

## **CITIZENS' BOND OVERSIGHT COMMITTEE**

Riverside Community College District

January 8, 2026 – 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](mailto: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. ELECTION OF CHAIR AND VICE CHAIR**

##### **a. Chair Selection**

*Recommended Action: Approval*

#### **IV. APPROVAL OF MINUTES**

##### **a. Minutes from October 9, 2025**

*Recommended Action: Approval*

**V. MEASURE CC FINANCIAL UPDATE**

- a. Measure CC – Project Commitments Summary Report as of December 31, 2025  
*Information Only*

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

- a. Board Reports Using Measure C/CC Funding as of December 9, 2025  
*Information Only*
- b. Measure CC Project Summary Status Updates as of January 8, 2026  
*Information Only*

**VII. BUSINESS FROM COMMITTEE MEMBERS**

- a. Other Business  
*Discussion Only*

**VIII. ADJOURN**

**CITIZENS' BOND OVERSIGHT COMMITTEE**  
Riverside Community College District  
October 9, 2025 – 3pm  
District Office, Conference Room 309  
3801 Market Street, Riverside, California 92501

**COMMITTEE MEMBERS PRESENT**

Monica Delgadillo  
Jordan Wright  
Sheryl Plumley  
Patricia Reynolds, Vice Chair

**COMMITTEE MEMBERS ABSENT**

Don Kindred  
Gabriel Graves  
Michael Vahl, Chair

**DISTRICT EMPLOYEES PRESENT**

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

**GUESTS PRESENT**

Anna, Eide Bailey, Auditor

**CALL TO ORDER**

The meeting was called to order at 3:02pm by vice chair Reynolds and the pledge of allegiance was taken.

**PUBLIC COMMENTS**

No public comments were received.

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

Director Griffin shared that this report is going to report on any kind of activities through June prior to closing. There is a reduction of cash on hand in \$8M.

**MEASURE CC FINANCIAL UPDATE - PROJECT COMMITMENTS SUMMARY REPORT AS OF SEPTEMBER 30, 2025**

Director Griffin shared that this report is going to report on any kind of activities through September prior to closing. There is a reduction of cash on hand in \$366K.

**BOARD REPORTS USING MEASURE C/CC FUNDING AS OF OCTOBER 7, 2025**

AVC Agah provided an update about the reports that went before the Board of Trustees. The seven reports were: (1) Moreno Valley College Ben Clark Training Center Education Building 2-A Project; (2) Moreno Valley College Library Learning Resource Center Project; (3) Norco

College Library Learning Resource Center & Student Services Project; (4) Norco College Center for Human Performance & Kinesiology Project; (5) Riverside City College Cosmetology Project; (6) Corona Education Center Demolition and Abatement - Change Order No. 1 for Interior Demolition, Inc; (7) and District Measure C Closeout Report

### **MEASURE C/CC PROJECT SUMMARY STATUS UPDATES AS OF OCTOBER 9, 2025**

AVC Agah presented the Project Summary Status updates. The Measure C project is at MVC for the Organic Chemistry Lab. The Measure CC projects include: (1) Library Learning Resource Center at MVC; (2) Center for Human Performance & Kinesiology at NC; (3) Library Learning Resource Center & Student Services at NC; (4) Corona Education Center (CEC); (5) Cosmetology at RCC; (6) Inland Empire Technical Trade Center (IETTC); and (7) Ben Clark Training Center Education Building 2-A.

### **2024-25 CBOC ANNUAL REPORT**

Member Wright joined the meeting at 3:36pm. VC Goldware gave an overview about the 2024-25 CBOC Annual Report.

### **APPROVAL OF MINUTES FROM JULY 10, 2025**

Motioned by member Plumey and seconded by member Delgadillo (3 ayes and 1 abstention).

### **PROPOSITION 39 – MEASURE C – AUDIT UPDATED FROM EIDE BAILLY LLP**

Eide Bailly presented the annual Proposition 39 Measure C governance letter and audit report. Per the Financial Statement there were no audit findings or recommendations reported in the prior year. The expenditures snapshot was highlighted as funds were spent by the District as of June 30, 2025.

### **PROPOSITION 39 – MEASURE CC – AUDIT UPDATED FROM EIDE BAILLY LLP**

Eide Bailly presented the annual Proposition 39 Measure CC governance letter and audit report. Per the Financial Statement there were no audit findings or recommendations reported in the prior year. The expenditures snapshot was highlighted as funds were spent by the District as of June 30, 2025.

### **BUSINESS FROM COMMITTEE MEMBERS**

Measure C closeout discussed by VC Goldware and to potentially change the Bylaws as well as CBOC name.

### **ADJOURN**

The meeting adjourned at 3:48pm.

**Riverside Community College District**  
**Measure CC - Project Commitments Summary**  
**Series 2025 A**  
**as of December 31, 2025**

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**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>
	<b><u>\$ 181,294,893</u></b>

**Measure CC - Cash on Hand**

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**Proceeds/Income**

<u>Issuance Proceeds</u>	
Series 2025 A through Series x	\$ 205,000,000
<u>Issuance Premiums</u>	
Series 2025 A through Series x	-
<u>Interest Income</u>	
FY 2024-2025 through FY 2024-2025	2,745,543
<u>Fair Market Value of Investments</u>	
FY 2024-2025 through FY 2024-2025	463,335
<u>Other Income</u>	
None	\$ -
	-
	-
	-
	-
Total Other Income	-
Total Proceeds/Income	<b>\$ 208,208,878</b>

**Project Commitments / Proposed Projects**

Completed Projects	\$ -
In-Progress Projects	635,352,396
Program Contingency	13,875,384
Five Year Capital Construction Plan	<u>304,772,220</u>
Total Project Commitments	<u>954,000,000</u>
FY 2025-2026 Contingency Account	<u>\$ (745,791,122)</u>

**Riverside Community College District**  
**Measure CC - Project Commitments Summary**  
**as of December 31, 2025**

Project	Project Funding Source						Actual Measure CC Expenditures thru 12/31/25
	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		
<b><u>Riverside City College</u></b>	<b>\$ 218,604,256</b>						
<b><u>Completed</u></b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Riverside City College Completed Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b><u>In-Progress or Initial Phase</u></b>							
Cosmetology Building	\$ 37,332,036	\$ -	\$ 37,332,036	\$ 19,857,000	\$ 57,189,036	\$ 167,858	
Cosmetology Building - 2nd Effects		\$ 8,000,000			\$ 8,000,000		\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Riverside City College In-Progress or Initial Phase Projects	\$ 45,332,036	\$ -	\$ 45,332,036	\$ 19,857,000	\$ 65,189,036	\$ 167,858	
Total All Riverside City College Projects	<b>\$ 45,332,036</b>	<b>\$ -</b>	<b>\$ 45,332,036</b>	<b>\$ 19,857,000</b>	<b>\$ 65,189,036</b>	<b>\$ 167,858</b>	
<b><u>Five Year Capital Construction Plan</u></b>							
Advanced Technology	\$ 132,272,220	\$ -	\$ 132,272,220	\$ 70,600,000	\$ 202,872,220		
Advanced Technology - 2nd Effects		\$ 21,000,000			\$ 21,000,000		\$ 21,000,000
Central Plant Infrastructure/Equipment		\$ 20,000,000			\$ 20,000,000		\$ 20,000,000
Total Riverside City College 5 Yr Capital Construction Plan	<b>\$ 173,272,220</b>	<b>\$ -</b>	<b>\$ 173,272,220</b>	<b>\$ 70,600,000</b>	<b>\$ 243,872,220</b>		
<b>Total Remaining Riverside City College Amount</b>	<b>\$ -</b>						

**Riverside Community College District**  
**Measure CC - Project Commitments Summary**  
**as of December 31, 2025**

Project	Project Funding Source							Actual Measure CC Expenditures thru 12/31/25
	Current Board Approved Measure CC Project Budget	Additional Measure CC Budget Requirements	Total Estimated Measure CC Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget			
<b><u>Inland Empire Technical Trade Center</u></b>	<b>\$ 180,000,000</b>							
<b><u>Completed</u></b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total IETTC Completed Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b><u>In-Progress or Initial Phase</u></b>								
Inland Empire Technical Trade Center	\$ 180,000,000	\$ -	\$ 180,000,000	\$ 35,486,881	\$ 215,486,881	\$ -		
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total IETTC In-Progress or Initial Phase Projects	\$ 180,000,000	\$ -	\$ 180,000,000	\$ 35,486,881	\$ 215,486,881	\$ -		
Total All IETTC Projects	<b>\$ 180,000,000</b>	<b>\$ -</b>	<b>\$ 180,000,000</b>	<b>\$ 35,486,881</b>	<b>\$ 215,486,881</b>	<b>\$ -</b>		
<b><u>Five Year Capital Construction Plan</u></b>								
Total IETTC 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
<b>Total Remaining IETTC Amount</b>			<b>\$ -</b>					

**Riverside Community College District**  
**Measure CC - Project Commitments Summary**  
**as of December 31, 2025**

Project	Project Funding Source						Actual Measure CC Expenditures thru 12/31/25
	Current Board Approved Measure CC Project Budget	Additional Measure CC Budget Requirements	Total Estimated Measure CC Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget		
<b>Norco College</b>	<b>\$ 108,503,850</b>						
<b><u>Completed</u></b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Norco Completed Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b><u>In-Progress or Initial Phase</u></b>							
Building F2 Chiller Plant Upgrade	\$ 4,500,000	\$ -	\$ 4,500,000	\$ -	\$ 4,500,000	\$ 320,917	
Center for Human Performance & Kinesiology	22,766,000	-	22,766,000	31,257,000	54,023,000	375,913	
Library Learning Resource Center	72,737,850	-	72,737,850	33,759,000	106,496,850	20,235	
Library Learning Resource Center - 2nd Effects	8,500,000	-	8,500,000	-	8,500,000	-	
	-	-	-	-	-	-	
Total Norco College In-Progress or Initial Phase Projects	\$ 108,503,850	\$ -	\$ 108,503,850	\$ 65,016,000	\$ 173,519,850	\$ 717,065	
Total All Norco College Projects	<b>\$ 108,503,850</b>	<b>\$ -</b>	<b>\$ 108,503,850</b>	<b>\$ 65,016,000</b>	<b>\$ 173,519,850</b>	<b>\$ 717,065</b>	
<b><u>Five Year Capital Construction Plan</u></b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Norco College 5 Yr Capital Construction Plan	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Total Remaining Norco College Amount</b>	<b>\$ -</b>						

**Riverside Community College District**  
**Measure CC - Project Commitments Summary**  
**as of December 31, 2025**

Project	Project Funding Source						Actual Measure CC Expenditures thru 12/31/25
	Current Board Approved Measure CC Project Budget	Additional Measure CC Budget Requirements	Total Estimated Measure CC Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget		
<b><u>Corona Education Center</u></b>	<b>\$ 160,000,000</b>						
<b><u>Completed</u></b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Corona Education Center Completed Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b><u>In-Progress or Initial Phase</u></b>							
Corona Education Center	\$ 160,000,000	\$ -	\$ 160,000,000	\$ 630,825	\$ 160,630,825	\$ 21,477,832	
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Corona Education Center In-Progress or Initial Phase Projects	\$ 160,000,000	\$ -	\$ 160,000,000	\$ 630,825	\$ 160,630,825	\$ 21,477,832	
Total All Corona Education Center Projects	<b>\$ 160,000,000</b>	<b>\$ -</b>	<b>\$ 160,000,000</b>	<b>\$ 630,825</b>	<b>\$ 160,630,825</b>	<b>\$ 21,477,832</b>	
<b><u>Five Year Capital Construction Plan</u></b>							
Total Corona Education Center 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Remaining Corona Education Center Amount</b>			<b>\$ -</b>				

**Riverside Community College District**  
**Measure CC - Project Commitments Summary**  
**as of December 31, 2025**

Project	Project Funding Source						Actual Measure CC Expenditures thru 12/31/25
	Current Board Approved Measure CC Project Budget	Additional Measure CC Budget Requirements	Total Estimated Measure CC Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget		
<b>Moreno Valley College</b>						<b>\$ 215,542,760</b>	
<b><u>Completed</u></b>							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Moreno Valley College Completed Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b><u>In-Progress or Initial Phase</u></b>							
Library Learning Resource Center	\$ 74,542,760	\$ -	\$ 74,542,760	\$ 43,662,000	\$ 118,204,760	\$ 462,953	
Library Learning Resource Center - 2nd Effects	9,500,000	-	9,500,000	-	9,500,000	-	
	-	-	-	-	-	-	
	-	-	-	-	-	-	
	-	-	-	-	-	-	
Total Moreno Valley College In-Progress or Initial Phase Projects	\$ 84,042,760	\$ -	\$ 84,042,760	\$ 43,662,000	\$ 127,704,760	\$ 462,953	
Total All Moreno Valley College Projects	<b>\$ 84,042,760</b>	<b>\$ -</b>	<b>\$ 84,042,760</b>	<b>\$ 43,662,000</b>	<b>\$ 127,704,760</b>	<b>\$ 462,953</b>	
<b><u>Five Year Capital Construction Plan</u></b>							
Biological & Physical Science & STEM Expansion	\$ 110,000,000	\$ -	\$ 110,000,000	\$ -	\$ 110,000,000		
Reconstruction of Existing Library to Performing Arts/Physical	21,500,000	-	21,500,000	-	21,500,000		
Total Moreno Valley College 5 Yr Capital Construction Plan	<b>\$ 131,500,000</b>	<b>\$ -</b>	<b>\$ 131,500,000</b>	<b>\$ -</b>	<b>\$ 131,500,000</b>		
<b>Total Remaining Moreno Valley College Amount</b>			<b>\$ -</b>				

**Riverside Community College District**  
**Measure CC - Project Commitments Summary**  
**as of December 31, 2025**

Project	Project Funding Source						Actual Measure CC Expenditures thru 12/31/25
	Current Board Approved Measure CC Project Budget	Additional Measure CC Budget Requirements	Total Estimated Measure CC Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget		
<b><u>Ben Clark Training Center</u></b>	<b>\$ 40,473,750</b>						
<b><u>Completed</u></b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Ben Clark Training Center Completed Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b><u>In-Progress or Initial Phase</u></b>							
Ben Clark Training Center Phase 2A	\$ 40,473,750	\$ -	\$ 40,473,750	\$ 15,969,000	\$ 56,442,750	\$ 161,175	
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Ben Clark Training Center In-Progress or Initial Phase Projects	\$ 40,473,750	\$ -	\$ 40,473,750	\$ 15,969,000	\$ 56,442,750	\$ 161,175	
Total All Ben Clark Training Center Projects	<b>\$ 40,473,750</b>	<b>\$ -</b>	<b>\$ 40,473,750</b>	<b>\$ 15,969,000</b>	<b>\$ 56,442,750</b>	<b>\$ 161,175</b>	
<b><u>Five Year Capital Construction Plan</u></b>							
Total Ben Clark Training Center 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Remaining Ben Clark Training Center Amount</b>	<b>\$ -</b>						

**Riverside Community College District**  
**Measure CC - Project Commitments Summary**  
**as of December 31, 2025**

Project	Project Funding Source							Actual Measure CC Expenditures thru 12/31/25
	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 Project Budget			
<b><u>Central</u></b>	<b>\$ 30,875,384</b>							
<b><u>Completed</u></b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total Central Completed Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b><u>In-Progress or Initial Phase</u></b>								
Bond Issuance	\$ 1,596,250	\$ -	\$ 1,596,250	\$ -	\$ 1,596,250	\$ -	\$ 1,596,250	\$ 1,585,069
Capital Project Management System	-	-	-	-	-	-	-	1,121
Utility Infrastructure	-	-	-	-	-	-	-	497
Long Term Capital Facilities Infrastructure Program	5,000,000	-	5,000,000	-	5,000,000	-	5,000,000	-
Feasibility / Planning / Staffing	10,403,750	-	10,403,750	-	10,403,750	-	10,403,750	199,220
Program Contingency	13,875,384	-	13,875,384	-	13,875,384	-	13,875,384	-
	-	-	-	-	-	-	-	-
Total Central In-Progress or Initial Phase Projects	\$ 30,875,384	\$ -	\$ 30,875,384	\$ -	\$ 30,875,384	\$ -	\$ 30,875,384	\$ 1,785,907
Total All Central Projects	<u>\$ 30,875,384</u>	<u>\$ -</u>	<u>\$ 30,875,384</u>	<u>\$ -</u>	<u>\$ 30,875,384</u>	<u>\$ -</u>	<u>\$ 30,875,384</u>	<u>\$ 1,785,907</u>
<b><u>Five Year Capital Construction Plan</u></b>								
Total Central 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	
<b>Total Remaining Central Amount</b>			<b>\$ -</b>					

**Riverside Community College District**  
**Measure CC - Project Commitments Summary**  
**as of December 31, 2025**

Project	Project Funding Source						Actual Measure CC Expenditures thru 12/31/25	
	Estimated		Total Estimated Measure CC Project Budget	Actual and Projected		Total Estimated Project Budget		
	Current Board Approved Measure CC Project Budget	Additional Measure CC Budget Requirements		State/Other Funding	Project Budget			
Total Completed Projects All Sites	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total In-Progress or Initial Phase Projects All Sites	\$ 649,227,780	\$ -	\$ 649,227,780	\$ 180,621,706	\$ 829,849,486	\$ 24,772,790		
Total Five Year Capital Construction Plan	\$ 304,772,220	\$ -	\$ 304,772,220	\$ 70,600,000	\$ 375,372,220			
Total Projects All Sites	\$ 954,000,000	\$ -	\$ 954,000,000	\$ 251,221,706	\$ 1,205,221,706	\$ 24,772,790		
<b>Total Remaining Amounts</b>			\$ -					

## Board of Trustees Regular Meeting (VI.AP)

Meeting	October 21, 2025
Agenda Item	Bid Awards (VI.AP)
Subject	Bid Award - Inspection Services Agreement with TYR, Inc. for the Norco College, F2 Chiller Plant Upgrade Project
College/District	Norco College
Funding	Measure CC
Recommended Action	Recommend approving the Inspection Services Agreement for the Norco College, F2 Chiller Plant Upgrade Project with TYR, Inc., for the not-to-exceed amount of \$132,104.

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### Background Narrative:

The District issued Request for Proposal (RFP No. 05-25/26-4) on August 14, 2025, to its 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 F2 Chiller Plant Upgrade Project (a secondary effect of the NC 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 two (2) RFP responses which were reviewed and evaluated by Facilities Planning & Development staff and C.W Driver, the project construction manager.

Based on the evaluation of the proposals, it is recommended that the Board of Trustees approve the inspection services agreement with TYR, Inc. for the Norco College F2 Chiller Plant Upgrade Project for a not-to-exceed amount of \$132,104. The term of the agreement is from October 22, 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):

[TYR, Inc. Inspection Services Agreement](#)

## **INSPECTOR SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 22<sup>nd</sup> day of October, 2025, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT (“DISTRICT”), and **TYR, Inc.** (“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.

(i) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:

- (i) 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.
- (ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
- (iii) 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.

(j) 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.

(k) 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.

(l) 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 THIRTY-TWO THOUSAND ONE HUNDRED FOUR DOLLARS (\$132,104)**, including ZERO DOLLARS (\$0) allowance or Reimbursable Expenses, 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 NORCO COLLEGE BUILDING F2 CHILLER PLANT UPGRADE (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.

TYR, INC.  
18672 FLORIDA ST.  
STE. 302-D  
HUNTINGTON BEACH, CA 92648

By: *Youssef Sobhi*  
Youssef Sobhi  
President  
TYR, Inc.  
Date: 09/19/2025

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_  
Aaron S. Brown  
Vice Chancellor  
Business and Financial Services  
Date: \_\_\_\_\_

**EXHIBIT “A”**

See attached Proposal at Exhibit “A”  
**(for NC Building F2 Chiller Plant Upgrade – Inspection Services Agreement, RFP No. 05-25/26-4)**



## Section II - Fee Proposal:

The projected costs outlined below are calculated for one project inspector. The Class 3 project inspector will bill at a rate of \$98.00 for the Riverside Community College District's Norco College – Building F2 Chiller Plant Upgrade. The inspector is expected to cover the project from the start of grading on September 1st, 2025, and conclude when all major renovations to Building F2 have been completed on December 31st, 2026.

<b>District Name:</b>	Riverside Community College District
<b>Project Name:</b>	Norco College – Building F2 Chiller Plant Upgrade
<b>Project Duration:</b>	September 1 <sup>st</sup> , 2025 – December 31 <sup>st</sup> , 2026
<b>Project Inspector:</b>	One DSA Class 3 Inspector of Record
<b>Hourly Rate:</b>	\$98.00
<b>Estimated Budget:</b>	Grand Total: \$132,104.00

### I. Fee Proposal:

Project Name	Service	Project Total
Riverside Community College District	IOR Services (John, Kyle, or Giovanni)	\$132,104.00
Norco College – Building F2 Chiller Plant Upgrade	District Required Hours: 1348 Hours	
<b>Grand Total</b>		<b>\$132,104.00</b>

**II. Proposed Reimbursement:** No additional service fees or reimbursables are being proposed for the scope of this project. The rates provided are fully burdened. If additional services become necessary for the district, TYR will provide quotations for those services.

**III. Overtime:** Monday through Friday is billed at the regular rate. Any work conducted on Saturdays, Sundays, Holidays, and over 8 hours per day is billed at 1.5x of any given hourly rate. The estimate excludes overtime hours, if the district determines the need for overtime, it may affect the total provided.

**IV. Billing Practices:** TYR's typical billing practice consists of monthly invoices based on the hours of inspection or management services provided throughout that month at the hourly rate provided. Lump sums are not employed unless by individual proposal and approved by the district. TYR customizes all invoicing as per district needs.

**V. Estimate Notice and Assumptions:** All rates provided to the district in this proposal are subject to an annual increase. All price estimates provided are also susceptible to fluctuation in market demand. The estimate is also contingent on the project schedule and may change based on alterations in the construction schedule. This estimate is also based on the preliminary project workload presented at the time of solicitation. Should there be an increase in the project workload the estimate may be affected. Additionally, the estimate excludes overtime hours, if the district determines the need for overtime, it may affect the total provided.

This proposal is designed to exclusively provide adequate inspection coverage based on the current project details; with the HVAC upgrade running from the first six to eight months, and then the chiller installation once the equipment is delivered. This project is being bid on a part-time and as-needed basis to maximize the cost savings to the college. Any changes in schedule, bidding, approvals, or field conditions may require adjustments to ensure adequate inspection coverage. Additionally, if DSA guidance, including IRA-8 requirements, necessitates changes to coverage, estimated hours and costs may be revised accordingly.

**Please note:** This estimate is based on a 4-hour Minimum: of 1 to 4 hours of inspection. 6-Hour Minimum: 4 to 6 hours of inspection. 8-Hour Minimum: Over 6 to 8 hours of inspection. The start/end times logged on to the inspector timecard may not reflect the actual duration spent on site. It is critical to remember that the billing time encompasses various components, including but not limited to on-site travel time, organization with project teams, coordination of TLOR services, preparation of daily and semi-monthly reports, etc. That is in addition to other administrative and inspection-related duties outlined in IRA-8.

## Board of Trustees Regular Meeting (VI.AN)

Meeting	October 21, 2025
Agenda Item	Grants, Contracts and Agreements (VI.AN)
Subject	Grants, Contracts and Agreements - Professional Services Agreement Amendment No. 1 with ALMA Strategies for Capital Outlay Planning Services
College/District	District
Funding	Measure CC
Recommended Action	Recommend approving professional services agreement Amendment No.1 for capital outlay planning services with ALMA Strategies for the not to exceed amount of \$50,000.

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### Background Narrative:

On December 10, 2024, the Board of Trustees approved a contract with ALMA Strategies to provide capital outlay planning services for the California Community Colleges Chancellor's Office annual facilities planning submittals, including: Space Inventory, Space Utilization Study, Five Year Capital Construction Plan, Initial Project Proposals, and Final Project Proposals.

The District conducted college-wide Space Utilization Studies (SUS) to assess classroom and laboratory usage to improve efficiency and effectiveness in planning and operational practices. The studies identified over-utilized, under-utilized, and efficiently utilized spaces, providing data to guide space utilization improvements at the room, building, and campus levels.

To further enhance this effort, Space Optimization Studies (SOS) will need to be conducted. These studies will focus on identifying opportunities to reconfigure, repurpose, or better align underused or inefficiently utilized spaces.

It is recommended that the Board of Trustees approve Agreement Amendment No. 1 with ALMA Strategies in the not to exceed amount of \$50,000, for a total agreement amount of \$237,000. The term of the agreement remains unchanged, from December 11, 2024, through December 10, 2025, with four one-year renewal options.

Prepared By:      Aaron S. Brown, Vice Chancellor, Business and Financial Services  
                         Hussain Agah, Associate Vice Chancellor, Facilities Planning and Development  
                         Mehran Mohtasham, Director of Capital Planning, Facilities Planning and Development

### Attachment(s):

[ALMA Strategies Amendment No. 1 Agreement](#)

FIRST (1) AMENDMENT TO AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
ALMA STRATEGIES, LLC  
*(Riverside Community College District Capital Outlay Planning Services)*

This document amends the original agreement between the Riverside Community College District and ALMA STRATEGIES, LLC, which was originally approved by the Board of Trustees on December 11, 2024.

The agreement is hereby amended as follows:

Additional compensation of this amended agreement shall not exceed \$50,000, including reimbursable expenses, totaling agreement to \$237,000. The term of the agreement remains unchanged, from December 11, 2024, through December 10, 2025, with four one-year renewal options.

Payments and final payment shall coincide with original agreement.

Additional scope of work shall be provided in Exhibit I, attached, for the Space Optimization Studies (SOS).

All other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date written below.

ALMA STRATEGIES, LLC

By: \_\_\_\_\_  
Alexander Murdoch  
Manager  
1303 J St. Suite 500  
Sacramento, CA 95814

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit I**

*Project: Riverside Community College District Capital Outlay Planning Services*

*Scope of Work: Consulting services for Capital Planning Services for California Community College Chancellor's Office, Submittals for 2025 Calendar Year*

**\$187,000** State Chancellor's Office Capital Outlay Planning Services for the 2025 Calendar year.

**\$50,000** *Agreement Amendment No. 1* for the added scope of work to include a space optimization study (SOS) for 3 campuses. *These services would be subject for renewal on annual basis.*

**\$237,000 Grand Total**

September 18, 2025

Mehran Mohtasham  
 Director, Capital Planning, Facilities Planning and Development  
 Riverside Community College District  
 3801 Market Street, 3<sup>rd</sup> Floor  
 Riverside, CA 92501

**Subject: Task Order request for professional consulting services related to preparation of State Chancellor's Office Capital Outlay Planning Services**

Dear Mr. Mohtasham

Thank you for the opportunity to present our Task Order request to assist you with State Chancellor's Office Capital Outlay Planning Services for the 2025 calendar year.

*Proposed scope of work:*

- A. Space Inventory Update (District-wide, October 2025 Submittal)
- B. Space Utilization Study (3 Campuses)
- C. Space Optimization Study (3 Campuses)
- D. Five Year Capital Outlay Plan Update (District-wide, July 2025 Submittal)
- E. Final Project Proposals (District-wide, July 2025 Submittal)
- F. Initial Project Proposals (District-wide, July 2025 Submittal)

*Proposed fee:*

Task Description	NTE Fee Each	Each	TOTAL NTE	Comments
<b>A. Space Inventory Update</b>	\$15,000	1	<b>\$15,000</b>	District-wide Space Inventory Update
<b>B. Space Utilization Study</b>	Three Campus Locations			
i. Riverside City College	\$37,500	1	<b>\$37,500</b>	
ii. Norco College	\$18,750	1	<b>\$18,750</b>	
iii. Moreno Valley College	\$18,750	1	<b>\$18,750</b>	
<b>C. Space Optimization Study</b>	Three Campus Locations			
i. Riverside City College	\$20,000	1	<b>\$20,000</b>	
ii. Norco College	\$15,000	1	<b>\$15,000</b>	
iii. Moreno Valley College	\$15,000	1	<b>\$15,000</b>	
<b>C. Five-Year Capital Outlay Plan Update (5YCP)</b>	\$27,000	1	<b>\$27,000</b>	District-wide 5YCP Update
<b>D. Final Project Proposals (FPPs)</b>				
i. New FPP Submittal	\$25,000	2	<b>\$50,000</b>	Two new FPP submittals (No Architect)
ii. FPP Resubmittal	\$5,000	1	<b>\$5,000</b>	One new FPP submittal (No Architect)
<b>E. Initial Project Proposals (IPP)</b>				
i. New IPP Submittal	\$0	1	<b>\$0</b>	Included with 5YCP Update/Submittal
ii. IPP Resubmittal	\$0	1	<b>\$0</b>	Included with 5YCP Update/Submittal
<b>F. District Allowance</b>	\$15,000	1	<b>\$15,000</b>	Additional services as needed
<b>TOTAL NTE Fee</b>			<b>\$237,000</b>	



1303 J Street, Suite 500, Sacramento, CA 95814 (415) 654-5555 phone

The proposed scope of work will be billed on a time and material basis per the hourly rate schedule below:

ALMA Strategies Hourly Rate Schedule	
Principal / Senior Director	\$240.00/Hr.
Director	\$200.00/Hr.
Senior Consultant	\$195.00/Hr.
Consultant	\$175.00/Hr.
Research Analyst	\$145.00/Hr.
Administrative Support	\$ 90.00/Hr.

If you have any questions or concerns, please do not hesitate to contact Bobby Khushal ([bobby@almastrategies.com](mailto:bobby@almastrategies.com)).

Thank you,

A handwritten signature in black ink that reads "Bobby Khushal".

Bobby Khushal, Director  
ALMA Strategies

SUBMITTED BY:	ACCEPTED BY:
ALMA Strategies	Name:
Date: September 18, 2025	Title:
	Date:

# Board of Trustees Regular Meeting (VI.AM)

Meeting	October 21, 2025
Agenda Item	Bid Awards (VI.AM)
Subject	Bid Award - Project Management Information System (PMIS) Agreement with Solution Guidance Corporation
College/District	District
Funding	Measure CC
Recommended Action	Recommend approving a professional services agreement with Solution Guidance Corporation for a Project Management Information System (PMIS) in the not to exceed amount of \$330,300.

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## Background Narrative:

On August 21, 2025, the District issued Request for Qualifications and Proposals (RFQ/P No. 07-25/26-1) for a Project Management Information System (PMIS), seeking qualified firms to provide comprehensive, integrated software capable of managing and overseeing both individual and multi-project initiatives across all phases including planning, design, permitting construction, closeout, and certification.

The RFQ/P was conducted as follows: 1) statement of qualifications review, 2) firm interview, and 3) fee proposal evaluation & scoring.

The District received eleven (11) RFQ/P responses. The committee members, consisting of District office, college personnel, and Gafcon PM-CM team, 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. The proposals addressed key service components, including user licensing, system integration, dashboard reporting customization, training, post-deployment support, maintenance, and hosting.

Based on the evaluation of proposals, including qualifications, experience, negotiated price, reference checks, and demonstrated competence, it is recommended that the Board of Trustees award a contract to Solution Guidance Corporation, in an amount not to exceed \$330,300, to provide a Project Management Information System. The term of the agreement will be from October 22, 2025, through October 21, 2030.

Prepared By:      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  
                         Majd Askar, Vice President, Business Services, Moreno Valley College  
                         Susan Ma, Director of Information Technology, Infrastructure & Systems

## Attachment(s):

[Solution Guidance Corporation Agreement](#)

# CONSULTANT SERVICES AGREEMENT

This AGREEMENT is made and entered into this 22 day of October in the year 2025 by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and **Solution Guidance Corporation**, 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 **Project Management Information System (PMIS) services for the District Capital Construction Program, RFQ/P# 07-25/26-1**, 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 October 22, 2025 through October 21, 2030.

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 **Three Hundred Thirty Thousand & Three Hundred DOLLARS (\$330,300.)** Including additional services & license allowance 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 **Zero DOLLARS (\$0)**, 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, 3<sup>rd</sup> Floor  
Riverside, CA 92501  
Telephone: (951) 222-8871  
Email: Hussain.Agah@rccd.edu

To the Consultant:  
Solution Guidance Corporation  
Attn: Ty Witmer  
14291 Park Meadow Drive, Suite 150  
Chantilly, VA, 20151  
Telephone: (703) 961-1602  
Email: twitmer@solutionguidance.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.

**SOLUTION GUIDANCE CORPORATION**

By \_\_\_\_\_

Print Name: Ty Witmer

Title: President

Date:

Address: 14291 Park Meadow Drive, Suite 150

Chantilly, VA 20151

Phone: (703) 961-1602

Email: [twitmer@solutionguidance.com](mailto:twitmer@solutionguidance.com)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

By \_\_\_\_\_

Print Name: Aaron S. Brown

Title: Vice Chancellor, Business & Financial Services

Date:

## EXHIBIT “A”

### CONSULTANT ‘S WORK PLAN, SCOPE OF SERVICES, AND COMPENSATION

The District is inviting qualified firms to submit their proposals for the Riverside Community College District (RCCD) PMIS services. RCCD is a forward-thinking and innovative organization, dedicated to leverage integrated processes, data, and technology to efficiently plan, develop, and deliver RCCD’s Measure CC and future programs. To support this mission, RCCD wants to implement a robust PMIS, a critical tool for achieving the following objectives:

1. Foster improved collaboration and operational efficiency
2. Leverage data to enable informed decision-making
3. Enhance construction project performance across the enterprise
4. Provide real time reporting across all modules
5. Manage multiple programs (Up to 6 different programs) concurrently. District plans to use the PMIS on several campuses with each campus pursuing its own individual program. Each program will manage a limitless number of projects as required to maintain and enhance the campus’ ability to provide on its mission.
6. Provide users with built-in dashboards and/or possess the ability to create dashboards to monitor key performance indicators for projects and programs, configured at project and program level.

The procurement scope for this PMIS encompasses the selection, configuration, implementation, integration, training, and ongoing support of a comprehensive system. The scope includes, but is not limited to, the following elements:

#### **1. Requirements Gathering and Analysis**

1. Work with stakeholders to identify and document detailed business and technical requirements for the PMIS.
2. Conduct workflow analysis of current RCCD program management processes and identify gaps to be addressed by the PMIS.
3. Develop a requirements traceability matrix to ensure all needs are addressed in the final system.

#### **2. PMIS Strategy / Progress Monitoring**

1. Generate/Maintain deployment schedule and milestones list based on the firm’s program implementation strategy
2. Generate weekly report on overall progress and accomplishments

#### **3. Core PMIS Functionalities**

The procured PMIS must provide, at a minimum, the following features and modules:

1. Project Portfolio Management: Centralized dashboard for managing multiple projects, including project initiation, planning, execution, monitoring, and closure.
2. Budget and Cost Management: Modules for tracking budgets, expenditures, commitments, forecasts, and change orders across all projects.
3. Schedule Management: Integrated Gantt charts, critical path analysis, milestone tracking, and resource allocation tools.
4. Document Management: Secure repository for all project documentation, with

version control, permissions, and audit trails.

5. Procurement Management: Tools for managing contracts, purchase orders, bid evaluations, and supplier performance.
6. Risk and Issue Management: Identification, assessment, tracking, and mitigation of project risks and issues.
7. Change Management: Workflows for submitting, reviewing, approving, and implementing project changes.
8. Reporting and Analytics: Configurable reports, dashboards, and analytics for key performance indicators (KPIs) and compliance metrics.
9. Workflow Automation: Customizable workflows for approvals, notifications, and task management.
10. Stakeholder Collaboration: Role-based access for internal and external users, with communication and collaboration features.
11. Integration Capabilities: APIs and connectors for integration with financial systems, ERP, GIS, and other enterprise platforms.
12. Mobile Access: Secure mobile or tablet interfaces for field updates and approvals.
13. Security and Compliance: Enterprise-grade security, user authentication, data encryption, and regulatory compliance controls.
14. Fully hosted SaaS solution

#### **4. Implementation Services**

The procurement must include professional services for successful system deployment:

1. Project management for the PMIS implementation lifecycle.
2. System configuration and customization to meet specific bond program requirements.
3. Data migration from legacy systems and spreadsheets, including mapping, cleansing, and validation. The District currently uses Compass Software to track project budgets and forecasts.
4. Testing and quality assurance, including user acceptance testing (UAT).
5. Development of custom reports and dashboards as needed.

#### **5. Training and Change Management**

1. Development and delivery of comprehensive training programs for all user groups (administrators, project managers, accounting staff, contractors and architects/engineers external partners, etc.). Expected number of PMIS users to be approximately 100.
2. Creation and/or delivery of user guides, quick reference materials, and e-learning modules.
3. Change management support to facilitate adoption and minimize resistance among staff.
4. Help desk and user support services during and after implementation.

#### **6. Support and Maintenance**

1. Provision of ongoing technical support, including issue resolution, system updates, and patch management.
2. Service-level agreements (SLAs) for uptime, response times, and critical issue handling.
  3. Periodic system reviews and performance audits.
  4. Upgrade enhancement roadmaps to ensure the system remains current and secure.

#### **7. Data Security and Regulatory Compliance**

1. The PMIS must comply with all applicable regulations regarding data privacy, financial reporting, accessibility compliance, and public transparency (e.g., SOX, FOIA, local public records laws).

2. Implementation of robust access controls, data encryption (in transit and at rest), audit logs, and incident response protocols.
3. Regular vulnerability assessments and security audits by independent parties.

## **8. Project Governance and Performance Monitoring**

1. Establishment of governance frameworks for PMIS usage, including user roles, responsibilities, and escalation procedures.
2. Definition and monitoring of performance metrics, KPIs, and success criteria for the PMIS and the broader bond program.
3. Procedures for periodic review, feedback collection, and continuous improvement of the PMIS implementation.

## **DELIVERABLES**

1. Detailed requirements analysis and traceability matrix.
2. Signed contract and SLA documents with the selected vendor.
3. Configured and tested PMIS platform, fully integrated with existing systems.
4. Complete migration of historical and active project data.
5. User training materials and training session records.
6. Post-implementation support plans and system documentation.
7. Compliance and security certification reports.
8. Project closeout report with recommendations for ongoing management and improvement.
9. Any additional information or suggestions Proposer believes will assist the District in consideration of your firm for these services.
10. All deliverables detailed elsewhere in this RFQ/P, not listed here.

# **Solutions Guidance Corporation Proposal**

## **Exhibit A-1**

October 13, 2025

Riverside Community College District  
3801 Market Street, 3rd Floor  
Riverside, CA 92501

Attention: Mehran Mohtasham, Director, Capital Planning, Facilities Planning and Development

RE: RFQ/P NO. 07-25/26-1 PROJECT/PROGRAM MANAGEMENT INFORMATION SYSTEM (PMIS)

Mehran,

In accordance with your request, we are pleased to submit our comprehensive proposal for subscriptions and services related to ProjectTeam.com for Riverside Community College District (RCCD).

**Scope:**

1. Provide an enterprise agreement for user subscriptions for a five (5) year term. The agreement includes up to fifty internal users (Subscribers) and unlimited external users (Contributors).
2. Provide a 12-month Term Professional Services Agreement (TPSA) related to ProjectTeam.com. Term Professional Services include, but are not limited to, report writing, merge template creation, implementation services, consulting, and training. The TPSA agreement is not based on a fixed scope, but rather unlimited services for a twelve (12) month period (See Appendix A).
3. Include \$25,000 as a time and materials allowance for data migration services. Hourly rates are included in Table 3 on the following page.
4. Include \$75,000 as a time and materials allowance for post-implementation services (additional support services after the first 12 months and any additional subscriber licenses as needed). Hourly rates are included in Table 3 on the following page.

**Table 1: Subscriptions (ProjectTeam.com)**

Year	Subscription Level	Unit Price	Discount	Subtotal
Year 1	Up to 50	\$42,000	7%	\$39,060
Year 2	Up to 50	\$42,000	7%	\$39,060
Year 3	Up to 50	\$42,000	7%	\$39,060
Year 4	Up to 50	\$42,000	7%	\$39,060
Year 5	Up to 50	\$42,000	7%	\$39,060
<b>Total 5-Year Cost for Subscriptions</b>				<b>\$195,300</b>

**Note:** We typically apply a 5% annual price escalation for subscription renewals; however, this escalation has been waived for the RCCD contract.

**Table 2: Professional Services**

Item	Term	Description	Price
Term Professional Services Agreement	12-Month	Implementation, Training, Support, Customization, and Configuration Services	\$35,000

**Note:** The initial Professional Services term is for twelve months and is outlined in the TPSA SOW (Appendix A). RCCD will have the option to renew professional services if needed, after the initial term. Should RCCD require additional professional services, it reserves the right to renew professional services on a T&M basis or \$35,000/yr basis in any year within the contract period.

**Table 3: Billing Rates (to be addressed as a T&M item on an as-needed basis)**

Personnel Classification	Rate/Hour
Program Manager	\$182
Implementation Lead	\$177
Training Lead	\$172
Implementation Consultant	\$128
Technical Lead	\$148
Software Architect	\$180

**Note:** Hourly rates can be used for additional services which include, but not limited to, data migration services to help RCCD migrate data from their existing systems into ProjectTeam.com.

**Table 4: Summary Table to Reflect Final Numbers**

#	Task Item	Fee
1	Up to 50 Subscriptions and Unlimited Contributor Licenses (5-Years)	\$195,300
2	12-Month Term Professional Services Agreement	\$35,000
3	T&M Allowance for Data Migration Services	\$25,000
4	T&M Allowance for Post Implementation Services (Additional support services after the initial 12-month team and additional Subscriber licenses if needed)	\$75,000
<b>Total</b>		<b>\$330,300</b>

**Notes, Terms, and Conditions**

1. This enterprise agreement has been developed based on information provided by RCCD during the RFP process and includes phone, email, and presentation communications.
2. The original “Best and Final Offer” document provided as part of the RFP process is included as Appendix B.
3. The term of new add-on subscriptions will be pro-rated to match the expiration of the existing contract.
4. RCCD will pay annually for the enterprise subscriptions. Subscriptions include system updates, new feature releases, and technical support.
5. Customer will be invoiced on Order Placement date. The start date of term 1 will be on the 1st day of the month following the execution of this agreement unless otherwise noted.
6. ProjectTeam.com is 100% cloud-based and is accessible from any device connected to the internet via a common browser (Chrome, Safari, Edge, Firefox, etc.).
7. Use of ProjectTeam.com is governed by the Master Services Agreement attached as Appendix C.
8. This proposal is valid for 60 days from the date issued. Solution Guidance Corporation reserves the right to cancel or adjust this proposal after that time.
9. Consulting services and training will be delivered remotely using Zoom or MS Teams.

Thank you for the opportunity to provide this proposal. We are confident that you'll find ProjectTeam.com to be an exceptional solution that meets and exceeds your requirements.

Please don't hesitate to contact me directly if you have any questions or if you require any additional information. To proceed with this order, please sign and return one copy of this proposal for our files.

Best Regards,  
Solution Guidance Corporation



Ty Witmer  
President

CUSTOMER ACCEPTANCE	
<b><u>Riverside Community College District</u></b>	
I hereby accept this proposal, please proceed with the work.	
Accepted By:	
Name:	_____
Title:	_____
Signature:	_____
Date:	_____

## **Appendix A – Term Professional Services Agreement**

### **ProjectTeam Term Professional Services Agreement (TPSA) SOW**

#### **1. Purpose**

The purpose of this document is to detail those services Solution Guidance Corporation (SGC) will provide as part of the Term Professional Services Agreement (TPSA). This is a comprehensive package intended to provide the client with consulting, training, and report development services.

#### **2. Objective**

The objective of this document is to establish the guidelines of how services will be requested and performed for the TPSA.

#### **3. Project Scope**

##### **3.1. Contract Deliverables**

###### **3.1.1. Project Management**

An SGC Project Manager will be assigned to manage, in conjunction with the client's project manager, adherence to the guidelines of this SOW to identify requirements and deliver scope in a timely and professional manner.

SGC Project Manager responsibilities include:

- Client's point of contact for all scope performed under this agreement.
- Liaison to SGC's consulting resources for the term of the agreement.
- Management of requirements and deliverables.
- Facilitating weekly status update meetings with the client.

###### **3.1.2. Consulting Services**

SGC consulting resources will complete the scope assigned by the SGC Project Manager. These services include the following:

- Process Management Guidance
- Discovery of Requirements
- Company Setup
- User Setup
- Company Form and Field Configuration
- Company Share Group Configuration
- Company Workflow Configuration
- Company Merge Template Creation
- Company Report and Dashboard Authoring
- Template Project(s) Setup
- Administrator Training
- End User Training

- Any service needed to fulfill RCCD scope as detailed in RCCD RFQ/P No. 07-25.26-1 - Scope of Services (Dated 8/21/25)

## **3.2. Agreement Terms**

### **3.2.1. Assumptions**

- Requirements, Scope, Meetings, and other documentation specific to this agreement will be managed in ProjectTeam.com
- SGC resources will perform work with a company administrator account for the client's company. This account will not count towards the client's subscriptions.
- Client PM will ensure that the necessary subject matter experts and decision makers for the client are available and responsive to the SGC PM, and consultants as required.
- Meetings and training sessions will start promptly at the time scheduled.
- Each attendee connecting to a Training will do so via a high-speed internet connection.

### **3.2.2. Boundaries**

All work will be performed off-site. Meetings and training sessions will be conducted using web-meeting technology during normal business hours. If client requires on-site meetings or training, travel expenses will be reimbursed by client.

### **3.2.3. Constraints**

- Agreement does not cover integration development or interfacing to other technologies.
- Agreement does not cover IT services.

### **3.2.4. Dependencies**

- An executed copy of this agreement must be received prior to the commencement of work.
- 100% of this proposal value is due upon acceptance of this agreement and prior to the commencement of work.

## Appendix B – Best and Final Offer (BAFO) Answers for RCCD

Prepared for a Final Presentation for RCCD on Tuesday, October 7, 2025

### 1. Final license cost per user (if your proposal is based on a per-user license model).

The standard cost per user of ProjectTeam.com is \$840/user/year.

ProjectTeam.com is sold in blocks of 5, the cost of each block is \$4,200/year.

We offer bulk discounts based on the total number of users, at the following rates:

Discount Level	Discount	Discounted Annual Unit Price
Level 0 (<25 Users)	0%	\$840/user/year
Level 1 (25-49 Users)	5%	\$798/user/year
Level 2 (50-74 Users)	7%	\$781/user/year
Level 3 (75-124 Users)	10%	\$756/user/year
Level 4 (125-199 Users)	13%	\$730/user/year
Level 5 (<200 Users)	15%	\$714/user/year

Example: If RCCD needed 48 users, we would recommend 10 blocks of 5 (providing 50 total users) and that would be within the 7% discount range = \$39,060 for subscriptions to ProjectTeam.com.

### 2. Final implementation cost.

Per our RFP response, we have included a Term Professional Services Agreement (TPSA) valued at \$35,000 for a full 12-month period. The TPSA is a fixed-price agreement that provides unlimited support, including discovery, configuration, custom report writing, dashboard creation, and end-user training, without the risk of unexpected change orders.

The purpose of the TPSA is to eliminate uncertainty around your implementation. It allows RCCD to move forward without needing to fully define every detail of the scope at the outset. As your requirements become clearer, our team will adjust and deliver the necessary services at no extra cost. This model, the TPSA, is a major reason why client satisfaction with ProjectTeam.com is consistently rated among the best in the industry. By removing scope risk and giving clients full access to expert support, we help ensure smooth, successful implementations.

We expect RCCD will complete implementation well within the initial 12 months. However, our team will remain available for the entire term to assist with updates,

adjustments, and system refinements as you get the most out of the ProjectTeam.com platform.

**3. Final billing rates for customization (to be addressed as a T&M item on an as-needed basis).**

ProjectTeam.com is customizable within the user interface and as such, RCCD administrations can add custom forms, fields, workflows, reports, and more without needing to pay extra money. However, we have provided our hourly rates in the table below:

Personnel Classification	Rate/Hour
Program Manager	\$182
Implementation Lead	\$177
Training Lead	\$172
Implementation Consultant	\$128
Technical Lead	\$148
Software Architect	\$180

**4. Final billing rates for training (to be addressed as a T&M item on an as-needed basis).**

Virtual training is included in the TPSA mentioned in question 2 above. If RCCD requires on-site meeting(s) which necessitate travel costs for hotel, transportation, and meals then it is agreed that these costs will be reimbursed by RCCD.

**5. Final billing rates for data migration (to be addressed as a T&M item on an as-needed basis).**

Data migration is not included in our TPSA and therefore would be handled as a T&M item on an as-needed basis. Simple data migration can be completed with drag-and-drop tools native to the ProjectTeam.com platform, including file transfer and batch import utilities. However, complex data migrations may require use of the ProjectTeam Data Bridge integration platform. Hourly rates are shown in the answer to question 3 above.

**6. Confirmation that the first year of support is included at no cost to the District.**

Confirmed. Support is included in the price subscriptions.

**7. Final billing rates for post-implementation services (Year 2 onward; to be addressed as a T&M item on an as-needed basis).**

RCCD will have the option to renew the TPSA in year 2 at the same price as year 1. However, if the preference is to handle post-implementation services as a T&M item on an as-needed basis, rates are shown in the answer to question 2 above.

**8. If your proposal is based on anticipated bond construction spending, please provide the detailed basis for pricing.**

N/A

## Appendix C – Master Services Agreement

If you register for a free trial for our services, the applicable provisions of this agreement will also govern that free trial. Please read this agreement ("Agreement") carefully. By accessing or using all or any portion of the service (defined below), by clicking "I accept", by entering into any order form, purchase order, statement of work, work order, or other written documentation with ProjectTeam, Inc. (collectively, "Order forms"), or by paying for the service by any means offered by ProjectTeam, Inc. Or its affiliates (collectively, "ProjectTeam"), you ("You", "Your" or "Customer") accept all the terms and conditions of this agreement. Customer agrees that this agreement is enforceable like any written negotiated agreement signed by customer. In the event of any conflict between any order form and this agreement, the terms and conditions of this agreement shall prevail and take priority. As the individual clicking through and accepting this agreement, you represent and warrant that you have the full and lawful authority of customer to enter into this agreement on its behalf. If you do not agree, do not use the service. Users shall be bound by conditions and restrictions consistent with this agreement. The terms and conditions of this agreement apply to all use of the service by customer, including where customer is using the service pursuant to any demo or trial period, for the term of this agreement and customer, on its own behalf and on behalf of its users, agrees and consents to be bound by the terms and conditions of this agreement regardless of the type of use of the service by customer. This Agreement, as amended from time to time, is between Customer and ProjectTeam, Inc. ("ProjectTeam") and shall apply to all dealings between Customer and ProjectTeam and all use of the Service by Customer.

### 1 Definitions

1.1 "Customer Data" means all data or information submitted by or on behalf of Customer to the Service.

1.2 "Documentation" means all user manuals and online help provided by ProjectTeam to its customers generally pertaining to the Service;

1.3 "Personal Information" means any information about an individual who is identifiable but does not include aggregate or anonymous information, or information used only to contact an individual in their capacity or position as an employee or official of an organization;

1.4 "Privacy Laws" means any statute, legislation, regulation, or ruling, directive or order, of any government, legislature, parliament, regulatory authority, governmental department, agency, commission, board, tribunal, crown corporation, or court or other law, rule or regulation-making entity having or purporting to have jurisdiction on behalf of any nation, or province or state or other subdivision thereof, or any municipality, district or other subdivision thereof, with respect to individual privacy and/or access to Personal Information, and with respect to the collection, use, or disclosure of Personal Information, and having or purporting to have jurisdiction over any person, including any User;

1.5 "Professional Services" means implementation, training and support services. Professional Services shall not include the Service.

1.6 "Service" means the online, web-based software-as-a-service application made available to Customer by ProjectTeam, as described in an Order Form.

1.7 "Software" shall mean any plug-ins, agents, mobile applications, administrative code, APIs, or other software that ProjectTeam may provide to Customer in connection with the Service. In the event ProjectTeam provides any Software, such Software shall be part of the Service.

1.8 "Term" shall mean the period in the Order Form during which your Users are authorized to use or access the Service pursuant to the terms set forth in this Agreement, unless earlier terminated as set forth in Section 6.

1.9 "User" shall mean an individual who is authorized by Customer to use or access the Service and for whom a subscription to the Service has been procured. Users may include Customer's employees, contractors, and agents.

1.10 "User Fee" means ProjectTeam's then-current fee for one (1) User to access and use the Service for the then-current Term.

## 2 Provision of Service

**2.1 License.** Subject to compliance with the terms and conditions of this Agreement and the applicable Order Form, ProjectTeam grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable license to access and use the Service, including the Documentation, during the Term.

**2.2 Third-Party Services.** The Service may include features or functionality provided by third parties contracted with ProjectTeam ("Third Party Services"). ProjectTeam is not responsible for the operation or functionality of such Third-Party Services. ProjectTeam may, in its sole discretion, make such Third-Party Services accessible within the Service, but shall not be responsible, nor liable, for the content, product or services available through any Third Party Service. Customer may access Third Party Services without notice as part of the Service or bundled within the Service so as to be available to Customer. Customer consents on its own behalf, and on behalf of its Customer's Users, without further notice, to ProjectTeam providing Customer Data, Use Data (defined below), and Personal Information about Users to such third parties as may be reasonably required to make available or deliver such Third-Party Services. Any information that Customer provides on or to a Third-Party Service, or that ProjectTeam provides on Customer's behalf, may be subject to that third party's privacy policy. ProjectTeam is not responsible for the content, privacy or security practices and policies of any Third-Party Services.

**2.3 Service Level Agreement.** ProjectTeam shall use commercially reasonable efforts to make the Service available to Customer twenty-four (24) hours a day, seven (7) days per week, subject to the terms of the Service Level Agreement attached hereto as Schedule A.

**2.4 Professional Services.** Customer may purchase Professional Services under this Agreement by executing an Order Form or Statement of Work with ProjectTeam. Such document shall describe the Professional Services and incorporate this Agreement by reference.

**2.5 Trial Terms.** Notwithstanding any terms to the contrary, if Customer is participating in a trial of the Service, the Term of the Service shall be solely for the duration of the trial and the following terms and sections shall not apply: (i) any terms related to fees or payments, including without limitation, the terms set forth in Section 4 ("Fees"), (ii) Section 10.1 ("Indemnification by ProjectTeam"), (iii) Section 11.2 ("Publicity").

## 3 Restrictions

Customer will use the Service only for Customer's internal business operations and in accordance with the Documentation and the terms of this Agreement. Customer shall not (i) use the Service as a service bureau, (ii) sublicense, re-license or sell rights to access and/or use the Service to transfer or assign rights to access or use the Service (other than as permitted pursuant to Section 11.2, (iii) modify, translate, reverse engineer, decompile or create derivative works of the Service; (iv) transmit or share identification or password codes to persons other than Users; (v) access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; and (vi) use any automated tool (e.g. robots, spiders) to access or use the Service. Customer agrees that its use of the Service will be in a manner consistent with this Agreement and that complies with all applicable laws and regulations, including without limitation, all Privacy Laws, copyright, trademark, patent, trade secret, and export control laws, as well as those laws prohibiting the use of telecommunications facilities to transmit illegal, obscene, threatening, harassing, or other offensive messages. Customer acknowledges that ProjectTeam shall not be responsible and shall have no liability for any use or misuse of the Service by Customer or its Users, employees, or contractors. In particular, Customer will not, nor shall it permit or assist others, to abuse or fraudulently use the Service, including but not limited to: (a) obtaining or attempting to obtain the Service by any unauthorized means or device with intent to avoid payments or otherwise avoid the operation or application of this Agreement; (b) accessing, altering, or destroying any information belonging to any person other than Customer, or attempting to do so; or (c) using the Service to interfere with the use of the Service by other licensees, companies or users.

## 4 Fees

**4.1 Pricing and Payment.** Customer shall pay all fees or charges accruing to Customer's account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is or becomes due and payable. Charges will be equal to the number of total Users multiplied by the User Fee in effect at the time, or as otherwise specified by ProjectTeam. Payments will be made annually in advance unless otherwise mutually agreed. All payment obligations are non-cancellable, and all amounts paid are non-refundable. Customer is responsible for paying all User Fees for all Users ordered for the entire Term, whether such Users actually use the Service. Customer must provide ProjectTeam with approved purchase order information as a condition to being granted access to the Service. Customer may add Users by paying applicable User Fees. Added Users will be subject to the following: (i) the term of use for such Users will be pro-rated to match the then-remaining Term; (ii) the fee for the added Users will be the then-current, generally applicable User Fee; and (iii) Users added during a billing period will be charged in full for that billing period. ProjectTeam reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least thirty (30) days prior notice to Customer, which notice may be provided by e-mail or by posting in the Service, provided that ProjectTeam will not change fees during any Term. If Customer does not agree to the modification to the fees or charges, Customer may terminate their account by providing notice at least thirty (30) days before the price modification is to take effect. Fees for other services, including Professional Services, will be charged on an as-quoted basis. All pricing terms are confidential, and Customer shall not disclose them to any third party. ProjectTeam may invoice Customer from a ProjectTeam affiliate and Customer will pay ProjectTeam or such affiliate as directed by ProjectTeam.

**4.2 Billing Information.** Customer agrees to provide ProjectTeam with complete and accurate billing and contact information, which shall include Customer's legal company name, street address, valid e-mail address, and name and telephone number of an individual who will be responsible for and authorized to make all decisions concerning the Service on Customer's behalf, including acting as a billing contact. Customer will update such information within thirty (30) days of any change to it. If the contact information Customer has provided is false or fraudulent, ProjectTeam reserves the right to terminate Customer's access to the Service in addition to any other legal remedies.

Adjustments and Credits. If Customer believes its charges are incorrect, Customer must contact ProjectTeam in writing within forty-five (45) days of the date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

**4.3 Taxes.** ProjectTeam's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on ProjectTeam's income. If ProjectTeam is required to pay or collect any federal, state, provincial, municipal, local, or value-added tax on any fees charged under this Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on ProjectTeam's net income, then such taxes and/or duties will be billed to and paid by Customer immediately upon receipt of ProjectTeam's invoice and supporting documentation for the taxes or duties charged.

## 5 Proprietary Rights

**5.1 Reservation of Rights.** Except for the rights expressly granted herein, all rights, titles, and interests to any and all proprietary rights and intellectual property rights, including but not limited to copyright and patent rights, in the Service including, without limitation, the underlying software, the Software, the Use Data, the Anonymous Data, and the Aggregated Data will remain with and be the exclusive property of ProjectTeam.

**5.2 Customer Data.** Except for the rights expressly granted herein, all rights, titles, and interests to any and all proprietary rights and intellectual property rights in the Customer Data, will remain with and be the exclusive property of Customer. Customer Data is deemed the Confidential Information of Customer under this Agreement.

**5.3 Use Data.** Customer acknowledges and agrees that ProjectTeam may derive or create data and information about the use of the Service by Customer and its Users ("Use Data") and ProjectTeam may use and disclose Use Data to its third-party service providers in order to improve the Service.

**5.4 Anonymous Data Statistics.** Customer hereby grants to ProjectTeam a non-exclusive, fully paid, worldwide and irrevocable license to use Customer Data Statistics as required to provide the Service, and to copy, anonymize, aggregate, process, and display Customer Data Statistics, to derive anonymous statistical and usage data related to the Service ("Anonymous Data") to compile, combine or incorporate such Anonymous Data Statistics with or into other similar data and information available, derived or obtained from other clients, customers, licensees or users of Service, or otherwise (collectively, Anonymous Data Statistics and such compiled, combined or incorporated data and information shall be referred to as "Aggregate Data Statistics"), to permit ProjectTeam to provide additional services to its customers, including the copying, publication, distribution, display, licensing or sale of Aggregate Data Statistics and related or similar other statistics or data to third parties pursuant to a separate licensing or services arrangement or agreement. ProjectTeam will be the owner of all rights, titles, and interests in and to Anonymous Data Statistics. Customer's grant of license to copy, anonymize, aggregate, process, use, and display Customer Data Statistics and Use Data shall survive the expiry or termination of this Agreement.

## 6 Term and Termination

**6.1 Term of Agreement.** This Agreement will commence the day the Service is available to Customer and will continue until all User licenses granted in accordance with this Agreement have expired or been terminated.

**6.2 Term of Service.** The Term of the Service shall be specified in the relevant Order Form and continue for the Term specified therein. Each Term will automatically renew for successive periods (each a "Renewal Term") of one year unless either party gives the other party not fewer than thirty (30) days' notice of its intent not to renew, or unless terminated earlier under the terms contained within this Agreement.

**6.3 Termination for Cause.** Either party may terminate this Agreement for material breach by the other party, provided, however, that the terminating party has given the other party at least sixty (60) days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach available to it under applicable law. If Customer becomes insolvent, or is placed in receivership or equivalent status, or files or is petitioned into bankruptcy or similar protection from creditors under any statute, ProjectTeam may terminate this Agreement immediately.

**6.4 Effect of Termination.** Following termination or expiry of this Agreement, ProjectTeam may retain Customer Data for a period of up to thirty (30) days, following which Customer Data may be destroyed by ProjectTeam without further notice, and without any liability to Customer. Delivery of Customer Data to Customer following termination or expiry of this Agreement shall be subject to additional charges payable to ProjectTeam at its then-current rates for delivery of Data, and shall be by the means, and in the format, made available by ProjectTeam.

**6.5 Suspension of Service.** ProjectTeam shall have the right, on notice to Customer, to suspend access to the Service in the event Customer has breached this Agreement or is in default of payment. ProjectTeam shall also have the right to suspend access to the Service without notice in circumstances where the Service is under threat, or subject to attacks, or subject to technical failures or events beyond the control of ProjectTeam whether as a result of Customer's conduct, the conduct of third parties, or otherwise, in order to avoid harm to the Service or the data of ProjectTeam's customers, or to preserve the integrity of the Service or data available to customers in the Service.

## 7 Confidentiality and Privacy

**7.1 Protection.** "Confidential Information" means any and all information related to a party's business that is labeled or identified as "confidential" or "proprietary"; or otherwise is of such a type or disclosed in such

a way that a reasonable person would understand that the information disclosed is confidential or proprietary, including without limitation software, source code and specifications, trade secrets, development plans, content, technical information, pricing, business forecasts and strategies, and information regarding personnel, customers and suppliers. Customer acknowledges that the Service (including, without limitation, Third Party Services) embodies logic, design and coding methodology that constitute valuable Confidential Information that is proprietary to ProjectTeam. Customer will safeguard the right to access the Service, using the same standard of care that Customer uses for its own confidential materials, but at least a reasonable standard of care. Subject to Section 5, Customer Data will be held as confidential by ProjectTeam and will not, without the prior written consent of Customer, or as required by applicable law, be disclosed or be used for any purposes other than as expressly permitted herein or the performance of this Agreement. ProjectTeam will safeguard the confidentiality of Customer Data using the same standard of care that ProjectTeam uses for its own confidential materials, but at least a reasonable standard of care.

**7.2 Exclusions.** The obligations of a party as the recipient of the other party's Confidential Information to maintain confidentiality does not apply to such of the Confidential Information of the other party that: (i) is or becomes, through no act or failure to act on the part of the recipient party, generally known or available to the public; (ii) is known by the recipient party at the time of receiving such information as evidenced by its written records; (iii) is hereafter furnished to the recipient party by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the recipient party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of written permission to disclose provided by the disclosing party. Further, notwithstanding the foregoing, disclosure of Confidential Information will not be precluded if such disclosure: (a) is in response to a valid order of a court or other governmental body having jurisdiction over the recipient party; (b) is otherwise required by law, or (c) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary. Once Customer Data is destroyed by ProjectTeam as provided in this Agreement, ProjectTeam shall have no further obligation with respect to such Customer Data.

**7.3 Privacy.** ProjectTeam will collect, use, retain and disclose Personal Information as outlined in ProjectTeam's privacy statement (the "Privacy Statement") that is posted, amended, and updated from time to time as a link from the Service or ProjectTeam's website. Customer will not do or omit to do, anything in breach of, or contrary to the provisions of the Privacy Statement, as amended by ProjectTeam from time to time. Use of the Service or any component thereof will constitute consent to the collection, use, retention, and disclosure of personal information as described in this Agreement and the Privacy Statement, as amended as of the time of such use. Any inquiries related to the Privacy Statement should be directed to ProjectTeam. Customer warrants and represents that Customer is in compliance, and will fully comply, with all applicable Privacy Laws and will take all steps reasonably within Customer's power to ensure that Customer's Users, employees, contractors, and customers comply with all applicable Privacy Laws.

**7.4 Compelled Disclosure.** If the recipient party is compelled by law to disclose Confidential Information of the disclosing party, it shall provide the disclosing party with prior notice of such compelled disclosure, to the extent legally permitted, and reasonable assistance, at disclosing party's cost, if the disclosing party wishes to contest the disclosure.

## **8 Warranties and Disclaimer**

**8.1 ProjectTeam Warranties.** ProjectTeam warrants (i) the Service will be provided in conformity with generally prevailing industry standards, (ii) the Service will perform materially in accordance with the Documentation under normal use and circumstances; and (iii) it will perform all Professional Services in a professional and workmanlike manner. Customer must report any material deficiencies in the Service to ProjectTeam in writing within thirty (30) days of Customer's discovery of the defect. Customer's exclusive remedy for the breach of the warranties in (i) and (ii) above will be for ProjectTeam to use commercially reasonable efforts to provide the Service in accordance with this Agreement. Customer's exclusive remedy for the breach of the warranty in (iii) above will be for ProjectTeam to re-perform the applicable Professional Services, and if ProjectTeam is unable to perform such Professional Services as warranted

within a reasonable time following receipt of written notice of breach, Customer shall be entitled to terminate the applicable Order Form and recover the fees paid for the nonconforming Professional Services.

**8.2 Customer Warranties.** Customer warrants and represents that Customer has all necessary consents to allow ProjectTeam to use and disclose to Customer any and all Personal Information about Customer's Users collected or acquired by ProjectTeam.

**8.3 Disclaimer.** To the maximum extent permitted by law, this warranty is exclusive and is in lieu of all other warranties, guarantees, or conditions, whether express or implied, statutory or otherwise, including, without limitation, any warranties or conditions of merchantability or fitness for a particular purpose, compliance with any description, non-infringement of third party rights, or any oral or written representations, proposals or statements made on or prior to the effective date of this agreement. ProjectTeam, Inc. Expressly disclaims all other warranties, guarantees, or conditions. Except as otherwise stated in this agreement, ProjectTeam, Inc. Makes no representation, warranty, condition, or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the service or any component of the service. ProjectTeam, Inc. Does not represent or warrant that (a) the use of the service will be secure, timely, uninterrupted, or error-free or operate in combination with any other hardware, software, service, system, or data, (b) the service will meet customer's requirements or expectations, (c) any stored data will be accurate or reliable, (d) the quality of any information obtained by customer through the service will meet customer's requirements or expectations, (e) errors or defects will be absent or will be corrected, or (f) the service or the communication facilities, including, without limitation, the internet, that make the service available are free of viruses or other harmful components or are secure from interruption, interception or corruption by third parties. Except as expressly set forth in this agreement, the service is provided to customer strictly on an "As is", "Where-is" and "As available" basis. This section shall survive the termination or expiry of this agreement and continue in effect.

## **9 Limitation of Liability**

To the maximum extent permitted by applicable law, ProjectTeam, Inc. Hereby excludes for itself, and its licensors and suppliers (including without limitation, any third party providing third party services), any liability in excess of the fees paid by customer to ProjectTeam, Inc. During the twelve (12) month period immediately preceding the occurrence or act or omission giving rise to the claim (the "Compensation amount"), howsoever caused, whether based in contract or tort (including negligence), product liability, or otherwise. ProjectTeam, Inc. Shall not be liable for any incidental, consequential, indirect, special, exemplary, or punitive damages of any kind, or for economic loss, loss of revenue or profits or investment or the like, loss of business, loss of information or data, or other financial loss, property damage or personal injury arising out of or in connection with this agreement or the provision, maintenance, use, performance, failure, or interruption of the service, professional services, and the software, even if such damages are foreseeable or ProjectTeam, Inc. Has been advised of the possibility of such damages. ProjectTeam, Inc. Shall have no liability to any third-party other than customer claiming rights under this agreement. There are no rights under this agreement for any third-party beneficiary. This section shall survive the termination or expiration of this agreement.

## **10 Mutual Indemnities**

**10.1 Indemnification by ProjectTeam.** ProjectTeam will (i) defend, at its expense, Customer from and against any claims, proceedings, actions, or demands ("Claim") which may be brought against Customer by any third party alleging that Customer's use of the Service or the underlying software infringes a patent or copyright, or misappropriates a trade secret; and (ii) indemnify and hold Customer harmless against all costs (including reasonable attorneys' fees) finally awarded against Customer by a court of competent jurisdiction or an arbitrator, or agreed to in a written settlement agreement signed by ProjectTeam in connection with such Claim. ProjectTeam shall have the right to assume full conduct of the Claim in the name of Customer, to appoint such legal counsel as ProjectTeam may elect, and to litigate, settle or compromise such Claim as ProjectTeam may see fit in its sole discretion, provided that ProjectTeam will not settle or compromise such Claim on a basis that results in an admission of liability by Customer, or in

Customer having to pay any sum of money related to such Claim unless Customer has first agreed in writing. Customer will fully cooperate with ProjectTeam in the defense of the Claim at ProjectTeam's cost. The foregoing obligation of ProjectTeam to indemnify Customer shall not apply to the extent that (a) Customer has failed to give prompt written notice to ProjectTeam of the Claim; (b) Customer has modified the Service in a manner that makes the Service infringing where otherwise it would not be; (c) Customer has combined the Service with other software, products or services in a manner that makes the Service infringing where otherwise it would not be; (d) the infringement arises, or is alleged to arise, from a modification to the Service or the Software developed or made by ProjectTeam for Customer at Customer's direction and to Customer's specifications; or (e) the infringement is due to the actions, or failure to take action, of a third party, including the provider of a Third Party Service. In the event of a Claim, ProjectTeam, in its exclusive discretion, may elect to (1) modify the Service so that the Service no longer infringes or misappropriates; (2) obtain a license for Customer to continue to use the Service; or (3) terminate this Agreement and refund to Customer the unused portion of any pre-paid charges or fees. The foregoing, along with ProjectTeam's obligation to indemnify Customer, shall be ProjectTeam's only obligation in the event of a third-party claim of intellectual property infringement, and Customer's exclusive remedy.

**10.2 Indemnification by Customer.** Customer will defend ProjectTeam, its Affiliates, officers, directors, employees, agents, contractors, representatives, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, proceedings, actions, or demands which may be brought against ProjectTeam or another of the Indemnified Parties and Customer shall indemnify and hold ProjectTeam and the other Indemnified Parties harmless from and against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, legal fees on a solicitor and client basis) real or perceived, that occur, or that ProjectTeam may suffer, sustain or incur, as a result of (A) Customer's misuse of the Services, or (B) Customer's breaches of this Agreement. Customer will have sole control of the investigation, preparation, defense, and settlement of any such claims and ProjectTeam shall make reasonable efforts to provide cooperation and assistance in any such investigation, preparation, defense and settlement. ProjectTeam may engage separate counsel to monitor the defense at ProjectTeam's sole cost and expense. Customer will indemnify the Indemnified Parties against any claim by a third party seeking to enforce rights under this Agreement. This section shall survive the termination or expiration of this Agreement.

## 11 General

**11.1 Relation of Parties.** Nothing in this Agreement will create or imply an agency relationship between the parties, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

**11.2 Publicity and Reference.** During the term of this Agreement, Customer agrees that ProjectTeam, Inc. may use the Customer's name (and Customer's logo) as a reference in press releases and marketing materials including but not limited to websites, case studies, blog posts, and whitepapers.

**11.3 Assignment.** Neither party may assign, voluntarily, by operation of law, or otherwise, any rights or delegate any duties under this Agreement (other than the right to receive payments) without the other party's prior written consent, which consent will not be unreasonably withheld, except that ProjectTeam may assign this Agreement, without consent, in connection with a sale of all or substantially all ProjectTeam's business or assets. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

**11.4 Equitable Remedies and Injunctive Relief.** Customer acknowledges and agrees that any breach by Customer of this Agreement other than a failure to pay sums due and owing to ProjectTeam, or any infringement, violation, or misappropriation of the intellectual property rights of ProjectTeam may cause irreparable harm to ProjectTeam not reasonably compensable by money damages. Accordingly, Customer agrees that in addition to all other remedies ProjectTeam may have at law, ProjectTeam shall be entitled to seek immediate equitable relief, including an injunction, against Customer in any court of

competent jurisdiction in order to restrain Customer's breach of this agreement or infringement, violation or misappropriation of the intellectual property rights of ProjectTeam.

**11.5 Governing Law and Venue.** This Agreement shall be subject to, construed by, and enforced in accordance with the laws of the Commonwealth of Virginia and applicable federal laws of the United States of America. Subject to 11.6, the parties agree to the exclusive jurisdiction of the Commonwealth of Virginia, without regard for its conflicts of laws principles, provided that nothing in this Agreement shall prevent ProjectTeam from taking action in any court of competent jurisdiction to seek injunctive and equitable relief to restrain Customer from any breach of this Agreement.

**11.6 Dispute Resolution.** Except for any dispute concerning breach of confidentiality or infringement of any intellectual property right, which dispute will be subject to the exclusive jurisdiction of the Commonwealth of Virginia and the proper appeal courts from such courts, any dispute arising under this Agreement will be subject to binding arbitration by a single arbitrator with the American Arbitration Association ("AAA") in accordance with its relevant industry rules, if any. The arbitration will be held in the Commonwealth of Virginia. The language of the arbitration shall be English language. Judgment on any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**11.7 Severability.** If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and, if the foregoing modification is not possible, it shall be severed from this Agreement, and the remaining portions of this Agreement will remain in full force and effect.

**11.8 Force Majeure.** Neither party will be held responsible for any delay or failure in the performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control. Lack of funds does not entitle a party to claim force majeure.

**11.9 Waiver.** The waiver by any party of any breach of this Agreement will not be construed to be a waiver of any succeeding breach. All waivers must be in writing and signed by the party waiving its rights.

**11.10 Entire Agreement.** This Agreement (including any Order Forms) constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, proposals, negotiations, representations, or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

**11.11 Amendments.** ProjectTeam may amend this Agreement by giving Customer thirty (30) days' notice of the proposed amendments, which notice may be provided by e-mail to Customer's email address of record with ProjectTeam or by posting in the Service.

## Schedule A

### Service Level Agreement

This Service Level Agreement ("SLA") sets forth the details regarding the level of service and technical support for the Service that apply when your account is in good financial standing.

#### Downtime

- a. For purposes of this SLA, a unit of Downtime is one period of at least thirty (30) minutes ("Unit") during which the Service or a material component of it is unavailable because of problems with or the unscheduled maintenance of ProjectTeam's hardware or system software ("Downtime"). Downtime does not include (i) problems caused by factors outside of ProjectTeam's reasonable control, (ii) problems resulting from any actions or inactions by Customer or any third party, (iii) problems resulting from Customer's equipment and/or third-party equipment, not within ProjectTeam's exclusive control, or (iv) network unavailability during scheduled maintenance of ProjectTeam's network and/or servers. ProjectTeam will periodically monitor ProjectTeam's network and server availability using software and hardware components capable of measuring application traffic and responses. Based on its monitoring, ProjectTeam will determine Downtime for the purposes of this Agreement.

- b. ProjectTeam's servers connect to the Internet through redundant high-speed connections on diverse backbones, enabling data delivery to the end-user in a quick and efficient manner. Subject to the limitations set out below, in any calendar month, Downtime will not exceed two (2) Units of Downtime excluding, however, regularly scheduled maintenance. Any regularly scheduled maintenance will be performed between Saturday 5:00 PM EST and Sunday 11:00 AM EST. The service is subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. ProjectTeam, Inc. Is not responsible for any delays, delivery failures, or other damage resulting from such problems. If Downtime exceeds two (2) Units of Downtime in any calendar month, ProjectTeam will, upon Customer's written request, credit Customer's account (a "Downtime Credit") in an amount equal to the pro-rata price for one (1) day of service, for each two (2) Units of Downtime in excess of two (2) Units in any calendar month.
- c. To receive Downtime Credit, Customer must request such credit by sending an email to support@ProjectTeam.com within seven (7) days after the occurrence of Downtime. The aggregate maximum number of Downtime Credits to be issued for all instances of Downtime occurring in a single calendar month will not exceed seven (7). Downtime Credits will be applied upon the issue of the first invoice following the request for Downtime Credit, unless the Downtime occurs in Customer's final month of service, in which case a refund for the dollar value of the Downtime Credit will be mailed to Customer within thirty (30) days of the expiration of Customer's service agreement. The credits specified in this Schedule A shall be ProjectTeam's sole liability and Customer's exclusive remedy for Downtime.

#### **Technical Support**

- a. A member of ProjectTeam's technical support help desk staff will be available to assist Customer with problems and questions regarding the Service. ProjectTeam will supply telephone and/or email support to Customer as part of the Service fee. Standard support is available Monday through Friday between 8:00 a.m. and 8:00 p.m. EST time zone.
- b. Customer may contact ProjectTeam's technical support help desk via email at support@ProjectTeam.com, or by telephone at 1-703- 961-1007 (option 5). ProjectTeam may, from time to time, develop additional methods for Customer to contact the help desk, and will make information regarding such methods available on ProjectTeam's website or in the Service.

## Board of Trustees Regular Meeting (VI.O)

Meeting	December 9, 2025
Agenda Item	Grants, Contracts and Agreements (VI.O)
Subject	Grants, Contracts and Agreements - Architectural Service Agreement Amendment No. 1 with DLR Group for the Norco College Temporary Swing Space Project
College/District	Norco College
Funding	Measure CC
Recommended Action	Recommend approving the Agreement Amendment No. 1 with DLR Group in the not to exceed amount of \$357,000.

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### Background Narrative:

On June 17, 2025, the Board of Trustees approved a contract with DLR Group to provide architectural services for the Library Learning Resource Center and Student Services Project at Norco College.

The new Library Learning Resource Center and Student Services building will be constructed on the existing footprint of the Student Services Building (SSV) and the Student Resource Center (CRC). To accommodate this new construction, the existing SSV and CRC facilities will be demolished.

As a secondary effect of the new Library Learning Resource Center and Student Services building, all programs and services currently housed in the SSV and CRC must be temporarily relocated to swing space during construction of the project. The Temporary Swing Space project is not State-funded and will be funded through Measure CC.

It is recommended that the Board of Trustees approve Amendment No. 1 with DLR Group to provide architectural services for the Norco College Temporary Swing Space project in an amount not to exceed \$357,000, for a revised total agreement amount of \$4,355,010. The term of the agreement remains unchanged, extending from July 1, 2025, through 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

### Attachment(s):

[Agreement Amendment 1 - DLR Group](#)  
[Proposal - Norco College Temporary Swing Space](#)

FIRST (1) AMENDMENT TO AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
**DLR GROUP**

*(Norco College Temporary Swing Space Project a secondary effect to the Norco College Library Learning Resource Center & Student Services Project)*

This document amends the original agreement between the Riverside Community College District and DLR Group, which was originally approved by the Board of Trustees on June 17, 2025.

The agreement is hereby amended as follows:

Additional compensation of this amended agreement shall not exceed \$357,000, including reimbursable expenses, totaling agreement to \$4,355,010. The term of this agreement shall be from the original agreement date of July 1, 2025, to the completion of the project.

Payments and final payment shall coincide with original agreement.

Additional scope of work shall be provided in Exhibit I, attached.

All other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date written below.

DLR GROUP

By: \_\_\_\_\_  
Leigh Anne Jones  
Principal  
3801 University Ave., Suite 600  
Riverside, CA 92501

RIVERSIDE COMMUNITY COLLEGE DISTRICT

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit I**

**Project:** *Norco College Temporary Swing Space Project, a secondary effect to the Norco College Library Learning Resource Center & Student Services Project*

**Scope of Work:** *Architectural & Engineering Design services for the Swing Space of 14,000 SF of portable building space with staff and student restrooms, lounge & kitchen facilities, and utility connections. This is a secondary effect to the Library Learning Resource Center and Student Services, a State-funded project, and it is funded through Measure CC*

**\$3,998,010** *Architectural Services Agreement for the Library Learning Resource Center & Student Services at Norco College.*

**\$357,000** *Agreement Amendment No. 1 for the architectural & engineering design services for the project's Temporary Swing Space, as a secondary effect to the Library Learning Resources Center and Student Services Project, including \$30,000 project allowance.*

**\$4,355,010 Grand Total**



**DLR Group Inc.**  
a California corporation  
3801 University Avenue, Suite 600  
Riverside, CA 92501

October 31, 2025

Mr. Mike Clark, CCM  
Design Manager, Program Management Services  
Riverside Community College District  
3801 Market Street, 3rd Floor  
Riverside CA 92501  
[mike.clark@rccd.edu](mailto:mike.clark@rccd.edu)

Project Name: **Norco College, LLRCSS** – Library Learning Resource Center & Student Services  
DLR Group Project No.: 75-25267-00

Re: Swing Space Proposal – Revision 1

Dear Mr. Clark:

DLR Group is pleased to submit this proposal for the LLRCSS Swing Space scope of work. As part of the Norco College Library Learning Resource Center & Student Services project, the existing SSV Building A (9,276 SF ASF) and CRC Building E (2,067 ASF) will be demolished at the start of the work under the GC contract. To accommodate displaced occupants for the duration of the construction work, temporary Swing Space must be designed, permitted, and constructed prior to this existing building demolition. District/College identified locations for the swing space are captured in Exhibit A, with Option 1 being the preferred option, and sited on an elevated pad.

Below is our detailed proposal for architectural and engineering services to support this effort.

## 1.0 Scope of Work

The scope of work as we understand it includes:

### 1.1. Design Services

- A. Programming and space planning for temporary occupancy needs.
  - a) The initial assumption is that 14,000 SF of portable building space will be needed, and must be confirmed and right sized by the design team.
  - b) One (1) or more blocks of staff restrooms are required.
  - c) One (1) or more blocks of student restrooms are required.
  - d) Lounge and Kitchen facilities shall be included.
  - e) Utility connections shall include but not be limited to power, data/low voltage systems, water, sewer, storm drain.

- B. One (1) site visit.
- C. Site analysis and layout of Swing Space.
- D. Coordination with campus stakeholders and District representatives. Assumed weekly meetings during design to discuss and finalize the program components, adjacencies, and layouts of plans within the modulars, as well as for the modular village.
- E. Preparation of conceptual design, schematic design, design development/construction documents to include the following disciplines:
  - a) Architectural
  - b) Civil
  - c) MEP: limited to points of connection to the modular structures
  - d) Lighting
  - e) Fire Alarm
  - f) Telecom, Security, Audiovisual
  - g) Solar Photovoltaic (PV) and Battery Energy Storage Systems (BESS)
- F. Integration of accessible path of travel (including stairs, ramps, walkways), fire/life safety, technology, security, and utility requirements.
- G. Coordination with District's Modular Company providing PC drawings and modulars.
- H. FF&E scope includes:
  - a) Inventory the existing furniture.
  - b) Assist the District in identifying existing furniture to be relocated.
  - c) Coordinate with District's furniture vendor for any additional furniture needed.
  - d) Generate layouts and coordination for power/data.

### **1.2. Permitting**

- A. Coordination with Division of the State Architect (DSA), local agencies, and other authorities having jurisdiction.
- B. In the Design phase, conduct a DSA "pre-application" meeting to discuss project with the supervisors and gain insights on general approach, applicable codes, and other pertinent information to support a smooth submittal and approval process.
- C. Preparation and submission of permit documents under the 2025 code.
- D. Response to plan check comments and revisions as required to achieve approval.

### **1.3. Bid Support, Construction Administration, Closeout**

- A. Review of contractor submittals, RFIs, and change orders.
- B. Attendance of weekly construction meetings.
- C. Conduct site visits and field reports as needed, maximum once a week
- D. Coordination with District's construction manager and inspectors.

### **1.4. Project Closeout**

- A. Punch list development and verification.
- B. Final documentation and record drawings.
- C. DSA closeout support and certification.

## 2.0 Project Schedule

Per the RFP, The District anticipates completing design and construction of the Swing Space Project in accordance with the following, and in coordination with the LLRC + Student Service new construction timeline. The Design team acknowledges the below preliminary schedule:

Task	Description	Start	Complete	Duration
D1	Programming / Conceptual Set (Prelim Plans)	11/1/2025	12/31/2025	<b>1 month</b>
D2	Schematic Design Set (Prelim Plans)			<b>1 month</b>
D3	Design Development Set (Working Drawings DD & CD)	1/2/2026	2/15/2026	<b>1.5 months</b>
D4/D5	Permit/DSA Submittal Set/Permitting	3/1/2026	9/1/2026	<b>6 months</b>
D6	Bid/Award	10/1/2026	2/1/2027	<b>3 months</b>
C1	Construction Administration	2/1/2027	8/1/2027	<b>7 months</b>
C2	Closeout	8/2/2027	10/1/2027	<b>2 months</b>
	NOC	10/1/2027		

## 3.0 List of Key Personnel

The design team will consist of the following individuals to execute the project:

3.1. DLR Group: Programming and Architecture

- A. Rita S. Carter, Project Manager
- B. Amanuel Woldemikael, Project Architect
- C. Gretchen Holy, Interior Design Leader
- D. Michael Ellars, Code Specialist
- E. Jade Li, Programmer
- F. Ben Ramirez, Designer
- G. Andrea Blasko, Project Administrator

3.2. Consultants:

- A. Kimley-Horn: Civil Engineering
- B. Design West Engineering: MEP, AV/IT
- C. HLCM: Cost Estimating

## 4.0 Assumptions

- 4.1. All services shall be performed in accordance with the terms and conditions of the Architect's existing agreement for the Norco College LLRCSS project.
- 4.2. Structural engineering for the modular structures, including foundations, will be provided by the modular company contracted with the district.

- 4.3. **Cost Estimating** is provided as an optional scope of work at the Construction Documents phase should the District request this service.
- 4.4. **Storm Water Pollution Prevention Plan (SWPPP)** is provided as an optional scope of work at the Construction Documents phase should the District request this service.
- 4.5. The Electrical Service existing systems and equipment anticipated for re-use with minor revisions.
- 4.6. Assumed existing electrical service has adequate capacity and we have not assumed new service coordination with utility.

## 5.0 Exclusions

- 5.1. Any engineering or services not specifically outlined above, is not included in this scope of work.
- 5.2. A topographic & Boundary survey will be provided by the owner.
- 5.3. Geotechnical Report and infiltration testing result will be provided by owner.
- 5.4. Any LEED design or documentation, and life cycle cost analysis is excluded.
- 5.5. Traffic study is excluded.
- 5.6. We assume all existing public utility main lines such as but not limited sewer main, storm drain main, and water main have adequate capacity to serve the proposed project, and no upsizing or main extension is required and therefore not included in our scope of services.
- 5.7. We assume that all wet utilities exist on-site and have adequate capacity to serve the new building.
- 5.8. Landscape Architecture and Irrigation are excluded.
- 5.9. All site retaining walls higher than 48" are assumed to not be needed, hence excluded.
- 5.10. Any environmental related scope of services is excluded.
- 5.11. Obtaining title report and preparation of easement or dedication documents is excluded.
- 5.12. Plumbing utility design and layout beyond 5 feet outside of the building.
- 5.13. Upgrade to the following existing systems due to inadequate capacity or condition
  - A. HVAC systems
  - B. Plumbing utilities
  - C. Electrical service or panelboards

## 6.0 Professional Fees

DLR Group proposes providing the above scope of services, for a fixed fee of **Three Hundred Thirty Thousand, Five Hundred Dollars (\$ 330,500.00)**, broken down per phase below, and will be invoiced incrementally upon completion of the work:

### Design Phase Services

Task	Description	Fixed Fee
D1	Programming / Conceptual Set (Prelim Plans)	\$ 42,225.00
D2	Schematic Design Set (Prelim Plans + FF&E)	\$ 54,075.00
D3	Design Development Set (Working Drawings DD & CD)	\$ 92,525.00
D4/D5	Permit/DSA Submittal Set	\$ 15,735.00
D6	Bid/Award	\$ 16,920.00
<b>SUBTOTAL Design Phase</b>		<b>\$ 221,480.00</b>

**Construction Phase Services**

Task	Description	Fixed Fee
C1	Construction Administration	\$ 68,605.00
C2	Closeout	\$ 10,415.00
	<b>SUBTOTAL Construction Phase</b>	<b>\$ 79,020.00</b>
	District Allowance	\$ 30,000.00
	<b>GRAND TOTAL</b>	<b>\$ 330,500.00</b>

**Optional Services** Facilities Planning & Development: These services are deemed to be part of the project and are required to support its successful implementation.

Task	Description	Fixed Fee
	Cost Estimating	\$ 17,500.00
	SWPPP	\$ 9,000.00
	<b>SUBTOTAL Optional Services</b>	<b>\$ 26,500.00</b>

**Total Fee Proposal: \$357,000.00**

**7.0 Exhibits**

- Exhibit A: Site Options
- Exhibit B: Civil Engineering Proposal
- Exhibit C: MEP+ Engineering Proposal
- Exhibit D: Cost Estimate Proposal

Thank you in advance for continuing to trust DLR Group as a partner as we continue to assist Riverside Community College District in moving this project forward together, for the constituents of Norco College.

Sincerely,  
DLR Group



Rita S. Carter, AIA, NOMA, Assoc. DBIA  
Principal  
C-35431  
[rcarter@dlrgroup.com](mailto:rcarter@dlrgroup.com)

Cc: Mehran Mohtasham, Leigh Anne Jones  
Encl: None



October 27<sup>th</sup>, 2025

EXHIBIT B

Rita S. Carter, AIA, Assoc. DBIA  
(she/her/hers)  
Client Leader | Principal  
[rcarter@dlrgroup.com](mailto:rcarter@dlrgroup.com)

## DLR Group

Re: **Norco College Library Learning Resource Center + Student Services -  
Additional services for Swing Space  
Civil Engineering Scope & Fee  
2001 Third St, Norco, CA 92860**

Dear Rita,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this fee proposal to DLR Group ("Client") for providing certain professional services.

## **Project Understanding**

As part of the Norco College Library Learning Resource Center + Student Services project, the existing SSV Building A (9,276 SF ASF) and CRC Building E (2,067 ASF) will be demolished at the start of the work under the GC contract. To accommodate displaced occupants for the duration of the construction work, temporary Swing Space must be designed, permitted, and constructed prior to this existing building demolition. Pursuant to your Agreement Article III, RCCD requests a proposal from DLR Group for full architectural services to support this effort.

Below is anticipated design scope for swing space:

The initial assumption is that 14,000 SF of portable building space will be needed but must be confirmed and right-sized by the Architect.

- 1 or more blocks of staff restrooms are required.
- 1 or more blocks of student restrooms are required.
- Lounge and Kitchen facilities shall be included.
- Utility connections shall include but not be limited to power, data/low voltage systems, water, sewer, storm drain.
- Site analysis and layout of Swing Space.
- Preparation of conceptual design, schematic design, design development, and construction documents.

Please note that the Option 1 / Preferred location for the swing space is on an elevated pad. The design will need to fully address POT to this area, including the addition of stairs, ramps, and walkways. See attached Exhibit A for swing space location options

Below are our assumptions about the project:

- A topographic & Boundary survey will be provided by the owner
- Geotechnical Report and infiltration testing result will be provided by owner
- Any environmental related scope of services is excluded
- Traffic study is excluded
- Any Dry utilities design, plan and permitting such as but not limited to undergrounding power poles, photometric, lighting design, communications and fire optic and Gas is excluded from our scope of services
- We assume all existing public utility main lines such as but not limited sewer main, storm drain main, and water main have adequate capacity to serve the proposed project, and no upsizing or main extension is required and therefore not included in our scope of services
- We assume that all wet utilities exist on-site and have adequate capacity to serve the new building.

- Landscape Irrigation is by others
- All site retaining walls higher than 48" are to be designed and stamped by structural engineer for DSA approval. Not in scope
- All permit fees will be paid by the owner.
- Any VE items after 50% CD phase will be addressed and incorporated as additional services
- Any environmental related scope of services is excluded
- Obtaining title report and preparation of easement or dedication documents is excluded from our scope

## SCOPE OF SERVICES:

### a. Programing & Schematic Design (SD) Phase

#### **Task 1.0 – Project Review & Site Planning Assistance**

- Kimley-Horn will review certain readily available information such as campus record drawings and as-builts related to the subject site in order to familiarize ourselves with the project and the surrounding as-built condition
- Review the topographic/Boundary & utility survey provided by owner and perform site visit to visually verify the information

#### **Task 2.0 Preliminary Grading Plan (1 sheet)**

Kimley-Horn will prepare a preliminary grading plan that estimates finished grade contours and elevations, and edge condition design for the project. Kimley-Horn will determine preliminary raw cut and fill numbers and provide adjustments from the Geotech report for over excavation, shrinkage, etc. to provide a preliminary earthwork volume opinion. The scope provides one adjustment to the Preliminary Grading Plan design per the preliminary earthwork volume opinion to attempt to reduce soil import/ export quantities. This scope also incorporates one set of review comments by the Client. The plans will be drafted at a scale of 1" = 30'

#### **Task 3.0 Preliminary Wet Utility Plan (1 sheet)**

In addition, the plan will provide a preliminary storm drain layout and proposed utility stubs for sewer, water, and storm drain (all based on site layout and design requirements from the architectural and MEP team). This scope also incorporates one set of review comments by the Client. The plans will be drafted at a scale of 1" = 30'

#### **Task 4.0 Preliminary Hydrology Study**

Kimley-Horn will prepare a preliminary hydrology study and will implement the requirements of City of Fontana and the County of San Bernardino.

Kimley-Horn will perform the following tasks:

- Development of an existing conditions hydrology model. The model will be for the subject Parcel only to determine the 25-year and 100-year peak flow rates. The Modified Rational Method per the County of San Bernardino Hydrology Manual and City of Fontana detention policy requirements will be used for the hydrologic modeling.
- Preliminary design of an on-site drainage system and approximate locations of catch basin based on the concept site plan and per the County of San Bernardino Hydrology Manual.
- WQMP is excluded
- Limited hydrology to work area to size proposed drainage devices

#### **Task 5.0 SD Phase Meetings and Coordination:**

- 1) **Site Visit:** Kimley-Horn will perform one site visit to observe existing conditions based on the topographic survey and record drawings provided by the owner
- 2) **Design Team Meetings:** Kimley-Horn will attend up to five (5) virtual coordination and/or progress review calls that occur during this phase.

## **b. Design Development (DD) Phase**

Kimley-Horn will prepare the Design Development package after Notice to Proceed is issued by College at the completion and acceptance of Schematic Design Package. Package will include the following:

### ***Task 1.0 – Title Sheet and Notes (2 sheets)***

Kimley-Horn will prepare a Title sheet, General Notes including City notes and Geotechnical Engineer's recommendations on earthwork and Grading procedure for this site.

### ***Task 2.0 – Demolition Plan (1 sheet)***

Kimley-Horn will prepare a demolition plan at a scale of 1" = 40'. The submittal to the City will include the removal of existing site items, trees, and improvements as determined reasonably necessary for new construction. It is the responsibility of the Contractor to comply with City for the recycling of construction materials and to prepare necessary applications and/or reports for issuance of a City Demolition or Precise Grading Permit.

### ***Task 3.0 – Grading and Drainage Plan (4 sheets)***

Kimley-Horn will prepare a precise grading and drainage plan at a scale of 1" = 10'. It is assumed that the rough grading and drainage plan will be used as the basis for the final design.

### ***Task 4.0 – Horizontal Control & Construction Plans (4 sheets)***

Kimley-Horn will depict new site construction related items necessary for the installation and completion of the project limited to the proposed project work area. These plans will include pavement dimensions and section, types and finishes with reference to site details for asphalt, concrete, curbs, ramps, walls, fencing and gates, track surfacing and natural grass field. Coordinate stake out points are not included as part of this plan and will be the responsibility of the contractor to prepare

### ***Task 5.0 – Erosion Control Plan (1 sheet)***

Kimley-Horn will prepare an erosion control plan for the on-site grading. These plans will be based upon the grading plans and indicate Best Management Practices (BMPs) to minimize erosion from the project site to the adjacent public streets and storm drain system. These plans will show City of Fontana standard erosion control notes and locate suggested temporary construction entrance, staging areas, and BMPs. It is assumed that this site will be a Risk Level 1 per the State Water Resources Control Board risk level assessment criterion. This task assumes one (1) plan view sheet at a scale of 1"=40' will be prepared as part of this task. The plan will be included with the overall on-site civil improvement set.

### ***Task 6.0 – Sewer and Domestic Water Improvement Plan (2 sheets)***

Kimley-Horn will prepare one set of On-Site Private Sewer and Water Improvement Plans per the requirements of the AHJ and California Plumbing Code. The plans will depict the proposed sewer and domestic water improvements for the project site consisting of the location of sewer manholes and sewer services to a point 5' from the building. The points of connection (POC's) to each building will be supplied by the client or the client's architect with a location and a required pipe size. It is assumed that the public facilities serving the project site will be sufficient.

### ***Task 7.0 – Underground Fire Protection Plan (2 sheets)***

Kimley-Horn will prepare one set of private underground fire protection plan in general in accordance with the local fire department and DSA FLS. This is a standalone set that will be submitted to DSA for review to ensure that the Fire Code and applicable referenced standards are followed, and to prevent unnecessary hazards. Fire sprinkler/Prevention engineer will be responsible for running hydraulic analysis and calculation for DSA review. We will provide our CAD files of site underground fire water piping to fire prevention engineer to use to model their hydraulic analysis.

### ***Task 8.0 – Storm Drain Plan (2 sheets)***

Kimley-Horn will prepare one set of private Storm Drain plans that will depict the size and routing for new and relocated utility piping, location of manholes, catch basins, trench drains and drainage devices. Also, this plan will depict post construction BMPs as well. It is understood that roof drain POCs (size, depth and location) will be provided by plumbing engineer 5' outside the building footprint and our civil plans will pick up those POC at building. It is understood that owner will provide utility survey and as-builts for campus for us to use for our design and connections.

### ***Task 9.0 – Site Details (3 sheets)***

Kimley-Horn will prepare up to THREE (3) sheets that depict the details for various civil on-site grading, Utilities and erosion

control detail.

### **Task 10.0 –On-Site Hydrology and Hydraulics Study**

A site-specific Final Hydrology Study will be prepared and submitted with the grading plans to the City of Fontana. Hydrology calculations will be prepared in general accordance with the Modified Rational Method as defined in the County of San Bernardino Hydrology Manual, and in general accordance with the City of Fontana Requirements. They hydrology study will confirm the size of the necessary on-site retention and/or detention and will size the on-site drainage facilities. This task assumes the preparation of one final report.

### **Task 11.0 – DD Phase Meetings and Coordination:**

- 1) **Design Team Meetings:** Kimley-Horn will attend up to five (5) virtual coordination and/or progress review calls that occur during this phase.

## **C. Construction Document (CD) Phase**

### **Task 1.0 – 100% Construction Document (CD):**

Taking the civil plans and specifications that were prepared during the 50% CD phase, Kimley-Horn will expand on the design already completed and prepare further detailed 100% CD plans per general College requirements and comment resolutions. Site plan changes, including but not limited to building or site feature relocations are not anticipated or included in this scope. Additional sheets beyond what was prepared in the DD phase are also not anticipated or included in this scope

### **Task 2.0 – 100%CD Phase Meetings and Coordination:**

- 1) **Design Team Meetings:** Kimley-Horn will attend up to two (2) virtual coordination and/or progress review calls that occur during this phase.

## **d. Agency Review and Permitting:**

### **DSA Comment Backcheck and Resolution –**

Kimley-Horn will revise plans where reasonably needed to address comments related to civil sheets and civil scope and provide responses in the Bluebeam session in order to seek DSA comment resolution. Kimley-Horn assumes up to three rounds of relatively minor comments from DSA, additional rounds will be addressed for an additional fee.

## **e. Bidding & Awards:**

Kimley-Horn will work with Swinerton and DLR Group Design Team members to provide responses/ clarifications to RFIs and other questions that arise during the bidding phase. The take-off of all bid quantities is the responsibility of the Contractor and not included in this task.

## **f. Construction Administration**

Kimley-Horn will conduct the following tasks:

- Site Visits and Construction Observation.** Kimley-Horn will conduct site visits to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work. Kimley-Horn will be available to attend up to (2) virtual OAC meetings throughout the duration of construction. Kimley-Horn will provide one (1) site visits during construction and one (1) punch walk site visit at the end of construction near substantial completion.

Kimley-Horn will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of

construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Kimley-Horn does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

- b. Clarifications and Interpretations:** Kimley-Horn will respond to reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.
- c. Shop Drawings and Samples:** Kimley-Horn will review and take appropriate action in respect to Shop Drawings and Samples and other data related to civil drawings and civil scope of work which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.
- d. Substitutes and "or-equal/equivalent."** Kimley-Horn will evaluate and determine the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- e. Inspections and Tests:** Kimley-Horn may require special inspections or tests of Contractor's work and may receive and review certificates of inspections within Consultant's area of responsibility. Kimley-Horn's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Kimley-Horn is entitled to rely on the results of such tests.
- f. Substantial Completion:** When requested by Contractor and Client, Kimley-Horn will conduct two (2) site visits to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- g. Final Notice of Acceptability of the Work:** Kimley-Horn will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list.

## **g. Project Close-out:**

Kimley-Horn will prepare final documentation and record drawings showing significant changes reported by the contractor or made to the design by Kimley-Horn. Record drawings are not guaranteed to be as-built but will be based on information made available to Kimley-Horn. Also, we will assist with CCDs and finalizing the closing out items related to civil with DSA

## **h. Storm Water Pollution Prevention Plan**

Kimley-Horn will designate a staff member as the Qualified SWPPP Developer (QSD) for the project. The QSD will lead and review the preparation of one Storm Water Pollution Prevention Plan (SWPPP) report for the proposed project as required by the California State Water Resources Control Board Construction General Permit (CGP) Order 2022-0057-DWQ (with amendments), effective date September 1, 2023. The SWPPP will be based on the signed topographic survey and approved project grading plan, provided within the approved improvement plans, to address the following objectives:

Address pollutants and their source including sources of sediment associated with construction, construction site erosion and other activities associated with construction activity;

Identify Best Management Practices (BMPs) relevant to the project;

Provide Erosion Control Plans to show BMP locations

Identify Total Maximum Daily Load (TMDL) requirements if applicable;

Identify Dewatering measures if applicable; and

Identify Active or Passive Treatment systems.

Kimley-Horn will upload the required documents to the State Water Boards Storm Water Multi-Application and Report Tracking System (SMARTS) for the Notice of Intent (NOI). This includes the following Permit Registration Documents (PRDs): the SWPPP document, Erosion Control Plans, and post-construction compliance documents.

Kimley Horn will assist in filing the NOI, submitting the Project Required Documents (PRDs), and creating the governing construction SWPPP files for the Site. We assume that the Client will supply all the necessary construction documents, including scaled drawings, Title Report (if applicable), and other site information necessary to successfully create and submit the PRDs to the satisfaction of the reviewing agency.

The Owner is obligated to certify the necessary paperwork (NOI, Notice of Termination, etc.) with the SWRCB or other jurisdictions to comply with any applicable laws. Kimley-Horn is not responsible for implementation of the SWPPP, BMP selections made in the field, stormwater sampling, or fees related to permitting. The effort for this task also assumes the Regional Water Quality Control Board (RWQCB) will not require any additional storm water pollution prevention measures or processes beyond those required by the CGP.

The Legally Responsible Person (LRP) or the Client as the LRP designated representative will be required to sign the appropriate applications, waivers, and agreements that are part of the LRP and SWPPP document process. The Client understands that processing of PRDs, permit fees, authorization signatures, and submission of SWPPP forms involves coordination with State agencies on a timeframe that should be amply incorporated into the project schedule.

Qualified SWPPP Practitioner Services (QSP) and required inspections, annual reports, and filing of the NOT for the project site are specifically excluded from the scope of services, as they are typically provided by the general contractor or third-party provider.

This task assumes that the contractor will hire their own QSD and a change of QSD will take place prior to construction.  
No site inspections are included as part of this proposal.

## **SCHEDULE**

We will provide our services as expeditiously as practicable to meet the mutually agreed upon schedule outlined by the Client.

## FEE AND BILLING

Kimley-Horn will provide these Civil Engineering services for a Lump Sum fee of **\$91,000** (See fee broken down below). Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a 15% markup, will be immediately issued to and paid by the Client.

Civil Engineering Design Services – Fee Summary		
Civil Engineering	Fee Estimate	Fee Type
<i>a. Schematic Design</i>	<b>\$14,000</b>	<i>Fixed Fee</i>
<i>b. Design Developments</i>	<b>\$20,000</b>	<i>Fixed Fee</i>
<i>c. Construction Documents</i>	<b>\$25,000</b>	<i>Fixed Fee</i>
<i>d. Agency Review and Permitting</i>	<b>\$6,000</b>	<i>Fixed Fee</i>
<i>e. Bidding &amp; Awards</i>	<b>\$1,000</b>	<i>Fixed Fee</i>
<i>f. Construction Administration</i>	<b>\$9,000</b>	<i>Fixed Fee</i>
<i>g. Project Close-Out</i>	<b>\$7,000</b>	<i>Fixed Fee</i>
<i>h. Storm Water Pollution Prevention Plan</i>	<b>\$9,000</b>	<i>Fixed Fee</i>
<b>Civil Total</b>	<b>\$91,000</b>	<i>Fixed Fee</i>

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,  
**KIMLEY-HORN AND ASSOCIATES, INC.**



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Barsin Bet Govargez P.E. (CA 81751)  
Associate/Sr. Project Manager

# EXHIBIT 'A'



Date: October 27, 2025

Company: DLR Group  
3801 University Ave  
Riverside, CA 92507

Attention: **Rita Carter**

Subject: **RCCD Norco College Swing Space**  
Our Proposal #P-2517850

## PROJECT SCOPE

Provide Construction document design and specifications for RCCD Norco College Swing Space of approximtely 14,000 SQ FT located in Norco, CA.

## PROJECT ASSUMPTIONS

- 1) Proposal based on drawings/SOW/RFP dated October 16, 2025
- 2) Design Phases: SD, DD, 50%CD, 100%CD, Permit, Bid, CA
- 3) Bi-Weekly coordination meetings for project duration of 16 weeks
- 4) Design Schedule: 16 Weeks
- 5) Construction Schedule: 4 Months
- 6) The following existing systems and equipment anticipated for re-use with minor revisions:
  - a) Electrical service
- 7) Assume MEP as-bults will be provided
- 8) We have assumed existing electrical service has adequate capacity and we have not assumed new service coordination with utility.
- 9) Code cycle: 2025
- 10) Electrical design shall be to provide single point power infrastructure to temporary modular building.
- 11) Construction and Bid support is included

## SERVICES INCLUDED

- 1) (1) Pre-design site visit for observation of readily visible existing conditions
- 2) (4) Design meeting(s) at your office as directed
- 3) (8) Virtual conference/coordination meetings
- 4) Book format Mechanical, Plumbing and Electrical specifications
- 5) Licensed Professional Engineer's stamp and signature
- 6) Review of quantities and scope within construction costs estimates provided by architect
- 7) Electrical Utility site plan including the following:
  - a) Site raceway system, vault/pedestal locations and sizes, meter location/requirements, transformer pad locations
- 8) Lighting plan(s) including the following:

- a) Schedule of lighting fixtures
- b) Lighting layout and circuiting
- c) Energy code lighting compliance forms
- d) Lighting control wiring diagrams
- e) Egress lighting layout and circuiting per NEC and local jurisdictions

9) Electrical power plan(s) including the following:

- a) New service entrance and main meter sections design
- b) Distribution and branch panel locations
- c) Single line diagram
- d) Load schedules
- e) Panel schedules
- f) Convenience receptacle layout and circuiting
- g) Voltage drop calculations
- h) Electrical connections to low voltage devices as specified by other system designs

10) Technology plan(s) include the following:

- a) Rough-in schedules and details
- b) Telecommunications floor plans and zone plans
- c) Audiovisual floor plans
- d) Enlarged room plans
- e) Single line and riser diagrams
- f) Coordination with low voltage designer or vendor for pathways, power requirements, and device locations

11) Security plan(s) including the following:

- a) Rough-in schedules and details
- b) Floor plans
- c) Single line diagrams
- d) Coordination with low voltage designer or vendor for pathways, power requirements, and device locations

12) Fire alarm plan(s) including the following:

- a) Fire alarm Device locations and wiring
- b) Fire alarm and smoke detection systems to meet California State Fire Marshal requirements and preparation of documentation for approval
- c) Fire alarm riser diagram
- d) Battery calculations
- e) Fire alarm design with equipment as programmed by owner's representative

13) Solar photovoltaic (PV) and Battery Energy Storage Systems (BESS) including the following:

- a) Energy code minimum system size calculations
- b) Coordination of PV and BESS point of connection to power system
- c) Coordination of AC disconnect, inverter, battery cabinet and required space for system equipment
- d) Schematic roof plan layout with suggested module locations and BESS container location
- e) Performance specifications for PV and BESS systems
- f) PV and BESS plan(s) including the following:
  - i) PV and BESS equipment locations
  - ii) Fire setbacks



- iii) PV system size summary
- iv) Detailed PV system calculations including
  - (1) AC and DC Conductor and conduit calculations including ambient derating
  - (2) String VOC calculations
  - (3) Bus bar calculation
- v) Module and Array layouts
- vi) Detailed stringing plans
- vii) System labeling requirements and details
- viii) Equipment cutsheets on plans
- ix) Racking specifications on plans
- x) Design for rapid shutdown requirements for roof mounted PV systems

14) Deliverables as follows:

- a) Progress sets at the request of client - .pdf electronic files
- b) For submission/re-submission to Plan Check - .pdf electronic files

15) Plan Check and Permit support services:

- a) (1) Meeting(s) with building department
- b) Completion of applicable governing agency plan check comments

16) Bidding support services:

- a) Provide response to RFIs to Architect
- b) Provide clarifications and revisions to drawings and/or specifications when required

17) Construction administration support services:

- a) Provide response to RFIs to Architect
- b) Review and return to the Architect, shop drawings and submittals
  - i) Submittals will be returned no later than 5 business days unless otherwise coordinated with the project team. If longer review is needed, DWE will inform the project team.
- c) (1) Construction phase meetings/site visit(s) including site visit with final "punch list"
- d) Prepare required project close reports and documentation
- e) Prepare As-Built/record drawings based on contractor notes and redlines

## SERVICES NOT INCLUDED

- 1) LEED Documentation, Credit Analysis or Credit Templates
- 2) Commissioning and/or Energy Code acceptance testing services
- 3) Documenting existing MEP systems beyond major components that are readily visible. Major components consist of HVAC and Electrical equipment and plumbing fixtures and equipment. If accurate As-Built or record drawings are not provided, and additional time is required to verify size and location of ductwork, plumbing piping, electrical wiring, additional fees will be required.
- 4) Removal of electrical panel covers, disassembly of equipment or removal of building materials required to document existing conditions.
- 5) Plumbing utility design and layout beyond 5 feet outside of the building
- 6) Upgrade to the following existing systems due to inadequate capacity or condition
  - a) HVAC systems
  - b) Plumbing utilities
  - c) Electrical service or panelboards



- 7) Site improvements
- 8) Communication, coordination or completion of service applications with utility companies for new or modified services with power, telephone, gas, and wet utility companies
- 9) Project meetings, construction site visits, or recurring coordination meeting conference calls beyond those listed in scope
- 10) Detailed estimate of probable construction cost
- 11) Revisions to our plans after plan check approval due to changes in design, such as floor plan and site plan modifications, value engineering or additional scope changes
- 12) Life cycle cost analysis
- 13) More than two design alternatives up to schematic design
- 14) Changes in design approach, design alternatives or alternative modeling after schematic design phase is complete
- 15) Calculation of plan check and/or building permit fees or payment thereof
- 16) Delivery of plans to City or County agencies
- 17) Obtaining agency approvals and permits including governmental (federal, state, county, or city) or utility companies (power, telephone, cable tv, gas, water, sewer or any other utility companies)
- 18) Communication, coordination, or completion of existing easement vacation/removal with power, telephone, or gas utility companies
- 19) Coordination or completion of EV Charge Ready programs and Rule 29/45 design applications and agreements with power utility companies
- 20) Printing of additional sets of drawings other than listed in scope
- 21) Construction contract bid negotiation process
- 22) Engineering services for building other than those listed in scope of work
- 23) Preparation of record/As-Built drawings
- 24) Preparation of multiple drawings or drawing set for separate construction phasing unless specifically indicated in Project Scope or Services Included
- 25) Sub-contracts with any other consultants such as Structural Engineers, or Architects for out-of-scope work such as equipment platforms and support or site lighting pole base calculations
- 26) Verifying locations of existing underground utilities which transit the site
- 27) Design of solar photovoltaic systems and energy storage systems and calculations
- 28) Special effect lighting systems such as Theatrical lighting
- 29) Temporary power design
- 30) Load monitoring of existing electrical systems or circuit tracing of existing circuits and feeders
- 31) Emergency engine generator fuel supply systems remote from the generator; engine exhaust air pollution control/abatement systems and permits (AQMD); engine generator cooling/combustion air supply/return systems
- 32) Public street lighting, traffic control, street improvements and offsite utilities
- 33) Arc flash hazard analysis and protective device coordination study
- 34) Application or documentation for rebate program(s) other than listed in scope
- 35) Any coordination or permit application/acquisition for local department of transportation and/or any other agency not shown in the "inclusions" portion of the Scope of Work



## DRAWING DESIGN FORMAT

Software used for construction drawings will be based on the following:

Revit® version 2022 or later with LOD 200

## PROVIDED BY CLIENT

- 1) Record drawings of existing MEP systems
- 2) Project street address
- 3) Computer drawings files and associated support files as well as drawing format requirements
- 4) Catalog cuts of specific fixtures or equipment requested by your office or owner
- 5) Requirements of all equipment specified by your office and/or other consultants to be connected to mechanical, plumbing or electrical system
- 6) Format for book form specifications including font type, header and/or footer layout
- 7) Name, address and telephone number of any available project contacts (i.e. additional consultants, plan check, owner's representative)
- 8) Restrictions or requirements to the property put in effect through conditional use permits or other likewise attachments to this property
- 9) Billing schedule for invoicing if specific requirements apply
- 10) 30-Day load recordings for requested electrical panels intended to be reused and 12 months of electric utility bills for verification of existing peak demand on main service
- 11) Civil CAD file with overhead and underground utilities shown
- 12) PDF and CAD files of required drawings such as electrical, communications and civil

## FEE

We propose to provide services as outlined in the proposal for subject project for the sum of **\$58,500**.

The breakdown of fees is as follows:

Discipline/Task	Programming/Conceptual	SD Phase	DD Phase	CD Phase	Permit DSA	Bid Phase	CA Phase	Closeout	Total
Electrical	\$600.00	\$1,800.00	\$2,400.00	\$4,200.00	\$600.00	\$360.00	\$1,800.00	\$240.00	<b>\$12,000.00</b>
PV-BESS (Full Design)	\$540.00	\$1,620.00	\$2,160.00	\$3,780.00	\$540.00	\$324.00	\$1,620.00	\$216.00	<b>\$10,800.00</b>
Technology-AV	\$375.00	\$1,125.00	\$1,500.00	\$2,625.00	\$375.00	\$225.00	\$1,125.00	\$150.00	<b>\$7,500.00</b>
IT- Security	\$445.00	\$1,335.00	\$1,780.00	\$3,115.00	\$445.00	\$267.00	\$1,335.00	\$178.00	<b>\$8,900.00</b>
Site POC Design	\$390.00	\$1,170.00	\$1,950.00	\$4,290.00	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$7,800.00</b>
Fire Alarm (Full Design)	\$575.00	\$1,725.00	\$2,300.00	\$4,025.00	\$575.00	\$345.00	\$1,725.00	\$230.00	<b>\$11,500.00</b>
<b>Sub-Totals</b>	<b>\$2,925.00</b>	<b>\$8,775.00</b>	<b>\$12,090.00</b>	<b>\$22,035.00</b>	<b>\$2,535.00</b>	<b>\$1,521.00</b>	<b>\$7,605.00</b>	<b>\$1,014.00</b>	<b><b>\$58,500.00</b></b>

## NOTES

- 1) Attendance at design meetings at client's office, other than listed above, will be performed for the additional fee of \$500.00 per meeting, per person, up to two hours. Meeting time in excess of two hours will be billed at \$185.00 per hour.
- 2) Attendance at virtual design meetings, other than listed above, will be billed at \$185.00 per hour per person.
- 3) Attendance at site meeting(s), other than listed above, will be performed for the additional fee of \$600.00 per trip, per person, for up to two hours. Site meeting time in excess of two hours will be billed at \$185.00 per hour, per person.
- 4) Attendance at site meeting(s) other than listed above, requiring an employee to be on the clock for a



period of more than ten hours consecutively, will be performed for the additional fee of \$600 per trip. This fee includes the price of transportation, meals and lodging.

- 5) Design West Engineering shall be provided by the client such information as is available to the client and the clients' consultants and contractors and shall be entitled to rely upon the accuracy and completeness thereof.
- 6) Design West Engineering's fees are based on the understanding that the existing utilities and equipment have adequate capacity unless noted otherwise above. Any additional engineering required for upgrade will be provided at our regular hourly rates. Any services required during construction, outside of those listed previously, will be performed at our regular hourly rates.
- 7) If either party to this contract brings action to enforce this contract, the prevailing party shall recover its attorney's fees and cost from the losing party.

## REIMBURSABLE EXPENSES

The following expenses, if incurred and paid by consultant while rendering services under this agreement shall be reimbursed by the client:

- 1) Reproduction expenses over and above standard design development coordination shall be billed at \$6.00 a sheet
- 2) Travel expenses for mileage, which shall be billed according to the travel allowance table referenced in the fee section.
- 3) Postage, shipping and handling of any requested expedited delivery
- 4) Outside services or consultants where required and approved in advance
- 5) Other such expenses as may be approved in advance

All reimbursable expenses shall be approved in advance. Payment for reimbursable expenses, as described herein, shall be computed at one and ten hundredths (1.10) times the amounts expended by the consultant for such services, in the interest of the project.

## TERMS AND CONDITIONS

The following Terms and Conditions will govern all services performed on behalf of Client and are hereby incorporated into the Engineering Services Fee Proposal.

- 1) **Design Services.** Design documents including plans, specifications and reports represent Design West Engineering's ("DWE") judgment as a design professional with respect to the proper installation of equipment and components of the work. It is recognized, however, that DWE does not have control over contractor's proper performance of the work, including but not limited to the contractor's means, methods, techniques, sequences and procedures of construction. Accordingly, DWE cannot and does not warrant or represent that equipment and components of the work will not vary from the requirements of the contract documents or comply with applicable codes. DWE does not perform any work of a contractor and its Design Services are limited to design, plans, and oversight only. No withholding, deductions or offsets shall be made from DWE's compensation for any reason unless DWE has been found to be legally liable for such amounts. Payment of DWE's fees shall be a condition precedent to bringing any action or suit against DWE.
- 2) **Payment.** All fees and other charges will be billed to Client monthly and will be due and payable no later than 30 days after the date of invoice. Payment to DWE will not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of project funds, offsetting reimbursements, or credits from other parties. Client shall pay DWE upon completion of project. If



invoice from DWE has not been provided, Client shall notify DWE to complete invoicing.

- 3) **Additional Services.** Any services not explicitly described as being performed by DWE or its subconsultants are excluded. If agreed to in writing by Client and DWE, DWE will provide additional services. Client will pay DWE for such additional services in accordance with DWE's current fee schedule or as otherwise agreed by Client and DWE in writing. These Terms and Conditions will apply to all additional services provided by DWE. In the case of additional services added to the Engineering Fee Proposal, DWE's liability shall be limited to the extent of the additional fee for the specific additional services added.
- 4) **Re-Mobilization.** If services of this agreement are commenced and a project delay or hold occurs outside the control of DWE for longer than 3 months, an additional 10% remobilization fee will be required at each occurrence.
- 5) **Professional Standards.** Subject to all conditions set forth herein, DWE will only be liable for breaching its obligation to perform its services to the level of competency maintained by other practicing engineering professionals in the same or similar community performing the same services at the same time as they were performed by DWE. DWE makes no warranties, either express or implied. DWE does not guarantee the completion or quality of performance of contracts by the construction contractor or subcontractors, or other third parties, nor accepts responsibility for their acts, omissions or any safety precautions.
- 6) **Independent Contractor.** The relationship of DWE to Client shall at all times be that of an independent contractor. DWE shall not be liable for the acts of Client or its agents in performing Work.
- 7) **Document Ownership.** DWE holds copyright for all tracings, calculations, and other original documents produced by DWE and such documents shall be the property of DWE, except when otherwise provided by law, governmental requirement, or by prior agreement, these documents become public property or the property of the Client. A limited license is granted to use the documents for the specific purposes and project covered by the Agreement. Reproduction of these documents either in hard copy or soft copy (including posting on the web) is prohibited without copyright permission. No right to create modifications or derivatives of DWE documents is granted pursuant to this limited license. You may not remove any copyright or other proprietary notices contained in the documents and information. Any product, process or technology described in the documents may be the subject of other Intellectual Property rights reserved by DWE. The drawings, specifications, and reproductions thereof are instruments of service to be used only for the specific project covered by the Agreement between the Client and DWE. DWE assumes no liability for misinterpretation, modification, or misuse by others of any instruments of service prepared by DWE in accordance with its services.
- 8) **Electronic Documents.** If DWE provides Client any design documents, including but not limited to plans and specifications, in electronic form ("Electronic Documents"), acceptance and use of the Electronic Documents by Client shall be at Client's sole risk and Client will: (a) Waive and covenant not to sue DWE alleging any inaccuracy or defect in the Electronic Documents; (b) Agree that DWE makes no representation with regard to the compatibility of the Electronic Documents with Client's software or hardware; and (c) to the fullest extent permitted by law, indemnify, hold harmless, reimburse and defend DWE from, for and against any alleged claim, damage, liability, or cost, including but not limited to attorneys' fees, that may arise from Client's use of the Electronic Documents or any subsequent modification of the Electronic Documents by any person or entity.
- 9) **Schedule.** DWE will perform its services with reasonable diligence consistent with sound professional practice as ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances. Client will require its other consultants and contractors to incorporate into their schedule's reasonable periods of time for DWE to perform its services and will require that they coordinate their services with DWE's services. Client is aware that many factors outside DWE's control may affect DWE's ability to timely perform and complete its services and Client agrees that DWE is not responsible for damages arising directly or indirectly from any delays, including but not limited to liquidated damages.
- 10) **Cost Estimates.** Any cost estimates provided by DWE will be based on DWE's professional experience and judgment. However, Client agrees that DWE has no control over market conditions or bidding procedures



and, as a result, DWE does not warrant that bids or construction costs will not vary from DWE's cost estimates.

- 11) **Construction Support.** If specifically included in the scope of DWE's services, construction support services will be performed solely for the purpose of reviewing portions of the work for general conformance with the design concept set forth in the contract plans and specifications. These services are different from inspection or other quality-control services. The Client shall coordinate the contractor's involvement in any DWE construction support services and shall provide DWE all necessary contracts and documents to perform the same. DWE will not provide any administration of the contract between the contractor and the Client. DWE is not a contractor and does not provide the services of a contractor under any circumstances. DWE will not supervise, direct or have control over any contractor's work, nor will DWE have any responsibility for the means, methods, techniques, sequences or procedures of construction selected by the contractor, nor will DWE be responsible for the contractor's safety precautions and programs in connection with the work, nor will DWE be responsible for the contractor's failure to perform the work in accordance with the requirements of the contract documents or applicable building or structural codes, nor will DWE be responsible for the acts or omissions of the Contractor or of any other persons or entities performing portions of the work, all of which are the sole responsibility of the contractor or its agents.
- 12) **Submittal Review.** DWE will review and render appropriate services on shop drawings, product data, samples, and other submittals required by the contract documents. Such review shall be solely for general conformance with the design concept and the information shown on the contract documents. DWE's review will not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, compliance with applicable building or structural codes, coordination of the work of other trades or construction safety precautions, all of which are the sole responsibility of the contractor. DWE's review will be conducted with reasonable promptness (no more than 5 business days from when DWE receives the submittal) while allowing sufficient time in DWE's judgment to permit adequate review. Review of a specific item shall not indicate acceptance of an assembly of which the item is a part. DWE will not review and will not be responsible for any deviations from the contract documents not clearly identified in writing on the submittal by the contractor, nor will DWE be required to review partial submissions or those for which submissions for correlated items have not been received.
- 13) **Copyright License.** Client hereby irrevocably grants to DWE, its employees, agents, licensees, independent contractors and assigns the perpetual, assignable, royalty-free, worldwide right and license to use any photograph depicting property for which DWE performs services ("Content"), in whole or in part, including the rights to reproduce, sublicense, transfer, publish, distribute, publicly display, broadcast, download, transmit, modify and prepare derivative works, in any manner or media now known or later developed, for the marketing and sale of DWE products or services and for any other business purpose or activity relating to DWE. Client waives any right to inspect or approve DWE's use of the Content, including written copy that may be created in connection therewith.
- 14) **Termination for Convenience.** Either DWE or Client may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days' prior written notice. Client will pay DWE for all services rendered and all costs incurred up to the date of termination, along with all other reasonable termination costs, including but not limited to expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the DWE's anticipated profit on the value of the services not performed by DWE. If no notice of termination is given, DWE's obligations created by this Agreement will be terminated upon completion of the services.
- 15) **Notice of Deficiencies.** Client shall provide prompt written notice within thirty (30) days of when Client becomes aware or should have reasonably been aware of any fault or defect in the project, including errors, omissions or inconsistencies in the services and work product provided by DWE.
- 16) **Indemnity.** Subject to all provisions of this Agreement and to the fullest extent permitted by law, Client shall indemnify, hold harmless, reimburse and defend (with counsel of DWE's choice) DWE, its employees, officers,



directors and agents from, for and against all actual or alleged claims, losses, damages, costs and expenses arising from or related to the work, the Project, or this Agreement (with the sole exception that Client will have no duty to indemnify DWE from claims or losses to the extent those claims or losses are caused by the fault or negligence of DWE or its employees as adjudicated by a court of competent jurisdiction). Under no circumstances shall DWE be liable for any actual or alleged claims, losses, damages, costs and expenses arising from or related to the work, fault, or negligence of its subconsultants.

- 17) **Modifications.** No change, modification, or amendment to this Agreement will be valid unless agreed to by both of the parties hereto in writing.
- 18) **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators, and assigns.
- 19) **Severability.** In the event any clause or portion thereof in this Agreement is deemed invalid or unenforceable by a court or arbitrator of competent jurisdiction, then that clause or portion thereof will be treated as if it were omitted at the time of execution, and the remaining terms of this Agreement shall survive and be enforceable.
- 20) **Dispute Resolution.** Client agrees that any claim, damage, or dispute arising out of these Terms and Conditions, or any services performed by DWE will be resolved by litigation, or, at DWE's determination, binding, and confidential arbitration before a single arbitrator, in the place where the project is located. If arbitration is selected, the parties shall mutually select the arbitrator and the rules applicable to the arbitration process. Unless the parties mutually agree otherwise, the arbitration shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. As a condition precedent to serving a demand for litigation or arbitration, Client agrees that it will obtain a written certificate executed by an independent design professional with similar experience on similar projects and licensed in the jurisdiction in which the project is located certifying that DWE failed to meet the applicable standard of care. Client will provide DWE with a copy of the certificate and all written analysis supporting the certificate's findings at least 30 days before serving a demand for litigation or arbitration. Mediation shall be a prerequisite to litigation or arbitration. Client and DWE agree that any party hereto shall commence all claims and causes of action within the period specified by applicable law but in any case, not more than Seven (7) years after the date of substantial completion of the project. Client and DWE waive all claims and cause of action not commenced or noticed in accordance with the time periods in this section.
- 21) **Governing Law:** The laws of the State that the project is constructed will govern the validity of this Agreement, its interpretation and performance. Any dispute arising in any way from this Agreement shall be subject to the jurisdiction of the courts of that State.
- 22) **Client's Terms.** Any terms and conditions set forth or referenced in Client's purchase order, requisition, or other notice of authorization to proceed are inapplicable to the services provided under this proposal or any related agreement, except when specifically accepted or confirmed in writing and signed by DWE.
- 23) **No Third Party Beneficiaries.** DWE's responsibilities under this Agreement run only to Client. DWE's responsibilities do not extend to any third party including, without limitation, the successors and assigns of Client, any Client's Association or any individual unit owner associated with Client. To the fullest extent permitted by law, no party has any third-party beneficiary or other rights arising from or related to the services provided by DWE.
- 24) **Limitation of Liability.** Client agrees that, in recognition of the relative risks and benefits of the project, DWE's aggregate joint, several and individual liability, whether for breach of contract, breach of warranty, negligence, professional malpractice, strict liability or otherwise will be limited to an amount no greater than \$1 million or DWE's fee, whichever amount is lesser. This provision will survive the termination or expiration of this Agreement.
- 25) **Limitation of Remedy.** Client covenants that it will not, under any circumstances, bring a lawsuit, arbitration demand, or claim of any kind against DWE's individual employees, officers, directors, or agents and that Client's sole remedy will be against DWE, Inc.



26) **Waiver of Consequential Damages.** Neither DWE nor any of its officers, directors, employees or agents will be liable for any indirect, punitive, consequential, liquidated, or exemplary damages of any nature, including but not limited to fines, penalties or lost profits, whether said claim is based upon contract, warranty, tort (including negligence and strict liability) indemnity or any other theory of law, and the Client expressly waives all rights and remedies with respect to the same.

27) **Entire Agreement.** This Agreement contains all terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist, or bind any of the parties hereto.

If above stated terms are agreeable, please sign and return one copy of this proposal to our office. If this agreement is not signed and returned and we are asked to proceed with the project, all conditions contained herein shall constitute a contract for services. Design West Engineering reserves the right to revise the fee stated herein if not accepted within a period on 60 days from the date of the proposal.

We appreciate the opportunity to work with you on this project. We look forward to your response.

Respectfully,

Viraj Patel   
**DESIGN WEST ENGINEERING**

Accepted by (Sign): \_\_\_\_\_

Accepted by (Print): \_\_\_\_\_

Date: \_\_\_\_\_

Client Job Number: \_\_\_\_\_

DWE Proposal Number: P-2517850





HLCMINC.COM

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***Building Partnerships***

**EXHIBIT D**

Rita Carter  
Principal  
**DLR GROUP**  
3801 University Ave, Ste 600  
Riverside, CA 92501

Dear Rita:

## **PROPOSAL**

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**HLCM PROPOSAL: 25274A**  
**PROPOSAL DATE: 10/15/25**  
**PROJECT NAME: RCCD NORCO COLLEGE SWING SPACE**

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### **PROJECT DESCRIPTION AND SCOPE OF WORK**

Add temporary swing space.

SOW per 'Bldg. A Student Services.pdf', 'Bldg. E College Resource Center.pdf', 'Norco LLC Swing Space Location Options, UG Utility records.pdf', 'RCCD\_NC\_Swing Space\_RFP\_R1.pdf', and email correspondence.

### **Proposal Fee**

Description	Amount
Construction Document Cost Estimate	\$ 17,500
<b>Total Fee</b>	<b>\$ 17,500</b>

Optional Fee – Reconciliation: \$3,500

- ❖ This proposal includes up to two revisions to this estimate milestone at the direction of **DLR**.
- ❖ This proposal is valid for one year based on the date of this proposal.

### **Exclusions:**

- ❖ Site visit. If one is required, it would be considered an additional service.
- ❖ Reconciliation with a 3<sup>rd</sup> party estimator.

If you have any questions on this proposal, please contact me at 949.584.5667, or email: [RCraven@HLCMInc.com](mailto:RCraven@HLCMInc.com).

**DLR GROUP**

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Rita Carter | Principal

**HLCM, INC.**

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*Ryan Craven*  
Ryan Craven | Principal

## Board of Trustees Regular Meeting (VI.L)

Meeting	December 9, 2025
Agenda Item	Bid Awards (VI.L)
Subject	Bid Award - Planning and Programming Consulting Services Agreement with Steinberg Hart for the Corona Education Center (CEC) Project
College/District	Norco College
Funding	Measure CC
Recommended Action	Recommend approving the agreement with Steinberg Hart in the not to exceed amount of \$501,156.

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### Background Narrative:

On August 6, 2025, the District issued Request for Qualifications and Proposals (RFQ/P No. 04-25/26-8) to its prequalified pool of architectural firms for Planning Consulting Services. The scope includes development of planning and programming documents for the new Corona Education Center (CEC). The RFQ/Ps were evaluated based on the following criteria: 1) review of statement of qualifications, 2) firm interview, and 3) fee proposal evaluation.

Three (3) RFQ/P responses were received. The committee members, consisting of District office, Gafcon PM-CM team, and Norco College personnel reviewed and scored each proposal independently in accordance with the RFQ/P requirements and selected three (3) firms for interviews. The firm with the highest score was selected to negotiate the final scope of services and provide its best and final fee proposal.

Based on evaluation of the proposals, qualifications, experience, negotiated price and demonstrated competence, it is recommended that Steinberg Hart provide planning and programming consulting services for the new Corona Education Center Project in the not to exceed amount of \$501,156, including allowance. The term of the agreement is from December 10, 2025 to project completion.

Prepared By:      Monica Green, President, Norco College  
                         Michael Collins, Vice President, Business Services, Norco College  
                         Quinton Bemiller, Vice President, Academic Affairs, 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

### Attachment(s):

[Agreement - Steinberg Hart for Corona Education Center](#)  
[Proposal for Corona Education Center Facilities Plan](#)

## **PLANNING & PROGRAMMING CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 10th day of December in the year 2025 by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and **Steinberg Hart**, 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 (PLANNING AND PROGRAMMING CONSULTING SERVICES) for the CORONA EDUCATION CENTER RFQ/P NO. 04-25/26-8, 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 **December 10, 2025 to the completion of the project date**.

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 **FIVE HUNDRED AND ONE THOUSAND ONE HUNDRED AND FIFTY-SIX DOLLARS (\$501,156), including a FORTY THOUSAND DOLLAR (\$40,000) District controlled project allowance**, 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 included in the base fee and no additional costs will be allowed unless expressly approved in advance by the DISTRICT. Any additional 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 INCLUDED IN THE BASE FEE, 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:

Steinberg Hart  
Attn: Kim Patten  
818 W 7<sup>th</sup> Street #1100  
Los Angeles, CA 90017  
Telephone: (213) 629-0500  
Email: kpatten@steinberghart.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.

**STEINBERG HART**

By \_\_\_\_\_

Print Name Kim Patten

Title Partner, Education Practice Leader

Date \_\_\_\_\_

Address Steinberg Hart

818 W. 7<sup>th</sup> Street #1100

Los Angeles, CA 90017

Phone 213-629-0500

Fax N/A

Tax ID# 94-1686108

Email [kpatten@steinberghart.com](mailto:kpatten@steinberghart.com)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

By \_\_\_\_\_

Print Name Aaron S. Brown

Title Vice Chancellor, Business & Financial Services

Date \_\_\_\_\_

## **EXHIBIT “A”**

### **Corona Education Center Planning & Programming Consulting Services Agreement, with Steinberg Hart (RFQ/P No. 04-25/26-8) CONSULTANT’S WORK PLAN, SCOPE OF SERVICES, AND COMPENSATION**

#### **SCOPE OF WORK AND SERVICES**

##### **INTRODUCTION**

The Consultant will assist the District beginning with the planning process through to the District’s Board of Trustees acceptance of the plan. The planning process will require interactive meetings, planning charts, open forums, workshops, and presentations. The Proposer will gather input from the District and College leadership, the Faculty and Classified units and other constituencies through the college facilities committees. During the planning process, the Consultant will be responsible for producing all meeting minutes and associated handouts in an electronic format for review by District staff prior to distribution.

The District’s vision of the CEC is to become an approved education center. The consultant is required to be familiar with the Educational Code, California Community College Chancellor’s Office process, Department of Finance Rules and Regulations to develop a roadmap for a successful delivery of the program.

##### **Norco College – Corona Education Center (CEC) Project**

The CEC Facilities Plan will guide and plan for development of the Corona Education Center (CEC), at 813-839 North Main Street in the city of Corona. The 9.6-acre site is anticipated as a new Norco College extension, focused on STEM and new educational programs such as Physical Therapist Assistant and Pharmacy Technician. CEC is envisioned as an expansion of educational services for the residents of Corona and nearby communities with a goal to achieve Center status. Riverside Community College District has allocated \$135 million of local bond funding for CEC Phase 1 Project Budget.

Site Analysis and Planning including Building Massing, Preliminary Grading, Infrastructure, and landscape Plans to support the entitlement process for the first phase of CEC.

The consultant will prepare a Planning, Programming, and Criteria Document to support the Progressive Design-Build delivery for the Corona Education Center (CEC) project, along with all necessary services to secure site entitlement from the City of Corona. This work will be based on the Measure CC allocation of \$135 million designated for infrastructure and facility buildout.

Consultant will engage in an iterative, collaborative process with the District and Norco College to solicit information and input on the development of the CEC Facilities Plan for the first phase of development.

##### **Basic Services**

###### **1. SITE ANALYSIS & PLANNING**

The Site Analysis & Planning will examine physical attributes and constraints, the surrounding context, and explore planning options for development. The building area and massing study will identify potential site constraints and building sites, in coordination with preliminary parking, grading, and infrastructure plans. The study will provide total site capacity information for potential development.

Consultant will work with the District to develop planning and preliminary infrastructure documents for submission to the City of Corona for Development Plan Review and Precise Plan Review, with the goal of securing entitlements by July 2026.

## **2. PROGRAMMING DOCUMENT**

The scope of the Programming will include comprehensive programming, the development of diagrammatic plans and elevations, and meetings with user groups to gather input and ensure the project aligns with their needs, institutional goals, and space standards.

A cost estimate for the Building and Site Work will be prepared by Consultant.

Consultant will engage in an iterative, workshop-based collaborative process and conduct a series of meetings with the Project Executive Group, space-type user groups, to solicit input Attachment 1 to Proposal for Programming Services

## **3. PROCESS / MEETINGS**

- a. Weekly virtual meeting with Facilities Planning and Development (FPD) Project Representatives. The objective of these meetings is to provide project status, updates, and recommendations for the decisions required to move the project forward.
- b. (1) Site Visit
- c. Confirm the overall process to engage key stakeholders. Develop a meeting schedule and coordinate to confirm meeting times and agendas.
  - i. Six (6) Planning / Programming Meetings Total
    - a. Two in-person meetings (planned for the first and last meetings)
    - b. Four virtual meetings
    - c. Meeting Groups (to be confirmed). The 6 total meetings will be spread amongst these various groups, as needed.
      1. Leadership Meetings: Project approval meeting with Leadership (Board of Trustees, Chancellor's Cabinet, President's Cabinet, District Strategic Planning Council)
      2. Project Executive Group & User Group Meetings: Norco College Representatives who will provide guidance and input to inform the Programming.
      3. Technical Meetings: Groups that have specific technical knowledge to advance the project deliverables and needs (i.e. Facilities, Maintenance, and Operations).

## **4. DELIVERABLES**

- a. In PDF format:
  - i. CEC Facilities Plan
    - a. Site Analysis & Planning
      1. Corona Education Center Planning Overview Narrative with references to District Standards (5-6 pages)
        - a. Executive Summary
        - b. Building
        - c. Grading
        - d. Utilities / MEPT
        - e. Landscape and plant palette
        - f. Case study imagery for plant and hardscape palette with outdoor spaces and public realm
      2. Building Floor Plan Diagrams
      3. Preliminary Landscape Plan improvements
      4. Preliminary Grading Plan
      5. Utility Plan (wet and dry utilities)

- b. Programming Document
  - 1. Overview of Vision & Goals
  - 2. Program
    - a. Matrix with approximate number of spaces and size by TOP code
    - b. Adjacency Diagrams
  - 3. Site Plan
  - 4. Single Line Floor Plans
  - 5. Single Line Elevations
  - 6. Cost Estimate
- c. Traffic Analysis Memorandum
  - 1. Obtain a site plan delineating the preferred site development plan from the Architect and/or RCCD.
  - 2. Calculate the Project's daily and peak hour trip generation based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 12th Edition. Trip reductions will be taken for pass-by trips, as appropriate. Up to one (1) version of the project site configuration will be analyzed. Consultant will calculate existing trips at the vacant project site based on the land use assumptions made within the City of Corona's General Plan Update.
  - 3. Consultant will prepare a qualitative assessment of the Project's net change in trip generation compared to the previous land use analyzed in the City of Corona's General Plan Update. Consultant will provide a discussion of potential impacts to intersection and roadway Level of Service (LOS), based on study locations and analysis results included in the Transportation Impact Study for the Corona General Plan Update (July 2019). This assessment will be completed for the Existing Condition and Build-Out Condition. It is assumed that no new data collection, traffic modeling, or LOS analysis will be included in this scope.
  - 4. Consultant will prepare and submit a Draft Traffic Analysis Memorandum summarizing the results of the qualitative assessment. The Draft Traffic Analysis Memorandum will be submitted to RCCD for review. Consultant will address one (1) round of consolidated comments from RCCD and submit a Final Traffic Analysis Memorandum. The memorandum is intended to inform the Master Plan development process. Future City entitlement and CEQA scope of work, including but not limited to preparation of a Traffic Impact Study and/or Vehicle Miles Traveled (VMT) Study for this project, are not part of this scope.

## **5. IMPLEMENTATION**

- a. Adoption and implementation of the CEC Programming by the Board of Trustees including three draft reviews prior to final acceptance.

**STEINBERG HART'S WORKPLAN AND FEE PROPOSAL IS ILLUSTRATED IN EXHIT A-1.**

November 19, 2025

Chris Dunne  
Riverside Community College District  
RCCD Consultant for Facilities Planning & Development  
gafcon

Re: RCCD Corona Education Center Facilities Plan Project No. 25128 (A1)  
Proposal for Planning Services

Dear Chris:

Steinberg Hart (Architect) is pleased to present the following proposal to provide planning services to Riverside Community College District (Owner). This proposal is based on our understanding of the project from our recent meetings, discussions, and correspondence.

**Attachments, included and made a part hereof:**

Attachment 1 – Scope of Professional Services  
Attachment 2 – Compensation and Payment provisions

Please feel free to contact me should you have any questions or comments. We appreciate the opportunity and look forward to working with you to create a successful project.

Sincerely,



Kim Patten

Kim Patten, AIA, LEED AP BD+C  
Principal

cc: Clover Linné – Steinberg Hart

# SCOPE OF PROFESSIONAL SERVICES

## I. DESCRIPTION OF THE PROJECT

The CEC Facilities Plan will guide and plan for development of the Corona Education Center (CEC), at 813-839 North Main Street in the city of Corona. The 9.6-acre site is anticipated as a new Norco College extension, focused on STEM and new educational programs such as Physical Therapist Assistant and Pharmacy Technician. CEC is envisioned as an expansion of educational services for the residents of Corona and nearby communities with a goal to achieve Center status. Riverside Community College District has allocated \$135 million of local bond funding for CEC Phase 1 Project Costs.

Based on recent meetings with the District, the Education Master, Vision, & Strategic Plan described in the CEC Master Planning Consulting Services RFQ/P is no longer included in the project scope. The updated Facilities Plan scope is comprised of two components:

Site Analysis and Planning including Building Massing, Preliminary Grading, Infrastructure, and Landscape Plans to support the entitlement process for the first phase of CEC.

Phase 1 Programming Document to serve as preliminary criteria for the future Progressive Design-Build project team.

## II. SCOPE OF PROFESSIONAL SERVICES

- A. Outlined scope below.
- B. The Architect shall not be responsible for any additional services not expressly set forth herein except upon a written agreement signed by both parties. The professional services will be provided and compensated in accordance with the terms and conditions set out below.
- C. The Architect shall provide and be responsible for Landscape, Civil, MEPT, and Cost Planning consultants. All other necessary project consultants shall be provided by and are the responsibility of the Owner.

## III. BASIC SERVICES

### A. FACILITIES PLAN

Steinberg Hart will engage in an iterative, collaborative process with RCCD and Norco College to solicit information and input on the development of the CEC Facilities Plan for the first phase of development. No subsequent phases will be considered as part of the plan.

#### 1. PHASE 1 SITE ANALYSIS & PLANNING

The Site Analysis & Planning will examine physical attributes and constraints, the surrounding context, and explore planning options for development. The building area and massing study will identify potential site constraints and building sites, in coordination with preliminary parking, grading, and infrastructure plans for the first phase of development.

Steinberg Hart will work with the District to develop Phase 1 planning and preliminary infrastructure documents for submission to the City of Corona for Development Plan Review and Precise Plan Review, with the goal of securing entitlements by June 2026.

#### 2. PHASE 1 PROGRAMMING DOCUMENT

The scope of the Phase 1 Programming will include comprehensive programming, the development of diagrammatic plans and elevations, and meetings with user groups to gather input and ensure the project aligns with their needs, institutional goals, and space standards.

A cost estimate for the Phase 1 Building and Site Work will be prepared by Steinberg Hart's consultant.

# SCOPE OF PROFESSIONAL SERVICES

Steinberg Hart will engage in an iterative, workshop-based collaborative process and conduct a series of meetings with the Project Executive Group, space-type user groups, to solicit input and information on the requirements and standards that are anticipated for the Phase 1 program for the new Corona Education Center.

## 3. PROCESS / MEETINGS

- a. Weekly zoom meeting with Facilities Planning and Development (FPD) Project Representatives. The objective of these meetings is to provide project status, updates, and recommendations for the decisions required to move the project forward.
- b. (1) Site Visit
- c. Confirm the overall process to engage key stakeholders. Develop a meeting schedule and coordinate to confirm meeting times and agendas.
  - i. (8) Planning / Programming Meetings Total
    - a. Two in-person meetings (planned for the first and last meetings)
    - b. Six virtual meetings
    - c. Meeting Groups (to be confirmed). The 8 total meetings will be spread amongst these various groups, as needed.
      - 1. Leadership Meetings: Project initiation and approval meetings with Leadership (Board of Trustees, Chancellor's Cabinet, President's Cabinet, District Strategic Planning Council)
      - 2. Project Executive Group & User Group Meetings: Norco College Representatives who will provide guidance and input to inform the Phase 1 Program and Facilities Plan development.
      - 3. Technical Meetings: Groups that have specific technical knowledge to advance the project deliverables and needs (i.e. Facilities, Maintenance, and Operations).

## 4. DELIVERABLES

- a. In PDF format:
  - i. CEC Facilities Plan
    - a. Phase 1 Site Analysis & Planning
      - 1. Corona Education Center Planning Overview Narrative with references to District Standards (5-6 pages)
        - a. Executive Summary
        - b. Building
        - c. Grading
        - d. Utilities / MEPT
        - e. Landscape and plant palette
        - f. Case study imagery for plant and hardscape palette with outdoor spaces and public realm
      - 2. Site Plan including parking
      - 3. Building Massing and Floor Plan Diagrams
      - 4. Preliminary Landscape Plan improvements

# SCOPE OF PROFESSIONAL SERVICES

- 5. Preliminary Grading Plan
- 6. Utility Plan (wet and dry utilities)
- b. Phase 1 Programming Document
  - 1. Overview of Key Phase 1 Vision & Goals
  - 2. Phase 1 Program
    - a. Matrix with approximate number of spaces and size by TOP code
    - b. Adjacency Diagrams
  - 3. Phase 1 Site Plan
  - 4. Phase 1 Single Line Floor Plans
  - 5. Phase 1 Single Line Elevations
  - 6. Phase 1 Cost Estimate
- c. Phase 1 Traffic Analysis Memorandum
  - 1. Obtain a site plan delineating the preferred site development plan from the Architect and/or RCCD.
  - 2. Calculate the Project's daily and peak hour trip generation based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 12th Edition. Trip reductions will be taken for pass-by trips, as appropriate. Up to one (1) version of the project site configuration will be analyzed. Psomas will calculate existing trips at the vacant project site based on the land use assumptions made within the City of Corona's General Plan Update.
  - 3. Psomas will prepare a qualitative assessment of the Project's net change in trip generation compared to the previous land use analyzed in the City of Corona's General Plan Update. Psomas will provide a discussion of potential impacts to intersection and roadway Level of Service (LOS), based on study locations and analysis results included in the Transportation Impact Study for the Corona General Plan Update (July 2019). This assessment will be completed for the Existing Condition and Build-Out Condition. It is assumed that no new data collection, traffic modeling, or LOS analysis will be included in this scope.
  - 4. Psomas will prepare and submit a Draft Traffic Analysis Memorandum summarizing the results of the qualitative assessment. The Draft Traffic Analysis Memorandum will be submitted to RCCD for review. We will address one (1) round of consolidated comments from RCCD and submit a Final Traffic Analysis Memorandum. The memorandum is intended to inform the Master Plan development process. Future City entitlement and CEQA scope of work, including but not limited to preparation of a Traffic Impact Study and/or Vehicle Miles Traveled (VMT) Study for this project, are not part of this scope.
- 5. **IMPLEMENTATION**
  - a. Adoption and implementation of the CEC Phase 1 Facilities Plan by the Board of Trustees including three draft reviews prior to final acceptance.

## IV. CONSULTANTS

In addition to 19-Six, we have included a team of consultants to assist with this project:

# SCOPE OF PROFESSIONAL SERVICES

Civil	Psomas
Cost Consulting	TBD Consultants
Landscape	LandLab
MEPT	P2S
Traffic	Psomas

## V. SCHEDULE

The proposed schedule estimates that the project will be completed within a timeframe of approximately twenty-six (26) weeks, starting from receipt of the approved contract.

Adoption of the CEC Facilities Plan by the Board of Trustees is anticipated in May 2026.

## VI. OPTIONAL SERVICES

### A. MOBILITY STUDY

1. Psomas will prepare a mobility study for the site development plan option prepared by the Architect and selected by the District. The study will address the infrastructure needs for different modes (vehicular, bicycle, transit), and will include the following specific tasks:
  - a. Evaluate vehicular circulation and service vehicle access/circulation and emergency vehicle routing and identify recommendations for the internal road network
  - b. Assess parking needs, including type of spaces (visitor, staff, etc.) and distribution around campus and prepare recommendations
  - c. Evaluate bicycle network and provide recommendations for network improvements and end of trip facilities (bike racks, lockers, etc.)
  - d. Evaluate connectivity between modes of travel (i.e. pedestrian walkways to/from parking areas) and develop recommendations to create a seamless, safe network
  - e. The Mobility recommendations will be further refined for the single, District selected option
  - f. Vehicle, pedestrian, and bicycle traffic data collection is excluded. No parking occupancy counts will be included as part of this scope. Traffic analysis, including Level of Service analysis, Vehicle Miles Traveled (VMT), and queueing analysis are excluded.

### B. CURRENT SITE CONDITION CIVIL ANALYSIS

1. Work elements include:
  - a. Review capacity and condition of underground drainage systems per provided information. Prepare preliminary hydrology study for the overall campus site of existing development conditions within the project limits
  - b. Assess age, material, and capacity of water and sewer systems
  - c. Provide civil input on site modifications needed to remove barriers identified by the Architect
  - d. Identify civil utilities upgrades or replacements

### C. CURRENT SITE CONDITION ARCHITECTURAL ANALYSIS

1. Work elements include:
  - a. Existing site condition analysis
  - b. Review of existing site accessibility and wayfinding

### D. SUPPLEMENTAL DESIGN DOCUMENTS AND MATERIALS FOR CITY REVIEW

1. Additional items for Development Plan Review and Precise Plan Review Filing:
  - a. Concept Design Building Elevations for up to 3 Phases
  - b. Material Palette
    - i. Digital material swatches and material color overlay on Building Elevations (contingent on Building Elevations scope)

# SCOPE OF PROFESSIONAL SERVICES

- c. Renderings
  - i. Computer generated 3D views (contingent on Building Elevations and Material Palette scope)
- d. Sign program
  - i. Site plan and elevation drawing of campus monument sign (does not include building signage)
- e. Fence plans showing location, materials and height
  - i. Site plan and typical elevation drawing

## E. SUPPLEMENTAL DESIGN CRITERIA DOCUMENTS FOR PHASE 1

- a. Benchmarking
  - i. Provide example physical planning images of 3-5 Centers with similar program and / or size to CEC as potential project precedents.
- b. Room Data Sheets
  - i. Prototypical room plan diagram and preliminary list of furnishings and equipment for 25 – 40 room types.
  - ii. Includes 5 additional meetings (1 per individual user group) for feedback.
  - iii. Specialized labs may require input from an outside lab planning consultant as a separate additional service, to be determined.

## F. DESIGN-BUILD ADVISORY SERVICES

- a. It is understood that RCCD and Norco College may elect to hire Steinberg Hart to provide advisory and review services for the selected Design-Build team process. That will be provided at a later date.

## VII. GENERAL ADDITIONAL SERVICES

- A. Additional Services are services which are in addition to Basic Services. Additional Services shall be provided only when authorized in writing by the Owner in accordance with the form entitled Architect Request for Authorization of Additional Services. The Owner shall pay for Additional Services in addition to compensation for Basic Services, pursuant to Attachment 2 of this Proposal, Compensation and Payment. Additional Services may include, but are not limited to:

- 1. Financial feasibility studies and other special studies.
- 2. Investigation of existing conditions and current facilities including:
  - a. Planning surveys.
  - b. Site evaluations.
  - c. Environmental studies or comparative studies of prospective sites.
  - d. Preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
  - e. Reviewing Drawings and other documents provided by the Owner or Contractor.
  - f. Information, documentation, review of existing conditions of building core, shell or site.
  - g. Obtaining as-built drawings and other documentation.
  - h. Preparing itemization of furniture, furnishings and equipment.
  - i. Utilization of current spaces at Norco campus.
- 3. Revisions to Project Scope and Deliverables resulting from causes beyond the control of the Architect, such as:
  - a. Changes in scope of project.
  - b. Directives inconsistent with written approvals or instructions previously given by the Owner.
- 4. Detailed estimate of cost of the Work.
- 5. Value engineering, review, recommendations and incorporation of cost reduction measures.
- 6. Preparation of services and documents related to:
  - a. Phased bidding or construction process.
- 7. CADD conversions.
  - a. Digital file conversion from BIM to CAD (.dwg) format.
- 8. Evaluations or documentation for contractor proposals or claims.

# SCOPE OF PROFESSIONAL SERVICES

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- 9. Services relating to design-build work.
- 10. Services in connection with Owner's Representative, Construction Manager, or separate consultants retained by the Owner.
- 11. Services for planning or rental spaces, including:
  - a. Developing, designing "Building Standards" details, documents or research.
- 12. Services required in connection with public hearings, negotiations, mediation, arbitration or litigation proceedings involving Owner.
- 13. Time required obtaining approvals or permits from agencies having jurisdiction over the project.
- 14. Services provided out of sequence and beyond time scheduled for design or construction period of performance.
- 15. Construction documents in format other than the Architect's standards.
- 16. Incorporation of Owner's General Conditions of the Contract, if not standard AIA documents.
- 17. Contracting and coordinating services of consultants other than those identified as part of Basic Services.
- 18. Services resulting from construction cost overrun beyond the control of the Architect.
- 19. Acoustical conditioning.
- 20. Communication and data systems.
- 21. Security systems.
- 22. Records retention.
- 23. Graphics and signage other than signage required by code.
- 24. Assistance in development of art program or supergraphics.
- 25. Interior planting.
- 26. Food service design.
- 27. Custom lighting design.
- 28. Providing renderings, models, mock-ups, presentation boards or other presentation aids.
- 29. Preparing accounting detail information regarding other than the Architect's standard invoice and computer billing back-up.
- 30. Assistance in the utilization of equipment or systems, including preparation of maintenance manual and consultation during operation.
- 31. Analysis of maintenance and operation costs.
- 32. "Fast track" or phased document production schedule.
- 33. Untimely decisions by the Owner causing delays and disruption in the performance of Basic Services.

[END OF SCOPE OF PROFESSIONAL SERVICES]

# COMPENSATION AND PAYMENT

## I. COMPENSATION AND PAYMENT

The Basic Scope of Services will be performed on a fixed-fee basis for **five hundred one thousand, one hundred fifty-six dollars (\$501,156.00)**, as set forth below, inclusive of reimbursable expenses.

Architecture	Steinberg Hart / 19-Six	\$ 299,321.00	1,300 hours
Civil	Psomas	\$ 65,000.00	326 hours
Cost Consulting	TBD Consultants	\$ 11,760.00	48 hours
Landscape	LandLab	\$ 24,800.00	164 hours
MEPT	P2S	\$ 44,775.00	199 hours
Traffic	Psomas	\$ 15,500.00	
District Allowance		\$40,000.00	
<b>TOTAL FEE</b>		<b>\$501,156.00</b>	

## OPTIONAL SERVICES

Mobility Study	\$16,000
Site Current Condition Civil Analysis	\$ 9,000
Site Current Condition Architectural Analysis	\$ 9,075
Building Elevations	\$26,000
Material Palette	\$ 8,500
Renderings	\$ 6,500 per rendering
Sign Program	\$ 9,600
Fence Plan	\$ 7,600
Benchmarking	\$ 7,200
Phase 1 Room Data Sheets	\$ 35,000 – 54,000

## II. REIMBURSABLE EXPENSES

A. Base Services Reimbursable Expenses are included in the Basic Services Fixed Fees. All deliverables will be issued electronically as digital files in PDF format.

## III. HOURLY RATES

For hourly or Additional Services as agreed to by both parties, the Architect's hourly rates as of October 1, 2025 are set forth below. As a result of annual salary adjustments, the below rates are subject to change. The rates represent the range for professional and administrative personnel. Project-specific roles for personnel will be established with the appropriate rate.

President / CEO	\$ 475	Job Captain	\$ 170 – \$ 200
Principal	\$ 300 – \$ 395	Senior Designer	\$ 150 – \$ 160
Senior Project Manager	\$ 275 – \$ 295	Designer	\$ 125 – \$ 135
Senior Project Architect	\$ 255 – \$ 280	Planning Director	\$ 250 – \$ 290
Director	\$ 265 – \$ 290	Senior Planner	\$ 220 – \$ 250
Senior Project Designer	\$ 265 – \$ 285	Planner	\$ 135 – \$ 175
Project Manager	\$ 225 – \$ 260	Senior Interior Designer	\$ 155 – \$ 255
Senior Job Captain	\$ 200 – \$ 225	Interior Designer	\$ 125 – \$ 145
Project Architect	\$ 175 – \$ 200	Project Coordinator	\$ 155 – \$ 190
Project Designer	\$ 165 – \$ 270	Intern	\$ 120

## IV. INVOICING

A. The Architect shall invoice its time and Reimbursable Expenses monthly, and invoices are due and payable upon presentation of the Architect's invoice.

## COMPENSATION AND PAYMENT

**B.** If any portion of the invoice is disputed by the Owner, Architect shall be promptly notified of such dispute within ten (10) business days. Any undisputed portion shall promptly be paid to the Architect. No deductions shall be made from Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

**V. OWNER'S RESPONSIBILITIES:** The Owner shall also furnish any reports, tests, surveys, inspections or other documentation or information or consultants reasonably requested by the Architect.

**VI.** This proposal does not include all terms and conditions required by law to form a contract for architectural services. Neither party shall treat this proposal as a contract for the described Services.

[END OF COMPENSATION AND PAYMENT]

**FACILITIES PLANNING AND DEVELOPMENT**  
**PROJECT SUMMARY STATUS UPDATES (January 8, 2026)**

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**Measure CC 2024**

**Moreno Valley College (MVC)**

Library Learning Resource Center

This is a state- and Measure CC–funded facilities project. Programming and design are currently underway, and preliminary plans were submitted to the state on November 24, 2025.

**Norco College (NC)**

Center for Human Performance & Kinesiology

This is a state- and Measure CC–funded facility project. The project is under construction, with a projected completion date of Fall 2027.

Library Learning Resource Center & Student Services

This is a Measure CC–funded facilities project currently in the programming and design phase. Preliminary plans were submitted to the state on November 24, 2025. As a secondary effect of the project, Facilities Planning & Development is coordinating a swing-space solution for administrative offices and student services during the construction period.

Corona Education Center (CEC)

This is a Measure CC–funded facilities project. The District has secured a planning consultant who will work with the college to implement the programming phase of the project, including site entitlement and infrastructure planning.

**Riverside City College (RCC)**

Cosmetology

This is a state- and Measure CC–funded facilities project. Programming and design are currently underway, and preliminary plans were submitted to the state on November 24, 2025.

Inland Empire Technical Trade Center (IETTC)

This project is funded by Measure CC. The District continues to coordinate with the City of Jurupa Valley on site entitlement.

**Ben Clark Training Center**

Education Building 2-A

This is a state- and Measure CC–funded facilities project. Programming and design are currently underway, and preliminary plans were submitted to the state on November 24, 2025.