

# Board of Trustees Regular Meeting (VI.T)

Meeting	May 16, 2023
Agenda Item	Grants, Contracts and Agreements (VI.T)
Subject	Grants, Contracts and Agreements Capital Project Management System Agreement with Logic Domain
College/District	District
Funding	District Measure C Funds
Recommended Action	Recommend approving the new Agreement with Logic Domain in the amount of \$37,320 for the Capital Project Management System.

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## Background Narrative:

The Capital Project Management System (CPMS) is a user-friendly system that allows the District to manage and control individual projects from planning and budgeting through design, construction and closeout. Services include annual basic support, maintenance and hosting.

It is recommended that the Board of Trustees approve the agreement with Logic Domain in the amount of \$37,320 for two years through May 31, 2025.

Prepared By: Aaron S. Brown, Vice Chancellor, Business and Financial Services  
Hussain Agah, Associate Vice Chancellor, Facilities Planning and Development  
Misty Griffin, Director, Business Services

**AGREEMENT BETWEEN**  
**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**And**

**LOGIC DOMAIN**

THIS AGREEMENT is made and entered into on the 17th day of May, 2023, by and between LOGIC DOMAIN hereinafter referred to as “Consultant” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “District.”

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Exhibit I will primarily be conducted at Consultant’s office(s), and on site at Riverside Community College District.
3. The services rendered by the Consultant are subject to review by the Chief of Staff and Facilities Development or her designee.
4. The term of this agreement shall be from May 17, 2023, to the estimated completion date of May 31, 2025, with the provision that the Vice Chancellor of Business and Financial Services or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$37,320 including reimbursable expenses. Invoice for services will be submitted on an annual basis starting May 31, 2023. The final payment will be paid on the anniversary of the first year of support, maintenance and hosting services starting May 31, 2024.
6. All data prepared by Consultant hereunder specific only to this agreement includes Capital Project Information and Facilities related budgeting, accounting and construction data. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District’s sole risk, and provided further, that Consultant shall be indemnified and defended against any damages resulting from such use. In the event the Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall make the request in writing through the office of the Chief of Staff and Facilities Development, who will obtain approval from the Board of Trustees before releasing the information requested.

7. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based upon any adjudicated negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such actual negligence, recklessness or willful misconduct and only in proportion thereto. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such actual negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
  
8. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based upon any adjudicated negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such actual negligence, recklessness, or willful misconduct and only in proportion thereto. The obligations to indemnify and hold Consultant free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such actual negligent acts are fully and finally barred by the applicable statute of limitations.
  
9. Consultant shall procure and maintain insurance coverage as follows:  
  
Comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract, in the amount of \$1,000,000 per person and \$3,000,000 per occurrence;  
  
Workers' Compensation insurance in accordance with the laws of the State of California.  
  
Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Contractor shall provide District with the required Certificate of Insurance within 10 days of signing this Agreement.

10. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
11. Consultant shall not discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law. Contractor understands that harassment of any student or employee of Riverside Community College District with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law is strictly prohibited.
12. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District. Any and all local, state or federal taxes that would be associated with the payment under this Agreement is to be paid solely by Consultant.
13. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
14. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
15. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

LOGIC DOMAIN

RIVERSIDE COMMUNITY COLLEGE DISTRICT

\_\_\_\_\_  
Jay Hedjazi  
Principal  
3972 Barranca Parkway, Suite J  
Irvine, CA 92606

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

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

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

*Riverside Community College District*

**Capital Project Management System  
 Compass V10 Support and Maintenance**

Cost Proposal #: RCCD0423

Item	Description	Cost
Software	<b>Complete cloud-based capital project control includes following modules:</b>	<b>\$ 0</b>
	➤ Budgeting project accounts and sub-accounts	
	➤ Scheduling SPWCE phases	
	➤ Forecasting cost (potential change orders and time slippages)	
	➤ Complete cost accounting (Encumbrances, invoice payments and other charges)	
	➤ Timesheet tracking module	
	➤ Construction module (RFI, Bulletins, Submittals, Field order, Change orders)	
	Available online to contractors, architects and engineers for document control	
	➤ Work order system and task assignment	
	➤ Vendors full project activity reporting	
	➤ Multiple Prime contractors project activity breakdown and roll ups	
	➤ Project Number, Job number, Phase, Funding source, Individual contract reporting	
	➤ Executive reports include Project Status Reports and Workload distribution	
➤ Account permissions control for multiple user access		
➤ Multi-level password and IP security access and restriction		
➤ Google Maps on project locations and easy access for Board Members to view project information		
Support	<b>Annual Basic Support &amp; Maintenance Package includes:</b>	
	➤ Department users support with issues accessing the application and Compass project information	<b>\$ 30,120.00</b>
	➤ Monthly Compass data backup	
	➤ Microsoft Server 2019, SQL server 2017 and Coldfusion server 2018 patches and updates from the software manufacturer	
	➤ Application anomalies fixes due to technological changes	
	➤ Additional minor requested reports to be added to the system	
	➤ Continuous monitoring of the application via automatic alerts	
	➤ 4 hour response time to issues	
	➤ New staff training	
Hosting	<b>Off-campus Hosting of COMPASS v10 cloud-based application for FP&amp;D</b>	<b>\$ 7,200.00</b>
<b>Total Cost</b>		<b>\$ 37,320.00</b>

**Special Notes**

Coverage Period: [May 17, 2023](#) – [May 31, 2025](#)

This is a two-year cost proposal with the cost of support, maintenance and hosting set at \$18,660 annually.

# Board of Trustees Regular Meeting (VI.AB)

Meeting	May 16, 2023
Agenda Item	Grants, Contracts and Agreements (VI.AB)
Subject	Grants, Contracts and Agreements Agreement Amendment No. 2 with 19Six Architects for the Riverside City College Life Science and Physical Science Reconstruction Project for Business Education and Computer Information Systems
College/District	Riverside City College
Funding	Riverside City College Measure C Allocation, Riverside City College General Funds and State Capital Outlay Funding Allocation
Recommended Action	Recommend approving agreement Amendment No. 2 with 19Six Architects for the Riverside City College Life Science and Physical Science Reconstruction Project for Business Education and Computer Information Systems in the not to exceed amount of \$20,350, for a total agreement amount of \$2,350,003.

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## Background Narrative:

On August 18, 2020, the Board of Trustees approved the selection of 19Six Architects for the Riverside City College Life Science and Physical Science Reconstruction Project for Business Education and Computer Information Systems and approved the agreement in the total amount of \$2,329,653, including \$50,000 for reimbursable expenses. On June 15, 2021 the Board of Trustees approved agreement Amendment No. 1 to modify the contract reimbursables from \$50,000 to \$50,000 contract allowances.

During the design phase, the District authorized two agreement allowance disbursements for additional design services by 19Six Architects. These services were necessitated by code changes and requests from relevant agencies, which were not originally included in the scope of 19Six Architects' services. The authorized allowances were as follows: 1) the inclusion of a Distributed Antenna System (DAS) in the buildings, as requested by the Riverside City Fire Department, costing a total of \$34,420, and 2) the addition of an extended canopy for the elevator, as requested by the Division of the State Architect (DSA), amounting to \$11,890, leaving a remaining allowance of \$3,690.

During the construction phase, in collaboration with Soltek Pacific Construction Company (General Contractor), C.W. Driver (Construction Manager), 19Six Architects, and the District, it was discovered that the two specified mechanical chillers for the buildings were on backorder and had a lead time of 52 weeks. This delay necessitated an extension of the project completion date from March 2024 to September 2024. To meet the original completion date, Soltek Pacific Construction Company submitted a substitution request for the mechanical chillers. The request was carefully reviewed and verified to ensure that it met the required quality and performance criteria for the project. Furthermore, it was determined that the substitution would not incur any additional costs for the general contractor. However, the substituted mechanical chillers resulted in additional architectural details, engineering calculations, and full approval from the DSA.

To address the potential delay caused by the mechanical chillers, it is recommended that the Board of Trustees approve Amendment No. 2 of the agreement with 19Six Architects. This amendment seeks to provide additional design services to accommodate the substitution request for the mechanical chillers. By doing so, it will help mitigate the project delay. This increase to the 19six Architects agreement is within the previously approved project budget.

Prepared By: FeRita Carter, Interim President, Riverside City College  
Daniel Villanueva, Interim Vice President, Business Services, Riverside City College  
Aaron S. Brown, Vice Chancellor, Business & Financial Services  
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development  
Mehran Mohtasham, Director, Capital Planning  
Bart Doering, Director, Facilities Development  
Misty Griffin, Accounting Services Manager



SECOND (2) AMENDMENT TO AGREEMENT

BETWEEN

RIVERSIDE COMMUNITY COLLEGE DISTRICT

AND

**19SIX ARCHITECTS**

**Riverside City College Life Science and Physical Science Reconstruction Project for  
Business Education and Computer Science Information**

This document amends the original agreement between the Riverside Community College District and 19six Architects, which was originally approved by the Board of Trustees on August 18, 2020, RFQ/P #54-19/20-2.

The agreement is hereby amended as follows:

Additional compensation of this amended agreement shall not exceed \$20,350 totaling the agreement to \$2,350,003. The term of this agreement shall be from the original agreement date of August 19, 2020 to project completion.

Payments and final payment shall coincide with original agreement and first (1) amendment.

Additional scope of work shall be provided in **Exhibit I**, utilizing contract allowances.

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.

19six ARCHITECTS

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Monisha Adnani  
Principal  
250 East Rincon Street, Suite 108  
Corona, CA 92879

Aaron S. Brown  
Vice Chancellor  
Business and Financial Services

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

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

## **Exhibit I**

**Project:** Riverside City College Life Science and Physical Science Reconstruction Project for Business Education and Computer Science Information

**Scope of Work:** Additional design services for the chiller substitution request.

<b>\$2,329,653</b>	<b>Architectural &amp; Engineering Services Agreement with 19six Architects for the Life Science Physical Science Reconstruction project at RCC.</b>	
<b>\$0</b>	<b>Addendum No. 1 - Deduct the \$50,000 contract reimbursable and add a \$50,000 contract allowance for additional architectural and engineering services.</b>	
	\$50,000	Agreement Allowance (design services)
	(\$34,420)	Added design services for Riverside City Fire Department Distributed Antenna System (DAS);
	(\$11, 890)	Added design services for extended canopy for the existing elevator per Division of the State Architect (DSA).
	\$3,690	Remaining unauthorized allowance
<b>\$20,350</b>	<b>Amendment No. 2 - Additional design services for the chillers substitution request to mitigate a delay to the project.</b>	
<b>\$2,350,003</b>	<b>Grand Total</b>	

The increase to the 19six Architects Architectural Services agreement is within the previously approved project budget.

## OWNER/ARCHITECT CONTRACT AMENDMENT No. 2

Date: February 14, 2023

Project: Riverside Community College District  
Riverside City College  
**LS/PS Building Renovation – Chiller Changes**

PMSM Project No: 20101.01

Contract Date: August 19, 2020

### Modifications to Basic Contract:

This scope of additional engineering work is related to the chiller substitution caused by delayed product availability that would have postponed completion of the project.

- P2S engineering will provide isolator re-design and coordination with the SEOR for DSA approval. P2S will provide electrical modification and coordination. P2S will provide Cx and start-up coordination with installer and manufacturer due to this process being more complex than the specified Chiller.
- John Martin & Associates will review equipment weight, dimensions, and connections, and provide revised drawings and calculations as necessary for DSA approval.
- 19six will coordinated all the engineering efforts, CCD submittal, and DSA approval
- This proposal includes fee for design, and DSA CCD approval, and added CA scope described above

*Additional site visits are not included with this additional scope but are covered under the base contract.*

### Proposed Fees

We propose to accomplish the scope of work noted above for the lump sum amount shown below.

19SIX Architects	\$ 4,700
P2S Engineering	\$ 11,500
John Martin Associates	\$ 4,150
<b>Total Proposed Fee</b>	<b>\$ 20,350 Fixed Fee</b>

**Updated Compensation Summary:**

Original Contract (18103.01) SD-CA Phase	\$ 2,329,653 Fixed Fee
Contract Amendment #1 (18103.01) Change Reimbursables to Allowances	\$ 50,000 Allowance
Contract Amendment #2 (18103.01) Chiller Changes	\$ 20,350 Fixed Fee

If this agreement is acceptable to you, please sign below, retain a copy for your records and return one to 19six Architects.

Sincerely,



Monisha Adnani, Architect  
Principal  
19six Architects

Accepted by:

\_\_\_\_\_

Signature

\_\_\_\_\_

Name (printed)

\_\_\_\_\_

Title

\_\_\_\_\_

Date