULTANT expressly agree to incorporate the terms and conditions of the DISTRICT’s RFP into this AGREEMENT by this reference and the PARTIES understand that the RFP shall constitute a binding part this AGREEMENT. In the event of a discrepancy, inconsistency, or other difference between the terms of the RFP or the CONSULTANT’s WORK PLAN with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and control.

2. Classification: To the extent it is determined under applicable law that CONSULTANT fails to meet the statutory prerequisites for classification as a professional expert operating under a personal services agreement, CONSULTANT resigns any and all rights and privileges derived from this AGREEMENT and any resulting relationship, which resignation is deemed accepted under such circumstances by the DISTRICT.

3. Contract Term. The effective period of this AGREEMENT is to be July 1, 2025 through June 30, 2028.

4. CONSULTANT’s Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT’s engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.

c. The CONSULTANT will perform its services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The CONSULTANT will furnish, at its expense, those services that are set forth in this AGREEMENT and EXHIBIT "A" and represents that the services set forth in said EXHIBIT are within the technical and professional areas of expertise of the CONSULTANT or any subconsultant the CONSULTANT has engaged or will engage to perform the service(s). The DISTRICT shall request in writing if the DISTRICT desires the CONSULTANT to provide services in addition to, or different from, the services described in EXHIBIT "A". The CONSULTANT shall advise the DISTRICT in writing of any services that, in the CONSULTANT's opinion, lie outside of the technical and professional expertise of the CONSULTANT.

5. CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. Services under this AGREEMENT shall be performed only by competent personnel under this supervision of and/or in the employment of the CONSULTANT. CONSULTANT shall conform to DISTRICT's reasonable requests regarding assignment of personnel. All personnel, including those assigned at DISTRICT's request, shall be supervised by CONSULTANT.

6. CONSULTANT shall not change any of the key personnel without prior written approval by the DISTRICT, unless said personnel cease to be employed by CONSULTANT. In either case, DISTRICT shall be allowed to interview and approve replacement personnel. CONSULTANT agrees that reassignment of any of the listed personnel during the AGREEMENT period shall only be with other professional personnel who have equivalent experience and shall require prior consultation and written approval by the DISTRICT. Any costs associated with reassignment of personnel shall be borne exclusively by CONSULTANT and CONSULTANT shall not charge the DISTRICT for the cost of training or "bringing up to speed" replacement personnel. If any designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT shall immediately remove that person from the PROJECT and provide a temporary replacement. CONSULTANT shall within thirty (30) work days, provide a permanent replacement person acceptable to the DISTRICT. DISTRICT may condition its approval of replacement personnel upon a reasonable transition period wherein new personnel will learn the PROJECT and get "up to speed" at CONSULTANT's cost.

7. CONSULTANT represents that the CONSULTANT has no existing interest and will not acquire any interest, direct or indirect, which would create a conflict of interest in violation of any applicable laws, and that no person having any such interest shall be employed by CONSULTANT.

ARTICLE II

COMPENSATION TO THE CONSULTANT

1. The DISTRICT shall compensate the CONSULTANT as follows:

a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in **EXHIBIT “A”** for the services performed pursuant to this AGREEMENT. In no event shall the total payment to CONSULTANT exceed **FOUR MILLION ONE HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED FORTY-SEVEN DOLLARS (\$4,198,647)** for performing the services required by this AGREEMENT and EXHIBIT “A”.

b. CONSULTANT shall invoice costs monthly, or another periodic basis approved by the DISTRICT, for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the DISTRICT.

c. Except as expressly provided herein, CONSULTANT agrees that no other compensation, fringe benefits, or other remuneration is due to CONSULTANT by the DISTRICT for services rendered under this AGREEMENT. CONSULTANT shall not apply for or receive statutory benefits available to employees of the DISTRICT because CONSULTANT is not an employee of the DISTRICT; rather, CONSULTANT is operating under a personal services agreement pursuant to Education Code section 88003.1(b)(2) and has only the rights defined by this AGREEMENT.

2. The CONSULTANT shall submit one (1) invoice monthly to the DISTRICT for the fees incurred during the billing period and reimbursable expenses (if any). Invoices for fees must reflect the date of the service, identify the individual performing the service, state the hours worked and rate charged, and describe the service performed. Invoices requesting reimbursement for reimbursable expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of the DISTRICT's authorization notice for invoiced item(s). Invoices requesting payment for overtime must reflect straight time and overtime hours being charged, and must include a copy of the DISTRICT's written authorization to incur additional overtime expense. No payments will be made by the DISTRICT to the CONSULTANT for monthly invoices requesting reimbursable expenses or overtime absent the prior written authorization of the DISTRICT. The DISTRICT shall make payment to the CONSULTANT of the approved invoiced amount within forty-five (45) days of the DISTRICT's receipt of the approved invoice.

3. The DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the DISTRICT from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of the CONSULTANT to make payments properly to its employees or subconsultants; or (3) failure of CONSULTANT to perform its services in a timely manner so as to conform to the PROJECT schedule or other time constraints.

ARTICLE III **REIMBURSABLE EXPENSES**

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

a. Approved reproduction of reports and/or other documents otherwise not covered in this AGREEMENT and approved in advance by DISTRICT.

- b. Fees advanced for securing approval of authorities in connection with the services rendered pursuant to this AGREEMENT.
 - c. Express shipping, overnight mail, messenger, courier, or delivery services approved in advance by the DISTRICT.
 - d. Mileage at IRS Rate if site exceeds more than 25 miles from the DISTRICT.
 - e. Out of town travel approved in advance by DISTRICT.
2. Reimbursable expenses are estimated to be **TWENTY-FIVE THOUSAND DOLLARS (\$25,000)**, and this amount shall not be exceeded without the prior written approval of the DISTRICT.

ARTICLE IV **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 CONSULTANT; 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to the CONSULTANT.

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 IV, Paragraph 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon twenty (20) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT 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 CONSULTANT 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 other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT.

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, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT'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. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration. The DISTRICT agrees to pay the CONSULTANT the undisputed amounts due under this AGREEMENT.

6. The PARTIES understand and agree that Article IV of this AGREEMENT shall govern all termination rights and procedures between the PARTIES. Any termination provision that is attached to this AGREEMENT as an Exhibit shall be void and unenforceable between the PARTIES.

ARTICLE V

ADDITIONAL CONSULTANT SERVICES

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in reports 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 such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with PROJECT modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT;

c. If the DISTRICT requests additional shifts to complete the services articulated in **EXHIBIT "A"** where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT and the CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT;

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

ARTICLE VI

ACCOUNTING RECORDS OF THE CONSULTANT

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE VII
REPORTS AND/OR OTHER DOCUMENTS

1. The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT (regardless of medium, format, etc.) shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within five (5) calendar days. Failure to comply with any such written request shall be deemed a material breach of this AGREEMENT.

ARTICLE VIII
INDEMNITY & INSURANCE

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

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

b. General Liability: Liability for damages for (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 CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT 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 consultants who are directly employed by the DISTRICT;

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, 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 services performed by CONSULTANT in accordance with this AGREEMENT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VIII, Paragraphs 1 (a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, 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.

e. The PARTIES understand and agree that Article VIII, Section 1 of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code §2772, governing this AGREEMENT. Any other indemnity that is attached to this AGREEMENT as an Exhibit shall be void and unenforceable between the PARTIES.

f. Any attempt to limit the CONSULTANT's liability to the DISTRICT in an attached Exhibit shall be void and unenforceable between the PARTIES. In no event shall the CONSULTANT's liability be limited to any amount including, but not limited to, the amount of fees received by the CONSULTANT for performing services related to this AGREEMENT.

2. CONSULTANT 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 CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant 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 CONSULTANT 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. Comprehensive 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. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subconsultant to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in Article VIII, Section 2 (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT 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 CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

ARTICLE IX

MISCELLANEOUS

1. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT'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. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

2. 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 CONSULTANT.

3. The DISTRICT and CONSULTANT, 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. CONSULTANT shall not assign this AGREEMENT.

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

5. This AGREEMENT shall not include or incorporate the terms of any general conditions, conditions, master agreement or any other boilerplate terms or form documents prepared by the CONSULTANT. The attachment of any such document to this AGREEMENT as EXHIBIT "A" shall not be interpreted or construed to incorporate such terms into this AGREEMENT unless the DISTRICT approves of such incorporation in a separate writing signed by the DISTRICT. Any reference to such boilerplate terms and conditions in the proposal or quote submitted by the CONSULTANT shall be null and void and have no effect upon this AGREEMENT. Proposals, quotes, statement of qualifications and other similar documents prepared by the CONSULTANT may be incorporated into this AGREEMENT as **EXHIBIT "A"** but such incorporation shall be strictly limited to those portions describing the CONSULTANT's scope of work, rate and price schedule and qualifications.

6. 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 CONSULTANT 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 CONSULTANT.

7. 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. It is expressly understood and agreed that the PARTIES to this AGREEMENT have participated equally, or have had equal opportunity to participate, in the drafting hereof.

8. Time is of the essence with respect to all provisions of this AGREEMENT.

9. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

10. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text

hereof unless otherwise excluded by the terms of this AGREEMENT. In the event that the provisions of any exhibit conflict with the terms of this AGREEMENT, the terms of this AGREEMENT shall control.

11. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

12. Confidentiality. The CONSULTANT shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this AGREEMENT.

13. Severability. If any portion of this AGREEMENT is held as a matter of law to be unenforceable, the remainder of this AGREEMENT shall be enforceable without such provisions.

14. Notices. All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) by U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Paragraph. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

To the DISTRICT:

Riverside Community College District
Attn: Hussain Agah
3801 Market Street, 3rd Floor
Riverside, CA 92501
Telephone: (951) 222-8871
Email: Hussain.Agah@rccd.edu

To the CONSULTANT:

Gafcon PM-CM LLC
Attn: Robin Duveen
10301 Meanley Drive, Suite 225
San Diego, CA 92131
Telephone: (858) 875-0010
Email: rduveen@gafcon.com

15. Tobacco Prohibited. Any tobacco use (smoking, chewing, etc.) by anyone, is prohibited at all times on any DISTRICT property.

16. Profanity on any DISTRICT property is prohibited, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment.

17. Appropriate dress is mandatory. Therefore, tank tops, cut-offs and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated above in Paragraph 16.

18. Images. If applicable, the CONSULTANT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

19. Prevailing Wages. If applicable and required, CONSULTANT shall pay, and shall cause all subconsultants of every tier to pay, not less than the specified prevailing wage rates, to the extent applicable, to all workers employed to perform work or services under this AGREEMENT. CONSULTANT shall fully indemnify and defend the DISTRICT from any claims arising from CONSULTANT's failure to meet and prevailing wage requirements.

20. In accordance with California Education Code section 81655, this AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

GAFCON, INC.

**RIVERSIDE COMMUNITY COLLEGE
DISTRICT**

By _____

By _____

Print Name Robin Duveen

Print Name Aaron S. Brown

Title Co-CEO

Title Vice Chancellor, Business &
Financial Services

Date _____

Date _____

Address Gafcon PM-CM LLC

10301 Meanley Drive, Ste 225

San Diego, CA 92131

Phone (858) 875-0010

Fax _____

Tax ID# _____

Email rduveen@gafcon.com

EXHIBIT “A”

Program Management Support & Advisory Services for RCC Measure CC GAFCON PM-CM LLC, Consultant Services Agreement (RFQ/P No. 35-24/25-6) CONSULTANT’S WORK PLAN, SCOPE OF SERVICES, AND COMPENSATION

The Program Management Support & Advisory Services (PgM-SAS) must include the following relevant experience and basic services:

I. Relevant Experience:

- a. **Architectural & Pre-Construction Expertise:** Experience with the architectural process, project management during design and pre-construction phases, and familiarity with current design technology.
- b. **Value Engineering & Cost Analysis:** Proficiency in value engineering (VE), life-cycle cost analysis (LCCA), and total cost of ownership (TCO) assessments.
- c. **Design Review:** Experience with design and constructability reviews and construction document control.
- d. **Project Delivery Methods:** Knowledge of and experience with alternative project delivery methods.
- e. **Project Management Information Systems (PMIS):** Experience with various PMIS platforms, including implementation and integration across projects.
- f. **Leadership & Communication:** Strong management, leadership, communication, and documentation skills.
- g. **Cost & Schedule Control:** Expertise in cost control methods, price negotiation, scheduling, and project coordination.
- h. **Quality Assurance & Risk Management:** Familiarity with quality control (QC) and quality assurance (QA) methodologies, claims prevention and resolution, and risk analysis and mitigation.
- i. **Construction Market & Procurement Knowledge:** Understanding of evolving construction market conditions, cost escalation, bid climate, and competitive landscape within the region. **Public Contract & Compliance Knowledge:** In-depth knowledge of California Public Contract Codes (PCC), Education Code regulations for procurement and contracts, and compliance with agencies such as DGS, DSA, and DIR.
- j. **Project Task Scoping:** Expertise in developing project scopes of work for various construction services and professional services throughout all phases of project development.
- k. **Construction Expertise:** Experience with construction types, materials, and methods relevant to large-scale educational or public-sector projects.
- l. **Equipment & Systems:** Experience with equipment and systems design and commissioning.
- m. **Project Closeout & Certification:** Ability to manage project closeout and certification processes effectively.

II. Basic Services & Scope Guidelines:

The District has experience in managing and overseeing previous construction bond measures in the past, represented by 2004 Measure C. The District Business & Financial Services and Facilities Planning & Development are structured and will be structured to administer and oversee different tasks for the District local general obligation construction bond program (Measure CC). However, the District is seeking a Program Management Support and Advisory Services to support the district in the following tasks:

- a. **Integrated Planning Management & Decision-Making Process:** This involves identifying,

defining, coordinating, and unifying the actions of various program participants, including college administration, students, staff, maintenance and operations, Information Technology, architects, construction managers, contractors, and consultants. These stakeholders collaborate to achieve the goals set by District and College decision-makers.

- i. Facilities Planning & Development (FPD) is responsible for assessing, making recommendations, reviewing with the District constituents, obtaining approval, and revising the District bond program's standard operating procedures (SOP) as necessary.
 - ii. Program Management Support & Advisory Services (PgM-SAS) is required to assist the District in developing and recommending an overarching Standard Operating Procedure (SOP) and Program Management Plan (PMP) for the District construction bond program, ensuring consistency, efficiency, and seamless integration with the Project Management Information System (PMIS) and overall project workflow.
- b. **Procurement, Contract Management and Administration:** This involves the preparation, administration, and coordination of all bond program procurement activities, including but not limited to requests for qualifications (RFQs), requests for proposals (RFPs), construction services prequalification, competitive negotiations, on-call services, purchase orders, bidding, contract awards, post-award submittals, bid/proposal evaluations, contractor performance, insurance compliance, payment and stop payment notice bond reviews, contract execution, invoice and payment application review, contract audits, and document control management.
- i. Facilities Planning & Development (FPD) is responsible for leading and coordinating construction project procurement efforts in collaboration with the District Purchasing Department for the bond program. This includes procurement related to construction bids, furniture, fixtures, and equipment (FF&E), AV/IT, and services, as well as assessing, refining, and implementing improvements to existing document control management systems.
 - ii. Program Management Support & Advisory Services (PgM-SAS) responsibilities:
 - a. Support the District in developing procurement documents, scopes of work, Requests for Qualifications (RFQs), Requests for Proposals (RFPs), construction services prequalification, competitive negotiation recommendations, and other procurement strategies for different project vendors to align with various project delivery methods.
 - b. Advise the District on various project delivery methods, such as design-build, progressive design-build, and CM@R, for specific projects and new site developments. The goal is to expedite project delivery and minimize risk for the District. This includes training district staff, aid in the preparing of procurement and contract documents, and developing negotiation strategies to enhance project outcomes.
- c. **Planning and Design Management:** It refers to the complete and comprehensive oversight, coordination, and management at the program level of planning and design activities for new and revised College Projects, including, without limitation, third-party professional service providers, existing facility and building systems assessments, building program evaluation, DSA interface, infrastructure program, constructability reviews, value engineering reviews, cost estimating, development and enforcement of District and/or College design standards, development and enforcement of the Owner Project Requirements (OPR), hazardous materials surveys, and achievement of goals related to sustainability and certifications and energy savings, setting the path for Net-Zero Energy campuses, basis of design, utilities incentives, total costs of ownership, pre-

purchases, acquisition and distribution of furniture, fixtures, and equipment, technology requirements, phasing, maintenance and operation, accessibility, utilities relocation and expansion, temporary facilities, development colleges site logistical plans, and related scheduling.

- i. Facilities Planning & Development (FPD) is responsible for the Planning & Design Management services throughout the District's capital improvement plan/ capital outlay program.
- ii. Program Management Support & Advisory Services (PgM-SAS) responsibilities:
 1. Assist the district in developing a comprehensive system at the program level for managing all aspects of the planning and design process in conjunction with, and under the direction of, the District's Facilities Planning & Development Department. The PgM-SAS is expected to develop a realistic comprehensive logistical plan, schedule milestones, and create a budget and management plan to deliver the bond projects for the District.
 2. Assist the District with planning and design services for multiple high priority projects: state funded, secondary effects and other related Infrastructure improvements.
 3. Long-Term Capital Facilities Program's planning initiatives:
 - a. Support the District in updating the Owner Program Requirements (OPR), District Standards, and Colleges Design Guidelines to align with current best practices and project needs.
 - b. Assist in project scoping, procurement, and development of a college-wide Accessibility Transition Plan and Wayfinding Program to enhance campus navigation and ADA compliance.
 - c. Support the District in project scoping, procurement, and development of a college-wide underground mapping and infrastructure program covering IT, water, electric, gas, sewer, stormwater, and other essential systems.
 - d. Assist in project scoping, procurement, and development of college-wide aerial topography mapping and survey to provide accurate site data for future planning and construction projects.
 - e. Support the District in project scoping, procurement, and development of a capital facilities safety and security plan, ensuring best practices in campus safety, emergency preparedness, and security infrastructure
- d. **Program Controls & Reporting:** It refers to document preparation, implementation, and monitoring of a program-wide system of controls. This includes, without limitation, financial documentation such as contracts, purchase orders, change orders, and professional service amendments, cash flow projections, encumbrances, expenditures, and budget reconciliation, fiscal and financial controls and reporting, and the processing and review of accounts payable activities. The Project Control must address the:
 - **Quality Assurance/Quality Control:** It refers to the establishment, implementation, and monitoring of a comprehensive program for ensuring that all aspects of the Bond Program, including, without limitation, program management, project design, project procurement, project construction, and project close-out are administered in a manner that reflects best practices and achievement of specific performance metrics.
 - **Risk Management:** It refers to managing risk through insurance and bonding. This activity includes a process for continuously and proactively anticipating, identifying, tracking, assessing, monitoring, and mitigating risk (e.g., alternate project delivery methods, joint use of facilities, bid strategies) and specific approaches targeted at risks.

- i. Facilities Planning & Development (FPD) is responsible for the overall program controls/reporting, quality assurance and risk program management.
- ii. Program Management Support & Advisory Services (PgM-SAS) responsibilities:
 - 1. Assist the District in developing and administering a comprehensive set of procedures and workflow.
 - 2. Support the District in the planning, acquisition, and implementation of a robust Project Management Information System (PMIS) to enhance workflow, efficiency, and project tracking across all bond-funded initiatives.
- e. **Construction Outreach:** This is aimed at positioning a district as a "client of choice" in a strategic effort to elevate the district's reputation and appeal to contractors, architects, and other service providers. This type of outreach emphasizes creating an environment of trust, transparency, and long-term partnership. It's about ensuring that the district is seen as an attractive and reliable entity to work with, especially when it comes to large-scale construction or renovation projects funded by bond measures in a highly competitive market.
- i. The Facilities Planning & Development (FPD) and Business & Financial Services (BFS) departments lead in driving and managing the outreach efforts for the District's construction bond program.
- ii. Program Management Support & Advisory Services (PgM-SAS) responsibilities:
 - 1. Advise the District on strategies to enhance market competition and attract top-tier firms.
 - 2. Provide recommendations on best practices for engaging with industry professionals.
 - 3. Assist the District in developing outreach initiatives, such as industry networking events, pre-bid conferences, and informational sessions.
 - 4. Identify and mitigate barriers to contractor participation, ensuring an inclusive and competitive bidding process.
- f. **Project or Construction Management (CM) Coordination:** Effective Construction Management (CM) Coordination involves preparing, implementing, and continuously monitoring the performance of Construction Managers to ensure successful project execution.
 - i. Facilities Planning & Development (FPD) is the lead in overseeing and managing the Construction Management (CM) efforts across all bond projects, including the procurement of construction management services.
 - ii. Program Management Support & Advisory Services (PgM-SAS) responsibilities:
 - 1. Assist the District in developing and enforcing a program-wide Construction Management Plan (CMP) that includes: Standardized procedures, workflows, and reporting structures; appropriate forms and templates for efficient project documentation; clear roles and responsibilities for Construction Managers; Performance monitoring to ensure compliance with project timelines, budgets, and quality standards and accountability.
 - 2. Support the District in aligning CM efforts with the overall Project Management Information System (PMIS) and program goals.

**GAFCON PM-CM, LLC's WORKPLAN AND FEE PROPOSAL IS ILLUSTRATED
IN EXHIBIT A-1.**

PROJECT STAFFING REQUIREMENT & FEE PROPOSAL



Anticipated Timeline & Proposed PgM-SAS Staff Memebers	YEAR 1												YEAR 2												YEAR 3												
	2025						2026						2027						2028																		
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Title/Position/Name																																					
Principal-in-Charge [Bryan Benso]*	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	
Associate Program Manager - [Chris Dunne]	168	168	168	168	168	168	168	168	168	168	168	168	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84
Preconstruction/Design Manager 1 - [Mike Clark]	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
Preconstruction/Design Manager 2 - [Carey Demas]	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
Controls & Systems Integrator - [David Sangerhian]	168	168	168	168	168	168	168	168	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84
SVP, Program & Project Mgmt [Heather Skaife]**	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	
Staff Fee per Month	\$132,720	\$132,720	\$132,720	\$132,720	\$132,720	\$132,720	\$132,720	\$116,760	\$116,760	\$116,760	\$116,760	\$100,363	\$100,363	\$100,363	\$100,363	\$100,363	\$100,363	\$100,363	\$100,363	\$100,363	\$100,363	\$100,363	\$100,363	\$103,374	\$103,374	\$103,374	\$103,374	\$103,374	\$103,374	\$103,374	\$103,374	\$103,374	\$103,374	\$103,374	\$103,374	\$103,374	
Cumulative Staff Fee	\$ 132,720	\$ 265,440	\$ 398,160	\$ 530,880	\$ 663,600	\$ 796,320	\$ 929,040	\$1,061,760	\$1,178,520	\$1,295,280	\$1,412,040	\$1,528,800	\$1,629,163	\$1,729,526	\$1,829,890	\$1,930,253	\$2,030,616	\$2,130,979	\$2,231,342	\$2,331,706	\$2,432,069	\$2,532,432	\$2,632,795	\$2,733,158	\$2,836,532	\$2,939,907	\$3,043,281	\$3,146,655	\$3,250,029	\$3,353,403	\$3,456,777	\$3,560,151	\$3,663,525	\$3,766,899	\$3,870,273	\$3,973,648	
Total per Year	\$	1,528,800											\$	1,204,358											\$	1,240,489											

	Proposed Hours	Year 1 Hourly	Year 1 Hourly	Year 1 Hourly	Total Fee
Title/Position/Name					
Principal-in-Charge [Bryan Benso]*	540	\$ -	\$ -	\$ -	\$ -
Associate Program Manager - [Chris Dunne]	4,032	\$ 230.00	\$ 236.90	\$ 244.01	\$ 948,434
Preconstruction/Design Manager 1 - [Mike Clark]	6,048	\$ 185.00	\$ 190.55	\$ 196.27	\$1,152,782
Preconstruction/Design Manager 2 - [Carey Demas]	6,048	\$ 185.00	\$ 190.55	\$ 196.27	\$1,152,782
Controls & Systems Integrator - [David Sangerhian]	3,696	\$ 190.00	\$ 195.70	\$ 201.57	\$ 719,649
SVP, Program & Project Mgmt [Heather Skaife]**	540	\$ -	\$ -	\$ -	\$ -
Staff Fee per Year	20,904				\$3,973,648

Overall Proposed Program Fee Summary	
Year 1	\$ 1,528,800
Year2	\$ 1,204,358
Year 3	\$ 1,240,489
Total Staffing Fee Year 1-3	\$ 3,973,648
Reimbursables	\$ 25,000
Allowance for Additional Support Services - As Need	\$ 200,000
Total Proposed Fee	\$ 4,198,648

Co-CEO, Robin Duveen 6/5/2025

Note: Reduction in Asst. Program Manager and Project Controls Specialist timing assumes internal PMO plan is fully implemented, team is fully trained, and Gafcon-Harris team has shadowed for 90 days for ensured success

Responsibility Assignment Matrix - Narrative Summary


Title/Position/Name	Roles and Responsibilities	RFQP Reference (II.a through II.f)
Principal-in-Charge (PIC) [Bryan Benso]*	<p>The PIC is the corporate point of contact for RCCD and responsible for ensuring that all contractual requirements are met. In addition the PIC will:</p> <ol style="list-style-type: none"> 1. Assist the APM with the development of an SOP and PMP 2. Assist with Outreach efforts to both professional service providers and construction contractors 3. Assist the APM with advising District on project delivery methods and providing training to District staff 4. Perform Quarterly Client Satisfaction reviews with client 	* Not charged
Associate Program Manager (APM) - [Chris Dunne]	<p>The Associate Program Manager is responsible for acting as the District Subject Matter Expert on bond management including coordination of all entities involved in the program. Specific Tasks, Duties, and Responsibilities include:</p> <ol style="list-style-type: none"> 1. Assist the District in the preparation of a SOP, PMP, and CMP. A Communications Plan is a critical element of the PMP 2. Develop presentations on project delivery methods. Recommend delivery methods for each project. Assist in the preparation of required procurement documents based on the delivery method(s) selected by the District. 3. Develop an initial Program Execution Plan including priorities, phasing, budgets, and schedule. Identify early activities (e.g. environmental reviews, hazardous material investigations, approved state funded projects) and prioritize contracts accordingly. Execution Plan will include updating the OPR, a new ADA Wayfinding Plan, utility investigation/ documentation, and aerial topos. 4. Assist the Controls & Systems Integrator with the development, implementation, and training on PMIS and Document Control System 5. Develop reporting requirements and schedule. Ensure that reports are accurate and provided on schedule 6. Develop Key Performance Indicators for all aspects of the program (e.g. procurement, planning, design management, risk management, construction manager performance). Report on KPIs monthly. 7. Develop a On-Boarding process, including training, for all new District and Contractor staff. 8. Assist the District with outreach efforts. 	II.a.i, II.a.ii, II.b.ii, II.c.2, II.e.2, and II.f.ii
Preconstruction/Design Manager 1 - [Mike Clark]	<p>The Preconstruction/ Design Managers are responsible for all preconstruction and design oversight on assigned projects through project close-out. For assigned projects these duties include:</p> <ol style="list-style-type: none"> 1. Verify assumptions in the Program Execution Plan. Modify assumptions as necessary and prepare a Project Management Plan 2. Prepare necessary RFQs/RFPs/Contracts. Assist the District with the RFP/ RFQ process at the appropriate stage for each procurement method. 3. Assist in the onboarding of architects and other professionals including review of District requirements and guidelines 4. Oversee early project activities including environmental reviews, hazardous material investigation remediation, utility investigations, identification of FFE, equipment, and service provider requirements 5. Assist the District in the preparation of a Campus wide Accessibility Transition Plan and Campus wide topographic survey. 6. Coordinate District and Campus participation in design meetings. Ensure all required entities are represented (e.g. IT, Maintenance, FFE providers) 7. Oversee architect and other design professionals. This will include schedule, budget, adherence to programming, regulatory and District standards/ guidelines. 8. Oversee VE, LCCA, LCA and TCO reviews at design milestones. Provide reports for RCCD review and approval 9. Manage coordination with approval entities including DSA 10. Prepare and present design milestone reports to RCCD for approval prior to moving to next design milestone. 11. Hold regular design status meeting with design team. 12. Prepare documentation on each design meeting and any meetings when decisions are made 13. Assist the CM during the construction phase to ensure that any changes to scope are reviewed and approved by the appropriate parties 14. Lead the close out process once projects are complete. This will include DSA and financial close-out 15. Provide Monthly Design Status Reports which will include status of budget, schedule, adherence to regulatory and District requirements, and risks. 	II.c.3a-e, oversee VE, LCCA, LCA, TCO, design and constructability reviews, document control, and cost estimating. Oversee DSA and other agency requirements.
Preconstruction/Design Manager 2 - [Carey Demas]	<p>The Preconstruction/ Design Managers are responsible for all preconstruction and design oversight on assigned projects through project close-out. For assigned projects these duties include:</p> <ol style="list-style-type: none"> 1. Verify assumptions in the Program Execution Plan. Modify assumptions as necessary and prepare a Project Management Plan 2. Prepare necessary RFQs/RFPs/Contracts. Assist the District with the RFP/ RFQ process at the appropriate stage for each procurement method. 3. Assist in the onboarding of architects and other professionals including review of District requirements and guidelines 4. Oversee early project activities including environmental reviews, hazardous material investigation remediation, utility investigations, identification of FFE, equipment, and service provider requirements 5. Assist the District in the preparation of a Campus wide underground mapping and infrastructure program. 6. Coordinate District and Campus participation in design meetings. Ensure all required entities are represented (e.g. IT, Maintenance, FFE providers) 7. Oversee architect and other design professionals. This will include schedule, budget, adherence to programming, regulatory and District standards/ guidelines. 8. Oversee VE, LCCA, LCA and TCO reviews at design milestones. Provide reports for RCCD review and approval 9. Manage coordination with approval entities including DSA 10. Prepare and present design milestone reports to RCCD for approval prior to moving to next design milestone. 11. Hold regular design status meeting with design team. 12. Prepare documentation on each design meeting and any meetings when decisions are made 13. Assist the CM during the construction phase to ensure that any changes to scope are reviewed and approved by the appropriate parties 14. Lead the close out process once projects are complete. This will include DSA and financial close-out 15. Provide Monthly Design Status Reports which will include status of budget, schedule, adherence to regulatory and District requirements, and risks. 	II.c.3a-e, oversee VE, LCCA, LCA, TCO, design and constructability reviews, document control, and cost estimating. Oversee DSA and other agency requirements.
Controls & Systems Integrator - [[David Sangerhian]	<p>The Controls & Systems Integrator will be responsible for overall Programs Controls and Reporting. These duties include serving as a Subject Matter Expert and:</p> <ol style="list-style-type: none"> 1. Assisting the District and APM in developing a comprehensive set of procedures and workflows 2. Support the District in the planning, acquisition, and implementation of a PMIS 3. Provide initial and on-going training on the PMIS system for District staff and consultants/ professionals 4. Assist the District and APM with developing a comprehensive monitoring program of all aspects of the bond program. This will include the ability to report on whether processes are following the required steps, are being done in a timely manner, and are being approved at the appropriate level. 5. Assist the District in the development of Program KPIs and reports 6. Assist the District in developing, implementing, and tracking a Risk Management procedure. This will include the ability to track insurance and bonding. 7. Provide Monthly Reports to the District on overall bond status including budgets, schedules, cash flow, risk management, and project close outs. 8. Provide ad hoc reports as requested. 	II.d.ii.1-2
Other Corporate Support*	<p>Other Corporate Support will include:</p> <ol style="list-style-type: none"> 1. Scheduler - our inhouse scheduler will, with the APM, provide the initial program schedule and monthly updates 2. Estimator - our inhouse estimator will, with the APM, provide the initial project budgets and design phase updates 	* Not charged

Roles & Responsibilities Assignment Matrix (RACI Matrix)



	Year	Year 1					Year 2					Year 3				
Section #	Roles & Responsibilities	PIC	Associate PgM Mgr	Design Manager-1	Design Manager-2	Project Control & System Integrator	PIC	Associate PgM Mgr	Design Manager-1	Design Manager-2	Project Control & System Integrator	PIC	Associate PgM Mgr	Design Manager-1	Design Manager-2	Project Control & System Integrator
II.a.i	PMP and SOPS (team to review & evaluate what District currently has)	A	R	C	C	C	A	R	C	C	C	A	R	C	C	C
II.a.ii	Develop SOPs	A	R	C	C	C	A	R	C	C	C	A	R	C	C	C
II.a.ii	Develop PMP	A	R	C	C	C	A	R	C	C	C	A	R	C	C	C
II.b.ii.a	Support development of procurement documentation inc. SOW, RFQs, RFPs; prequals; negotiations; etc.	A	R	C	C	C	A	R	C	C	C	A	R	C	C	C
II.b.ii.b	Advise District on project delivery methods inc. training district staff; aid in preparing documentation	A	R	C	C	C	A	R	C	C	C	A	R	C	C	C
II.c.ii.1	Assist the District in developing a comprehensive system for managing all aspects of the planning & design process	A	C	R	R	I	A	C	R	R	I	A	C	R	R	I
II.c.ii.2	Assist the District with high-priority project planning & design services inc. state-funded, etc.	A	C	R	R	I	A	C	R	R	I	A	C	R	R	I
II.c.ii.3.a	Support the District in updating OPR standards to align w/best practices & project needs	A	C	R	R	I	A	C	R	R	I	A	C	R	R	I
II.c.ii.3.b	Assist in project scoping, procurement & development of ATP and Wayfinding to enhance campus navigation & ADA compliance	A	C	R	R	I	A	C	R	R	I	A	C	R	R	I
II.c.ii.3.c	Support the District re: underground mapping, infrastructure and other essential systems	A	C	R	R	I	A	C	R	R	I	A	C	R	R	I
II.c.ii.3.d	Support the District re: aerial topography mapping & survey	A	C	R	R	I	A	C	R	R	I	A	C	R	R	I
II.c.ii.3.e	Support the District in project scoping, procurement & development of a capital facilities safety & security	A	C	R	R	I	A	C	R	R	I	A	C	R	R	I
II.d.ii.1	Assist the District in developing and administering a comprehensive set of procedures and workflow	A	C	C	C	R	A	C	C	C	R	A	C	C	C	R
II.d.ii.2	Support the District in the planning, acq. & implementation of the PMIS	A	C	I	I	R	A	C	I	I	R	A	C	I	I	R
II.e.ii.1	Advise the District on strategies to enhance market competition/attract top tier firms (A/Es & GCs)	A	R	C	C	I	A	R	C	C	I	A	R	C	C	I
II.e.ii.2	Provide recommendations on best practices for engaging with industry professionals	A	R	C	C	I	A	R	C	C	I	A	R	C	C	I
II.e.ii.3	Assist the District in developing outreach initiatives	A	R	C	C	I	A	R	C	C	I	A	R	C	C	I
II.e.ii.4	Identify & mitigate barriers to contractor participation	A	R	C	C	I	A	R	C	C	I	A	R	C	C	I
II.f.ii.1	Assist the District in developing & enforcing a program-wide CMP	A	R	C	C	I	A	R	C	C	I	A	R	C	C	I
II.f.ii.2	Support the District in aligning CM efforts with the overall PMIS and program goals	A	R	C	C	C	A	R	C	C	C	A	R	C	C	C

Legend: R = Responsible; A = Accountable; C = Consulted; I = Informed

Board of Trustees Regular Meeting (VI.T)

Meeting	June 17, 2025
Agenda Item	Grants, Contracts and Agreements (VI.T)
Subject	Grants, Contracts and Agreements - Architectural Services Agreement with Westgroup Designs for the Cosmetology Building Project at Riverside City College
College/District	Riverside City College
Funding	State Capital Outlay Funding and Measure CC
Recommended Action	Recommend approving an Architectural Services Agreement with Westgroup Designs for the Cosmetology Building Project at Riverside City College in the not to exceed amount of \$2,700,000.

Background Narrative:

On April 21, 2025, the District issued Request for Qualifications and Proposals (RFQ/P No. 41-24/25-2) to its prequalified pool of architectural firms for architectural and engineering services for the new Cosmetology Building at Riverside City College. The RFQ/Ps were evaluated based on the following criteria: 1) statement of qualifications review, 2) firm interview, and 3) fee proposal evaluation.

The District received nine (9) RFQ/P responses. The committee members, consisting of District office and Riverside City College personnel reviewed and scored each proposal independently in accordance with the RFQ/P requirements and selected the top five (5) architectural firms for interviews. The highest scoring firms were selected to negotiate the best and final fee proposal.

Based on evaluation of the proposals, qualifications, experience, negotiated price and demonstrated competence, it is recommended that Westgroup Designs provide architectural services for the New Cosmetology Building Project at Riverside City College in the not to exceed amount of \$2,700,000, including design allowance. The term of the agreement is from July 1, 2025 to project completion.

Prepared By: Claire Oliveros, President, Riverside City College
Kristine DiMemmo, Vice President, Business Services, Riverside City College
Lynn Wright, Vice President, Academic Affairs, Riverside City College
Aaron S. Brown, Vice Chancellor, Business & Financial Services
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development
Mehran Mohtasham, Director of Capital Planning, Facilities Planning & Development
Bart Doering, Director of Facilities Development, Facilities Planning & Development

Attachment(s):

[Architectural Services Agreement_RCC Cosmetology_Westgroup Designs](#)

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 1st day of July in the year 2025 by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT,” and Westgroup Designs, 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 the **Riverside City College New Cosmetology Building Project, RFQ/P No. 41-24/25-2**, hereinafter referred to as the “PROJECT”; 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, ARCHITECT’s employees and ARCHITECT’s consultants, as enumerated in Articles II and III of this AGREEMENT.

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 it will follow the standards of its profession in performing all services under this AGREEMENT.

3. 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 incorporate the requirements set forth in Section 4 below and 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.

4. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than \$21,000, the ARCHITECT shall comply with the requirements set forth in Public Contract Code section 3000, et seq., including signing the required certification.

5. The ARCHITECT has been selected based on ARCHITECT’s knowledge of California public schools and colleges and ARCHITECT’s knowledge of the educational system for funding and construction and is thoroughly familiar with the requirements for state funding, DSA for approvals of plans and specifications, and other requirements that are applicable to a public school project for community college districts.

6. The ARCHITECT shall coordinate its services with the Contractor, Project Inspector, its consultants and other parties to ensure that all requirements under DSA's Inspection Card (Form 152) and any subsequent revisions, supplements or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements and in compliance with the PROJECT schedule. The ARCHITECT and its consultants shall take all action necessary as to not delay progress in meeting any DSA requirements. The ARCHITECT shall meet all requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions, supplements or updates thereto issued or required by DSA. Any references to DSA requirements or forms for the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete the PROJECT. The ARCHITECT's services shall include those described in this AGREEMENT, and include all structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of "Construction Documents" defined as including, but not limited to, the following: The contract between the DISTRICT and the "Contractor" awarded the PROJECT (the "Contract"), general and supplementary conditions of the Contract between the DISTRICT and Contractor, drawings, specifications, Addenda, Revisions and other documents listed in the Contract, and modifications issued after execution of the Contract between the DISTRICT and Contractor.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies (for both on and off-site approvals) and any other entities including, but not limited to, those responsible for electrical, gas, water, sanitary or storm sewer, telephone, cable/TV, antenna-based services (e.g., Dish Network), internet providers, public utilities, the fire department, as well as the County Health Department, State Water Resources Control Board ("SWRCB"), the State Chancellor's Office ("State Chancellor") and DSA. If necessary, the ARCHITECT shall secure preliminary agency approvals and notify the DISTRICT in writing as to the actions the DISTRICT must take to secure formal approvals.

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 assist the DISTRICT in determining the phasing of the PROJECT that will most efficiently and timely complete the PROJECT. This includes phasing the PROJECT's construction and the inspection approval process so Incremental Approvals as required under DSA's Construction Oversight Process Procedure can be obtained during the completion of the PROJECT.

6. 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.

7. The ARCHITECT shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings, or locations.

8. 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.

9. 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 the DISTRICT, including revisions made necessary by adjustments in the DISTRICT's Program or Budget as defined in Article IV.

10. 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. The ARCHITECT shall be prepared to prioritize and prepare a priority list to address critical Program and PROJECT needs as opposed to optional items that may be dropped if there is inadequate Budget for the PROJECT. In the case where there are Budget constraints, the ARCHITECT, shall prepare a priority list of critical programmatic needs and items that may be of lesser priority and review the Program with the DISTRICT.

11. The ARCHITECT shall provide services in connection with the work of a Construction Manager or separate consultants retained by DISTRICT.

12. The ARCHITECT shall provide detailed estimates of the PROJECT's Construction Costs at no additional cost to DISTRICT as further described in Articles V and VI.

13. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment, and labor.

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

15. 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.

16. To the extent the ARCHITECT is not familiar or does not have experience with any materials or systems designed for the PROJECT, the ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities, such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.

17. 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, and floor coverings. All such manufactured items shall be standardized to the 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.

18. 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 the DISTRICT

with a certification that all materials used in the construction of any school or college building are free from any asbestos-containing building materials (“ACBM’s”). ARCHITECT shall include statements in the PROJECT’s specifications that materials containing ACBM’s shall not to be included or incorporated into the PROJECT. The ARCHITECT shall incorporate requirements into the PROJECT’s specifications that indicate the above certification shall be part of the Contractor’s final PROJECT submittal to the DISTRICT.

19. 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.

20. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings. The ARCHITECT shall be prepared to address concept and programmatic requirements for the PROJECT in such presentations, public hearings and public meetings. In addition, the ARCHITECT shall attend and assist in legal proceedings that arise from the errors or omissions of the ARCHITECT.

21. 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.

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

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

24. The ARCHITECT shall commit the same PROJECT representatives from the commencement of services under this AGREEMENT through the completion of the Project CloseOut Phase. Any change in staff will require the written approval of the DISTRICT.

25. Schematic Design Phase

a. The ARCHITECT shall meet with the DISTRICT to understand and verify the DISTRICT’s requirements for its Program. In the cases where a Program is furnished to the ARCHITECT by the DISTRICT, the ARCHITECT shall review the DISTRICT’s Program and address if the Program, in the ARCHITECT’s professional opinion, is realistic. If there are issues with the Program that has been provided, as part of the Schematic Design Services, ARCHITECT shall rework the Program with the DISTRICT representative and the DISTRICT to establish a priority list of programmatic needs and items that may be within and outside of the DISTRICT’s Budget. Once the Schematic Design, Program and Budget are reconciled with the DISTRICT representative, and the DISTRICT approves the Schematic Design, Program and Budget, the ARCHITECT may then move on to the Design Development Phase.

b. In the cases where the DISTRICT has not established a Program, the ARCHITECT shall work with the DISTRICT to help establish a Program and Budget based on available state funding, available grants, or available funds (in the cases where no funding or grants are available). The ARCHITECT’s familiarity with how projects are funded by the State Chancellor or through grants shall be part of the expertise the DISTRICT is relying upon in conjunction with the ARCHITECT’s experiences with similar projects and programs for the establishment of the DISTRICT’s Program and PROJECT under this AGREEMENT. The ARCHITECT shall not design for a Program or PROJECT that exceeds the DISTRICT’s Budget unless the ARCHITECT

obtains the written consent of the DISTRICT and an agreement that the ARCHITECT is permitted to exceed the available Budget.

c. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings, renderings, programmatic outlines, and other documents illustrating the scale and relationship of the PROJECT's components. These documents shall be prepared with the understanding that Design Development and Construction Documents Phases of this AGREEMENT shall be completed in accordance with the realistic understanding of and adherence to the Schematic Design. The Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations of the State and local governmental agencies and/or authorities having jurisdiction over the PROJECT, including, but not limited to, the State Chancellor, DSA, the County Health Department and the local fire marshal/department, which are required for the final approval of the PROJECT's completed Construction Documents.

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

e. If directed by the DISTRICT at the time of approval of the Schematic Design Documents, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, phased construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Careful attention is directed to DSA requirements for phasing of projects and the likelihood that DSA or other agency approvals may expire during the phases. If there is an expiration and need to obtain additional DSA approvals for future phases, the ARCHITECT shall provide the DISTRICT with a written notification of the PROJECT approvals that may expire due to phasing. Alternate construction schemes made by the DISTRICT subsequent to the Design Development 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.

f. The 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.

g. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.

h. 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.

i. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

26. Design Development Phase (Preliminary Plans)

a. Upon approval by the DISTRICT of the Schematic Design services set forth above, the ARCHITECT shall prepare Design Development Documents based on the Schematic Design and based on the Program that has been approved by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross-sections, and other documents necessary to depict the design of the 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, 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, the State Chancellor, DSA, the County Health Department and the local fire marshal/department.

b. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

c. The ARCHITECT shall perform all 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.

27. Construction Document Phase (Final Plans)

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in an acceptable Building Informational Modeling format, such as Autodesk® Revit® and AutoCAD® Civil 3D®) including, but not limited to, all drawings and specifications for the PROJECT setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable (on and off site) governmental and code requirements including, but not limited to, the requirements of the State Chancellor, DSA, the local fire marshal/department, the County Health Department and any other governmental agency having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done in a minimum of LOD 200, as well as the materials, workmanship, finishes, and equipment required for the completion of the PROJECT. All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.

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, but not limited to, the State Chancellor, DSA, local fire marshal/department, City Design Review, County Health Department, Department of Public Works, and any other governmental agencies or authorities which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental agencies and/or authorities. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due any governmental agencies and/or authorities in order to submit such cost information to the DISTRICT so payments can be prepared by the DISTRICT.

c. The ARCHITECT shall identify all tests and special inspections on the Statement of Structural Tests and Special Inspections (Form DSA 103) that are required for the completion of the PROJECT as designed and submit such DSA 103 to DSA for approval along with all other

Construction Documents. Upon DSA's approval of the Construction Documents, including the approved DSA 103 for the PROJECT, the ARCHITECT shall ensure that a copy of the approved DSA 103 for the PROJECT is provided to the DISTRICT, the Laboratory of Record, each Special Inspector working on the PROJECT, the Project Inspector and the Contractor.

d. When the ARCHITECT is preparing the Construction Documents, the ARCHITECT shall include provisions that require the Contractor to:

(1) Provide the DISTRICT with five (5) complete sets of operation manuals;

(2) Provide adequate training and consultation to DISTRICT personnel in the operation, testing, start-up, adjusting and balancing of mechanical, electrical, heating, air conditioning, and other systems installed by Contractor or its subcontractors; and

(3) Prepare a marked set of prints which indicate the dimensioned location of buried utility lines and which show changes in the work made during construction ("as-built documents"). All as-built documents shall be provided to the DISTRICT in a format approved by the DISTRICT.

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

f. The ARCHITECT shall perform Construction Document Services to keep the PROJECT within all Program scope constraints set by the DISTRICT, as well as approved Budget, unless otherwise modified by written authorization by the DISTRICT.

g. As part of the ARCHITECT's professional services, ARCHITECT has coordinated the drawings on the PROJECT. It is suggested, but not mandatory, that ARCHITECT perform a clash detection review of the final Construction Documents prior to submission to DSA. However, if the CM, or Design Build entity performs a clash check, ARCHITECT shall work with the CM or Design Build entity to perform reasonable clash check resolution meetings and make revisions as necessary prior to DSA submission, during DSA review, and after DSA review (followed by CCD submission or Addenda submission to document any necessary changes).

h. If the estimated PROJECT Construction Cost exceeds the Budget, 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.

28. 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 the necessary bidding information and bidding forms required to bid the PROJECT. The ARCHITECT shall also assist the DISTRICT with the preparation of the Contractor's Contract form, the general conditions, the supplementary

conditions, and all other contract documents necessary to bid the PROJECT and award a complete Contract to the lowest responsible responsive bidder. The DISTRICT will provide the standard general conditions and supplementary conditions that must be incorporated into the Contract with the Contractor. The ARCHITECT shall review the general conditions, supplementary conditions, and all other contract documents provided by the DISTRICT for incorporation into the Contract with the Contractor and shall coordinate such documents with all other Construction Documents that are prepared by the ARCHITECT pursuant to this AGREEMENT. The ARCHITECT's coordination obligations under this Section include, but are not limited to, verifying that any and all bid instructions and requirements set forth in the specifications prepared by the ARCHITECT are also set forth in the Instructions to Bidders and the Bid Form that are distributed to the bidders in connection with the PROJECT. The ARCHITECT shall prepare and sign all written Addendums that are necessary to incorporate changes into the DSA approved Construction Documents prior to the award of the PROJECT. The ARCHITECT shall assist the DISTRICT in distributing all Addendums to each bidder that has obtained a set of the DSA approved Construction Documents. The ARCHITECT shall ensure that all Addendums are submitted to and approved by DSA prior to certification of the PROJECT.

c. The ARCHITECT shall deposit a reproducible set of Construction Documents including, but not limited to, all drawings and specifications for the PROJECT at a reprographics company specified by the DISTRICT for the bid and for printing of additional sets of the DSA approved Construction Documents during the PROJECT. In accordance with the requirements of this Section, the ARCHITECT shall forward all plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files and/or BIM files) prepared by the ARCHITECT or the ARCHITECT's consultants during the course of the PROJECT to the reprographics company specified by the DISTRICT at no additional cost to the DISTRICT. The DISTRICT may request that such documents be delivered to the reprographics company selected by the DISTRICT in CADD, PLOT, TIFF or other format approved by the DISTRICT. In addition, the ARCHITECT shall provide the DISTRICT with a BIM format diskette file with all layers unprotected so the DISTRICT may utilize with a Construction Manager or Design Build entity. It is expressly understood that the release of the underlying BIM documents is for the limited use only for the PROJECT (unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of ARCHITECT. For documentation purposes, one record set of the transmitted documents shall be placed on a CD (or other acceptable electronic media) properly labeled as the record set of documents transmitted to the DISTRICT. Reasonable costs for producing this record document shall be reimbursed to the ARCHITECT and ARCHITECT's consultants. ARCHITECT is also advised to make a record set of clash detection checks to record the clashes that are encountered on the set of documents distributed for future record purposes and this clash detection shall also be placed on the CD. This clash detection document is not a requirement but simply recommended.

d. Upon the DISTRICT's request, the ARCHITECT shall recommend an acceptable plan room, or blueprinting shop, or, in the alternative, ARCHITECT shall print the necessary bidding information, Contract forms, general conditions, supplementary general conditions and all other Construction Documents necessary to bid the PROJECT and award a complete Contract to a successful bidder and shall deliver/distribute such printed copies to all interested bidders.

e. The ARCHITECT shall make subsequent revisions to drawings,

specifications, and other DSA approved Construction Documents that result from the approval of any substitution request, RFI, or submittal. All Revisions shall be prepared in writing and signed by the ARCHITECT. The ARCHITECT shall ensure that all Revisions are submitted to and approved by DSA prior to certification of the PROJECT.

f. If the lowest bid exceeds the Budget (or if a complete detailed estimate is prepared by a certified professional cost estimator from Construction Documents that are at least 90% completed) 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.

29. Construction Phase

a. Prior to the start of construction, the ARCHITECT shall certify that the following two documents have been submitted to DSA:

(1) Contract Information Form DSA-102.

(2) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

b. The Construction Phase will commence with the award of the Construction Contract to Contractor.

c. The ARCHITECT shall reproduce five (5) sets of Construction Documents and all progress prints for the DISTRICT's and the DISTRICT's consultant's use at the ARCHITECT's expense.

d. 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 direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not provided by the Laboratory of Record. Upon the DISTRICT's award of a Construction Contract to the Contractor, the ARCHITECT shall obtain the necessary Project Inspection Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work on the PROJECT as it is completed by the Contractor. The ARCHITECT shall verify that the Project Inspector has the appropriate amount of PIC's that are needed for the inspection and completion of the entire PROJECT prior to the commencement of any work by the Contractor on the PROJECT. The ARCHITECT shall provide the Project Inspector, Laboratory of Record and each Special Inspector with a copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of any work on the PROJECT at the ARCHITECT's expense.

e. The ARCHITECT shall meet with the Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

f. The ARCHITECT shall prepare Interim Verified Reports (Form DSA 6-AE)

and submit such Interim Verified Reports to DSA, the Project Inspector and the DISTRICT prior to the Project Inspector's approval and sign off of any of the following sections of the PROJECT's PIC's as applicable:

- (1) Initial Site Work and Foundations Preparation;
- (2) Vertical and Horizontal Framing;
- (3) Appurtenances;
- (4) Finish Site Work and Other Work; (5) Final.

If the ARCHITECT has delegated responsibility for any portion of the PROJECT's design to other engineers, the ARCHITECT shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and the DISTRICT during the course of construction and prior to the Project Inspector's approval and sign off of the above sections of the DSA Form 152 as they relate to the portions of the PROJECT that were delegated to such engineers.

g. The ARCHITECT shall be responsible for reviewing and ensuring, on a monthly basis, that the Contractor is maintaining an up-to-date set of as-built documents which will be furnished to the DISTRICT upon completion. The ARCHITECT shall review the as-built documents prepared by the Contractor on a monthly basis and report whether they appear to be up to date, based upon the ARCHITECT's observations of the PROJECT. If it appears the as-built documents are not being kept up to date by the Contractor, the ARCHITECT shall recommend to the DISTRICT, in writing, an appropriate withholding from the Contractor's monthly payment application to account for the Contractor's failure to maintain such as-built documents.

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

i. The ARCHITECT shall provide general administration of the Construction Documents including, but not limited to, the following:

- (1) Visiting the PROJECT site to maintain such personal contact with the PROJECT as is necessary to assure the ARCHITECT that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so the ARCHITECT can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater) in order to:

- i. Become familiar with, and to keep the DISTRICT informed about, the progress and quality of the portion of the work completed and for the preparation of the weekly written reports the ARCHITECT will prepare and submit to the DISTRICT for its review;

- ii. Become familiar with, and to keep DSA and Project Inspector informed about, the progress and quality of the portion of the work completed and for the preparation of the necessary Interim Verified Reports the ARCHITECT will prepare and submit to DSA and Project Inspector as necessary

for the timely inspection of the PROJECT and for the approval and sign off of each block/section of the PIC's during the course of the PROJECT's construction;

iii. Endeavor to guard against nonconforming work and deficiencies in the work;

iv. Determine if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the approved DSA Construction Documents;

v. Attend weekly on-site construction meetings, and being otherwise available to the DISTRICT and the Project Inspector for site meetings on an "as-needed" basis;

vi. Examine Contractor applications for payment and to issue certificates for payment in amounts approved by the necessary parties; and

vii. Verify, at least monthly, in coordination with the Project Inspector, that all as-built documents are being updated pursuant to the Contract between the DISTRICT and the Contractor.

(2) Making regular reports as may be required by all governmental agencies or authorities having jurisdiction over the PROJECT;

(3) Reviewing schedules and shop drawings for compliance with design;

(4) Approving substitution of materials, equipment, and the laboratory reports thereof for conformance to the DISTRICT's standards subject to DISTRICT knowledge and approval;

(5) Responding to DSA field trip notes;

(6) Preparing Construction Change Documents for approval by DSA;

(7) Preparing Immediate Change Directives as directed by the DISTRICT;

(8) Preparing change orders for written approval by the DISTRICT;

(9) Making Punch List observations when the PROJECT reaches Substantial Completion;

(10) Determining date of Substantial Completion and the date of final completion of the PROJECT;

(11) Providing a color schedule of all materials for the PROJECT for the DISTRICT's review and approval;

(12) Assembling and delivering to the DISTRICT written guarantees, instruction books, diagrams, charts, and as-built documents that will be provided by the Contractor pursuant to the Contract between the DISTRICT and the Contractor;

(13) Issuing the ARCHITECT's Certificate of Substantial Completion, Certificate of Completion and final certificate for payment; and

(14) Providing any other architectural services to fulfill the requirements of the Construction Documents and this AGREEMENT.

j. ARCHITECT shall provide the DISTRICT with written reports, as necessary, to inform the DISTRICT of any problems arising during construction, changes contemplated as a result of each problem, and the progress of work.

k. The ARCHITECT, as part of the ARCHITECT's 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.

l. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

m. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution 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.

n. 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 Construction 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.

o. 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.

p. 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.

q. The ARCHITECT shall prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications, and such modifications therein as may be necessary to meet unanticipated conditions encountered during construction, at no additional cost or expense to the DISTRICT. In addition, 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.

r. The ARCHITECT shall examine, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the ARCHITECT's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for any other reason. 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 DSA approved Construction Documents, that the as-built documents are up to date, and that the Contractor is entitled to payment in the amount certified.

s. The ARCHITECT shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's actions shall not delay the work, but should allow for sufficient time, in the ARCHITECT's professional judgment, to permit adequate review. The ARCHITECT shall ensure that all deferred approval submittals are resolved and approved by DSA prior to incorporation in the PROJECT.

t. After the PROJECT has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") unless otherwise approved by the DISTRICT in writing. The ARCHITECT shall be responsible for preparing each CCD related to the PROJECT and shall determine which changes affect the Structural, Access or Fire & Life Safety (collectively "SAFLS") portions of the PROJECT and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). All CCD-Category A's must be submitted to DSA by the ARCHITECT with all supporting documentation and data and must be approved by DSA before such work can commence on the PROJECT. The ARCHITECT shall obtain the DISTRICT's approval of all CCD-Category A's before they are submitted to DSA for review and approval. All other changes to the DSA approved Construction Documents not involving SAFLS portions of the PROJECT are not required to be submitted to DSA unless DSA specifically requires such changes to be submitted to DSA in the form of a written CCD-Category B (Form DSA 140) inclusive of all supporting documentation and data. Changes that are not determined by the ARCHITECT and/or DSA to require documentation through an approved CCD-Category A/B shall be documented through an alternative CCD form or other document approved by the DISTRICT or required by DSA.

u. The ARCHITECT shall prepare and issue Immediate Change Directives ("ICD") to the Contractor when directed by the DISTRICT to complete the work that is necessary due to the Contractor's failure to complete the PROJECT in accordance with the DSA approved Construction Documents. The ARCHITECT shall provide the Project Inspector with a copy of the ICD and direct the Project Inspector to inspect the work as it is completed in accordance with the ICD.

v. All changes to the DSA approved Construction Documents, whether set forth in a CCD, ICD or any other document approved by the DISTRICT, shall be incorporated into change orders by the ARCHITECT for the DISTRICT's approval. Each change order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Contractor's Contract sum, if any; and (3) the extent of the adjustment in the Contractor's Contract Time, if any. 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 evaluate and make written recommendations regarding Contractor's proposals for possible change orders.

w. The ARCHITECT shall, at the ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on the marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

x. The ARCHITECT shall inspect the PROJECT to determine the date or dates of Substantial Completion and final completion. The ARCHITECT shall 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. In the event the approved schedule for the PROJECT has been exceeded due to the fault of the Contractor, the ARCHITECT shall issue a written notice to the DISTRICT and the Contractor evaluating the cause of the delay(s) and shall advise the DISTRICT and the Contractor of the commencement of liquidated damages under the Contract between the DISTRICT and Contractor.

y. The ARCHITECT shall provide written evaluation of the Contractor's performance under the requirements of the Construction Documents when requested in writing by the DISTRICT. When the ARCHITECT has actual knowledge of any defects, errors, or deficiencies with respect to the Contractor's performance on the PROJECT, the ARCHITECT shall provide the DISTRICT and the Contractor with written notification of such defects, errors, or deficiencies.

z. The ARCHITECT shall:

(1) Review all requests for information ("RFI"), submittals, and substitution requests that are submitted by the Contractor in connection with the PROJECT;

(2) Determine the data criteria required to evaluate requests for substitutions; and

(3) Be responsible for ensuring that all RFI's, submittals and substitution requests by the Contractor are responded to not later than fourteen (14) days, or as soon as the circumstances require. aa. The ARCHITECT shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the County Health Department, the local building departments, local fire departments, the State Chancellor, and DSA, in a timely manner and ensure proper close-out of the PROJECT.

bb. The ARCHITECT shall obtain the DISTRICT's approval of all CCD's immediately following the request for such changes by the Contractor or upon any other circumstances necessitating a change. Furthermore, the ARCHITECT shall maintain a log of all CCD's, ICD's change orders or any other DISTRICT approved form documenting changes to the DSA approved Construction Documents (the "Changes Log"), including status, for the DISTRICT's review and approval. The ARCHITECT shall submit the Changes Log to the DISTRICT with its monthly

invoice. Submission of the Changes Log is a requirement for payments to the ARCHITECT during the course of construction.

cc. 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 Contractor relating to the execution or progress of the work as provided in the Contract between the DISTRICT and the Contractor. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by the ARCHITECT.

dd. 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.

ee. The ARCHITECT shall review the list of minor defects, deficiencies, and/or incomplete items (hereinafter the "Punch List") and the fully executed Verified Report (Form DSA-6) that are submitted to the DISTRICT by the Contractor when the Contractor considers the PROJECT to be Substantially Complete. The ARCHITECT shall inspect the PROJECT, in conjunction with the Contractor, in order to verify the Contractor's Punch List, add any other items to the Punch List and to confirm that Substantial Completion has been reached on the PROJECT. In the event the Contractor does not submit a fully executed Verified Report with its proposed Punch List, the ARCHITECT shall reject the Contractor's Punch List, in writing, as premature. If Substantial Completion of the PROJECT is verified by the ARCHITECT and the required Verified Report has been submitted to the DISTRICT for review, the ARCHITECT shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the PROJECT and final payment, and that all Punch List items must be completed within the duration set forth in the Contract between the DISTRICT and the Contractor. The DISTRICT shall also be notified in writing of all Punch List items identified by the ARCHITECT and the Contractor. The ARCHITECT shall notify the DISTRICT when all Punch List items have been corrected by the Contractor for the DISTRICT's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the DISTRICT and the Contractor, the ARCHITECT shall inform the DISTRICT of such default and provide the DISTRICT with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. For purposes of this AGREEMENT, "Substantial Completion" shall mean the following five (5) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and incomplete items on the Punch List; (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card; (3) all building systems including mechanical, electrical and plumbing are functioning; (4) all other items DSA Form 152 Inspection Card for the Project have been approved and signed off; and (5) the PROJECT is fit for occupancy and its intended use.

ff. Once the ARCHITECT has verified the Substantial Completion of the PROJECT, the ARCHITECT shall issue a Certificate of Substantial Completion to the Contractor and the DISTRICT. Upon the issuance of the Certificate of Substantial Completion, the ARCHITECT shall prepare and submit to DSA, Project Inspector and the DISTRICT a written Verified Report, on Form DSA 6AE, pursuant to Section 4-336 of Title 24 of the California Code

of Regulations. The ARCHITECT shall also submit a signed Verified Report to DSA, Project Inspector and the DISTRICT upon any of the following events:

- (1) Work on the PROJECT is suspended for a period of more than one month;
- (2) The services of the ARCHITECT are terminated for any reason prior to the completion of the PROJECT;
- (3) DSA requests a Verified Report.

gg. The ARCHITECT and its consultants shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Deviation or similar notice(s) issued by the ARCHITECT, Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency or authority, is fully corrected and closed before the ARCHITECT approves any final Punch List by the Contractor. As part of the ARCHITECT's Basic Services under this Section, the ARCHITECT shall direct the applicable Inspectors, Special Inspectors, and/or engineers on the PROJECT to visually verify that each defective, deficient and/or incomplete item of work referenced in each Notice of Deviation have been rectified and closed prior to the approval of the final Punch List and the issuance of any Certificate of Substantial Completion by the ARCHITECT. In the event the ARCHITECT and/or its consultants fail to verify that such work has been corrected by the Contractor before the ARCHITECT approves the final Punch-List and such work has in fact not been corrected, the ARCHITECT shall be responsible for performing all the architectural and/or engineering services necessary, at no additional cost to the DISTRICT, to ensure such open and outstanding items in the Notice(s) of Deviation are addressed accordingly and that all work related to such notices is corrected in a manner acceptable to the DISTRICT and DSA.

30. Project Close-Out

a. Within thirty (30) days after the completion of the PROJECT's construction and the ARCHITECT's receipt of as-built documents from the Contractor, ARCHITECT will review the as-built documents prepared by the Contractor and revise the record drawings and specifications so that they include all material changes made necessary by CCD's, ICD's, change orders, RFI's, change order requests ("COR's"), Bulletins, clarifications as noted by the Contractor in its as-built documents and/or any other DISTRICT approved document which details the changes that were made to the DSA approved Construction Documents. The ARCHITECT shall incorporate such changes into a complete AutoCAD as-built file, in the original, executable, software format, and PDF files, and provide all such documents, including five (5) hard copies, to the DISTRICT at no additional cost. In the event the Contractor fails to provide its as-built documents within 30 days of the PROJECT's completion, the ARCHITECT shall notify the DISTRICT, in writing, of the Contractor's failure and recommend the appropriate withholding from the Contractor's final payment under the Contract with the DISTRICT.

b. The ARCHITECT shall assist the DISTRICT in securing the delivery of any and all applicable documents described in Sections c and d below, to DSA for review prior to issuance of a "Certificate of Completion." The ARCHITECT shall submit all documents prepared by, or in control of, the ARCHITECT to DSA without delay.

c. During the period the PROJECT is under construction, the ARCHITECT shall certify that the following two documents have been submitted to DSA:

- (1) Addenda, deferred approvals and revisions;
- (2) Copies of the Project Inspector's semi-monthly reports;
- (3) Construction deviation notices;
- (4) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT;
- (5) Special inspection reports;
- (6) Construction Change Directives;
- (7) Copies of all the necessary PIC's which have been approved and signed off by the Project Inspector for the submission to and certification by DSA; and
- (8) All other documents required to be submitted to DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in DSA's PR 13-01.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to DSA by the responsible parties. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the delivery of the above documents to DSA.

d. Upon the completion of all construction, including all Punch List items, the ARCHITECT shall assist the DISTRICT in securing the delivery of the following documents to DSA:

- (1) Copy of the Notice of Completion.
- (2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.
- (3) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).
- (4) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (5) Weighmaster's Certificate (if required by approved drawings and specifications).
- (6) Copies of the signature page of all Addenda as approved by DSA.
- (7) Copies of the signature pages of all deferred approvals as approved by DSA.
- (8) Copies of the signature pages of all Revisions as approved by DSA.

(9) Copies of the signature page of all applicable Construction Change Documents as approved by DSA.

(10) Verification by the Project Inspector that all items noted on any “Field Trip Notes” have been corrected.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above items are not promptly submitted to the ARCHITECT and/or the DISTRICT by the responsible parties for submittal to DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents for delivery to DSA.

ARTICLE III - ADDITIONAL ARCHITECT’S SERVICES

1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT’s control (“Additional Services”). The ARCHITECT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may 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 the ARCHITECT;

c. Providing consultation concerning the replacement of work damaged by fire 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 Phase 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 Additional Service subject to prior negotiation and written approval by the DISTRICT;

f. Providing contract administration services after the construction Contract time (including any Governmental Delay Float as addressed in the General Conditions of the Construction Contract with Contractor) has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor, and liquidated damages are collected therefor. 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 BIM documents that exceeds LOD 200; and
- h. 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 the DISTRICT, the 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 therefor 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, and 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 which shall include the Construction Cost budget for the PROJECT. The overall budget shall be based upon the DISTRICT's objectives, schedule, budget constraints, and any other criteria that are provided to the ARCHITECT by the DISTRICT pursuant to Article IV, Section 1, above. The DISTRICT shall approve the Construction Cost budget prepared by the ARCHITECT pursuant to this Section 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 the 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.

6. The DISTRICT shall provide a topographical survey to the ARCHITECT upon request.

ARTICLE V - COST OF CONSTRUCTION

1. During the Schematic Design, Design Development, and Construction Document Phases, the ARCHITECT's estimates of Construction Cost shall be reconciled against the Budget approved by the DISTRICT pursuant to Article IV, Section 2.

2. The PROJECT's "Construction Cost," as used in this AGREEMENT, means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, which includes the total award from the initial construction Contract(s) plus the work covered by approved change orders and/or any alternates approved by the DISTRICT. The Construction Cost shall not include any costs that are not specifically referenced in this Article V, Section 2, as approved costs. Costs excluded from the Construction Cost include, but are not limited to, payments to the ARCHITECT or other DISTRICT consultants, 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 Cost shall be the acceptable estimate of Construction Costs to 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 and proceed with the construction of the PROJECT;

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, Section 2;

d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages 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, Section 6(e), the ARCHITECT, without additional charge, agrees to redesign the PROJECT 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 to in writing by the DISTRICT. Redesign means the 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 prepare and review the ARCHITECT's estimates of Construction Cost at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimates 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 Budget at no additional cost to the DISTRICT. The 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 files, BIM files 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.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications, or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the Construction Costs shall be paid to the ARCHITECT for such reuse. In the event of such reuse or modification of the ARCHITECT's drawings, specification, or other documents by any person, firm, or legal entity, the DISTRICT agrees to indemnify, defend, and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees accruing to, or resulting from, any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons including, but not limited to, death arising out of such unauthorized use, reuse or modification of the ARCHITECT's drawings, specifications, or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents 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 the 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 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 Additional 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 due 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, Section 4, below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by the DISTRICT upon fourteen (14) days' written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay 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 Additional 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 Section 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 - ACCOUNTING RECORDS OF THE ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to the services performed on this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or his authorized representative at mutually convenient times.

ARTICLE X - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT in an amount not to exceed **TWO MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$2,700,000)** including **EIGHTY THOUSAND DOLLARS (\$80,000)** design allowance for this agreement as follows:

1. The ARCHITECT's fees for performing Additional Services related to change orders are paid as approved by the DISTRICT's Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated and approved prior to commencing the change order-related services.

2. The ARCHITECT's compensation for performing all the Basic Services required by this AGREEMENT including, but not limited to, those services detailed in Article I and II, shall be as follows:

Schematic Design Phase: No more than 10% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

Design Development Phase: No more than 15% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

Construction Docs Phase: No more than 35% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

DSA Approval Phase: No more than 5% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid upon DSA approval of the PROJECT including incorporation and approval of any back-check comments

Bidding Phase: No more than 2% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

Construction Admin. Phase: No more than 25% of the actual Architect Fee, as determined under Exhibit "A" to this AGREEMENT and the accepted bid, to be paid monthly based on actual level of completion

Project Close-Out Phase: Balance of actual Architect Fee to be paid after the all the requirements set forth in Article II, Section 31 have been completed and the PROJECT is certified by DSA and the Notice of Completion has been recorded.

3. The ARCHITECT and its consultants shall maintain time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the DISTRICT to determine the services provided, and the time spent for each task. The DISTRICT and ARCHITECT may otherwise mutually agree, in writing, on alternative types of information and levels of detail that may be provided by the ARCHITECT and its consultants pursuant to this Article X.

4. The ARCHITECT shall invoice all fees and/or costs monthly for the Basic Services that are provided in accordance with this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. The ARCHITECT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress to completion percentage, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the

DISTRICT's authorization notice for the invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the DISTRICT and include a copy of the DISTRICT's written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. No payments will be made by the DISTRICT to the ARCHITECT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses and no claim by the ARCHITECT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the DISTRICT.

5. 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, Section 2, above, based on the lowest responsive bid price.

6. 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 the prior written approval of the DISTRICT. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

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 all the sets of the Construction Documents and all progress prints; and
- b. Approved agency fees.

2. Approved reimbursable expenses are estimated to be **TEN THOUSAND DOLLARS (\$10,000)** and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursable Expenses shall not include the following specified items or any other item not specifically identified in Article XI, Section 1 above:

- 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; and
- g. Meetings with Cities, planning officials, fire departments, DSA, State Chancellor or other public agencies.

4. The DISTRICT's prior written authorization is an express condition precedent to any reimbursement to ARCHITECT of such costs and expenses for items not included in Article XI, Section 1 above as an allowable reimbursable expense, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by DISTRICT. Payment for these reimbursable expenses shall be made as set forth in Article X.

ARTICLE XII - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the consultant services necessary to complete the PROJECT including, but not limited to: landscape architects; theater and acoustical consultants; structural, mechanical, electrical and civil engineers; and any other necessary design professionals and/or consultants as determined by the ARCHITECT and acceptable to the DISTRICT. All consultant services shall be provided at the ARCHITECT's sole expense. The ARCHITECT shall be responsible for the coordination and cooperation of all architects, engineers, experts or other consultants employed by the ARCHITECT. The ARCHITECT shall ensure that its engineers and/or other consultants file the required Interim Verified Reports, Verified Report and other documents that are necessary for the PROJECT's timely inspection and close-out as required by the applicable governmental agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, DSA. The ARCHITECT shall ensure that its engineers and consultants observe the construction of the PROJECT during the course of construction, at no additional cost to the DISTRICT, to maintain such personal contact with the PROJECT as is necessary to assure such engineers and consultants that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so such engineers and consultants can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater).

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultants and/or consultant firms proposed for the PROJECT. The ARCHITECT shall notify the DISTRICT of the identity of all design professionals and/or consultants in sufficient time prior to their commencement of services to allow the DISTRICT a reasonable opportunity to review their qualifications and object to their participation on the PROJECT if necessary. The ARCHITECT shall not assign or permit the assignment of any design professionals, engineers, or other consultants to the PROJECT to which DISTRICT has a reasonable objection. Approved design professionals and/or consultants shall not be changed without the prior written consent of the DISTRICT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any consultants employed by the ARCHITECTS 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 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 the PROJECT by the 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 condition 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 the 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; and

b. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (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. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all

claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, 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. Any costs to defend under this Section b shall not exceed the ARCHITECT's proportionate percentage of fault; and

c. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from 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. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against

the DISTRICT, and such fees and costs shall not exceed the ARCHITECT's proportionate percentage of fault.

d. The PARTIES understand and agree that Article XIII, Section 2, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the ARCHITECT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.

e. Any attempt to limit the ARCHITECT's liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

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 subconsultant, 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 TWO MILLION DOLLARS (\$2,000,000.00) 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 TWO MILLION DOLLARS (\$2,000,000.00) 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. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. 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, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required under Article XIII, Section 3(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; 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 not 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, the ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the ARCHITECT fails to secure or maintain any policy of insurance required hereby, the 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 the ARCHITECT subcontracts any portion of the ARCHITECT's duties, the ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII, Sections 3(a), (b), (c) and (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. The ARCHITECT shall not subcontract any portion of the ARCHITECT's duties under this AGREEMENT without the DISTRICT's prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.

g. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the ARCHITECT.

4. The ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. The ARCHITECT understands and agrees that the ARCHITECT and all of the 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 the ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. The 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 employees of the ARCHITECT.

5. Notices. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service; or (b) U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

DISTRICT:

Riverside Community College District
3801 Market Street
Riverside, CA 92501
Attn: Hussain Agah
Telephone: (951) 222-8871
Facsimile: (951) 222-3588

ARCHITECT:

Westgroup Designs
3600 Lime Street, Building #2
Riverside, CA 92501
Attn: PariSima Hassani
Telephone: (951) 250-7777
Facsimile: (____) ____-____

6. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using tobacco products (smoking, chewing, etc.) on DISTRICT property at all times.

7. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using profanity on DISTRICT property including, but not limited to, all DISTRICT sites and this prohibition shall include, but is not limited to, all racial, ethnic and/or sexual slurs or comments which could be considered harassment.

8. Appropriate dress by the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, is mandatory. Therefore, tank tops, cut-offs and shorts shall not be allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as set forth above in Section above.

9. 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.

10. 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.

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

12. 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.

13. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorneys' fees.

14. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction

or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

15. The ARCHITECT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

16. This AGREEMENT is not valid, binding, or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board, duly passed and adopted.

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The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:

DISTRICT:

CannonDesign

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

By: _____

PariSima Hassani
CEO + Managing Principal
3600 Lime Street, Building #2
Riverside, CA, 92501

Aaron S. Brown
Vice Chancellor
Business & Financial Services

EXHIBIT “A”

**ARCHITECT’S FEE SCHEDULE
(for RCC Cosmetology Building Project)**

June 6, 2025


Riverside Community College District
3801 Market Street
Riverside, CA 92501

NEW COSMETOLOGY BUILDING AT RIVERSIDE CITY COLLEGE, RFQ/P NO. 42-24/25-2

Please see Westgroup Designs' Fee below for the New Cosmetology Building at Riverside City College (RFQ/P No. 42-24/25-2).

RCCD - Cosmetology Building	
RCCD - Cosmetology Fee - Project Phase	FEES
1. PRELIMINARY PLANS (Schematic Design & Design Development)	\$785,000
2. WORKING DRAWINGS (2A+2B+2C)	\$1,174,000
A. CONSTRUCTION DOCUMENTS	\$1,044,000
B. DSA PERMIT APPROVAL	\$78,000
C. BIDDING & AWARD	\$52,000
3. ARCHITECTURAL AND ENGINEERING Oversight (3A+3B)	\$651,000
A. CONSTRUCTION ADMINISTRATION	\$625,000
B. PROJECT CLOSE-OUT	\$26,000
Total A/E	\$2,610,000
4. REIMBURSABLES	\$10,000
5. DISTRICT CONTROLLED DESIGN ALLOWANCE	\$80,000
TOTAL A/E fees including Reimbursable and District Allowance	\$2,700,000

Sincerely,



FIRM PRINCIPAL

PariSima Hassani, Assoc. AIA, IIDA, CID, NCIDQ
CEO + Managing Principal
C. 949.322.1022 / E. parisimah@westgroupdesigns.com

Board of Trustees Regular Meeting (VI.U)

Meeting	June 17, 2025
Agenda Item	Grants, Contracts and Agreements (VI.U)
Subject	Grants, Contracts and Agreements - Architectural Services Agreement with HMC Architects for the Education Building 2A Project at Ben Clark Training Center
College/District	Moreno Valley College
Funding	State Capital Outlay Funding and Measure CC
Recommended Action	Recommend approving an Architectural Services Agreement with HMC Architects for the Education Building 2A Project at Ben Clark Training Center in the not to exceed amount of \$2,280,000.

Background Narrative:

On April 23, 2025, the District issued Request for Qualifications and Proposals (RFQ/P No. 40-24/25-5) to its prequalified pool of architectural firms for architectural and engineering services for the new Education Building 2A at Ben Clark Training Center. The RFQ/Ps were evaluated based the following criteria: 1) statement of qualifications review, 2) firm interview, and 3) fee proposal evaluation.

The District received thirteen (13) RFQ/P responses. The committee members, consisting of District office and Moreno Valley College & Ben Clark Training Center personnel reviewed and scored each proposal independently in accordance with the RFQ/P requirements and selected the top five (5) architectural firms for interviews. The highest scoring firms were selected to negotiate the best and final fee proposal.

Based on evaluation of the proposals, qualifications, experience, negotiated price and demonstrated competence, it is recommended that HMC Architects provide architectural services for the Education Building 2A Project at Ben Clark Training Center in the not to exceed amount of \$2,280,000, including design allowance. The term of the agreement is from July 1, 2025 to project completion.

Prepared By: FeRita Carter, Interim President, Moreno Valley College
Majd Askar, Vice President, Business Services, Moreno Valley College
Aaron S. Brown, Vice Chancellor, Business & Financial Services
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development
Mehran Mohtasham, Director of Capital Planning, Facilities Planning & Development
Bart Doering, Director of Facilities Development, Facilities Planning & Development

Attachment(s):

[Architectural Services Agreement_BCTC ED BLDG 2A_HMC](#)

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 1st day of July in the year 2025 by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT,” and HMC Architects, 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 the **Ben Clark Training Center Education Building 2A Project, RFQ/P No. 40-24/25-5**, hereinafter referred to as the “PROJECT”; 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, ARCHITECT’s employees and ARCHITECT’s consultants, as enumerated in Articles II and III of this AGREEMENT.

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 it will follow the standards of its profession in performing all services under this AGREEMENT.

3. 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 incorporate the requirements set forth in Section 4 below and 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.

4. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than \$21,000, the ARCHITECT shall comply with the requirements set forth in Public Contract Code section 3000, et seq., including signing the required certification.

5. The ARCHITECT has been selected based on ARCHITECT’s knowledge of California public schools and colleges and ARCHITECT’s knowledge of the educational system for funding and construction and is thoroughly familiar with the requirements for state funding, DSA for approvals of plans and specifications, and other requirements that are applicable to a public school project for community college districts.

6. The ARCHITECT shall coordinate its services with the Contractor, Project Inspector, its consultants and other parties to ensure that all requirements under DSA's Inspection Card (Form 152) and any subsequent revisions, supplements or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements and in compliance with the PROJECT schedule. The ARCHITECT and its consultants shall take all action necessary as to not delay progress in meeting any DSA requirements. The ARCHITECT shall meet all requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions, supplements or updates thereto issued or required by DSA. Any references to DSA requirements or forms for the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete the PROJECT. The ARCHITECT's services shall include those described in this AGREEMENT, and include all structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of "Construction Documents" defined as including, but not limited to, the following: The contract between the DISTRICT and the "Contractor" awarded the PROJECT (the "Contract"), general and supplementary conditions of the Contract between the DISTRICT and Contractor, drawings, specifications, Addenda, Revisions and other documents listed in the Contract, and modifications issued after execution of the Contract between the DISTRICT and Contractor.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies (for both on and off-site approvals) and any other entities including, but not limited to, those responsible for electrical, gas, water, sanitary or storm sewer, telephone, cable/TV, antenna-based services (e.g., Dish Network), internet providers, public utilities, the fire department, as well as the County Health Department, State Water Resources Control Board ("SWRCB"), the State Chancellor's Office ("State Chancellor") and DSA. If necessary, the ARCHITECT shall secure preliminary agency approvals and notify the DISTRICT in writing as to the actions the DISTRICT must take to secure formal approvals.

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 assist the DISTRICT in determining the phasing of the PROJECT that will most efficiently and timely complete the PROJECT. This includes phasing the PROJECT's construction and the inspection approval process so Incremental Approvals as required under DSA's Construction Oversight Process Procedure can be obtained during the completion of the PROJECT.

6. 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.

7. The ARCHITECT shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings, or locations.

8. 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.

9. 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 the DISTRICT, including revisions made necessary by adjustments in the DISTRICT's Program or Budget as defined in Article IV.

10. 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. The ARCHITECT shall be prepared to prioritize and prepare a priority list to address critical Program and PROJECT needs as opposed to optional items that may be dropped if there is inadequate Budget for the PROJECT. In the case where there are Budget constraints, the ARCHITECT, shall prepare a priority list of critical programmatic needs and items that may be of lesser priority and review the Program with the DISTRICT.

11. The ARCHITECT shall provide services in connection with the work of a Construction Manager or separate consultants retained by DISTRICT.

12. The ARCHITECT shall provide detailed estimates of the PROJECT's Construction Costs at no additional cost to DISTRICT as further described in Articles V and VI.

13. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment, and labor.

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

15. 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.

16. To the extent the ARCHITECT is not familiar or does not have experience with any materials or systems designed for the PROJECT, the ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities, such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.

17. 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, and floor coverings. All such manufactured items shall be standardized to the 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.

18. 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 the DISTRICT

with a certification that all materials used in the construction of any school or college building are free from any asbestos-containing building materials (“ACBM’s”). ARCHITECT shall include statements in the PROJECT’s specifications that materials containing ACBM’s shall not to be included or incorporated into the PROJECT. The ARCHITECT shall incorporate requirements into the PROJECT’s specifications that indicate the above certification shall be part of the Contractor’s final PROJECT submittal to the DISTRICT.

19. 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.

20. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings. The ARCHITECT shall be prepared to address concept and programmatic requirements for the PROJECT in such presentations, public hearings and public meetings. In addition, the ARCHITECT shall attend and assist in legal proceedings that arise from the errors or omissions of the ARCHITECT.

21. 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.

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

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

24. The ARCHITECT shall commit the same PROJECT representatives from the commencement of services under this AGREEMENT through the completion of the Project CloseOut Phase. Any change in staff will require the written approval of the DISTRICT.

25. Schematic Design Phase

a. The ARCHITECT shall meet with the DISTRICT to understand and verify the DISTRICT’s requirements for its Program. In the cases where a Program is furnished to the ARCHITECT by the DISTRICT, the ARCHITECT shall review the DISTRICT’s Program and address if the Program, in the ARCHITECT’s professional opinion, is realistic. If there are issues with the Program that has been provided, as part of the Schematic Design Services, ARCHITECT shall rework the Program with the DISTRICT representative and the DISTRICT to establish a priority list of programmatic needs and items that may be within and outside of the DISTRICT’s Budget. Once the Schematic Design, Program and Budget are reconciled with the DISTRICT representative, and the DISTRICT approves the Schematic Design, Program and Budget, the ARCHITECT may then move on to the Design Development Phase.

b. In the cases where the DISTRICT has not established a Program, the ARCHITECT shall work with the DISTRICT to help establish a Program and Budget based on available state funding, available grants, or available funds (in the cases where no funding or grants are available). The ARCHITECT’s familiarity with how projects are funded by the State Chancellor or through grants shall be part of the expertise the DISTRICT is relying upon in conjunction with the ARCHITECT’s experiences with similar projects and programs for the establishment of the DISTRICT’s Program and PROJECT under this AGREEMENT. The ARCHITECT shall not design for a Program or PROJECT that exceeds the DISTRICT’s Budget unless the ARCHITECT

obtains the written consent of the DISTRICT and an agreement that the ARCHITECT is permitted to exceed the available Budget.

c. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings, renderings, programmatic outlines, and other documents illustrating the scale and relationship of the PROJECT's components. These documents shall be prepared with the understanding that Design Development and Construction Documents Phases of this AGREEMENT shall be completed in accordance with the realistic understanding of and adherence to the Schematic Design. The Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations of the State and local governmental agencies and/or authorities having jurisdiction over the PROJECT, including, but not limited to, the State Chancellor, DSA, the County Health Department and the local fire marshal/department, which are required for the final approval of the PROJECT's completed Construction Documents.

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

e. If directed by the DISTRICT at the time of approval of the Schematic Design Documents, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, phased construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Careful attention is directed to DSA requirements for phasing of projects and the likelihood that DSA or other agency approvals may expire during the phases. If there is an expiration and need to obtain additional DSA approvals for future phases, the ARCHITECT shall provide the DISTRICT with a written notification of the PROJECT approvals that may expire due to phasing. Alternate construction schemes made by the DISTRICT subsequent to the Design Development 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.

f. The 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.

g. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.

h. 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.

i. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

26. Design Development Phase (Preliminary Plans)

a. Upon approval by the DISTRICT of the Schematic Design services set forth above, the ARCHITECT shall prepare Design Development Documents based on the Schematic Design and based on the Program that has been approved by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross-sections, and other documents necessary to depict the design of the 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, 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, the State Chancellor, DSA, the County Health Department and the local fire marshal/department.

b. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

c. The ARCHITECT shall perform all 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.

27. Construction Document Phase (Final Plans)

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in an acceptable Building Informational Modeling format, such as Autodesk® Revit® and AutoCAD® Civil 3D®) including, but not limited to, all drawings and specifications for the PROJECT setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable (on and off site) governmental and code requirements including, but not limited to, the requirements of the State Chancellor, DSA, the local fire marshal/department, the County Health Department and any other governmental agency having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done in a minimum of LOD 200, as well as the materials, workmanship, finishes, and equipment required for the completion of the PROJECT. All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.

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, but not limited to, the State Chancellor, DSA, local fire marshal/department, City Design Review, County Health Department, Department of Public Works, and any other governmental agencies or authorities which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental agencies and/or authorities. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due any governmental agencies and/or authorities in order to submit such cost information to the DISTRICT so payments can be prepared by the DISTRICT.

c. The ARCHITECT shall identify all tests and special inspections on the Statement of Structural Tests and Special Inspections (Form DSA 103) that are required for the completion of the PROJECT as designed and submit such DSA 103 to DSA for approval along with all other

Construction Documents. Upon DSA's approval of the Construction Documents, including the approved DSA 103 for the PROJECT, the ARCHITECT shall ensure that a copy of the approved DSA 103 for the PROJECT is provided to the DISTRICT, the Laboratory of Record, each Special Inspector working on the PROJECT, the Project Inspector and the Contractor.

d. When the ARCHITECT is preparing the Construction Documents, the ARCHITECT shall include provisions that require the Contractor to:

(1) Provide the DISTRICT with five (5) complete sets of operation manuals;

(2) Provide adequate training and consultation to DISTRICT personnel in the operation, testing, start-up, adjusting and balancing of mechanical, electrical, heating, air conditioning, and other systems installed by Contractor or its subcontractors; and

(3) Prepare a marked set of prints which indicate the dimensioned location of buried utility lines and which show changes in the work made during construction ("as-built documents"). All as-built documents shall be provided to the DISTRICT in a format approved by the DISTRICT.

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

f. The ARCHITECT shall perform Construction Document Services to keep the PROJECT within all Program scope constraints set by the DISTRICT, as well as approved Budget, unless otherwise modified by written authorization by the DISTRICT.

g. As part of the ARCHITECT's professional services, ARCHITECT has coordinated the drawings on the PROJECT. It is suggested, but not mandatory, that ARCHITECT perform a clash detection review of the final Construction Documents prior to submission to DSA. However, if the CM, or Design Build entity performs a clash check, ARCHITECT shall work with the CM or Design Build entity to perform reasonable clash check resolution meetings and make revisions as necessary prior to DSA submission, during DSA review, and after DSA review (followed by CCD submission or Addenda submission to document any necessary changes).

h. If the estimated PROJECT Construction Cost exceeds the Budget, 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.

28. 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 the necessary bidding information and bidding forms required to bid the PROJECT. The ARCHITECT shall also assist the DISTRICT with the preparation of the Contractor's Contract form, the general conditions, the supplementary

conditions, and all other contract documents necessary to bid the PROJECT and award a complete Contract to the lowest responsible responsive bidder. The DISTRICT will provide the standard general conditions and supplementary conditions that must be incorporated into the Contract with the Contractor. The ARCHITECT shall review the general conditions, supplementary conditions, and all other contract documents provided by the DISTRICT for incorporation into the Contract with the Contractor and shall coordinate such documents with all other Construction Documents that are prepared by the ARCHITECT pursuant to this AGREEMENT. The ARCHITECT's coordination obligations under this Section include, but are not limited to, verifying that any and all bid instructions and requirements set forth in the specifications prepared by the ARCHITECT are also set forth in the Instructions to Bidders and the Bid Form that are distributed to the bidders in connection with the PROJECT. The ARCHITECT shall prepare and sign all written Addendums that are necessary to incorporate changes into the DSA approved Construction Documents prior to the award of the PROJECT. The ARCHITECT shall assist the DISTRICT in distributing all Addendums to each bidder that has obtained a set of the DSA approved Construction Documents. The ARCHITECT shall ensure that all Addendums are submitted to and approved by DSA prior to certification of the PROJECT.

c. The ARCHITECT shall deposit a reproducible set of Construction Documents including, but not limited to, all drawings and specifications for the PROJECT at a reprographics company specified by the DISTRICT for the bid and for printing of additional sets of the DSA approved Construction Documents during the PROJECT. In accordance with the requirements of this Section, the ARCHITECT shall forward all plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files and/or BIM files) prepared by the ARCHITECT or the ARCHITECT's consultants during the course of the PROJECT to the reprographics company specified by the DISTRICT at no additional cost to the DISTRICT. The DISTRICT may request that such documents be delivered to the reprographics company selected by the DISTRICT in CADD, PLOT, TIFF or other format approved by the DISTRICT. In addition, the ARCHITECT shall provide the DISTRICT with a BIM format diskette file with all layers unprotected so the DISTRICT may utilize with a Construction Manager or Design Build entity. It is expressly understood that the release of the underlying BIM documents is for the limited use only for the PROJECT (unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of ARCHITECT. For documentation purposes, one record set of the transmitted documents shall be placed on a CD (or other acceptable electronic media) properly labeled as the record set of documents transmitted to the DISTRICT. Reasonable costs for producing this record document shall be reimbursed to the ARCHITECT and ARCHITECT's consultants. ARCHITECT is also advised to make a record set of clash detection checks to record the clashes that are encountered on the set of documents distributed for future record purposes and this clash detection shall also be placed on the CD. This clash detection document is not a requirement but simply recommended.

d. Upon the DISTRICT's request, the ARCHITECT shall recommend an acceptable plan room, or blueprinting shop, or, in the alternative, ARCHITECT shall print the necessary bidding information, Contract forms, general conditions, supplementary general conditions and all other Construction Documents necessary to bid the PROJECT and award a complete Contract to a successful bidder and shall deliver/distribute such printed copies to all interested bidders.

e. The ARCHITECT shall make subsequent revisions to drawings,

specifications, and other DSA approved Construction Documents that result from the approval of any substitution request, RFI, or submittal. All Revisions shall be prepared in writing and signed by the ARCHITECT. The ARCHITECT shall ensure that all Revisions are submitted to and approved by DSA prior to certification of the PROJECT.

f. If the lowest bid exceeds the Budget (or if a complete detailed estimate is prepared by a certified professional cost estimator from Construction Documents that are at least 90% completed) 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.

29. Construction Phase

a. Prior to the start of construction, the ARCHITECT shall certify that the following two documents have been submitted to DSA:

(1) Contract Information Form DSA-102.

(2) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

b. The Construction Phase will commence with the award of the Construction Contract to Contractor.

c. The ARCHITECT shall reproduce five (5) sets of Construction Documents and all progress prints for the DISTRICT's and the DISTRICT's consultant's use at the ARCHITECT's expense.

d. 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 direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not provided by the Laboratory of Record. Upon the DISTRICT's award of a Construction Contract to the Contractor, the ARCHITECT shall obtain the necessary Project Inspection Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work on the PROJECT as it is completed by the Contractor. The ARCHITECT shall verify that the Project Inspector has the appropriate amount of PIC's that are needed for the inspection and completion of the entire PROJECT prior to the commencement of any work by the Contractor on the PROJECT. The ARCHITECT shall provide the Project Inspector, Laboratory of Record and each Special Inspector with a copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of any work on the PROJECT at the ARCHITECT's expense.

e. The ARCHITECT shall meet with the Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

f. The ARCHITECT shall prepare Interim Verified Reports (Form DSA 6-AE)

and submit such Interim Verified Reports to DSA, the Project Inspector and the DISTRICT prior to the Project Inspector's approval and sign off of any of the following sections of the PROJECT's PIC's as applicable:

- (1) Initial Site Work and Foundations Preparation;
- (2) Vertical and Horizontal Framing;
- (3) Appurtenances;
- (4) Finish Site Work and Other Work; (5) Final.

If the ARCHITECT has delegated responsibility for any portion of the PROJECT's design to other engineers, the ARCHITECT shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and the DISTRICT during the course of construction and prior to the Project Inspector's approval and sign off of the above sections of the DSA Form 152 as they relate to the portions of the PROJECT that were delegated to such engineers.

g. The ARCHITECT shall be responsible for reviewing and ensuring, on a monthly basis, that the Contractor is maintaining an up-to-date set of as-built documents which will be furnished to the DISTRICT upon completion. The ARCHITECT shall review the as-built documents prepared by the Contractor on a monthly basis and report whether they appear to be up to date, based upon the ARCHITECT's observations of the PROJECT. If it appears the as-built documents are not being kept up to date by the Contractor, the ARCHITECT shall recommend to the DISTRICT, in writing, an appropriate withholding from the Contractor's monthly payment application to account for the Contractor's failure to maintain such as-built documents.

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

i. The ARCHITECT shall provide general administration of the Construction Documents including, but not limited to, the following:

- (1) Visiting the PROJECT site to maintain such personal contact with the PROJECT as is necessary to assure the ARCHITECT that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so the ARCHITECT can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater) in order to:

- i. Become familiar with, and to keep the DISTRICT informed about, the progress and quality of the portion of the work completed and for the preparation of the weekly written reports the ARCHITECT will prepare and submit to the DISTRICT for its review;

- ii. Become familiar with, and to keep DSA and Project Inspector informed about, the progress and quality of the portion of the work completed and for the preparation of the necessary Interim Verified Reports the ARCHITECT will prepare and submit to DSA and Project Inspector as necessary

for the timely inspection of the PROJECT and for the approval and sign off of each block/section of the PIC's during the course of the PROJECT's construction;

iii. Endeavor to guard against nonconforming work and deficiencies in the work;

iv. Determine if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the approved DSA Construction Documents;

v. Attend weekly on-site construction meetings, and being otherwise available to the DISTRICT and the Project Inspector for site meetings on an "as-needed" basis;

vi. Examine Contractor applications for payment and to issue certificates for payment in amounts approved by the necessary parties; and

vii. Verify, at least monthly, in coordination with the Project Inspector, that all as-built documents are being updated pursuant to the Contract between the DISTRICT and the Contractor.

(2) Making regular reports as may be required by all governmental agencies or authorities having jurisdiction over the PROJECT;

(3) Reviewing schedules and shop drawings for compliance with design;

(4) Approving substitution of materials, equipment, and the laboratory reports thereof for conformance to the DISTRICT's standards subject to DISTRICT knowledge and approval;

(5) Responding to DSA field trip notes;

(6) Preparing Construction Change Documents for approval by DSA;

(7) Preparing Immediate Change Directives as directed by the DISTRICT;

(8) Preparing change orders for written approval by the DISTRICT;

(9) Making Punch List observations when the PROJECT reaches Substantial Completion;

(10) Determining date of Substantial Completion and the date of final completion of the PROJECT;

(11) Providing a color schedule of all materials for the PROJECT for the DISTRICT's review and approval;

(12) Assembling and delivering to the DISTRICT written guarantees, instruction books, diagrams, charts, and as-built documents that will be provided by the Contractor pursuant to the Contract between the DISTRICT and the Contractor;

(13) Issuing the ARCHITECT's Certificate of Substantial Completion, Certificate of Completion and final certificate for payment; and

(14) Providing any other architectural services to fulfill the requirements of the Construction Documents and this AGREEMENT.

j. ARCHITECT shall provide the DISTRICT with written reports, as necessary, to inform the DISTRICT of any problems arising during construction, changes contemplated as a result of each problem, and the progress of work.

k. The ARCHITECT, as part of the ARCHITECT's 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.

l. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

m. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution 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.

n. 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 Construction 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.

o. 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.

p. 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.

q. The ARCHITECT shall prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications, and such modifications therein as may be necessary to meet unanticipated conditions encountered during construction, at no additional cost or expense to the DISTRICT. In addition, 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.

r. The ARCHITECT shall examine, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the ARCHITECT's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for any other reason. 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 DSA approved Construction Documents, that the as-built documents are up to date, and that the Contractor is entitled to payment in the amount certified.

s. The ARCHITECT shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's actions shall not delay the work, but should allow for sufficient time, in the ARCHITECT's professional judgment, to permit adequate review. The ARCHITECT shall ensure that all deferred approval submittals are resolved and approved by DSA prior to incorporation in the PROJECT.

t. After the PROJECT has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") unless otherwise approved by the DISTRICT in writing. The ARCHITECT shall be responsible for preparing each CCD related to the PROJECT and shall determine which changes affect the Structural, Access or Fire & Life Safety (collectively "SAFLS") portions of the PROJECT and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). All CCD-Category A's must be submitted to DSA by the ARCHITECT with all supporting documentation and data and must be approved by DSA before such work can commence on the PROJECT. The ARCHITECT shall obtain the DISTRICT's approval of all CCD-Category A's before they are submitted to DSA for review and approval. All other changes to the DSA approved Construction Documents not involving SAFLS portions of the PROJECT are not required to be submitted to DSA unless DSA specifically requires such changes to be submitted to DSA in the form of a written CCD-Category B (Form DSA 140) inclusive of all supporting documentation and data. Changes that are not determined by the ARCHITECT and/or DSA to require documentation through an approved CCD-Category A/B shall be documented through an alternative CCD form or other document approved by the DISTRICT or required by DSA.

u. The ARCHITECT shall prepare and issue Immediate Change Directives ("ICD") to the Contractor when directed by the DISTRICT to complete the work that is necessary due to the Contractor's failure to complete the PROJECT in accordance with the DSA approved Construction Documents. The ARCHITECT shall provide the Project Inspector with a copy of the ICD and direct the Project Inspector to inspect the work as it is completed in accordance with the ICD.

v. All changes to the DSA approved Construction Documents, whether set forth in a CCD, ICD or any other document approved by the DISTRICT, shall be incorporated into change orders by the ARCHITECT for the DISTRICT's approval. Each change order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Contractor's Contract sum, if any; and (3) the extent of the adjustment in the Contractor's Contract Time, if any. 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 evaluate and make written recommendations regarding Contractor's proposals for possible change orders.

w. The ARCHITECT shall, at the ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on the marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

x. The ARCHITECT shall inspect the PROJECT to determine the date or dates of Substantial Completion and final completion. The ARCHITECT shall 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. In the event the approved schedule for the PROJECT has been exceeded due to the fault of the Contractor, the ARCHITECT shall issue a written notice to the DISTRICT and the Contractor evaluating the cause of the delay(s) and shall advise the DISTRICT and the Contractor of the commencement of liquidated damages under the Contract between the DISTRICT and Contractor.

y. The ARCHITECT shall provide written evaluation of the Contractor's performance under the requirements of the Construction Documents when requested in writing by the DISTRICT. When the ARCHITECT has actual knowledge of any defects, errors, or deficiencies with respect to the Contractor's performance on the PROJECT, the ARCHITECT shall provide the DISTRICT and the Contractor with written notification of such defects, errors, or deficiencies.

z. The ARCHITECT shall:

(1) Review all requests for information ("RFI"), submittals, and substitution requests that are submitted by the Contractor in connection with the PROJECT;

(2) Determine the data criteria required to evaluate requests for substitutions; and

(3) Be responsible for ensuring that all RFI's, submittals and substitution requests by the Contractor are responded to not later than fourteen (14) days, or as soon as the circumstances require. aa. The ARCHITECT shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the County Health Department, the local building departments, local fire departments, the State Chancellor, and DSA, in a timely manner and ensure proper close-out of the PROJECT.

bb. The ARCHITECT shall obtain the DISTRICT's approval of all CCD's immediately following the request for such changes by the Contractor or upon any other circumstances necessitating a change. Furthermore, the ARCHITECT shall maintain a log of all CCD's, ICD's change orders or any other DISTRICT approved form documenting changes to the DSA approved Construction Documents (the "Changes Log"), including status, for the DISTRICT's review and approval. The ARCHITECT shall submit the Changes Log to the DISTRICT with its monthly

invoice. Submission of the Changes Log is a requirement for payments to the ARCHITECT during the course of construction.

cc. 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 Contractor relating to the execution or progress of the work as provided in the Contract between the DISTRICT and the Contractor. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by the ARCHITECT.

dd. 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.

ee. The ARCHITECT shall review the list of minor defects, deficiencies, and/or incomplete items (hereinafter the "Punch List") and the fully executed Verified Report (Form DSA-6) that are submitted to the DISTRICT by the Contractor when the Contractor considers the PROJECT to be Substantially Complete. The ARCHITECT shall inspect the PROJECT, in conjunction with the Contractor, in order to verify the Contractor's Punch List, add any other items to the Punch List and to confirm that Substantial Completion has been reached on the PROJECT. In the event the Contractor does not submit a fully executed Verified Report with its proposed Punch List, the ARCHITECT shall reject the Contractor's Punch List, in writing, as premature. If Substantial Completion of the PROJECT is verified by the ARCHITECT and the required Verified Report has been submitted to the DISTRICT for review, the ARCHITECT shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the PROJECT and final payment, and that all Punch List items must be completed within the duration set forth in the Contract between the DISTRICT and the Contractor. The DISTRICT shall also be notified in writing of all Punch List items identified by the ARCHITECT and the Contractor. The ARCHITECT shall notify the DISTRICT when all Punch List items have been corrected by the Contractor for the DISTRICT's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the DISTRICT and the Contractor, the ARCHITECT shall inform the DISTRICT of such default and provide the DISTRICT with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. For purposes of this AGREEMENT, "Substantial Completion" shall mean the following five (5) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and incomplete items on the Punch List; (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card; (3) all building systems including mechanical, electrical and plumbing are functioning; (4) all other items DSA Form 152 Inspection Card for the Project have been approved and signed off; and (5) the PROJECT is fit for occupancy and its intended use.

ff. Once the ARCHITECT has verified the Substantial Completion of the PROJECT, the ARCHITECT shall issue a Certificate of Substantial Completion to the Contractor and the DISTRICT. Upon the issuance of the Certificate of Substantial Completion, the ARCHITECT shall prepare and submit to DSA, Project Inspector and the DISTRICT a written Verified Report, on Form DSA 6AE, pursuant to Section 4-336 of Title 24 of the California Code

of Regulations. The ARCHITECT shall also submit a signed Verified Report to DSA, Project Inspector and the DISTRICT upon any of the following events:

- (1) Work on the PROJECT is suspended for a period of more than one month;
- (2) The services of the ARCHITECT are terminated for any reason prior to the completion of the PROJECT;
- (3) DSA requests a Verified Report.

gg. The ARCHITECT and its consultants shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Deviation or similar notice(s) issued by the ARCHITECT, Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency or authority, is fully corrected and closed before the ARCHITECT approves any final Punch List by the Contractor. As part of the ARCHITECT's Basic Services under this Section, the ARCHITECT shall direct the applicable Inspectors, Special Inspectors, and/or engineers on the PROJECT to visually verify that each defective, deficient and/or incomplete item of work referenced in each Notice of Deviation have been rectified and closed prior to the approval of the final Punch List and the issuance of any Certificate of Substantial Completion by the ARCHITECT. In the event the ARCHITECT and/or its consultants fail to verify that such work has been corrected by the Contractor before the ARCHITECT approves the final Punch-List and such work has in fact not been corrected, the ARCHITECT shall be responsible for performing all the architectural and/or engineering services necessary, at no additional cost to the DISTRICT, to ensure such open and outstanding items in the Notice(s) of Deviation are addressed accordingly and that all work related to such notices is corrected in a manner acceptable to the DISTRICT and DSA.

30. Project Close-Out

a. Within thirty (30) days after the completion of the PROJECT's construction and the ARCHITECT's receipt of as-built documents from the Contractor, ARCHITECT will review the as-built documents prepared by the Contractor and revise the record drawings and specifications so that they include all material changes made necessary by CCD's, ICD's, change orders, RFI's, change order requests ("COR's"), Bulletins, clarifications as noted by the Contractor in its as-built documents and/or any other DISTRICT approved document which details the changes that were made to the DSA approved Construction Documents. The ARCHITECT shall incorporate such changes into a complete AutoCAD as-built file, in the original, executable, software format, and PDF files, and provide all such documents, including five (5) hard copies, to the DISTRICT at no additional cost. In the event the Contractor fails to provide its as-built documents within 30 days of the PROJECT's completion, the ARCHITECT shall notify the DISTRICT, in writing, of the Contractor's failure and recommend the appropriate withholding from the Contractor's final payment under the Contract with the DISTRICT.

b. The ARCHITECT shall assist the DISTRICT in securing the delivery of any and all applicable documents described in Sections c and d below, to DSA for review prior to issuance of a "Certificate of Completion." The ARCHITECT shall submit all documents prepared by, or in control of, the ARCHITECT to DSA without delay.

c. During the period the PROJECT is under construction, the ARCHITECT shall certify that the following two documents have been submitted to DSA:

- (1) Addenda, deferred approvals and revisions;
- (2) Copies of the Project Inspector's semi-monthly reports;
- (3) Construction deviation notices;
- (4) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT;
- (5) Special inspection reports;
- (6) Construction Change Directives;
- (7) Copies of all the necessary PIC's which have been approved and signed off by the Project Inspector for the submission to and certification by DSA; and
- (8) All other documents required to be submitted to DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in DSA's PR 13-01.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to DSA by the responsible parties. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the delivery of the above documents to DSA.

d. Upon the completion of all construction, including all Punch List items, the ARCHITECT shall assist the DISTRICT in securing the delivery of the following documents to DSA:

- (1) Copy of the Notice of Completion.
- (2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.
- (3) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).
- (4) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (5) Weighmaster's Certificate (if required by approved drawings and specifications).
- (6) Copies of the signature page of all Addenda as approved by DSA.
- (7) Copies of the signature pages of all deferred approvals as approved by DSA.
- (8) Copies of the signature pages of all Revisions as approved by DSA.

(9) Copies of the signature page of all applicable Construction Change Documents as approved by DSA.

(10) Verification by the Project Inspector that all items noted on any “Field Trip Notes” have been corrected.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above items are not promptly submitted to the ARCHITECT and/or the DISTRICT by the responsible parties for submittal to DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents for delivery to DSA.

ARTICLE III - ADDITIONAL ARCHITECT’S SERVICES

1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT’s control (“Additional Services”). The ARCHITECT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may 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 the ARCHITECT;

c. Providing consultation concerning the replacement of work damaged by fire 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 Phase 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 Additional Service subject to prior negotiation and written approval by the DISTRICT;

f. Providing contract administration services after the construction Contract time (including any Governmental Delay Float as addressed in the General Conditions of the Construction Contract with Contractor) has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor, and liquidated damages are collected therefor. 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 BIM documents that exceeds LOD 200; and
- h. 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 the DISTRICT, the 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 therefor 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, and 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 which shall include the Construction Cost budget for the PROJECT. The overall budget shall be based upon the DISTRICT's objectives, schedule, budget constraints, and any other criteria that are provided to the ARCHITECT by the DISTRICT pursuant to Article IV, Section 1, above. The DISTRICT shall approve the Construction Cost budget prepared by the ARCHITECT pursuant to this Section 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 the 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.

6. The DISTRICT shall provide a topographical survey to the ARCHITECT upon request.

ARTICLE V - COST OF CONSTRUCTION

1. During the Schematic Design, Design Development, and Construction Document Phases, the ARCHITECT's estimates of Construction Cost shall be reconciled against the Budget approved by the DISTRICT pursuant to Article IV, Section 2.

2. The PROJECT's "Construction Cost," as used in this AGREEMENT, means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, which includes the total award from the initial construction Contract(s) plus the work covered by approved change orders and/or any alternates approved by the DISTRICT. The Construction Cost shall not include any costs that are not specifically referenced in this Article V, Section 2, as approved costs. Costs excluded from the Construction Cost include, but are not limited to, payments to the ARCHITECT or other DISTRICT consultants, 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 Cost shall be the acceptable estimate of Construction Costs to 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 and proceed with the construction of the PROJECT;

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, Section 2;

d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages 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, Section 6(e), the ARCHITECT, without additional charge, agrees to redesign the PROJECT 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 to in writing by the DISTRICT. Redesign means the 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 prepare and review the ARCHITECT's estimates of Construction Cost at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimates 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 Budget at no additional cost to the DISTRICT. The 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 files, BIM files 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.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications, or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the Construction Costs shall be paid to the ARCHITECT for such reuse. In the event of such reuse or modification of the ARCHITECT's drawings, specification, or other documents by any person, firm, or legal entity, the DISTRICT agrees to indemnify, defend, and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees accruing to, or resulting from, any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons including, but not limited to, death arising out of such unauthorized use, reuse or modification of the ARCHITECT's drawings, specifications, or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents 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 the 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 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 Additional 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 due 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, Section 4, below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by the DISTRICT upon fourteen (14) days' written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay 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 Additional 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 Section 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 - ACCOUNTING RECORDS OF THE ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to the services performed on this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or his authorized representative at mutually convenient times.

ARTICLE X - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT in an amount not to exceed **TWO MILLION TWO HUNDRED EIGHTY THOUSAND DOLLARS (\$2,280,000)** including **EIGHTY THOUSAND DOLLARS (\$80,000)** design allowance for this agreement as follows:

1. The ARCHITECT's fees for performing Additional Services related to change orders are paid as approved by the DISTRICT's Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated and approved prior to commencing the change order-related services.

2. The ARCHITECT's compensation for performing all the Basic Services required by this AGREEMENT including, but not limited to, those services detailed in Article I and II, shall be as follows:

Schematic Design Phase: No more than 10% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

Design Development Phase: No more than 15% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

Construction Docs Phase: No more than 35% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

DSA Approval Phase: No more than 5% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid upon DSA approval of the PROJECT including incorporation and approval of any back-check comments

Bidding Phase: No more than 2% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

Construction Admin. Phase: No more than 25% of the actual Architect Fee, as determined under Exhibit "A" to this AGREEMENT and the accepted bid, to be paid monthly based on actual level of completion

Project Close-Out Phase: Balance of actual Architect Fee to be paid after the all the requirements set forth in Article II, Section 31 have been completed and the PROJECT is certified by DSA and the Notice of Completion has been recorded.

3. The ARCHITECT and its consultants shall maintain time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the DISTRICT to determine the services provided, and the time spent for each task. The DISTRICT and ARCHITECT may otherwise mutually agree, in writing, on alternative types of information and levels of detail that may be provided by the ARCHITECT and its consultants pursuant to this Article X.

4. The ARCHITECT shall invoice all fees and/or costs monthly for the Basic Services that are provided in accordance with this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. The ARCHITECT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress to completion percentage, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the

DISTRICT's authorization notice for the invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the DISTRICT and include a copy of the DISTRICT's written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. No payments will be made by the DISTRICT to the ARCHITECT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses and no claim by the ARCHITECT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the DISTRICT.

5. 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, Section 2, above, based on the lowest responsive bid price.

6. 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 the prior written approval of the DISTRICT. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

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 all the sets of the Construction Documents and all progress prints; and
- b. Approved agency fees.

2. Approved reimbursable expenses are estimated to be **FIFTEEN THOUSAND DOLLARS (\$15,000)** and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursable Expenses shall not include the following specified items or any other item not specifically identified in Article XI, Section 1 above:

- 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; and
- g. Meetings with Cities, planning officials, fire departments, DSA, State Chancellor or other public agencies.

4. The DISTRICT's prior written authorization is an express condition precedent to any reimbursement to ARCHITECT of such costs and expenses for items not included in Article XI, Section 1 above as an allowable reimbursable expense, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by DISTRICT. Payment for these reimbursable expenses shall be made as set forth in Article X.

ARTICLE XII - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the consultant services necessary to complete the PROJECT including, but not limited to: landscape architects; theater and acoustical consultants; structural, mechanical, electrical and civil engineers; and any other necessary design professionals and/or consultants as determined by the ARCHITECT and acceptable to the DISTRICT. All consultant services shall be provided at the ARCHITECT's sole expense. The ARCHITECT shall be responsible for the coordination and cooperation of all architects, engineers, experts or other consultants employed by the ARCHITECT. The ARCHITECT shall ensure that its engineers and/or other consultants file the required Interim Verified Reports, Verified Report and other documents that are necessary for the PROJECT's timely inspection and close-out as required by the applicable governmental agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, DSA. The ARCHITECT shall ensure that its engineers and consultants observe the construction of the PROJECT during the course of construction, at no additional cost to the DISTRICT, to maintain such personal contact with the PROJECT as is necessary to assure such engineers and consultants that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so such engineers and consultants can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater).

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultants and/or consultant firms proposed for the PROJECT. The ARCHITECT shall notify the DISTRICT of the identity of all design professionals and/or consultants in sufficient time prior to their commencement of services to allow the DISTRICT a reasonable opportunity to review their qualifications and object to their participation on the PROJECT if necessary. The ARCHITECT shall not assign or permit the assignment of any design professionals, engineers, or other consultants to the PROJECT to which DISTRICT has a reasonable objection. Approved design professionals and/or consultants shall not be changed without the prior written consent of the DISTRICT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any consultants employed by the ARCHITECTS 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 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 the PROJECT by the 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 condition 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 the 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; and

b. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (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. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all

claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, 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. Any costs to defend under this Section b shall not exceed the ARCHITECT's proportionate percentage of fault; and

c. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from 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. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against

the DISTRICT, and such fees and costs shall not exceed the ARCHITECT's proportionate percentage of fault.

d. The PARTIES understand and agree that Article XIII, Section 2, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the ARCHITECT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.

e. Any attempt to limit the ARCHITECT's liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

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 subconsultant, 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 TWO MILLION DOLLARS (\$2,000,000.00) 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 TWO MILLION DOLLARS (\$2,000,000.00) 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. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. 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, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required under Article XIII, Section 3(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; 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 not 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, the ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the ARCHITECT fails to secure or maintain any policy of insurance required hereby, the 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 the ARCHITECT subcontracts any portion of the ARCHITECT's duties, the ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII, Sections 3(a), (b), (c) and (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. The ARCHITECT shall not subcontract any portion of the ARCHITECT's duties under this AGREEMENT without the DISTRICT's prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.

g. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the ARCHITECT.

4. The ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. The ARCHITECT understands and agrees that the ARCHITECT and all of the 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 the ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. The 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 employees of the ARCHITECT.

5. Notices. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service; or (b) U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

DISTRICT:

Riverside Community College District
3801 Market Street
Riverside, CA 92501
Attn: Hussain Agah
Telephone: (951) 222-8871
Facsimile: (951) 222-3588

ARCHITECT:

HMC Architects
3546 Concourses Street
Ontario, CA 91764
Attn: Brad Glassick
Telephone: (909) 637-2781
Facsimile: (____) ____-____

6. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using tobacco products (smoking, chewing, etc.) on DISTRICT property at all times.

7. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using profanity on DISTRICT property including, but not limited to, all DISTRICT sites and this prohibition shall include, but is not limited to, all racial, ethnic and/or sexual slurs or comments which could be considered harassment.

8. Appropriate dress by the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, is mandatory. Therefore, tank tops, cut-offs and shorts shall not be allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as set forth above in Section above.

9. 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.

10. 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.

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

12. 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.

13. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorneys' fees.

14. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction

or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

15. The ARCHITECT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

16. This AGREEMENT is not valid, binding, or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board, duly passed and adopted.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:

DISTRICT:

CannonDesign

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

By: _____

Brad Glassick
Principal
3546 Concours
Ontario, CA, 91764

Aaron S. Brown
Vice Chancellor
Business & Financial Services

EXHIBIT “A”

**ARCHITECT’S FEE SCHEDULE
(for BCTC Education Building 2A Project)**



June 9, 2025

Mr. Mehran Mohtasham
Director, Capital Planning, Facilities Planning and Development
Riverside Community College District
3801 Market Street, 3rd Floor
Riverside, CA 92501

Regarding: Riverside Community College District
Ben Clark Training Center Educational Building 2A RFQ/P# 40-24/25-5
Revised Fee Proposal

Dear Mr. Mohtasham:

Please see the below revised fee as discussed on June 6, 2025. The fee includes the basic services and supplemental services as noted in your email on June 6, 2025 (see attached).

1. Preliminary Plans (Schematic Design and Design Development)	\$ 745,630
2. Working Drawings	\$ 852,230
a. Construction Documents	\$ 665,985
b. DSA Permit and Approval	\$ 140,470
c. Bidding and Award	\$ 45,775
3. Architectural and Engineering Oversight	\$ 587,140
a. Construction Administration	\$ 565,525
b. Project Close Out	\$ 21,615
4. Reimbursables	\$ 15,000
5. District Controlled Design Allowance	\$ 80,000
Total	\$ 2,280,000

As a general schedule, we are assuming 3 months for Schematic Design, 3 months for DD and then a 4 month CD duration. The fees are based on those timeframes which then allowed for a more focused team and effort.

If you have any questions, please contact me at (909) 637-2781.

Regards,

HMC Group

A handwritten signature in black ink, appearing to read "Brad Glassick", with a stylized flourish at the end.

Brad Glassick, LEED AP
Managing Principal
License #C-32437

Attachment A, Revised Fee and Services Email

Board of Trustees Regular Meeting (VI.W)

Meeting	June 17, 2025
Agenda Item	Grants, Contracts and Agreements (VI.W)
Subject	Grants, Contracts and Agreements - Inspection Services Agreement with Knowland Construction Services for the Norco College Center for Human Performance & Kinesiology Project
College/District	Norco College
Funding	State Capital Outlay Funding and Measure CC
Recommended Action	Recommend approving the Inspection Services Agreement for the Norco College Center for Human Performance & Kinesiology Project with Knowland Construction Services for the not to exceed amount of \$464,592.

Background Narrative:

The District issued Request for Proposal (RFP No. 49-24/25-4) on May 28, 2025 to the District's pre-qualified pool of Inspection Services firms to select an Inspector of Record (IOR) in accordance with the Division of the State Architect (DSA) requirements for the Norco College Center for Human Performance & Kinesiology Project. The RFPs were evaluated based on the following criteria: 1) statement of qualifications review, and 2) fee proposal evaluation.

The District received three (3) RFP responses that were reviewed and evaluated by the Facilities Planning & Development staff and the project Construction Manager.

Based on the evaluation of the proposals, it is recommended that Knowland Construction Services provide inspection services for the Norco College Center for Human Performance & Kinesiology Project in the not to exceed amount of \$464,592. The term of the agreement is from July 1, 2025 through Project completion.

Prepared By: Monica Green, President, Norco College
Michael Collins, Vice President, Business Services, Norco College
Aaron S. Brown, Vice Chancellor, Business and Financial Services
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development
Bart Doering, Director of Facilities Development, Facilities Planning & Development
Mehran Mohtasham, Director, Capital Planning, Facilities Planning & Development

Attachment(s):

[Agreement_IOR_CHP&K_Knowland](#)

INSPECTOR SERVICES AGREEMENT

This AGREEMENT is made and entered into this 1st day of July, 2025, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT (“DISTRICT”), and KNOWLAND CONSTRUCTION SERVICES (“INSPECTOR”). The DISTRICT and the INSPECTOR are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. The INSPECTOR and the DISTRICT do hereby contract and agree as follows:

(A) The INSPECTOR shall at all times be qualified and approved by the Division of the State Architect (“DSA”), Department of General Services, State of California, and shall at all times maintain proper qualifications, to perform the duties of and act as General Building Inspector on school building construction projects and modification of the type for which he/she agrees to perform inspection services. The INSPECTOR shall be properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this AGREEMENT.

(B) Services to be Provided by the INSPECTOR. The INSPECTOR shall provide to the DISTRICT on the terms set forth herein all the services articulated in Section (C) of this AGREEMENT and as set forth in the INSPECTOR’s Proposal which shall be attached hereto and incorporated herein as EXHIBIT “A” (the “INSPECTOR’s PROPOSAL”). The PARTIES agree that the terms of this AGREEMENT shall be controlling over any of the terms contained within the INSPECTOR’s PROPOSAL.

(C) The INSPECTOR agrees to discharge the duties of an inspector as specified in California Education Code Sections 81141 and 81143 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations. These duties include, but are not limited to, the following:

- (1) **General.** The INSPECTOR shall act under the direction of the architect and registered engineer. The Inspector shall attend all planning, pre-construction conferences, project meetings, and/or meetings as required by the DISTRICT.
- (2) **Duties.** The general duties of the INSPECTOR in fulfilling his/her responsibilities are as follows:

- (a) **Continuous Inspection Requirement.** The INSPECTOR must have actual personal knowledge, which is obtained by his or her personal and continuous inspection of the work of construction in all stages of its progress, as set forth in California Education Code Section 81141, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In any case, the INSPECTOR must personally inspect every part of the work. In no case shall the INSPECTOR have or assume any duties which will prevent him/her from providing continuous inspection.

- (b) **Relations with Architect and Engineer.** The INSPECTOR shall work under the general direction of the architect or registered engineer. All inconsistencies or seeming errors in

the plans and specifications shall be reported promptly to the architect or registered engineer for his interpretation and instructions. In no case, however, shall the instruction of the architect or registered engineer be construed to cause work to be done which is not in conformity with approved plans, specifications, and change orders. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible architect for preparation of change orders to cover the required work.

(c) Job File.

(i) The INSPECTOR shall keep a Job File on the PROJECT jobsite at all times in an organized manner (along with a back-up of the files on some other media such as a hard drive or back-up electronic file service). The INSPECTOR's Job File shall be readily accessible to the DSA, the DISTRICT, Project Architect/Engineer upon site visits and upon request. The INSPECTOR's Job File shall include all documents required to be maintained on a school construction site in accordance with Title 24 including, but not limited to, the following:

- (A) Form DSA 152 – Project Inspection Card(s)
- (B) DSA approved plans and specifications;
- (C) DSA approved Form DSA 103 – Statement of Structural Tests and Special Inspections
- (D) Deferred submittals as required by the DSA approved plans;
- (E) DSA approved addenda and revisions;
- (F) DSA approved Construction Change Documents;
- (G) Contractor submittals (construction schedule, shop drawings, material certificates, products labels, concrete trip tickets, etc.) as required by the DSA approved Construction Documents;
- (H) Communication log; all communications and project related meeting minutes/notes;
- (I) Deviation Notices (Form DSA 154), as delivered to the DSA, Project Architect/Engineer and Contractor with log listing all notices with resolution status;
- (J) Notices of Deviations/Resolution of Deviations (Form DSA 154);
- (K) Inspector Daily Reports;
- (L) Laboratory tests and inspection reports (Form DSA 291);
- (M) Special inspection reports (Form DSA 292);
- (N) Geotechnical reports (Form DSA 293);
- (O) Records of concrete placing operations;
- (P) Records of welding operations;
- (Q) Records of pile driving operations;
- (R) Verified reports from all parties required to file verified reports;
- (S) Completed semi-monthly reports;
- (T) DSA Field Trip Notes;
- (U) Project Inspector Notifications (Form DSA 151);
- (V) Contractor Notification to Project Inspector Commencement/Completion of Work (Form DSA 156);

- (W) Certificate of Compliance – Approved Bleacher/Grandstand Fabricator (Form DSA 130);
- (X) Applicable codes and referenced standards;
- (Y) Any other documents required to provide a complete record of construction.

The INSPECTOR shall notify the DISTRICT immediately when the Architect, Engineer, Contractor, Laboratory of Record, Special Inspector, or any other party involved in the construction of the PROJECT, has failed to timely prepare and submit any of the above documents to the DSA and/or the INSPECTOR as required by Title 24 and PR 13-01. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

(ii) The INSPECTOR shall provide the DISTRICT with a copy of the entire Job File with the exception of the building codes and standards at the completion of the PROJECT.

(iii) Notwithstanding any other requirements in this AGREEMENT or Title 24, the INSPECTOR shall ensure that copies of the following documents are submitted to the DSA from the INSPECTOR's Job File which shall hereinafter be collectively referred to as the "DSA Document Submittal":

- (A) All completed Form DSA 152 documents required for the completion of the PROJECT;
- (B) All completed Form DSA 6PI documents including interim and final verified reports;
- (C) All completed Form DSA 6AE documents including interim and final verified reports;
- (D) The completed Form DSA 6C documents from each contractor having a contract with the SCHOOL;
- (E) All completed Form DSA 292 documents including interim and final reports prepared by the Special Inspectors;
- (F) All completed Form DSA 291 documents including interim and final reports prepared by the Engineering Manager of the Laboratory of Record;
- (G) All completed Form DSA 293 documents including interim and final reports prepared by the Geotechnical Engineer;
- (H) The completed Form DSA 130 Certificate of Compliance for Bleachers and Grandstand Fabricator as applicable.

(iv) The documents making up the DSA Document Submittal shall be submitted to the DSA upon any of the following events:

- (A) The services of the INSPECTOR are terminated for any reason prior to the completion of the PROJECT;
- (B) The PROJECT is substantially complete in accordance with DSA requirements;
- (C) The work on the PROJECT is suspended for a period of more than one (1) year; or
- (D) Upon the request of the DSA.

(v) The INSPECTOR shall immediately return any unapproved documents to the Architect for proper action and notify the DSA if the Contractor proceeds with construction activities in accordance with such unapproved documents.

(vi) All documents required to be submitted to the DSA by the INSPECTOR in accordance with Title 24, PR 13-01 and this AGREEMENT shall also be submitted electronically in accordance with the DSA's approved procedures for the submittal of such documents.

(d) Project Inspection Cards.

(i) The INSPECTOR shall obtain the Project Inspection Cards ("PIC") (Form DSA 152) necessary for the inspection of the PROJECT from the Project Architect/Engineer for the INSPECTOR's use in approving and signing off work as it is completed on the PROJECT. The Inspector shall notify the DSA Regional Office with the construction oversight authority over the PROJECT, by phone and electronically, if construction commences without the INSPECTOR having received the PIC's necessary for the inspection and completion of the PROJECT.

(ii) The INSPECTOR shall complete each PIC as the work progresses pursuant to Title 24, the DSA 152 Manual, PR 13-01 and this AGREEMENT. The INSPECTOR shall not approve and sign off a block or section on a PIC unless the INSPECTOR has verified that: (1) the identified work is in compliance with the DSA approved Construction Documents; (2) all required testing and special inspections have been completed; (3) any and all deviations from the DSA approved Construction Documents have been resolved; (4) all DSA field trip note issues have been resolved; and (5) all required documentation has been received by the INSPECTOR.

(iii) The INSPECTOR shall post all PIC's in the INSPECTOR's Project File and shall electronically post the PIC's with the DSA as work is being completed on the PROJECT. Electronic posting of the PIC's shall be performed by emailing the PIC's to the DSA Regional Office with the construction oversight authority over the PROJECT. The INSPECTOR shall consistently update the PIC's as work on the PROJECT is being completed. Each time the INSPECTOR updates the PIC's in the INSPECTOR's Project File, the INSPECTOR shall simultaneously update the corresponding PIC posted electronically with the DSA to ensure the PIC's in the INSPECTOR's Project File are current and consistent with the PIC's that are posted electronically with the DSA. The INSPECTOR shall allow any party involved in the construction of the PROJECT to review any PIC at the INSPECTOR's office upon request. The INSPECTOR shall provide a current copy of any PIC to the DSA, the DISTRICT, Project Architect/Engineer or any other state agency upon request.

(iv) The INSPECTOR shall collect copies of the Interim Verified Reports prepared by the Project Architect/Engineer (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the following sections of the PIC's as applicable:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;

- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

If the Project Architect/Engineer has delegated responsibility for any portion of the PROJECT's design to other engineers, the INSPECTOR shall likewise obtain copies of the Interim Verified Reports prepared by such engineers (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to the other engineers. In the case of a Geotechnical engineer, the INSPECTOR shall collect a copy of the Interim Verified Report (Form DSA 293) prepared by such Geotechnical engineer as applicable before the INSPECTOR can approve and sign off any of the above sections that relate to the portions of the PROJECT that were delegated to the Geotechnical engineer.

(v) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 291) prepared by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require testing or special inspections by the employees of the Laboratory of Record as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

(vi) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 292) prepared by any Special Inspector not employed by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require special inspections by such Special Inspectors as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

(vii) The INSPECTOR shall obtain the original PIC's for the in-plant construction of any relocatable building being placed on the PROJECT site as part of the PROJECT at the time such relocatable building is delivered to the PROJECT site. The INSPECTOR shall post such PIC's in the INSPECTOR's Project File and with the DSA. The INSPECTOR shall also provide the DISTRICT and the Project Architect/Engineer with copies of the PIC's from the in-plant construction of the relocatable buildings that were prepared by the in-plant project inspector.

(viii) The INSPECTOR shall immediately notify the DSA Regional Office with construction oversight authority over the PROJECT, by phone and electronically, if applicable blocks/sections of any PIC have not been signed off by the INSPECTOR and the Contractor on the PROJECT is proceeding with construction activities that are covering the unapproved work.

(e) Testing and Special Inspections.

(i) The INSPECTOR shall obtain a copy of the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103) from the Project Architect/Engineer prior to the commencement of construction and maintain a copy of the approved DSA 103 form in the INSPECTOR's Project File for the duration of the PROJECT. The INSPECTOR shall thoroughly review and evaluate the approved Form DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

(ii) The INSPECTOR shall meet with the Project Architect/Engineer, DISTRICT and Contractor as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

(iii) The INSPECTOR shall meet with the Laboratory of Record and all Special Inspectors that are not employed by the Laboratory of Record to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents. The INSPECTOR shall ensure that the Laboratory of Record and all Special Inspectors obtain copies of the DSA approved Construction Documents and a copy of the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of construction on the PROJECT.

(iv) The INSPECTOR shall verify that each laboratory providing materials/structural testing is approved by the DSA to provide the services being performed by such laboratory in connection with the completion of the PROJECT. The INSPECTOR shall verify that all Special Inspectors employed by the Laboratory of Record are performing under the supervision of the Engineering Manager of the Laboratory of Record. The INSPECTOR shall verify the current certification of all Special Inspectors working on the PROJECT who are not employed by the Laboratory of Record prior to the commencement of any construction work that requires special inspection as required by the DSA approved Construction Documents.

- (v) INSPECTOR shall monitor the work of the Laboratory of Record and all Special Inspectors who are not employed by the Laboratory of Record to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The INSPECTOR shall verify that all necessary tests and special inspections are completed and that all necessary reports are collected by the INSPECTOR and posted in the INSPECTOR's Project File and posted electronically with the DSA prior to the start of the construction work requiring such test and/or special inspections and prior to the INSPECTOR signing off or otherwise approving any block/section of a PIC that requires testing and/or special inspection according to the DSA approved Construction Documents.
- (vi) Copies of all daily inspection reports, special daily inspection reports, Interim Verified Reports, Verified Reports and any other reports related to the testing and special inspections performed on the PROJECT, pursuant to the DSA approved Construction Documents, shall be maintained and posted in the INSPECTOR's Project File throughout the duration of the PROJECT. All testing and special inspection related reports obtained by the INSPECTOR pursuant to this Section (C)(2)(e) shall also be posted electronically with the DSA.
- (f) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations. See also sample of semimonthly report in Appendix of Title 24 of the California Code of Regulations.
- (g) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT. Such reports shall include, but not be limited to, the following information:
 - (i) Activities performed by the Contractors, and areas where work is performed with relation to the plans and specifications.
 - (ii) Manpower assigned to the Contractor and subcontractor(s), including the number of individuals in each trade and the type of work being performed.
 - (iii) Weather conditions.
 - (iv) Equipment and materials delivered to the site.
 - (v) Construction equipment and vehicles utilized and duration on PROJECT.
 - (vi) Nature and location of the work being performed (starting and completion dates for various portions of the work).
 - (vii) Verbal communication and clarifications of the work given to the Contractor awarded the PROJECT.
 - (viii) Inspection by representatives of regulatory agencies.

- (ix) Occurrences or conditions that might affect Contract Sum or Contract Time.
 - (x) Visitors to the site, titles, and employers of visitors, and reasons for visit.
 - (xi) INSPECTOR's record journal to include "Pertinent Calls" relating to conflicting issues regarding changes to documents, i.e., plans, specifications, change orders and job conditions affecting the interests of the DISTRICT.
 - (xii) Any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
 - (xiii) Times of day INSPECTOR was present on site.
- (h) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:
- (i) When work is started on the PROJECT.
 - (ii) At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms.
 - (iii) At least 48 hours in advance of the first pour of concrete.
 - (iv) When work is suspended for a period of more than two weeks.
 - (v) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:
 - (vi) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.
 - (vii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
 - (viii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

All records of construction procedure shall be kept on the job until the completion of the work. All records kept by the INSPECTOR arising out of or in any way connected with the PROJECT shall be and remain the property of the DISTRICT. At the end of each individual PROJECT, the INSPECTOR shall provide to the DISTRICT with all PROJECT documentation in a professional format, both in binders and on a computer CD.

A complete and accurate copy of all records kept or created by the INSPECTOR arising under or connected in any way to the PROJECT shall be furnished by the INSPECTOR to the DISTRICT immediately upon written demand by the DISTRICT.

- 2 Deviations. The INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to his/her attention. Copies of such notice shall be forwarded immediately to the architect or registered engineer, and to the Division of the State Architect.

Failure on the part of the INSPECTOR to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by his/her contract in accordance with the approved plans and specifications and all laws and regulations.

- 3 Verified Reports. The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall prepare and deliver to the Division of the State

Architect detailed statements of fact regarding materials, operations, etc., when requested.

- 4 Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect or registered engineer, to the DISTRICT's board, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

(D) Insurance. The INSPECTOR 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 the INSPECTOR and DISTRICT from claims which may arise out of or result from the INSPECTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves 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:

- (1) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, in no event shall such policy limit be less than \$1,000,000.00.

- (2) Comprehensive general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury and property damage liability per occurrence, including:

- a. Owned, non-owned and hired vehicles at cash value;
- b. Blanket contractual;
- c. Broad form property damage;
- d. Products/completed operations; and
- e. Personal injury.

- (3) Professional liability insurance, including contractual liability, with limits of One Million Dollars (\$1,000,000), per occurrence. 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. In the event that INSPECTOR subcontracts any portion of INSPECTOR's duties, INSPECTOR shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

- (4) Each policy of insurance required in Section D(2) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of the INSPECTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. The INSPECTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the INSPECTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the INSPECTOR 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 the INSPECTOR, and in such event, the INSPECTOR shall reimburse DISTRICT upon demand for the cost thereof.

(E) The DISTRICT agrees to pay the INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A". This AGREEMENT is based on estimated Time and Material expense. In no event shall the total payment to INSPECTOR under this AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **FOUR HUNDRED SIXTY-FOUR THOUSAND FIVE HUNDRED NINETY-TWO DOLLARS (\$464,592)**, including THIRTY THOUSAND DOLLARS (\$30,000) allowance for all services performed and expenses incurred pursuant to this AGREEMENT.

(F) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT. The INSPECTOR shall devote each working day to the inspection of MORENO VALLEY COLLEGE STUDENT SERVICES RENOVATION PROJECT (hereinafter referred to as the "PROJECT(S)").

(G) Termination. 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 the INSPECTOR; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

- (1) In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay INSPECTOR 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 INSPECTOR 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 other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement inspector costs shall be deducted from payments to the INSPECTOR.
- (2) 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 Paragraph (G)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by INSPECTOR.

- (3) This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR 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 INSPECTOR for Board approved extra services.
- (4) In the event the INSPECTOR is terminated, with or without cause, the INSPECTOR shall personally provide all the original PIC's prepared or obtained by the INSPECTOR in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original PIC's must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the INSPECTOR's termination. Under no circumstances shall the INSPECTOR withhold any original PIC's related to the PROJECT upon the INSPECTOR's termination. The INSPECTOR shall be responsible for any delays on the PROJECT that arise out of the INSPECTOR's failure to provide the original PIC's to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the INSPECTOR's termination, the INSPECTOR shall provide copies of all current PIC's in the INSPECTOR's Project File to the DISTRICT along with all other documents detailed in Section (C)(2)(c) of this AGREEMENT.
- (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, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but the INSPECTOR'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.
- (6) THE DISTRICT AND INSPECTOR UNDERSTAND AND AGREE THAT SECTION (G) OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(H) Hold Harmless. To the fullest extent permitted by law, the INSPECTOR agrees to indemnify, defend and hold the DISTRICT entirely harmless from all liability arising out of:

- (1) Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and
- (2) General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the INSPECTOR or any person, firm or corporation employed by the INSPECTOR related to, founded upon or in connection with this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

- (3) Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, 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 the sole or active negligence, or willful misconduct of the DISTRICT.
- (4) Business Automobile Liability. Liability for bodily injury or property damage claims arising out of the use of owned, hired, or non-owned automobiles operated by the INSPECTOR, its officers, agents, employees or anyone employed by the INSPECTOR, in connection with work performed under this AGREEMENT.
- (5) INSPECTOR, at INSPECTOR's 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 of the causes, damages or injuries identified herein Section (H) 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.
- (6) THE PARTIES UNDERSTAND AND AGREE THAT SECTION (H) OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT OR OTHERWISE INCLUDED IN THE CONSULTANT'S TERMS AND CONDITIONS SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.
- (7) ANY ATTEMPT TO LIMIT THE INSPECTOR'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE INSPECTOR.

(I) Independent Contractor. INSPECTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. The INSPECTOR understands and agrees that INSPECTOR and all of INSPECTOR'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. The INSPECTOR assumes the full responsibility for the acts and/or omissions of the INSPECTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. The INSPECTOR shall assume full responsibility for payment of all prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective INSPECTOR's employees. INSPECTOR shall fully defend and indemnify the DISTRICT from any claims, damages or any liability arising from or related to DISTRICT or its subcontractors' failure to comply with any applicable prevailing wage laws and requirements.

(J) 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 the INSPECTOR.

(K) The DISTRICT and the INSPECTOR, 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. The INSPECTOR shall not assign this AGREEMENT.

(L) This AGREEMENT shall be governed by the laws of the State of California.

(M) 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 INSPECTOR 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 INSPECTOR.

(N) THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INSPECTOR. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE INSPECTOR SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE INSPECTOR MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE INSPECTOR'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

(O) Time is of the essence with respect to all provisions of this AGREEMENT.

(P) This AGREEMENT will be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguities with respect to, any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

(Q) If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

(R) All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by this reference as though fully set forth in each instance in the text hereof unless otherwise excluded by this AGREEMENT.

(S) This AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

(T) Assignment. INSPECTOR shall not assign or transfer this AGREEMENT or any interests of INSPECTOR herein without the prior written approval of the DISTRICT. Any such attempt by the INSPECTOR to assign or transfer this AGREEMENT or any of the INSPECTOR's interests set forth herein without the DISTRICT's written approval shall be void and shall be given no force or effect. No individual person assigned to provide the services hereunder for the PROJECT may be changed or substituted without the prior written consent of the DISTRICT. Such consent may be given or withheld in the DISTRICT's absolute discretion.

(U) Administration. The INSPECTOR shall produce, or shall hire the necessary independent contractors and/or consultants needed to produce, a clerically smooth product for the DISTRICT and for the INSPECTOR's routine correspondence with the DISTRICT. These clerical services shall be provided at no additional expense to the DISTRICT.

(V) Conflict of Interest. The INSPECTOR hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the INSPECTOR has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; and (ii) the INSPECTOR shall not employ in the performance of services under this AGREEMENT any person or entity having such an interest.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

KNOWLAND CONSTRUCTION SERVICES
33 Narcissa Drive
Rancho Palos Verdes, CA 90275

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
Christopher Knowland
President
Knowland Construction Services

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

Date: _____

Date: _____

EXHIBIT “A”

See attached Proposal as Exhibit “A”
(for NC Center for Human Performance & Kinesiology Project, Knowland Construction Services – Inspection Services Agreement, RFP #49-24/25-4)

PROPOSAL FOR PROJECT INSPECTOR SERVICES

SCHOOL DISTRICT: **Riverside Community College District**

INSPECTORS: **Dan Alberico / Todd Hainsworth / or other approved KCS IOR / PE / Personnel, as required.**

PROJECT MANAGER: **Austin Knowland**

PROJECT: **CENTER FOR HUMAN PERFORMANCE & KINESIOLOGY BUILDING PROJECT (04-122270)**

DURATION: **July 21, 2025 – August 2, 2027
Class 1 IOR Full Time; 4,024 hours @ \$108.00/hour**

RATE:

Inspector Name	Hourly Rate	Hours	Total Price	Allowance	Grand Total (Not to Exceed)
Dan Alberico / Todd Hainsworth	\$ 108.00	4,024	\$ 434,592.00	\$ 30,000.00	\$ 464,592.00

PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:

1. Knowland Construction Services agrees to provide for continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs.
2. Represent the District under the guidance of the designee of the District Superintendent.
3. Attend all planning, pre-construction conference, project meetings, or meetings as required by the District.
4. Monitor and observe all Special Inspections performed by the Districts contracted Testing Lab as required by the Testing and Inspections Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by Special Inspectors. Perform or monitor testing for Torque, Epoxy, Pull Tests, and other tests as approved by the DSA Field Engineer. Knowland Construction Services shall assist in minimizing unnecessary costs for testing where possible.

5. The District & the Inspector, Knowland Construction Services, shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of or connected with the provisions of this agreement and the contract documents.
6. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing. Contract is intended to be an agency agreement and may be terminated in 15 days by either party with or without cause. This Agency Agreement shall be assignable to other schools within the District, and shall apply to other Inspectors as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationships with Inspectors introduced to the District through Knowland Construction Services for a period of two (2) years after the dissolution of any contracts through Knowland Construction Services unless permission is granted prior to such relationships.
7. Knowland Construction Services shall maintain in effect a \$1 million General Liability insurance policy, Workman's Compensation as required, and Full Liability Auto Insurance as required. District requests for additional insurances shall be paid additionally by the District at current market rates.
8. Long Beach Unified School District agrees to pay Knowland Construction Services the cost of project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice. KCS shall bill in (4) or (8) hour increments (to include drive time) for each site visit. If Fixed Fee option is selected, KCS shall bill half of the fixed fee amount at 50% project completion and the remaining amount at substantial completion of each project. Overtime shall be billed at 1 ½ times standard pay or per the local operator's union.

KCS will allocate (4) hours per month for KCS administrative fees/ Project Management oversight. Knowland Construction Services (Project Inspectors /Project Managers/ Engineers) shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. The District shall provide all utility lines, office space and furniture on an off-site location. KCS at its own discretion may utilize project managers or project engineers to perform administrative, report writing, DSA Box, and other duties where it is in the interest of the project.
9. When an IOR is on vacation or unable to be at the project for reasons beyond his reasonable control, a Project Manager / Project Engineer will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the Inspector of Record. Hours billed for inspection services shall include only hours worked in support of the project. Other billing arrangements may be as agreed in writing by the District.

Dated: May 28, 2025

Christopher Knowland

Christopher Knowland – KCS

Dated: May 28, 2025

Agent – Riverside CCD

Board of Trustees Regular Meeting (VI.X)

Meeting	June 17, 2025
Agenda Item	Grants, Contracts and Agreements (VI.X)
Subject	Grants, Contracts and Agreements - Inspection Services Agreement with Knowland Construction for the Norco College STEM 100 Renovation for CACT Relocation Project (Secondary Effect No. 1 for NC Center for Human Performance & Kinesiology)
College/District	Norco College
Funding	Local Resources
Recommended Action	Recommend approving the Inspection Services Agreement for the Norco College STEM 100 Renovation for CACT Relocation Project with Knowland Construction Services for the not to exceed amount of \$118,860.

Background Narrative:

The District issued Request for Proposal (RFP No. 47-24/25-4) on May 28, 2025 to the District's pre-qualified pool of Inspection Services firms to select an Inspector of Record (IOR) in accordance with the Division of the State Architect (DSA) requirements for the Norco STEM 100 Renovation for CACT Relocation Project (Secondary Effect No. 1 for NC Center for Human Performance & Kinesiology). The RFPs were evaluated based on the following criteria: 1) statement of qualifications review, and 2) fee proposal evaluation.

The District received three (3) RFP responses that were reviewed and evaluated by the Facilities Planning & Development staff and the project Construction Manager.

Based on the evaluation of the proposals, it is recommended that Knowland Construction Services provide inspection services for the Norco College (NC) STEM 100 Renovation for CACT Relocation Project (Secondary Effect No. 1 for the NC Center for Human Performance & Kinesiology) in the not to exceed amount of \$118,860. The term of the agreement is from June 18, 2025 through Project completion.

Prepared By: Monica Green, President, Norco College
Michael Collins, Vice President, Business Services, Norco College
Aaron S. Brown, Vice Chancellor, Business and Financial Services
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development
Bart Doering, Director of Facilities Development, Facilities Planning & Development
Mehran Mohtasham, Director, Capital Planning, Facilities Planning & Development

Attachment(s):

[Agreement - IOR_NC STEM 100_Knowland](#)

INSPECTOR SERVICES AGREEMENT

This AGREEMENT is made and entered into this 18th day of June, 2025, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT (“DISTRICT”), and **KNOWLAND CONSTRUCTION SERVICES** (“INSPECTOR”). The DISTRICT and the INSPECTOR are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. The INSPECTOR and the DISTRICT do hereby contract and agree as follows:

(A) The INSPECTOR shall at all times be qualified and approved by the Division of the State Architect (“DSA”), Department of General Services, State of California, and shall at all times maintain proper qualifications, to perform the duties of and act as General Building Inspector on school building construction projects and modification of the type for which he/she agrees to perform inspection services. The INSPECTOR shall be properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this AGREEMENT.

(B) Services to be Provided by the INSPECTOR. The INSPECTOR shall provide to the DISTRICT on the terms set forth herein all the services articulated in Section (C) of this AGREEMENT and as set forth in the INSPECTOR’s Proposal which shall be attached hereto and incorporated herein as EXHIBIT “A” (the “INSPECTOR’s PROPOSAL”). The PARTIES agree that the terms of this AGREEMENT shall be controlling over any of the terms contained within the INSPECTOR’s PROPOSAL.

(C) The INSPECTOR agrees to discharge the duties of an inspector as specified in California Education Code Sections 81141 and 81143 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations. These duties include, but are not limited to, the following:

- (1) **General.** The INSPECTOR shall act under the direction of the architect and registered engineer. The Inspector shall attend all planning, pre-construction conferences, project meetings, and/or meetings as required by the DISTRICT.
- (2) **Duties.** The general duties of the INSPECTOR in fulfilling his/her responsibilities are as follows:

- (a) **Continuous Inspection Requirement.** The INSPECTOR must have actual personal knowledge, which is obtained by his or her personal and continuous inspection of the work of construction in all stages of its progress, as set forth in California Education Code Section 81141, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In any case, the INSPECTOR must personally inspect every part of the work. In no case shall the INSPECTOR have or assume any duties which will prevent him/her from providing continuous inspection.

- (b) **Relations with Architect and Engineer.** The INSPECTOR shall work under the general direction of the architect or registered engineer. All inconsistencies or seeming errors in

the plans and specifications shall be reported promptly to the architect or registered engineer for his interpretation and instructions. In no case, however, shall the instruction of the architect or registered engineer be construed to cause work to be done which is not in conformity with approved plans, specifications, and change orders. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible architect for preparation of change orders to cover the required work.

(c) Job File.

(i) The INSPECTOR shall keep a Job File on the PROJECT jobsite at all times in an organized manner (along with a back-up of the files on some other media such as a hard drive or back-up electronic file service). The INSPECTOR's Job File shall be readily accessible to the DSA, the DISTRICT, Project Architect/Engineer upon site visits and upon request. The INSPECTOR's Job File shall include all documents required to be maintained on a school construction site in accordance with Title 24 including, but not limited to, the following:

- (A) Form DSA 152 – Project Inspection Card(s)
- (B) DSA approved plans and specifications;
- (C) DSA approved Form DSA 103 – Statement of Structural Tests and Special Inspections
- (D) Deferred submittals as required by the DSA approved plans;
- (E) DSA approved addenda and revisions;
- (F) DSA approved Construction Change Documents;
- (G) Contractor submittals (construction schedule, shop drawings, material certificates, products labels, concrete trip tickets, etc.) as required by the DSA approved Construction Documents;
- (H) Communication log; all communications and project related meeting minutes/notes;
- (I) Deviation Notices (Form DSA 154), as delivered to the DSA, Project Architect/Engineer and Contractor with log listing all notices with resolution status;
- (J) Notices of Deviations/Resolution of Deviations (Form DSA 154);
- (K) Inspector Daily Reports;
- (L) Laboratory tests and inspection reports (Form DSA 291);
- (M) Special inspection reports (Form DSA 292);
- (N) Geotechnical reports (Form DSA 293);
- (O) Records of concrete placing operations;
- (P) Records of welding operations;
- (Q) Records of pile driving operations;
- (R) Verified reports from all parties required to file verified reports;
- (S) Completed semi-monthly reports;
- (T) DSA Field Trip Notes;
- (U) Project Inspector Notifications (Form DSA 151);
- (V) Contractor Notification to Project Inspector Commencement/Completion of Work (Form DSA 156);

- (W) Certificate of Compliance – Approved Bleacher/Grandstand Fabricator (Form DSA 130);
- (X) Applicable codes and referenced standards;
- (Y) Any other documents required to provide a complete record of construction.

The INSPECTOR shall notify the DISTRICT immediately when the Architect, Engineer, Contractor, Laboratory of Record, Special Inspector, or any other party involved in the construction of the PROJECT, has failed to timely prepare and submit any of the above documents to the DSA and/or the INSPECTOR as required by Title 24 and PR 13-01. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

(ii) The INSPECTOR shall provide the DISTRICT with a copy of the entire Job File with the exception of the building codes and standards at the completion of the PROJECT.

(iii) Notwithstanding any other requirements in this AGREEMENT or Title 24, the INSPECTOR shall ensure that copies of the following documents are submitted to the DSA from the INSPECTOR's Job File which shall hereinafter be collectively referred to as the "DSA Document Submittal":

- (A) All completed Form DSA 152 documents required for the completion of the PROJECT;
- (B) All completed Form DSA 6PI documents including interim and final verified reports;
- (C) All completed Form DSA 6AE documents including interim and final verified reports;
- (D) The completed Form DSA 6C documents from each contractor having a contract with the SCHOOL;
- (E) All completed Form DSA 292 documents including interim and final reports prepared by the Special Inspectors;
- (F) All completed Form DSA 291 documents including interim and final reports prepared by the Engineering Manager of the Laboratory of Record;
- (G) All completed Form DSA 293 documents including interim and final reports prepared by the Geotechnical Engineer;
- (H) The completed Form DSA 130 Certificate of Compliance for Bleachers and Grandstand Fabricator as applicable.

(iv) The documents making up the DSA Document Submittal shall be submitted to the DSA upon any of the following events:

- (A) The services of the INSPECTOR are terminated for any reason prior to the completion of the PROJECT;
- (B) The PROJECT is substantially complete in accordance with DSA requirements;
- (C) The work on the PROJECT is suspended for a period of more than one (1) year; or
- (D) Upon the request of the DSA.

(v) The INSPECTOR shall immediately return any unapproved documents to the Architect for proper action and notify the DSA if the Contractor proceeds with construction activities in accordance with such unapproved documents.

(vi) All documents required to be submitted to the DSA by the INSPECTOR in accordance with Title 24, PR 13-01 and this AGREEMENT shall also be submitted electronically in accordance with the DSA's approved procedures for the submittal of such documents.

(d) Project Inspection Cards.

(i) The INSPECTOR shall obtain the Project Inspection Cards ("PIC") (Form DSA 152) necessary for the inspection of the PROJECT from the Project Architect/Engineer for the INSPECTOR's use in approving and signing off work as it is completed on the PROJECT. The Inspector shall notify the DSA Regional Office with the construction oversight authority over the PROJECT, by phone and electronically, if construction commences without the INSPECTOR having received the PIC's necessary for the inspection and completion of the PROJECT.

(ii) The INSPECTOR shall complete each PIC as the work progresses pursuant to Title 24, the DSA 152 Manual, PR 13-01 and this AGREEMENT. The INSPECTOR shall not approve and sign off a block or section on a PIC unless the INSPECTOR has verified that: (1) the identified work is in compliance with the DSA approved Construction Documents; (2) all required testing and special inspections have been completed; (3) any and all deviations from the DSA approved Construction Documents have been resolved; (4) all DSA field trip note issues have been resolved; and (5) all required documentation has been received by the INSPECTOR.

(iii) The INSPECTOR shall post all PIC's in the INSPECTOR's Project File and shall electronically post the PIC's with the DSA as work is being completed on the PROJECT. Electronic posting of the PIC's shall be performed by emailing the PIC's to the DSA Regional Office with the construction oversight authority over the PROJECT. The INSPECTOR shall consistently update the PIC's as work on the PROJECT is being completed. Each time the INSPECTOR updates the PIC's in the INSPECTOR's Project File, the INSPECTOR shall simultaneously update the corresponding PIC posted electronically with the DSA to ensure the PIC's in the INSPECTOR's Project File are current and consistent with the PIC's that are posted electronically with the DSA. The INSPECTOR shall allow any party involved in the construction of the PROJECT to review any PIC at the INSPECTOR's office upon request. The INSPECTOR shall provide a current copy of any PIC to the DSA, the DISTRICT, Project Architect/Engineer or any other state agency upon request.

(iv) The INSPECTOR shall collect copies of the Interim Verified Reports prepared by the Project Architect/Engineer (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the following sections of the PIC's as applicable:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;

- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

If the Project Architect/Engineer has delegated responsibility for any portion of the PROJECT's design to other engineers, the INSPECTOR shall likewise obtain copies of the Interim Verified Reports prepared by such engineers (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to the other engineers. In the case of a Geotechnical engineer, the INSPECTOR shall collect a copy of the Interim Verified Report (Form DSA 293) prepared by such Geotechnical engineer as applicable before the INSPECTOR can approve and sign off any of the above sections that relate to the portions of the PROJECT that were delegated to the Geotechnical engineer.

(v) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 291) prepared by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require testing or special inspections by the employees of the Laboratory of Record as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

(vi) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 292) prepared by any Special Inspector not employed by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require special inspections by such Special Inspectors as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

(vii) The INSPECTOR shall obtain the original PIC's for the in-plant construction of any relocatable building being placed on the PROJECT site as part of the PROJECT at the time such relocatable building is delivered to the PROJECT site. The INSPECTOR shall post such PIC's in the INSPECTOR's Project File and with the DSA. The INSPECTOR shall also provide the DISTRICT and the Project Architect/Engineer with copies of the PIC's from the in-plant construction of the relocatable buildings that were prepared by the in-plant project inspector.

(viii) The INSPECTOR shall immediately notify the DSA Regional Office with construction oversight authority over the PROJECT, by phone and electronically, if applicable blocks/sections of any PIC have not been signed off by the INSPECTOR and the Contractor on the PROJECT is proceeding with construction activities that are covering the unapproved work.

(e) Testing and Special Inspections.

(i) The INSPECTOR shall obtain a copy of the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103) from the Project Architect/Engineer prior to the commencement of construction and maintain a copy of the approved DSA 103 form in the INSPECTOR's Project File for the duration of the PROJECT. The INSPECTOR shall thoroughly review and evaluate the approved Form DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

(ii) The INSPECTOR shall meet with the Project Architect/Engineer, DISTRICT and Contractor as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

(iii) The INSPECTOR shall meet with the Laboratory of Record and all Special Inspectors that are not employed by the Laboratory of Record to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents. The INSPECTOR shall ensure that the Laboratory of Record and all Special Inspectors obtain copies of the DSA approved Construction Documents and a copy of the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of construction on the PROJECT.

(iv) The INSPECTOR shall verify that each laboratory providing materials/structural testing is approved by the DSA to provide the services being performed by such laboratory in connection with the completion of the PROJECT. The INSPECTOR shall verify that all Special Inspectors employed by the Laboratory of Record are performing under the supervision of the Engineering Manager of the Laboratory of Record. The INSPECTOR shall verify the current certification of all Special Inspectors working on the PROJECT who are not employed by the Laboratory of Record prior to the commencement of any construction work that requires special inspection as required by the DSA approved Construction Documents.

- (v) INSPECTOR shall monitor the work of the Laboratory of Record and all Special Inspectors who are not employed by the Laboratory of Record to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The INSPECTOR shall verify that all necessary tests and special inspections are completed and that all necessary reports are collected by the INSPECTOR and posted in the INSPECTOR's Project File and posted electronically with the DSA prior to the start of the construction work requiring such test and/or special inspections and prior to the INSPECTOR signing off or otherwise approving any block/section of a PIC that requires testing and/or special inspection according to the DSA approved Construction Documents.
- (vi) Copies of all daily inspection reports, special daily inspection reports, Interim Verified Reports, Verified Reports and any other reports related to the testing and special inspections performed on the PROJECT, pursuant to the DSA approved Construction Documents, shall be maintained and posted in the INSPECTOR's Project File throughout the duration of the PROJECT. All testing and special inspection related reports obtained by the INSPECTOR pursuant to this Section (C)(2)(e) shall also be posted electronically with the DSA.
- (f) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations. See also sample of semimonthly report in Appendix of Title 24 of the California Code of Regulations.
- (g) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT. Such reports shall include, but not be limited to, the following information:
 - (i) Activities performed by the Contractors, and areas where work is performed with relation to the plans and specifications.
 - (ii) Manpower assigned to the Contractor and subcontractor(s), including the number of individuals in each trade and the type of work being performed.
 - (iii) Weather conditions.
 - (iv) Equipment and materials delivered to the site.
 - (v) Construction equipment and vehicles utilized and duration on PROJECT.
 - (vi) Nature and location of the work being performed (starting and completion dates for various portions of the work).
 - (vii) Verbal communication and clarifications of the work given to the Contractor awarded the PROJECT.
 - (viii) Inspection by representatives of regulatory agencies.

- (ix) Occurrences or conditions that might affect Contract Sum or Contract Time.
 - (x) Visitors to the site, titles, and employers of visitors, and reasons for visit.
 - (xi) INSPECTOR's record journal to include "Pertinent Calls" relating to conflicting issues regarding changes to documents, i.e., plans, specifications, change orders and job conditions affecting the interests of the DISTRICT.
 - (xii) Any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
 - (xiii) Times of day INSPECTOR was present on site.
- (h) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:
- (i) When work is started on the PROJECT.
 - (ii) At least 48 hours in advance of the time when foundation trenches will be completeteready for footing forms.
 - (iii) At least 48 hours in advance of the first pour of concrete.
 - (iv) When work is suspended for a period of more than two weeks.
 - (v) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:
 - (vi) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.
 - (vii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
 - (viii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

All records of construction procedure shall be kept on the job until the completion of the work. All records kept by the INSPECTOR arising out of or in any way connected with the PROJECT shall be and remain the property of the DISTRICT. At the end of each individual PROJECT, the INSPECTOR shall provide to the DISTRICT with all PROJECT documentation in a professional format, both in binders and on a computer CD.

A complete and accurate copy of all records kept or created by the INSPECTOR arising under or connected in any way to the PROJECT shall be furnished by the INSPECTOR to the DISTRICT immediately upon written demand by the DISTRICT.

- 2 Deviations. The INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to his/her attention. Copies of such notice shall be forwarded immediately to the architect or registered engineer, and to the Division of the State Architect.

Failure on the part of the INSPECTOR to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by his/her contract in accordance with the approved plans and specifications and all laws and regulations.

- 3 Verified Reports. The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall prepare and deliver to the Division of the State

Architect detailed statements of fact regarding materials, operations, etc., when requested.

- 4 Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect or registered engineer, to the DISTRICT's board, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

(D) Insurance. The INSPECTOR 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 the INSPECTOR and DISTRICT from claims which may arise out of or result from the INSPECTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves 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:

- (1) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, in no event shall such policy limit be less than \$1,000,000.00.

- (2) Comprehensive general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury and property damage liability per occurrence, including:

- a. Owned, non-owned and hired vehicles at cash value;
- b. Blanket contractual;
- c. Broad form property damage;
- d. Products/completed operations; and
- e. Personal injury.

- (3) Professional liability insurance, including contractual liability, with limits of One Million Dollars (\$1,000,000), per occurrence. 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. In the event that INSPECTOR subcontracts any portion of INSPECTOR's duties, INSPECTOR shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

- (4) Each policy of insurance required in Section D(2) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of the INSPECTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. The INSPECTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the INSPECTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the INSPECTOR 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 the INSPECTOR, and in such event, the INSPECTOR shall reimburse DISTRICT upon demand for the cost thereof.

(E) The DISTRICT agrees to pay the INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A". This AGREEMENT is based on estimated Time and Material expense. In no event shall the total payment to INSPECTOR under this AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **ONE HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED SIXTY DOLLARS (\$118,860), Including ZERO DOLLARS (\$0) allowance** for all services performed and expenses incurred pursuant to this AGREEMENT.

(F) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT. The INSPECTOR shall devote each working day to the inspection of MORENO VALLEY COLLEGE STUDENT SERVICES RENOVATION PROJECT (hereinafter referred to as the "PROJECT(S)").

(G) Termination. 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 the INSPECTOR; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

- (1) In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay INSPECTOR 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 INSPECTOR 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 other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement inspector costs shall be deducted from payments to the INSPECTOR.
- (2) 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 Paragraph (G)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by INSPECTOR.

- (3) This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR 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 INSPECTOR for Board approved extra services.
- (4) In the event the INSPECTOR is terminated, with or without cause, the INSPECTOR shall personally provide all the original PIC's prepared or obtained by the INSPECTOR in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original PIC's must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the INSPECTOR's termination. Under no circumstances shall the INSPECTOR withhold any original PIC's related to the PROJECT upon the INSPECTOR's termination. The INSPECTOR shall be responsible for any delays on the PROJECT that arise out of the INSPECTOR's failure to provide the original PIC's to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the INSPECTOR's termination, the INSPECTOR shall provide copies of all current PIC's in the INSPECTOR's Project File to the DISTRICT along with all other documents detailed in Section (C)(2)(c) of this AGREEMENT.
- (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, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but the INSPECTOR'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.
- (6) THE DISTRICT AND INSPECTOR UNDERSTAND AND AGREE THAT SECTION (G) OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(H) Hold Harmless. To the fullest extent permitted by law, the INSPECTOR agrees to indemnify, defend and hold the DISTRICT entirely harmless from all liability arising out of:

- (1) Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and
- (2) General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the INSPECTOR or any person, firm or corporation employed by the INSPECTOR related to, founded upon or in connection with this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

- (3) Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, 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 the sole or active negligence, or willful misconduct of the DISTRICT.
- (4) Business Automobile Liability. Liability for bodily injury or property damage claims arising out of the use of owned, hired, or non-owned automobiles operated by the INSPECTOR, its officers, agents, employees or anyone employed by the INSPECTOR, in connection with work performed under this AGREEMENT.
- (5) INSPECTOR, at INSPECTOR's 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 of the causes, damages or injuries identified herein Section (H) 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.
- (6) THE PARTIES UNDERSTAND AND AGREE THAT SECTION (H) OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT OR OTHERWISE INCLUDED IN THE CONSULTANT'S TERMS AND CONDITIONS SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.
- (7) ANY ATTEMPT TO LIMIT THE INSPECTOR'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE INSPECTOR.

(I) Independent Contractor. INSPECTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. The INSPECTOR understands and agrees that INSPECTOR and all of INSPECTOR'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. The INSPECTOR assumes the full responsibility for the acts and/or omissions of the INSPECTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. The INSPECTOR shall assume full responsibility for payment of all prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective INSPECTOR's employees. INSPECTOR shall fully defend and indemnify the DISTRICT from any claims, damages or any liability arising from or related to DISTRICT or its subcontractors' failure to comply with any applicable prevailing wage laws and requirements.

(J) 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 the INSPECTOR.

(K) The DISTRICT and the INSPECTOR, 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. The INSPECTOR shall not assign this AGREEMENT.

(L) This AGREEMENT shall be governed by the laws of the State of California.

(M) 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 INSPECTOR 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 INSPECTOR.

(N) THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INSPECTOR. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE INSPECTOR SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE INSPECTOR MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE INSPECTOR'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

(O) Time is of the essence with respect to all provisions of this AGREEMENT.

(P) This AGREEMENT will be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguities with respect to, any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

(Q) If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

(R) All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by this reference as though fully set forth in each instance in the text hereof unless otherwise excluded by this AGREEMENT.

(S) This AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

(T) Assignment. INSPECTOR shall not assign or transfer this AGREEMENT or any interests of INSPECTOR herein without the prior written approval of the DISTRICT. Any such attempt by the INSPECTOR to assign or transfer this AGREEMENT or any of the INSPECTOR's interests set forth herein without the DISTRICT's written approval shall be void and shall be given no force or effect. No individual person assigned to provide the services hereunder for the PROJECT may be changed or substituted without the prior written consent of the DISTRICT. Such consent may be given or withheld in the DISTRICT's absolute discretion.

(U) Administration. The INSPECTOR shall produce, or shall hire the necessary independent contractors and/or consultants needed to produce, a clerically smooth product for the DISTRICT and for the INSPECTOR's routine correspondence with the DISTRICT. These clerical services shall be provided at no additional expense to the DISTRICT.

(V) Conflict of Interest. The INSPECTOR hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the INSPECTOR has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; and (ii) the INSPECTOR shall not employ in the performance of services under this AGREEMENT any person or entity having such an interest.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

KNOWLAND CONSTRUCTION SERVICES
33 Narcissa Drive
Rancho Palos Verdes, CA 90275

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
Christopher Knowland
President
Knowland Construction Services

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

Date: _____

Date: _____

EXHIBIT “A”

See attached Proposal as Exhibit “A”

**(for Norco College STEM 100 Renovation for CACT Relocation Project “Secondary Effect #1 for
Center for Human Performance & Kinesiology Project”, Knowland Construction Services –
Inspector of Record Agreement RFQ/P 47-24/25-4)**

PROPOSAL FOR PROJECT INSPECTOR SERVICES

SCHOOL DISTRICT: **Riverside Community College District**

INSPECTORS: **Todd Hainsworth / Denny Kong / Dan Alberico / or other approved KCS IOR / PE / Personnel, as required.**

PROJECT MANAGER: **Austin Knowland**

PROJECT: **Norco College STEM Bldg. 100 Renovation 04-124243**

DURATION: **July 1, 2025 – August 21, 2026**
Class 1 IOR Part Time, 1,132 hours @ \$105.00/hour

RATE:

DSA IOR	Inspector Name	Hourly Rate	Duration	Total Price
DSA Class 1 Inspector (Part-Time)	Todd Hainsworth / Denny Kong / Dan Alberico	\$ 105.00	1,132	\$ 118,860.00

PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:

1. Knowland Construction Services agrees to provide for continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs.
2. Represent the District under the guidance of the designee of the District Superintendent.
3. Attend all planning, pre-construction conference, project meetings, or meetings as required by the District.
4. Monitor and observe all Special Inspections performed by the Districts contracted Testing Lab as required by the Testing and Inspections Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by Special Inspectors. Perform or monitor testing for Torque, Epoxy, Pull Tests, and other tests as approved by the DSA Field Engineer. Knowland Construction Services shall assist in minimizing unnecessary costs for testing where possible.
5. The District & the Inspector, Knowland Construction Services, shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of or connected with the provisions of this agreement and the contract documents.

6. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing. Contract is intended to be an agency agreement and may be terminated in 15 days by either party with or without cause. This Agency Agreement shall be assignable to other schools within the District, and shall apply to other Inspectors as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationships with Inspectors introduced to the District through Knowland Construction Services for a period of two (2) years after the dissolution of any contracts through Knowland Construction Services unless permission is granted prior to such relationships.
7. Knowland Construction Services shall maintain in effect a \$1 million General Liability insurance policy, Workman's Compensation as required, and Full Liability Auto Insurance as required. District requests for additional insurances shall be paid additionally by the District at current market rates.
8. Long Beach Unified School District agrees to pay Knowland Construction Services the cost of project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice. KCS shall bill in (4) or (8) hour increments (to include drive time) for each site visit. If Fixed Fee option is selected, KCS shall bill half of the fixed fee amount at 50% project completion and the remaining amount at substantial completion of each project. Overtime shall be billed at 1 ½ times standard pay or per the local operator's union.

KCS will allocate (4) hours per month for KCS administrative fees/ Project Management oversight. Knowland Construction Services (Project Inspectors /Project Managers/ Engineers) shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. The District shall provide all utility lines, office space and furniture on an off-site location. KCS at its own discretion may utilize project managers or project engineers to perform administrative, report writing, DSA Box, and other duties where it is in the interest of the project.
9. When an IOR is on vacation or unable to be at the project for reasons beyond his reasonable control, a Project Manager / Project Engineer will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the Inspector of Record. Hours billed for inspection services shall include only hours worked in support of the project. Other billing arrangements may be as agreed in writing by the District.

Dated: May 28, 2025

Christopher Knowland

Christopher Knowland – KCS

Dated: May 28, 2025

Agent – Riverside CCD

**FACILITIES PLANNING AND DEVELOPMENT
PROJECT SUMMARY STATUS UPDATES (July 10, 2025)**

Measure C 2004

Moreno Valley College (MVC)	
Organic Chemistry Lab	<p>This project adds a new organic chemistry lab to the Science & Technology building. The renovation includes: 1) converting Humanities Classroom 323 to Anatomy Laboratory and relocating Anatomy Lab 207 from Science & Technology to Humanities Classroom 323, and 2) converting Science & Technology 207 for a new Organic Chemistry lab.</p> <p>The Anatomy Lab conversion is complete, and construction of the new Organic Chemistry lab is currently underway, with completion in August 2025.</p>

Measure CC 2024

Program Implementation	
Program Management Support & Advisory Services	The BOT approved Gafcon PM-CM, LLC to provide program management support and advisory services for planning and implementation of the Measure CC program.
Moreno Valley College (MVC)	
Library Learning Resource Center	This is a state-funded growth project approved in FY 2025–26. The BOT approved CannonDesign as the project architect in June 2025. Programming and design will begin in July 2025.
Norco College (NC)	
Center for Human Performance & Kinesiology	This is a state-funded growth project approved in FY 2021–22. The BOT approved the budget in the total amount of \$54M in June 2025 along with the secondary effects projects. Construction activities will start in July 2025.
Library Learning Resource Center & Student Services	This is a state-funded growth project approved in FY 2025–26. The BOT approved DLR Group as the project architect in June 2025. Programming and design will begin in July 2025.
Riverside City College (RCC)	
Cosmetology	This is a state-funded growth project approved in FY 2025–26. The BOT approved Westgroup Design as the project architect in June 2025. Programming and design will begin in July 2025.
Ben Clark Training Center	
Education Building 2-A	This is a state-funded growth project approved in FY 2025–26. The BOT approved HMC Architects as the project architect in June 2025. Programming and design will begin in July 2025.