

# Board of Trustees Regular Meeting (VI.AE)

Meeting	April 20, 2021
Agenda Item	Grants, Contracts and Agreements (VI.AE)
Subject	Grants, Contracts and Agreements Construction Management Services Agreement with C.W. Driver LLC for the Riverside City College Life Science & Physical Science Reconstruction for Business Education + CIS Project
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 the Construction Management Services Agreement with C.W. Driver LLC for the Riverside City College Life Science & Physical Science Reconstruction for Business Education + CIS Project for the not to exceed amount of \$790,000.

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## Background Narrative:

The District issued a Request for Qualifications and Proposals (RFQ/P) on February 23, 2021 to the District's pre-qualified pool of construction management firms (CM firms) to provide comprehensive construction management services for the Riverside City College Life Science & Physical Science Reconstruction for Business Education + CIS Project. The RFQ/P included a pre-established scoring matrix to evaluate the firm's qualifications, experience, project approach, and methodology. The RFQ/P process was conducted in three steps: 1) statement of qualifications review; 2) firm interviews and; 3) fee proposal evaluation and negotiation.

The District received six (6) RFQ/P responses. The committee members, consisting of District office and Riverside City College personnel, reviewed and scored each proposal independently in accordance with the RFQ/P requirements and selected the top five (5) CM firms for interviews. The highest scoring firms were selected to negotiate the best and final fee proposal.

Based on evaluations of the fee proposals, qualifications, experience, negotiated price and demonstrated competence, the committee recommends C.W. Driver LLC to provide construction management services for the Riverside City College Life Science & Physical Science Reconstruction for Business Education + CIS Project in the not to exceed amount of \$790,000, including project allowance. The term of the agreement is from April 21, 2021 to August 31, 2024.

Prepared By: Gregory Anderson, President, Riverside City College  
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Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development  
Mehran Mohtasham, Director, Capital Planning  
Bart Doering, Facilities Development Director

## **AGREEMENT FOR CONSTRUCTION/ PROJECT MANAGEMENT SERVICES**

This Construction/ Project Management Services Agreement (“Agreement”) is made and entered into this 21<sup>st</sup> day of April, 2021, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT (hereinafter referred to as “District”) and C.W. DRIVER LLC (hereinafter referred to as “Construction Manager”) for construction management services relating to the RIVERSIDE CITY COLLEGE LIFE SCIENCE AND PHYSICAL SCIENCE RECONSTRUCTION PROJECT FOR BUSINESS EDUCATION AND CIS PROJECT (hereinafter referred to as “Project”).

### **ARTICLE 1 CONSTRUCTION MANAGER’S SERVICES AND RESPONSIBILITIES**

Construction Manager represents to the District that it has the necessary license for a Construction Manager as provided for in Government Code Section 4525, et seq.; that it has expertise and experience in construction supervision; bid evaluation; project scheduling; cost benefit analysis; claims review and negotiation; and general management and administration of construction projects. Construction Manager further represents to the District that it is 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. Construction Manager covenants to provide its best skill and judgment in furthering the interests of the District in the management of the construction of the Project. Construction Manager agrees to furnish efficient business administration and management services and to perform in a manner consistent with the interests of the District. The Construction Manager’s Services for the Project shall be as follows and as enumerated within Exhibits “A”, “B” and “C” to this Agreement. All services provided by the Construction Manager under this Agreement shall be provided by or under the direction and control of a licensed general contractor. Basic Services to be provided by the Construction Manager are those enumerated in the Basic Services (Exhibit “A” hereto) and those enumerated in the General Conditions (Exhibit “B” hereto). Notwithstanding the foregoing, Project Manager’s legal obligations to the District shall not exceed those set forth in this Agreement.

#### **1.1 BASIC SERVICES**

1.1.1 Construction Manager’s “Basic Services” consist of those services performed by Construction Manager and Construction Manager’s employees and consultants to provide the specific services enumerated in Exhibit “A” and in the General Conditions (Exhibit “B”).

#### **1.2 CONSTRUCTION PHASE**

1.2.1 Provide ongoing senior management observation of the progress of the work to assist the District’s Project Manager.

1.2.2 Provide senior management at the request of the District to provide assistance to resolve any issues that are critical to Schedule or Budget considerations.

1.2.3 Provide ongoing senior management involvement in progress meetings.

#### **1.3 GENERAL CONDITIONS**

1.3.1 “General Conditions” of the Project are defined as those generic support conditions which must be in place to support all construction aspects of the Project. Such costs are enumerated within Exhibit “B”.

## ADDITIONAL SERVICES

1.3.2 Additional Services are defined, for the purpose of this Agreement, as any services performed in the interest of the Project, at the written request of the District, which are outside the scope of this Agreement.

1.3.3 Pursuant to Education Code section 81644, the total term of this Agreement, including all extensions, shall not exceed five (5) years. If, through no fault of the Construction Manager, the duration of the Project which is the subject of this Agreement beyond the time frame depicted in Exhibit "C", Construction Manager shall be entitled to additional compensation and costs based on the rates set forth in Exhibit "B" and as set forth below. Construction Manager shall obtain written approval from the District prior to incurring any additional costs related to the Project.

1.3.4 District shall compensate Construction Manager for any extended durations set forth in Article 1.4.2 above based on the Schedule of Personnel and costs set forth in Exhibit "B" and any approved reimbursable expenses. Alternatively, the District and Construction Manager may agree in writing to a fixed fee or other payment terms. All costs to be paid for any extended durations must be accompanied by time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the District to determine the services provided, and the time spent for each task. The District and Construction Manager may otherwise mutually agree, in writing, on alternative types of information and levels of detail that may be provided by the Construction Manager.

1.4.3 If, during the planned duration of the Project as identified within Exhibit "C", the District requests that additional personnel or other resources be provided beyond those set forth in Exhibit "B" for reasons other than extension of the period of services identified within Article 1.4.2, such additional resources shall be provided by written amendment between the District and Construction Manager which amendment shall provide for equitable adjustment of Construction Manager's compensation.

## 1.4 PERSONNEL

1.4.1 If at any time any of the personnel employed by the Construction Manager on the Project are reasonably deemed unsatisfactory by the District and the District requests that they be replaced, Construction Manager shall, within a reasonable time, replace such personnel without additional cost to the District.

1.4.2 Construction Manager agrees to provide the personnel set forth in the schedule attached to Exhibit "B". Changes made to Construction Manager's staff shall be made only with the prior written consent of the District.

1.4.3 Any proposed staff changes shall only be considered after resumes are submitted for District review and the District is given the opportunity to interview the suggested personnel. District retains the right to reject newly proposed personnel based on qualifications or other relevant criteria.

## **ARTICLE 2 DISTRICT'S RESPONSIBILITIES**

### 2.1 PROJECT INFORMATION

2.1.1 The District shall provide full and complete information regarding the requirements of the Project, which shall set forth the District's objectives, constraints and criteria.

2.2 BUDGET

2.2.1 The District shall provide a budget for the Project with the assistance of the Construction Manager and Architect.

2.3 DISTRICT'S REPRESENTATIVE

2.3.1 The District shall designate a representative ("District's Representative") to act on the District's behalf with respect to the Project. The authorized Representative shall render decisions promptly to avoid unreasonable delay in the progress of the Construction Manager's services and shall expeditiously process contractor payment applications and change order documentation and shall make all required payments in a timely manner.

2.3.2 In addition, the District shall promptly and properly file Notice(s) of Completion upon written recommendation by Architect and Construction Manager for the Project or designated portion(s) thereof.

2.4 TESTS, INSPECTION AND REPORTS

2.4.1 The District shall furnish tests, inspections and reports as required by law or the Contract and Construction Documents.

2.5 DISTRICT'S EXPENSE

2.5.1 The services, information and reports required by Articles 2.1 through 2.4, inclusive, shall be furnished at the District's expense.

2.6 NONCONFORMING WORK

2.6.1 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the contract documents, the District shall give prompt notice thereof to the Construction Manager.

2.7 DISTRICT'S RIGHT TO PERFORM WORK

2.7.1 The District reserves the right to perform work related to the Project with the District's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement.

2.7.2 The Construction Manager shall notify the District if any such independent action will in any way compromise the Construction Manager's ability to meet the Construction Manager's responsibilities under this Agreement.

**ARTICLE 3  
CONSTRUCTION MANAGER'S COMPENSATION**

3.1 FEE

3.1.1 The District agrees to pay the Construction Manager for performance of all Construction Management services contemplated under the terms of the Agreement, a fee for services as calculated and set forth in Exhibit “A”.

### 3.2 GENERAL CONDITIONS AND FIELD PERSONNEL

3.2.1 The District shall pay, in addition to Construction Manager’s fee, an additional amount as reimbursement for General Conditions and Field Personnel costs as set forth in Exhibit “B”.

### 3.3 REDUCTION IN BASIC SERVICES

3.3.1 The District may reduce, for its convenience, the Basic Services to be provided by the Construction Manager at any time during the contract period. Should a reduction in General Conditions and fee based personnel be requested by the District also include a requested reduction in the Construction Manager’s on-site personnel, the Construction Manager shall be allowed a maximum of 60 days to reassign personnel.

3.3.2 The Construction Manager’s fee shall be reduced for any reduction in the on-site term of any personnel pursuant to Exhibit “B”.

### 3.4 COMPENSATION FOR ADDITIONAL SERVICES

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

3.4.2 Compensation for any Additional Services authorized by the District in writing during the planned duration of services shall be made on the basis of:

- (a) Personnel Services: Cost rates contained in the Schedule of Personnel. This sum represents both direct reimbursement of Field Personnel costs and fees for Construction Manager.
- (b) Materials and/or outside services at cost.
- (c) Miscellaneous approved Reimbursable Expenses at cost.

### 3.5 REIMBURSABLE EXPENSES

3.5.1 “Reimbursable Expenses” include any authorized expense incurred by the Construction Manager and Construction Manager’s employees and consultants in the interest of the Project which are outside the scope of Construction Manager’s Basic Services, as identified within Exhibit “A” or its General Conditions and Field Personnel as identified with Exhibit “B”, which expenses include, but not by way of limitation:

- 3.5.1.1 Expenses in connection with authorized out of town travel;

- 3.5.1.3 Fees paid for securing approval of authorities having jurisdiction over the Project when District requests Construction Manager to pay for such costs on behalf of the District.
- 3.5.1.5 Expense of reproductions, postage and expressage related to submittals and shop drawings and handling of drawings, specifications and other documents.
- 3.5.2 Payment for Reimbursable Expenses shall be on the basis of cost plus ten percent.
- 3.5.3 Payment for Reimbursable Expenses shall be made monthly, on the basis of Construction Manager's submittal of an appropriate invoice with accompanying cost documentation. Reimbursable expenses shall be invoiced separately from Basic or Additional Services.

**ARTICLE 4  
PAYMENT SCHEDULE**

**4.1 THE FEE FOR BASIC SERVICES AND GENERAL CONDITIONS**

The fee for Basic Services set forth in Article 3 shall be paid monthly, in arrears, as follows:

- 4.1.1 Payment for Basic Services, unless otherwise agreed to in writing, shall be made monthly in an amount equal to the total of all documented costs incurred by the Construction Manager in accordance with Exhibits "A" and "B".
- 4.1.2 Payment for General Conditions costs, unless otherwise agreed to in writing, shall be made monthly in an amount equal to the total of all documented costs incurred by the Construction Manager for items identified as General Conditions and Field Personnel within Exhibit "B", subject to any limitation of General Conditions costs identified therein.
- 4.1.3 Payment for authorized Additional Services shall be made monthly, on such basis as shall be specified within the agreement authorizing such services.
- 4.1.4 All payments called for within Articles 4.1.1 through 4.1.3, above, shall be made to Construction Manager within 30 days of Construction Manager's submittal of a properly prepared and approved invoice or application for payment.
- 4.1.5 In the event that the District disputes any charge or cost contained within Construction Manager's invoice or application for payment, the amount then due Construction Manager shall be reduced by no more than 150% of the sum in dispute and the balance timely paid.
- 4.1.6 If the District reduces any invoice or application for payment submitted by Construction Manager, the District shall, within not more than 15 days of the District's receipt of the invoice or application for payment, inform Construction Manager, in writing, of the amount and reason for such reduction. Within not more than 10 days of receipt of such notice, Construction Manager shall prepare and submit, to the District, any requested explanation or justification of the amounts in dispute. The District shall, within not more than 10 days of the District's receipt of Construction Manager's explanation or justification, either pay the disputed amount or provide Construction Manager with a written explanation of the District's continuing objection. Construction Manager and the District agree to seek, in good faith, a timely and equitable resolution of any disputed amounts.

4.1.7 So long as District is not in default in making payment of undisputed funds to Construction Manager, notwithstanding any claim, dispute or other disagreement between the Construction Manager and the District arising out the Project or this Agreement, pending resolution of the same in accordance with the Agreement, the Construction Manager shall continue to diligently provide and perform hereunder pending a subsequent resolution of such claims, dispute, or other disagreement.

## 4.2 PROJECT SCHEDULE

4.2.1 Time Schedule. The services to be provided under this Agreement shall be completed in accordance with the schedule attached hereto as Exhibit "C".

4.2.2 At the time the Construction Manager's work commences, a date for completion of the Project shall also be established.

4.2.3 The date of completion of the Project or a designated portion thereof is the date when construction is complete to the level that all contractual work is complete in the opinion of the Architect, Construction Manager and Project Inspector. Construction Manager shall endeavor to secure warranties called for by this Agreement or by the plan and specifications from Contractor which shall commence on the Date of Completion of the Project or designated portion thereof.

4.2.4 If the Construction Manager is delayed at any time in the progress of the Project by any act or neglect of the District or the Architect or by any employee of either, or by any separate contractor employed by the District, or by changes ordered in the project, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties or any causes beyond the Construction Manager's control, or by any delay authorized or caused by the District, the above time schedules shall be extended by change order for a reasonable length of time as set forth in Article 1.4.2.

## **ARTICLE 5 TERMINATION, ABANDONMENT OR SUSPENSION OF WORK**

### 5.1 TERMINATION OF CONSTRUCTION MANAGER SERVICES FOR CAUSE

The District may give seven (7) days written notice to Construction Manager of District's intent to terminate the Construction Manager's services under this Agreement for failure to satisfactorily perform or provide prompt, efficient or thorough service or Construction Manager's failure to complete its services or otherwise comply with the terms of this Agreement. If after the expiration of such seven (7) days, Construction Manager fails to cure the performance as set forth in the District's notice of intent to terminate the Construction Manager's services, District may issue a notice of termination. At that time, Construction Manager's services shall be terminated as set forth in District's notice. In the event of termination due to a breach of this Agreement by Construction Manager, the compensation due Construction Manager upon termination shall be reduced by the amount of damages and liquidated damages sustained by District due to such breach.

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 5.3 below, and Construction Manager 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 Construction Manager.

## 5.2 ABANDONMENT/ SUSPENSION OF PROJECT

5.2.1 The District has the absolute discretion to suspend or abandon all or any portion of the work on a Project and may do so upon fourteen (14) days written notice to the Construction Manager. Upon notice of suspension or abandonment, Construction Manager shall immediately discontinue any further action on the Project. If the entire work to be performed on a Project is abandoned, the parties shall each be relieved of the remaining executory obligations of the Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment. In the event the District abandons or suspends the work on the Project, there shall be due and payable within thirty (30) days following such abandonment or suspension compensation for all approved services performed and all approved expenses incurred pursuant to 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 Construction Manager for approved extra services.

5.2.2 If the Project is resumed after being suspended for more than three (3) months, the Construction Manager's compensation shall be resumed in a similar manner (prorated portion of lump sum agreement, based upon time remaining). Any services provided by the Construction Manager at the request of the District during the period of suspension shall be subject to equitable compensation, which compensation shall not be applied against any fixed limits of fee or costs provided for within this Agreement.

5.2.3 If the Project is suspended in whole or in part for more than three (3) months and, if no arrangement is made between the District and the Construction Manager to retain specific staff during the period of suspension, reassignment of any or all of the personnel assigned to the Project to other projects may occur. In the event that the suspended Project is then resumed, the Construction Manager shall re-staff the Project to the same level as at the time of suspension (provided that the scope of remaining work shall not have been reduced) and shall make a good faith effort to use as many of the original personnel as is practical. Where individuals assigned to the Project at the time of suspension are not reasonably available at the time of resumption, the Construction Manager shall assign other personnel of similar skill and experience as approved by the District.

5.2.4 If construction of the Project has started and is stopped for a material period of time by reason or circumstances not the fault of the Construction Manager, the District shall pay the Construction Manager's General Conditions and Field Personnel costs for the first 30 days of stoppage up to, but not to exceed, the level of such costs for the 30 day period immediately preceding the stoppage.

5.2.5 The Construction Manager shall reduce the size of the Project-site staff after thirty (30) days' delay or sooner if feasible, for the remainder of the delay period. The District shall reimburse the Construction Manager only for the actual costs of such reduced staff and extended General Conditions during such delay up to a maximum of 90 days delay. If such delay shall exceed 90 days in duration, any Project-site staff and General Conditions remaining on the Project at the District's request shall constitute Additional Services and shall be compensable on that basis through the end of any stoppage period. Upon termination of the stoppage, the Construction Manager shall return or provide the necessary Project site-staff as soon as practicable and no further compensation shall be paid for the delay.

## 5.3 TERMINATION FOR CONVENIENCE (WITHOUT CAUSE)



District shall also have the right in its absolute discretion, without cause, to terminate this Agreement in the event the District is not satisfied with the working relationship with Construction Manager following fourteen (14) days prior written notice from District to Construction Manager. In the event that District chooses to terminate this Agreement for convenience, without cause, Construction Manager shall be compensated for all approved services performed and all approved expenses incurred pursuant to this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the termination for convenience plus any sums due the Construction Manager for approved extra services. In addition to the compensation described above, the Construction Manager will receive a payment equal the payment of: (1) 3% of the Basic Services Fees incurred to date if less than 50% of the Basic Services Fees have been paid; or (2) 3% of the remaining Basic Services Fees if more than 50% of the Basic Services Fees have been paid. This payment is agreed to compensate Construction Manager for any damages resulting from early termination and is consideration for entry into this termination for convenience clause.

#### 5.4 CONTINUANCE OF WORK

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, Construction Manager agrees to continue the work diligently to completion. If the dispute is not resolved, Construction Manager agrees it shall neither rescind the Agreement nor stop the progress of the work, but Construction Manager'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.

#### 5.5 DELIVERY OF DOCUMENTS

Upon any termination, abandonment or suspension, Construction Manager shall deliver to District all documents, files, reports, etc. (regardless of medium or format) related to the Project within ten (10) days of such termination, abandonment or suspension. Failure to comply with this requirement shall be deemed a material breach of this Agreement.

### **ARTICLE 6 INDEMNIFICATION**

#### 6.1 DUTY TO DEFEND, INDEMNIFY AND HOLD HARMLESS

To the fullest extent permitted by law, Construction Manager agrees to indemnify, defend and hold District entirely harmless from all liability arising out of:

6.1.1 Workers Compensation and Employers Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Construction Manager's employees or Construction Manager's sub-consultant's employees arising out of Construction Manager's work under this Agreement. The Construction Manager, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on 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, and;

6.1.2 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 District, or any person, firm or corporation employed by the Construction Manager or the District upon or in connection with this Agreement or 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. The Construction Manager, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on 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; and

6.1.3 Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Construction Manager, or any person, firm or corporation employed by the Construction Manager, 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 Construction Management Services, including injury or damage either on or off District property ; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the District.

6.1.4 The indemnity requirements described in this Article 6 is intended to apply during the period of Construction Manager’s performance under this Agreement and shall survive the expiration or termination of this Agreement.

**ARTICLE 7  
SUCCESSORS AND ASSIGNS**

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that the Construction Manager shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment without such consent shall be invalid.

**ARTICLE 8  
APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of California and any policies/regulations adopted thereunder (“Applicable Law”). To the extent that there is any inconsistency between this Agreement and the Applicable Law, or this Agreement omits any requirement of the Applicable Law, the language of the Applicable Law, in effect on the date of the execution of this Agreement, shall prevail.

**ARTICLE 9  
CONSTRUCTION MANAGER NOT OFFICER OR EMPLOYEE OF DISTRICT**

While engaged in carrying out and complying with the terms and conditions of this Agreement, the Construction Manager is an independent contractor and not an officer or employee of the District.

**ARTICLE 10  
INSURANCE**

10.1 INSURANCE PROVIDED BY CONSTRUCTION MANAGER

The Construction Manager shall purchase and maintain insurance for not less than the following limits or greater if required by law:

10.1.1 The Construction Manager 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 Construction Manager and District from claims which may arise out of or result from Construction Manager's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

10.1.2 The Construction Manager shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California in an amount not less than One Million Dollars (\$1,000,000).

10.1.3 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:

- (a) Owned, non-owned and hired vehicles;
- (b) Blanket contractual;
- (c) Broad form property damage
- (d) Products/completed operations; and
- (e) Personal injury.

10.1.4 Professional liability insurance, including contractual liability, with limits of \$1,000,000, per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least three (3) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation.

10.1.5 Each policy of insurance required in Article 10.1.3 above shall name the District and its officers, agents and employees as an additional insured; shall state that, with respect to the operations of Construction Manager hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that no less than thirty (30) days' written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Construction Manager shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Construction Manager shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Construction Manager 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 an for the account of Construction Manager, and in such event Construction Manager shall reimburse District upon demand for the costs thereof.

10.2 INSURANCE PROVIDED BY DISTRICT

10.2.1 The District shall provide and maintain standard fire, flood and "All Risk" Insurance including "XCU" coverage up to the full insurable value of the Project. Policies providing such coverage shall contain

a provision that coverages afforded under the policies will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Construction Manager.

10.2.2 Certificates of Insurance and Endorsements showing such coverages to be in force throughout construction of the work shall be filed with the Construction Manager prior to commencement of construction activities.

### 10.3 INSURANCE POLICY INCLUSIONS

10.3.1 The foregoing policies to be carried by the Construction Manager shall contain a provision that coverages afforded under the policies will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the District.

10.3.2 Certificates of Insurance and Additional Insured Endorsements showing such coverages to be in force throughout construction of the work shall be filed with the District prior to commencement of the work.

### 10.4 WAIVERS OF SUBROGATION

10.4.1 The District and Construction Manager waive all rights against each other and against the Contractors, Architect, consultants, agents and employees of any of them, for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance.

10.4.2 The District and Construction Manager each shall require similar waivers from their Contractors, Architect, consultants, agents, and persons or entities awarded separate contracts administered under the District's own forces.

## **ARTICLE 11 ENTIRE AGREEMENT**

This Agreement and the attached Exhibits "A" and "B" represent the entire Agreement and understanding of the parties concerning the subject matter hereof; this Agreement replaces and supersedes prior negotiations or Agreements between the parties concerning the subject matter hereof. This Agreement may be amended or modified only by a written instrument duly executed by the parties. 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.

## **ARTICLE 12 OWNERSHIP OF DOCUMENTS**

All documents, files, reports, estimates, etc. (regardless of format or medium) prepared or compiled by the Construction Manager related to the Project shall be, and remain the property of the District.

## **ARTICLE 13 LIQUIDATED DAMAGES**

### 13.1 ASSESSMENT OF LIQUIDATED DAMAGES

13.1.1 If the work is not completed within the time specified in Exhibit "B" to this Agreement plus applicable extensions of time, it is understood that the District will suffer damages. The Construction Manager and District hereby agree that the exact amount of damages for failure to complete the work within the time specified is extremely difficult or impossible to determine. Construction Manager shall be assessed the sum of Three Hundred dollars (\$300.00) per day as liquidated damages for each and every day the work required under this Agreement remains unfinished past the time for completion, as set forth in the Agreement, and any extensions of time granted by the DISTRICT under the terms of the contract documents.

13.2 FAULT OF CONSTRUCTION MANAGER

13.2.1 Construction Manager shall not be charged for liquidated damages, as set forth above, because of any delays in completion of work which are not the fault or negligence of Construction Manager, including but not restricted to: acts of God, acts of public enemy, acts of Government, fires, floods, epidemics and quarantine restrictions.

13.2.2 Construction Manager shall absorb its own cost of providing Basic Construction Services during any schedule extension, if said extension is caused by Construction Manager, and only to the extent that the schedule extension is caused by Construction Manager. The Construction Manager under no circumstances will be liable for any damages for delay other than as set forth herein unless determined otherwise by a court of law.

13.3 COMPLETION DATES

Notwithstanding anything to the contrary herein, completion dates will be mutually agreed upon in writing during the Project Schedule as documents become available and such agreement will become a part of this Agreement.

13.4 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

The Construction Manager and District expressly waive and release all claims against each other for any and all indirect or consequential damages arising out of or relating to this Agreement.

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

CONSTRUCTION MANAGER:

DISTRICT:

C.W. Driver LLC

Riverside Community College District

By: \_\_\_\_\_  
David Amundson  
Project Executive  
2 Technology Drive, Suite 100  
Irvine, CA 92618

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

# **EXHIBIT “A”**

## **CONSTRUCTION MANAGER’S SERVICES**

To Be Provided Under

### **CONSTRUCTION MANAGEMENT AGREEMENT**

Between

**RIVERSDIE COMMUNITY COLLEGE DISTRICT**

and

Dated: \_\_\_\_\_, 20\_\_

The Construction Manager shall provide all of the services set forth herein and necessary to complete the Project. The scope of services in this Exhibit “A” and the scope of services set forth in the Construction Manager’s Agreement shall be described as the “Basic Services.”

#### **1. CONSTRUCTION MANAGER’S SERVICES**

1.1 Construction Manager shall provide sufficient home office organization and support, personnel and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the interests of the District.

1.2 Construction Manager shall prepare and periodically update a Project Schedule for the Architect’s review and the District’s acceptance. Construction Manager shall obtain the Architect’s approval for the portion of the preliminary Project Schedule relating to the performance of the Architect’s services. In the Project Schedule, Construction Manager shall coordinate and integrate Construction Manager’s services, the Architect’s services and the District’s responsibilities with anticipated construction schedules, highlighting critical and long-lead-time items.

1.3 Construction Manager shall consult with the District and Architect regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules. Construction Manager shall review the contract document submissions and provide written comments on the coordination of the various disciplines, including civil, structural, architectural, mechanical, electrical, plumbing and landscape.

1.4 Construction Manager shall provide recommendations and information to the District and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

1.5 If applicable, Construction Manager shall assist the District in developing and implementing a plan for temporary housing of students and staff.

1.6 Construction Manager shall provide recommendations and information to the District regarding the allocation of responsibilities for safety programs among the Contractors.

1.7 Construction Manager shall advise on the division of the Project into individual Contracts for various components of work. If multiple contracts are to be awarded, Construction Manager shall review the Construction Documents and make recommendations as required to provide that (1) the work of the Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate Contract(s), (3) there are no gaps, overlaps or missing scope in the work assigned to various Contract(s), and (4) proper coordination has been provided for phased construction.

1.8 Provide senior management support for all tasks.

## **2. PRE-CONSTRUCTION PHASE**

2.1 Provide review and comments on the program scope and budget.

2.2 Construction Manager shall develop in conjunction with the District and the Architect, procedures to facilitate and expedite communications among the Contractor, the Architect, the District, Construction Manager, and the test/inspection services relating to the submittal, review, and response to documents provided to Construction Manager, including: correspondence, memoranda, Requests for Information/Requests for Clarification, Field Bulletins/Field Clarifications, Construction Change Documents, District or Architect Field Directives, Submittals, Change Order Requests/Proposal Requests/Change Estimate Requests, Change Orders and similar items.

2.3 Review the District's program of requirements, schedule goals and existing budget data. Produce initial representative estimates of the value of the proposed improvements for several buildings under current market conditions, based upon available program and design documentation. Where Construction Manager's initial estimate indicates that projected costs may be at variance with the District's budgetary goals, Construction Manager shall present such issues to the District and Architect in writing, along with any readily apparent alternatives which may be identified. Construction Manager shall cooperate with the District and Architect in identifying and implementing additional potential cost adjustment measures which might be employed in order to reach budgetary goals.

2.4 Construction Manager shall prepare a Project Schedule providing for the components of the work, including phasing of construction, times of commencement and completion required of each Contractor, and the occupancy requirements of the District. Construction Manager shall provide the current Project Schedule to be included in the bidding documents.

2.5 Construction Manager shall assist the District in the preparation of construction contracts. Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. Construction Manager shall prepare and promptly distribute minutes to the District, Architect and Contractors. Construction Manager shall provide observation and administration of the Contracts for Construction in cooperation with the Architect as set forth below and in the General Conditions. All contracts between the District and Contractors shall be in a form acceptable to Construction Manager and shall also include broad form indemnity and insurance clauses in favor of and protecting the District and Construction Manager in a form acceptable to Construction Manager. Such insurance clauses shall include, without limitation, provisions naming the District and Construction Manager as additional insureds, showing insurer's prior written notice of non-renewal or modification to the foregoing, and

evidence of all such obligations being evidenced on insurer's insurance certificates provided to the District and Construction Manager throughout the term of the Project until final completion.

2.6 Construction Manager shall assist the District in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Contractors. Construction Manager shall verify that the District has paid applicable fees and assessments. Construction Manager shall assist the District and Architect in connection with the District's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

2.7 Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments.

2.8 Construction Manager shall provide a Construction Cost Estimate, in cost model format, based upon Architect's delivery of complete Construction Documents depicting a work scope which represents at least 60% of the likely total of all apportionments and the local share for the Project to confirm compliance with DSA requirements for review and approval and with the District's budget goals. Should significant variance be detected between projected cost and such criteria, Construction Manager shall inform the District and the Architect in writing and shall coordinate necessary working sessions between the District, Architect and Construction Manager to identify measures to be taken to bring the Project and documents within budget and scope parameters. At the conclusion of such sessions, Construction Manager, in conjunction with the District, shall request commitments from the Architect(s) for design or documentation adjustments to the documents, in an effort to meet the District's specified criteria.

2.9 Construction Manager shall provide a Construction Cost Estimate, in cost model format, based upon Architect's delivery of 50% and 90% complete Construction Documents and updated prior to bid depicting the full scope of intended improvements, to confirm compliance with cost management measures agreed to throughout design phase and to ensure compliance with the District's budget goals. Should significant variance be detected between projected cost and such goals, Construction Manager shall so inform the District and the Architect in writing and shall coordinate necessary working sessions between the District, Architect and Construction Manager to identify measures to be taken to bring the Project back within budgetary limits. At the conclusion of such sessions, Construction Manager, in conjunction with the District, shall request commitments from the Architect for design adjustments to the documents in an effort to maintain the Project budget.

2.10 In collaboration with the District and the Project Architect, Construction Manager shall prepare a draft Construction Management Plan for the Project. This plan shall reflect the construction delivery method, the time frame for construction, and the attendant design efforts required. In preparation for this Construction Management Plan, Construction Manager shall evaluate the local construction market and the District's schedule and budgetary goals for the Project, and make recommendations to the District regarding the recommended strategy for purchasing, construction, the approach to bid packaging the work and a proposed Master Project Schedule. Upon approval by the District of the Construction Management Plan, Construction Manager shall prepare the Construction Management Plan in final form.

### **3. CONSTRUCTION COST**

#### **3.1 RESPONSIBILITY FOR CONSTRUCTION COST**

3.1.1 Evaluations of the District's Project budget and Construction Cost Estimates prepared by Construction Manager represent Construction Manager's best judgment as a person or entity



familiar with the construction industry. It is recognized, however, that neither Construction Manager nor the District has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the District, or from any evaluation prepared by Construction Manager. The Construction Manager shall coordinate with the District to agree on what costs are included to define "Construction Cost" for the Project.

3.1.2 If the Bidding or Negotiation Phase has not commenced within 90 days after approval of the Construction Documents from DSA, any Project budget shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which bids/ proposals are sought.

3.2 Provide recommendations regarding constructability and value engineering:

3.2.1 Following delivery of Architect's 50% and 90% complete Construction Documents for the full scope of intended improvements for the Project, and prior to bid(s), Construction Manager shall conduct a constructability review and value engineering of the plans and specifications and provide input to the District and the Architect relative to sequencing of construction (phases), means and methods, and duration of construction for various building methods and constructability.

3.2.2 The intent of review is to eliminate gaps, overlaps and omissions, and provide information to the Architect that will eliminate or greatly reduce issues that might otherwise result in additional cost or delay during the course of construction.

#### **4. CONSTRUCTABILITY REVIEW/VALUE ENGINEERING REVIEW**

4.1 Construction Manager shall perform a constructability review/value engineering review of plans at 90% complete Construction Documents using Redicheck or an equivalent acceptable checklist review technique acceptable to the District. This review shall include:

4.1.1 Senior Construction Manager analysis and overlay coordination of each major system of the building(s) including electrical, mechanical, civil, structural, kitchen, theater, acoustic, technology and landscape architecture.

4.1.2 Preparation of checklists as defined by the Redicheck methodology or equivalent technique acceptable to the District.

4.1.3 Construction Manager shall perform a systems analysis/value engineering review of each major building system utilizing a senior Construction Manager.

4.2 The constructability review/ value engineering review shall be performed independently by a senior Construction Manager from Construction Manager's office. The senior Construction Manager must be familiar with the project type represented by this Agreement.

4.3 At the completion of Construction Manager's constructability review/value engineering review and systems review/value engineering review, Construction Manager shall prepare a report documenting the findings resulting from the senior Construction Manager's review. Construction Manager shall also include

as an addendum to this report, the senior Construction Manager's red-marked corrections to the construction documents and project specifications and Redicheck documents. This document shall also be available for the District's review at Construction Manager's place of business.

4.4 Construction Manager shall assist the Architect in confirming all agreed upon constructability review/ value engineering changes and comments are incorporated into the Construction Documents before they are issued to bidders.

4.5 If applicable, Construction Manager shall produce phase schedules for each of the component projects within the Program and a Master Schedule for the Program as a whole. These schedules shall contain key milestones to be accomplished by the Project Team including the Architects and Consultants.

4.6 Assist the District in the selection of professional services for inspection, testing, hazardous materials removal, etc..

## **5. FUNDING PHASE**

The Construction Manager shall assist the District with the preparation and submittal of any documents necessary for obtaining and utilizing funding from the Chancellor's Office. The Construction Manager shall assist the District in identifying, obtaining and utilizing funding from grants and any other alternative funding sources available to the District for the Project. Construction Manager shall provide the District with recommendations on available funding that can be obtained by the District for the Project.

## **6. PRE-QUALIFICATION OF CONTRACTORS/ SUBCONTRACTORS**

6.1 Construction Manager shall assist the District and Architect in prequalification (if required by the District), the bid opening, evaluation of the bids for completeness, full responsiveness and price, including alternate prices and unit prices.

6.2 Construction Manager shall assist the District and its legal counsel in preparing prequalification documents as required under Public Contract Code section 20651.5.

6.3 Construction Manager shall establish bidder prequalification procedures in compliance with the applicable statute, evaluate all prequalification documents submitted, make recommendations to the District on which contractors and/or subcontractors are deemed prequalified and issue notices to contractors and/or subcontractors regarding their prequalification status.

## **7. BIDDING PHASE**

7.1 Construction Manager shall assist the District and its legal counsel in preparing the bid documents and general conditions for the Project, including, but not limited to, the bid advertisement, notice inviting bids, notice of intent to award and notice of award.

7.2 Construction Manager shall assist the District in evaluating the bid results and prior to the award of Contracts.

7.3 Construction Manager shall develop bidders' interest in the Project and establish bidding procedures and schedules. Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. Construction Manager

shall assist the Architect with regard to responses to requests for information or clarification from bidders and with the issuance of addenda.

7.4 Construction Manager shall assist the District and its legal counsel in evaluating bid protests and making recommendations on whether any bid protests have merit.

7.4 Construction Manager shall prepare bid analyses and make recommendations to the District for the District's award of Contracts or rejection of bids.

## **8. CONSTRUCTION PHASE**

8.1 Construction Manager shall Manage and administer related services as required to coordinate the work of the contractor.

8.2 Construction Manager shall assist in the administration of the construction Contract(s) as provided in the General Conditions of the Contract(s) for construction.

8.3 Construction Manager shall review the procedures for submittals, shop drawings, substitution requests, product samples, change orders, payment requests and other procedures and review logs, files, and other necessary documentation in order to provide an orderly and effective system for such administration.

8.4 Construction Observation. Construction Manager shall, using experienced personnel, observe the progress of the work. Construction Manager shall notify the District in writing of observations made by Construction Manager of work installed by the Contractor which does not appear to be in conformity with Contract Documents, and, after concurrence by the Architect, shall make recommendations to the District for measures to enforce compliance with the requirements of the Contract Documents.

8.5 Based on the schedule prepared by the Contractor, Construction Manager shall assist in preparing a Project Schedule for the Project, providing for the components of the work, including phasing of construction, times of commencement and completion, phasing, and the occupancy requirements of the District.

8.6 Construction Manager shall endeavor to obtain satisfactory performance from the Contractor(s). Construction Manager shall recommend courses of action to the District when requirements of the Contract Documents are not being fulfilled. Construction Manager shall monitor the approved estimate of Construction Cost.

8.7 Coordination of Technical Inspection and Testing. Construction Manager shall coordinate with the District's Project Inspector all testing required by the Architect or other third parties. All inspection reports will be provided to Construction Manager on a regular basis.

8.8 Attend the pre-construction and construction progress meetings.

8.8.1 Pre-Construction Conferences. Upon award of contracts, Construction Manager shall assist, in conjunction with the District and the Architect, in pre-construction orientation conferences for the benefit of the successful Contractor(s) and will serve to orient the Contractor(s) to the various reporting procedures and site rules prior to the commencement of actual construction.

8.8.2 Job Site Meetings. Construction Manager shall assist in regular jobsite progress meetings with the Contractor and keep meeting minutes.

8.9 Regularly monitor the construction budgets and schedules:

8.9.1 Project Schedule. Construction Manager shall continue to review the Project Schedule.

8.9.2 If requested by the District, Construction Manager shall assist the Contractor in preparing a recovery schedule. This recovery schedule shall reflect the corrective action and extraordinary efforts to be undertaken by the Contractor to recapture lost time. This recovery schedule shall be distributed to the Construction Manager, the District, the Architect and other appropriate parties by the Contractor.

8.9.3 Construction Progress Review. Construction Manager shall review the progress of construction with each Contractor, observe work in place and that materials are properly stored on a monthly basis and evaluate the percentage complete of each construction activity as indicated in the Project Schedule.

8.9.3.1 Construction Manager shall record the progress of the Project on a monthly basis or more frequently if requested by the District. Construction Manager shall document and submit written progress reports to the District and Architect including information on the Contractor and the Contractor's work on the Project, showing percentages of completion. Construction Manager shall keep a daily log containing a record of weather, each Contractor's work on the site, number of workers, identification of equipment, work accomplished, problems encountered, and other similar relevant data as the District may require.

8.9.3.2 Utilizing the schedules provided by the Contractors, Construction Manager shall update the Project Schedule incorporating the activities of the Contractor on the Project, including activity sequences and durations. The Project Schedule shall include the District's occupancy requirements showing portions of the Project having occupancy priority. Construction Manager shall update and reissue the Project Schedule as required to show current conditions. If an update indicates that the previously approved Project Schedule may not be met, Construction Manager shall recommend corrective action to the District and Architect.

8.9.3.3 As part of the monthly reporting process, Construction Manager shall provide the District with updated budget and cost tracking, to include the impact of all proposed and executed change orders.

8.9.3.4 Construction Manager shall keep regular meeting minutes.

8.10 Project Inspection Card Process.

8.10.1 The Construction Manager shall establish a procedure to verify that the Architect, Architect's consultants, Project Inspector, Laboratory of Record and Contractor are performing services in compliance with the "Construction Oversight Process Procedure" required by the California Code of Regulations, Title 24 and as further described in DSA's PR 13-01, PR 13-02 and any other related documents and subsequent updates to such documents. As part of the

procedure established under this Section, Construction Manager must be able to verify that all verified reports are being submitted to the DSA by the responsible parties in a timely manner. As part of the monthly reporting process, Construction Manager shall notify the District when the Architect, Architect's consultants, Project Inspector, Laboratory of Record or Contractor have failed to comply with the Construction Oversight Process Procedure and must inform the District of the impact such failure will have upon the Project and the Project Schedule.

8.10.2 The Construction Manager shall review the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103) for the Project prior to the commencement of any work on the Project in order to become familiar with the all testing and inspections that are required for the completion of the Project.

8.10.3 The Construction Manager shall meet with the Architect, Project Inspector, District, Contractor, Laboratory of Record and Special Inspectors as needed throughout the construction and completion of the Project to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

8.10.4 The Construction Manager shall coordinate with the Contractor to ensure timely requests for inspections are made and that the requirements related to the DSA's Inspection Card Process and Form DSA 152 are being met for the Project. The Construction Manager shall notify the District, in writing, when delays or impacts to the Project Schedule are being caused by a party not complying with DSA's Inspection Card requirements and Form DSA 152.

8.10.5 After the Project has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") prepared by the Architect in conjunction with the Construction Manager. The Construction Manager shall review all CCD's related to the Project to determine which changes affect the Structural, Access or Fire & Life Safety (collectively "SAFLS") portions of the Project and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). The Construction Manager shall verify that all CCD-Category A's are submitted to the DSA by the Architect with all supporting documentation and data and that such CCD's are approved by the DSA before work commences on the Project related to such CCD's. The Construction Manager shall verify that the District has reviewed and approved of all CCD-Category A's before they are submitted to the DSA by the Architect for review and approval. All other changes to the DSA approved Construction Documents not involving SAFLS portions of the Project are not require to be submitted to the DSA unless the DSA specifically requires such changes to be submitted to the DSA in the form of a written CCD-Category B (Form DSA 140) inclusive of all supporting documentation and data. The Construction Manager shall verify that all CCD-Category B's are submitted to the DSA by the Architect with all supporting documentation and data and that such CCD's are approved by the DSA before work commences on the Project related to such CCD's. Changes that are not determined by the Architect and/or DSA to require documentation through an approved CCD-Category A or CCD-Category B shall be documented by the Architect and Construction Manager through an alternative CCD form or other document approved by the District.

8.10.6 Interim and Final Verified Reports. The Construction Manager shall coordinate with the Project Inspector, Architect, the Architect's consultants, Special Inspector(s), Laboratory of Record and any other engineers on the Project to verify that all verified reports are timely submitted to the DSA and the District throughout the completion of the Project and prior to the Project Inspector's approval and sign off of any of the following sections on all the Project Inspection Cards (Form

DSA 152) required for the construction of the Project: (1) Initial Site Work; (2) Foundation; (3) Vertical Framing; (4) Horizontal Framing; (5) Appurtenances; (6) Non-Building Site Structures; (7) Finish Site Work; (8) Other Work; or (9) Final.

8.11 Assist in the resolution of Requests for Information:

8.11.1 Throughout the Construction Phase, Construction Manager shall review communications related to Contractor's Requests for Information and shall seek resolution for the appropriate party, providing for timely forwarding of such information to the Contractor.

8.11.2 Construction Manager shall transmit to the Architect requests for interpretations of the meaning and intent of the plans and specifications, and assist in the resolution of questions that may arise.

8.12 Review and recommend, in conjunction with the Architect, any necessary or desirable changes to any contract documents and submit same to the District:

8.12.1 Change Order Requests/ Proposals. Construction Manager shall evaluate Contractors' change order requests/ proposals and make a formal recommendation to the District regarding acceptance of the proposals for change orders.

8.12.2 Change Order Reports. Construction Manager shall prepare and distribute change order reports, on a monthly basis, throughout the Construction Phase. These reports shall provide information pertaining to proposed and executed change orders and their effect upon the contract price as of the date of the report.

8.12.2.1 Construction Manager shall review requests for changes, assist in negotiating Contractors proposals for changes in cost and/or time, submit recommendations to the Architect and the District and, if they are accepted, review change orders and Construction Change Documents prepared by the Architect which incorporate the Architect's modifications to the Construction Documents.

8.12.2.2 Construction Manager shall assist the Architect in the review and, evaluation of claims and make recommendations to the District regarding settlement of claims and assist the District in mitigating claims.

8.13 Construction Manager shall receive, review for proper limits of coverage and existence of insurance coverage and make recommendations regarding certificates of insurance and any required bonds from the contractors and forward them to the District with a copy to the Architect.

8.14 Review and approve Contractors' certificates for payment in conjunction with the Architect and Project Inspector.

8.14.1 Construction Manager shall review and make recommendations pertaining to monthly payments to the Contractor. This activity will be an integral part of the monthly progress report updates.

8.14.2 Construction Manager shall develop cash flow reports and forecasts for the Project and advise the District and Architect as to variances between actual and budgeted or estimated costs.

8.15 Maintain a copy set of Contract Documents, plans, specifications, addenda, contracts, change orders, shop drawings/submittals, correspondence, and other records, as required.

8.16 If requested, review certified payroll records submitted for the Project. Construction Manager shall also assist the District or its consultant in initiating and enforcing the District's Labor Compliance Program (if applicable), or assisting the District with complying with the Department of Industrial Relations' Compliance Monitoring Unit requirements.

8.17 Ensure that any applicable storm water pollution prevention plan requirements for the Project are incorporated into the Contract Documents and monitor compliance and maintenance by the Contractor.

8.18 If required by the Contract Documents, the Construction Manager shall confirm all waivers and releases are provided by the Contractor and all subcontractors before progress payments and final payment is made to the Contractor.

8.19 Assist in closeout, including preparation and supervision of and coordination with Architect on punch lists and evaluation of the proper time (in conjunction with Architect's opinion) for recording of a Notice of Completion:

8.19.1 Construction Manager, in conjunction with the Architect and the Inspector shall, upon Substantial Completion of the Project, assist the Architect and the District in the production of a punch list of required corrections. At the conclusion of all corrective action for all punch list items, Construction Manager shall make a final comprehensive review of the Project and will report the results of that review to the District. Construction Manager's report will indicate whether Construction Manager, the Architect, and the Project Inspector find the work performed acceptable under the Contract Documents and the relevant Project data, and will make recommendations as to final payment and the notice of completion to the Contractor.

8.19.2 Following Substantial Completion of the Project or a designated portion thereof, the Construction Manager shall evaluate the completion of the work of the Contractors and make recommendations to the Architect as to when the District may record a Notice of Completion. The Construction Manager shall assist the Architect in conducting final inspections, preparing punch-list items and confirming punch-list items are completed.

8.20 Close Out and Miscellaneous Provisions

8.20.1 Construction Manager shall perform coordination and expediting functions in connection with the Architect's and Contractor's obligation to provide "as-built" documents. Construction Manager shall confirm the Contractor is updating all required as-built document during construction and make recommendations to the Architect and District for withholding of progress payments for failure to update the as-built documents. The Construction Manager shall assist the Architect in compiling all necessary as-built documents and incorporating them into one comprehensive set of record documents for the Project in a format acceptable and approved by the District.

8.20.2 Construction Manager shall assist the District in the delivery, storage, protection and security of District-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Project.

8.20.3 With the Architect and the District's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment.

8.20.4 Construction Manager shall secure and transmit to the Architect warranties and similar submittals required by the Contract Documents for delivery to the District and deliver all keys, manuals, record drawings and maintenance stocks to the District. Construction Manager shall make recommendations for withholding or deducting payments from the Contractor for not complying with the close-out requirements and assisting the Architect in determining a reasonable value for all incomplete close-out items.

8.20.5 Construction Manager shall assist the Architect in compiling all documents and information necessary to obtain DSA close-out certification of the Project. Construction Manager shall notify the District in writing of any missing information or documents that will prevent obtaining DSA certification.

8.20.6 Construction Manager shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Non-Compliance or similar notice(s) issued by the Architect, or any inspector, special inspector, testing laboratory or governmental agency, is fully corrected and closed before the architect issues any final punch-list to the Contractor. The Construction Manager shall verify that all applicable inspectors, special inspectors, and/or engineers on the Project have visually verified that each defective, deficient and/or incomplete item of work referenced in the Notice(s) of Non-Compliance have been rectified and are closed prior to the issuance of the Architect's final punch-list to the Contractor.

8.20.7 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the District and Construction Manager. Consent shall not be unreasonably withheld.

**9. FEES**

9.1 The not to exceed fee for providing the described in this Agreement and Exhibits, exclusive of General Conditions, shall be Seven Hundred and Ninety Thousand Dollars (\$790,000) and shall be paid regularly on a monthly basis based on the actual percentage of completion of the Project. Any adjustments related to the payment of fees for Construction Manager Services shall be made through a written Addendum to this Agreement approved by both parties.

9.2 The Construction Manager shall invoice all fees for Construction Manager's services set forth in the Agreement and the attached Exhibits on a monthly basis during the duration of the construction work. All invoices for Construction Manager Services shall be based upon actual work or services completed by the Construction Manager and shall be supported by proper documentation. The District shall make payments to the Construction Manager within thirty (30) days of receipt of the appropriate and approved invoice from the Construction Manager.



9.3 In the event State funding limitations or District budgetary re-alignments should result in a reduction in the scope of work to be constructed for the Project, and in the event such reduction reasonably results in a reduction of the overall duration of the Construction Manager's service, a reduction of the specified fee shall be made accordingly.

9.4 See Exhibit "B" for payment of General Conditions for the Project.

# **EXHIBIT “B”**

## **GENERAL CONDITIONS & FIELD PERSONNEL**

### **CONSTRUCTION MANAGEMENT AGREEMENT**

Between

RIVERSDIE COMMUNITY COLLEGE DISTRICT

and

Dated: \_\_\_\_\_, 20\_\_

#### **1. GENERAL DESCRIPTION & CRITERIA**

1.1 The Construction Manager shall provide all General Conditions for the Project that are not already in place. General Conditions for the Project are defined as those generic support activities which must be in place to support all construction aspects of the Project. The costs and schedules for all General Conditions are detailed and set forth in Attachment “1” herein.

1.2 General Conditions are not a profit center and are intended to be cost recovery only.

#### **2. ESTIMATED COSTS**

2.1 The agreed upon Not-to-Exceed amount for all current General Conditions costs, exclusive of all Construction Management fees as set forth in Exhibit “A”, shall be \_\_\_\_\_. Dollars (\$\_\_\_\_\_). In no event shall the General Conditions costs exceed \_\_\_\_\_% of the Construction Cost.

#### **3. GENERAL CONDITIONS PAYMENT**

3.1 All General Conditions items and services shall be billed at their actual cost, and the Construction Manager shall take all reasonable steps necessary to obtain the most competitive prices available for these items. If Construction Manager desires to be reimbursed for any other General Conditions costs not specifically set forth in Attachment “1”, prior to the commencement of the Construction Phase, Construction Manager shall submit a list of these General Condition items to District for District’s approval. The cost of any additional items shall not be reimbursable unless advance written authorization is provided by the District to Construction Manager to obtain the item.

3.2 Construction Manager shall invoice any all General Conditions costs monthly during the duration of the construction work. All General Condition costs must be supported by an invoice, receipt, an employee time sheet, or other acceptable documentation.

3.3 District shall make payments for General Conditions, if any, to the Construction Manager within thirty (30) days of receipt of the appropriate and approved invoice from Construction Manager.

4. **EARLY COMPLETION**

4.1 If the Project is completed earlier than as set forth in the terms of this Agreement, then all General Conditions costs set forth in Attachment “1” shall cease within thirty (30) days after the date the Project is completed.

## **ATTACHMENT “1”**

### **GENERAL CONDITIONS AND COSTS/ SCHEDULE**

NO GENERAL CONDITIOINS IS PART OF THIS AGREEMENT. THE GENERAL CONTRACTOR WILL BE PROVIDING THE SITE TRAILERS FOR THE CM FIRM INCLUDING ALL FURNITURE, UTILITY CONNECTION, INTERNET SERVICES, ETC. THE CM FIRM NEEDS TO PROVIDE THE CM STAFF, PROPSOED PROJECT MANGEMENT INFORMATION SYSTEM, AND THEIR PERSONAL EQUIPMENT SUCH AS CELL PHONES, LAPTOPS, PRINTERS, ETC. AND THESE ARE INCLUDED/BLENDED IN CM FEE SCHEDULE FOR CONSTRUCTION SERVICES.

**EXHIBIT “C”**  
**Fee Proposal and Project Schedule**

CM Service Fees

SECTION II | PROJECT FEE PROPOSAL

## BASIC SERVICES FEES

BASIC SERVICES FEES	FEES
Pre-Construction Services	\$150,917
Construction Management Fees	\$619,083
General Conditions	NOT APPLICABLE
Reimbursables	\$0
<b>TOTAL</b>	<b>\$770,000</b>

## STAFFING LEVELS

### Preconstruction Services

NAME	TITLE	HOURS ASSIGNED		HOURLY RATE	TOTAL COST
		CONSTRUCTIBILITY/ BUDGET VALIDATION	BIDDING		
Dave Amundson	Project Executive	84	16	\$172.11	\$17,211
Alex Requeno	Project Manager	172	128	\$95.62	\$28,686
Mark Vondran	Chief Estimator	191	32	\$159.36	\$35,552
Cherie Armstrong	Estimator	176	0	\$84.99	\$14,959
Christina Cochran	Estimating Admin.	32	32	\$62.64	\$4,009
Peter Kovacs	Director of QA/QC	30.7	0	\$131.90	\$4,043
Tom Zaczyk	Director of Project Planning	16	0	\$118.85	\$1,903
Mark Wells	Constructibility Reviewer	360.8	0	\$100.85	\$36,387
Misc. Materials (PMIS, cell phones)					\$8,167
<b>TOTAL HOURS</b>		<b>1,062.5</b>	<b>208</b>		
<b>TOTAL PRECONSTRUCTION PHASE LABOR COST</b>					<b>\$150,917</b>

*Preconstruction Services Phase starts in April 21, 2021 through August 31, 2022*

### Construction Services

NAME	TITLE	HOURS ASSIGNED FOR CONSTRUCTION PHASE	HOURLY RATE	TOTAL COST
Dave Amundson	Project Executive	312	\$172.11	\$53,698
Alex Requeno	Project Manager	3,119.98	\$95.62	\$298,325
Vikki McCray	Project Accountant	156	\$66.88	\$10,434
Misc. Materials (PMIS, Cell Phones, Office Supplies, Postage)				\$22,565
Construction Management Fees (per contract requirements) *				\$234,060
<b>TOTAL HOURS</b>		<b>3,587.98</b>		
<b>TOTAL CONSTRUCTION PHASE LABOR COST</b>				<b>\$619,083</b>

*Construction Services Phase anticipates to start in September 1, 2022 through March 1, 2024*

\* CM Service Fees include hours for project support per contract

## Board of Trustees Regular Meeting (VIII.C)

Meeting	April 20, 2021
Agenda Item	Resources (VIII.C)
Subject	Resources Resolution No. 46-20/21 Authorizing the Multi-Prime Contractors Prequalification Application for the Moreno Valley College Ben Clark Training Center Education Building I Project
College/District	Moreno Valley College
Funding	Moreno Valley College Measure C Allocation
Recommended Action	Recommend approving Resolution No. 46-20/21 for the Multi-Prime Contractors Prequalification Application for the Moreno Valley College Ben Clark Training Center Education Building I Project.

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### Background Narrative:

On June 11, 2019, the Board of Trustees approved the Ben Clark Training Center Education Building I project and project budget in the total amount of \$13,000,000 for Moreno Valley College. The project is currently under Division of the State Architect's review with construction contracts scheduled for bid in June 2021 and award in August 2021.

Pursuant to Public Contract Code 20651, California Community Colleges are required to competitively bid public works projects and award to the lowest responsive and responsible bidder. Public Contract Code 20651.5 also authorizes Districts to prequalify contractors/bidders prior to submitting competitive bids.

In an effort to improve the quality of work and contractors who are bidding for the project, prequalifying contractors on specific qualifications criteria is recommended on a project-by-project basis. Prequalifying contractors is designed to develop pools of primes/contractors license classifications to bid for the project. Only those who meet the minimum requirements will be eligible to submit a bid proposal for the construction project. The Prequalification process will benefit the District as follows: 1) encourage local attendance of contractors and increase local labor participation; 2) determine prior to bids the contractor's financial capability to complete the project; 3) enhance the quality of performance and delivery of the project safely and timely, and; 4) eliminate contractors with a history of litigation, claims, and performance failures.

Prequalification of contractors requires the awarding body to adopt a resolution to: 1) use a standardized questionnaire and financial statement in a form specified by the public entity; 2) adopt and apply a uniform system of rating bidders on objective criteria, and; 3) create an appeal procedure for pre-qualification denials.

It is recommended that the Board of Trustees authorize multi-prime contractors prequalification application Board Resolution No. 46-20/21 for the Moreno Valley College Ben Clark Training Center Education Building I Project.

Prepared By: Aaron S. Brown, Vice Chancellor, Business & Financial Services  
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development  
Majd S. Askar, Interim, Vice President, Business Services, Moreno Valley College  
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RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOLUTION NO. 46-20/21 AUTHORIZING MULTI-PRIME CONTRACTORS  
PREQUALIFICATION APPLICATION FOR  
BEN CLARK TRAINING CENTER EDUCATION BUILDING I PROJECT

WHEREAS, the Riverside Community College District (“District”) desires to engage in a public works construction project involving the construction of the Ben Clark Training Center Education Building Phase 1 for Moreno Valley College; and

WHEREAS, Public Contract Code section 20651.5 authorizes the District to prequalify bidders by requiring that each prospective bidder for a contract complete and submit a standardized questionnaire and financial statement, including a complete statement of the prospective bidder’s experience in performing public works; and

WHEREAS, Public Contract Code section 20651.5 authorizes the District to adopt and apply a uniform system of rating bidders (“Uniform System”) on the basis of completed questionnaires and financial statements (collectively “Questionnaire”), in order to determine the size of the contracts upon which each bidder shall be deemed financially qualified to bid; and

WHEREAS, the Questionnaire must be verified under oath by the bidder in the manner in which civil pleadings and civil actions are verified; and

WHEREAS, responses to the Questionnaire are not public records and will not be open to public inspection; and

WHEREAS, each Questionnaire submitted by a prospective bidder will be scored in accordance with the Uniform System; and

WHEREAS, District staff desires to prequalify prospective bidders for the Ben Clark Training Center Education Building Phase 1 for Moreno Valley College.

**NOW, THEREFORE**, the Board of Trustees of the Riverside Community College District does hereby find, resolve, determine, and order as follows:

**Section 1.** The above-listed recitals are incorporated as if fully set forth herein.

**Section 2.** The Board of Trustees hereby establishes a prequalification process under Public Contract Code section 20651.5 for the Ben Clark Training Center Education Building Phase 1 for Moreno Valley College.

**Section 3.** The prequalification program shall utilize the Questionnaire and Uniform System attached hereto as Exhibit “A” and incorporated herein.

**Section 4.** The Chancellor, or Chancellor’s designee(s), shall have the authority to revise or modify the Questionnaire and Uniform System in any manner necessary to comply with Public Contract Code section 20651.5 and any other relevant and/or applicable statute.

**Section 5.** The Chancellor, or Chancellor's designee(s), shall have the authority to: (1) determine whether a potential bidder shall be considered prequalified; (2) hear and oversee prequalification determination appeals; and (3) take any other action necessary to comply with the intent of this Resolution, or the law, as such law(s) may be amended in the future.

**Section 7.** This Resolution shall take effect upon adoption by the Board.

ADOPTED this 20<sup>th</sup> day of April, 2021.

Mary Figueroa  
President of the Board of Trustees  
Riverside Community College District

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**EXHIBIT “A”**

CONTRACTOR PREQUALIFICATION PACKAGE  
FOR PREQUALIFICATION OF PROSPECTIVE BIDDERS  
PURSUANT TO PUBLIC CONTRACT CODE SECTION 20651.5

*(Exhibit to begin on the next page.)*



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
REQUEST FOR QUALIFICATION NO. 16-20/21-5  
**CONTRACTOR / PRIME PREQUALIFICATION**



FOR  
**BEN CLARK TRAINING CENTER EDUCATION BUILDING I FOR  
MORENO VALLEY COLLEGE**

16-20/21-5-RFQ

Information Package

Issued on April 22, 2021

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F. Explanations (as appropriate).	

# Application for Contractor Prequalification

**PROJECT:** Moreno Valley College Ben Clark Training Center

**RFQ NUMBER:** 16-20/21-5-RFQ

**BID DATE:** July 20, 2021

**PREQUALIFICATION DUE DATE:** Wednesday, March 17<sup>th</sup>, 2021 prior to 2:00 PM

## 1. PREQUALIFICATION PROCESS

Pursuant to Public Contract Code section 20651.5, this prequalification is for trade bid packages associated with construction of the Moreno Valley College Ben Clark Training Center Education Building Phase 1. The new facility is a 14,135 Gross Square Foot, 1- story, classroom and administration building and funded by Measure C local general obligation bond. Approximately half of the building is dedicated to administrative offices and the other half to classrooms and practical training labs. In addition to indoor space, outdoor covered space is provided as an extension of the classrooms and as a student break area. The building is primarily composed of concrete masonry, glass curtain walls, and plaster finish architectural elements. As a condition of bidding, prospective applicants are required to submit to the District a completed prequalification package as specified in the “Submission of Completed Applications” section below. This Application and all attachments incorporated by reference therein are **not** public records and are **not** open to public inspection.

Only prospective applicants meeting the “Minimum Criteria for Prequalification”, as set forth in the following Application for Contractor Prequalification, will be eligible to submit a bid proposal for the above listed project. Contractor prequalification status will be verified upon submission of bid proposals. Prequalification Document and Applications must be received by **2:00 PM, Wednesday, March 17th, 2021**, delivered electronically to the District’s Purchasing Office sent via email to Melinda Chavez at Melinda.chavez@rccd.edu.

The District reserves the right to reject any or all prequalification applications that are non-responsive, and to waive minor irregularities or informalities in any Application or in the prequalification process. Furthermore, the designation of a contractor as “prequalified” does not in any way waive or reduce the requirements established for the submission of a bid proposal. The District will evaluate all bid proposals for completeness and accuracy.

## 2. ABOUT THE DISTRICT

Riverside Community College District (RCCD) is a three-college, higher education community college system serving the 1.4 million people living in Riverside County. Student enrollment is nearly 60,000 and growing at our Moreno Valley, Norco, and Riverside City colleges and at least 68% of our students are on some form of financial support. Our three colleges offer higher education opportunities to social-economically challenged areas and populations. All three colleges are federally designated Hispanic Serving Institutions (HSI).

## 3. ABOUT MORENO VALLEY COLLEGE

The Moreno Valley College (MVC) is fast becoming the health education center of choice in the Inland Empire with strong programs in health sciences, human, and public services. Each semester, more than 15,000 students pursue Associate's degrees, transfer to a four-year college or university, or a career certificate that qualifies them to enter their chosen field. MVC offers instruction at two sites, a main campus located in the city of Moreno Valley and an off-campus site, the Ben Clark Training Center, located approximately 11 miles from the main campus. In March of 2010, Moreno Valley College was accredited and recognized by the Board of Governors of the California Community Colleges as the 111th community college in the state. Moreno Valley College's main campus is approximately 140 acres.

#### 4. ABOUT BEN CLARK TRAINING CENTER

Moreno Valley College provides unique and vital training opportunities at the Ben Clark Public Safety Training Center (BCTC), one of the largest public safety training centers in Southern California. BCTC offers subject area and general education courses that lead to certificates and degrees in public safety and emergency medical services. BCTC is a regional training site that provides basic and advanced training to public safety personnel. Each year, the college prepares hundreds of students to work as law enforcement officers, firefighters, paramedics, emergency medical technicians, correctional officers, dispatchers, probation officers, and juvenile correctional counselors. Ben Clark Training Center is comprised of a partnership with MVC, Riverside County Sheriff's Department, California Department of Forestry & Fire Protection, Riverside County Fire Department, California Highway Patrol, and Riverside County Probation Department.

#### 5. ABOUT THE DISTRICT SERVICES

Riverside Community College District (DISTRICT) through its Facilities Planning and Development (FPD) unit supports the educational mission of the its three Colleges- Moreno Valley, Norco and Riverside City through advanced planning and development of facilities, standards, infrastructure and resources that promotes a learning environment by providing safe, sustainable and high-quality campuses. The DISTRICT administers the capital facilities improvements to ensure compliance with the District Strategic Plan and Colleges Facilities Master Plans (FMPs), and manages the planning, development and implementation of the District Five (5) Year Capital Outlay plan and Long-term Capital Facilities program. The DISTRICT is also responsible for formulating, promoting, guiding, and administration of district policies and procedures associated with planning, design, and construction and development functions.

#### 6. ABOUT MEASURE C

In March 2004, the electorate of Riverside Community College District passed Measure C authorizing the issuance of \$350,000,000 of general obligation bonds to finance the acquisition, construction, improvement and renovation of educational facilities at MVC, Norco (NC), and Riverside City Colleges (RCC). Thus, the District utilized the Measure C authorization to a greater extent than anticipated through 2019 by expending, committing or designating all of the total authorization.

Measure C delivered better educational programs at MVC, NC, RCC and the District. A detail of Measure C Capital Facilities Program achievements can be found here: [Measure C Summary Report from 2004-2019](#). Given the tremendous enrollment growth experienced by each of the colleges since 2004, funding to provide current, state-of-the-art facilities to meet the needs of the District's students remains a challenge.

## 7. ABOUT MEASURE C CITIZEN BOND OVERSIGHT COMMITTEE

A Citizens' Bond Oversight Committee (CBOC) keeps the public informed about how Measure C proceeds are used through annual reports to the Riverside Community College District Board of Trustees and the public.

<https://www.rccd.edu/committees/cboc/Pages/index.aspx>

## 8. PREQUALIFICATION SUBMITTAL SCHEDULE

**Time is of the essence. Submitting Firms will be expected to adhere to the required dates and times.**

Request for Qualification Submittal Schedule:

PREQUALIFICATION	DATE
ISSUE RFQ	02/15/2021
REQUEST FOR CLARIFICATIONS DUE BY 2:00 PM	03/05/2021
RFQ ADDENDUM ISSUED BY	03/10/2021
RFQ DUE TO DISTRICT BY	03/17/2021
DISTRICT TO NOTIFY RECOMMENDED PREQUALIFIED CONTRACTORS/PRIMES TO BOARD BY	04/02/2021
<b>ANTICIPATED BOARD OF TRUSTEES APPROVAL</b> OF CONTRACTORS/PRIMES PREQUALIFICATION	04/20/2021
<b>ANTICIPATED DSA APPROVAL</b> OF BCTC EDUCATION BUILDING I	05/01/2021
ANTICIPATED NOTICE INVITING BIDS FOR BCTC EDUCATION BUILDING I	06/01/2021
ANTICIPATED BOARD OF TRUSTEES APPROVAL OF CONTRACTORS/PRIMES BIDS AND AWARD BY	08/04/2021

## 9. SUBMISSION OF COMPLETED APPLICATIONS

**Prequalification Documentation and Applications must be received by 2:00 PM, Wednesday, March 17th, 2021, delivered electronically to the District’s Purchasing Office sent via email to Melinda Chavez at [Melinda.chavez@rccd.edu](mailto:Melinda.chavez@rccd.edu).**

By submitting a prequalification application, prospective applicants agree that the District, in determining a contractor’s eligibility for bidding, may consider the contractor’s experience, performance under other contracts, financial condition, and other factors which could affect the contractor’s performance on the Project.

Below is a list of the Bid Packages, Trades Description, and Contractor Licensing Requirement and the Engineering estimates for each package.

BID PACKAGE	TRADE	LICENSE
1	General Requirements	B
2	Demolition, Earthwork, and SWPPP	A, C-12, or C-21
3	Site Utilities	A, C-34, or C-36
4	Landscape	C-27

<b>5</b>	Structural Concrete, Reinforcing Steel, Site Concrete, and Asphalt Paving/Markings	B or C-8
<b>6</b>	CMU	C-29
<b>7</b>	Structural Steel, Misc. Metals, Metal Deck, and Stairs	C-51
<b>8</b>	Architectural Millwork and Cabinets	C-6
<b>9</b>	Roofing, Waterproofing, Sheet Metal, Metal Panels, and Roof Accessories	C-39 or C-43
<b>10</b>	Doors, Frames, Hardware, and Overhead Doors	B or C-28
<b>11</b>	Glass and Glazing	C-17
<b>12</b>	Rough carpentry, Metal Framing, Drywall, Insulation, and Plaster	B, C-9, or C-35
<b>13</b>	Acoustical Ceiling	C-2
<b>14</b>	Flooring and Ceramic Tile	C-15 or C-54
<b>15</b>	Painting	C-33
<b>16</b>	Misc. Specialties and Equipment, Signage, Toilet Accessories and Partitions, Operable Partitions, Visual Display Boards, Lockers, Flagpoles, and Window Shades	B
<b>17</b>	Fire Protection System	B or C-11
<b>18</b>	Plumbing	C-36
<b>19</b>	HVAC	C-20
<b>20</b>	Electrical, Lighting Controls, Fire Alarm, AV and Telecom	C-10

## 10. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) INFORMATION

DIR Registration. Each applicant submitting a proposal to complete the work, labor, material, and/or services (“Work”) subject to this procurement must be a Department of Industrial Relations (“DIR”) registered contractor pursuant to Labor Code §1725.5. An applicant who is not DIR registered contractor when submitting a proposal for the Work is deemed “not qualified” and the proposal of such an Applicant will be rejected for non-responsiveness.

Pursuant to Labor Code §1725.5, all subcontractors identified in an Applicant’s subcontractors’ list shall be DIR registered contractors as well. An affirmative and on-going obligation of the contractor under the

contract documents is the contractor's verification that all subcontractors, of all tiers, are at all times during performance of the work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any subcontractor of any tier to perform any work without the Contractor's verification that all such subcontractors are in full and strict compliance with DIR Registration requirements.

## 11. PREQUALIFICATION SUBMITTAL PACKAGE

A complete submission will be comprised of a fully completed, signed, and electronic submission containing all of the following:

Part I: Contractor Declaration;

Part II: Prequalification Questionnaire (Essential Requirements and Rated Questions);

Part III: Experience and References;

Part IV: Financial Rating;

- A. Affidavit of Contractor;
- B. Attachment#1 Certificate of Accountant (Audit of a Financial Statement)
- C. Attachment#2 Certificate of Accountant (Review of a Financial Statement)
- D. Attachment#3 General Letter of Credit

Part V: Additional Prequalification Documents;

- A. California Contractor License Board with Proof of Licensure;
- B. Department of Industrial Registration;
- C. Certificate of Insurance;
- D. Verification of Workers' Compensation Insurance;
- E. Surety Letter;
- F. Explanations (as appropriate).

Prospective applicants must furnish all of the above-listed items and are solely responsible for ensuring the completeness and accuracy of information provided. Failure to comply with this requirement may cause rejection of the Application as being non-responsive. Each Pre-Qualification Application must be signed under penalty of perjury in the manner designated on the "Affidavit of Contractor" by an individual who has the legal authority to bind the Contractor.

## 12. MINIMUM CRITERIA FOR PREQUALIFICATION

In order to pre-qualify to bid on the Project, a Contractor must meet the minimum criteria for each of the following four categories:

1. Meet all "Essential Requirements" for prequalification;
2. Meet or exceed a score of **70** points on the rated questionnaire;
3. Demonstrate through reference the minimum required experience on projects;



4. Demonstrate the financial capacity to perform this Project as evidenced by the Contractor's financial statements.

### 13. NOTIFICATION OF PREQUALIFICATION RESULTS

The following procedures can apply, at the Applicant's request, when an Applicant does not receive Prequalification status and wishes to challenge that decision. It is important to note that just because an Applicant does not receive Prequalification status, it does not mean that the District has determined that an Applicant is a non-responsible applicant. To the contrary, it simply means that the Applicant has not qualified for Prequalification status under this Prequalification Program and the project(s) subject to it. Also, it is important to note that just because an Applicant does not receive Prequalification status, it does not mean that the Applicant cannot submit bids or proposals on other District projects that are not subject to this Prequalification Program.

An Applicant that is denied Prequalification status can appeal that decision unless the Applicant has failed to properly complete the Prequalification Questionnaire and provide all of the required documents identified in the Prequalification Questionnaire. An Applicant's fees, costs, and expenses, of every kind, for the appeal shall be undertaken at the Applicant's sole expense and shall not be reimbursed for same by the District. An Applicant initiates an appeal by delivering to the District's Authorized Representative a written notice requesting a hearing and setting forth the specific basis of the appeal. The Applicant must deliver the written notice to Riverside Community College District Attn: Misty Griffin, Misty.Griffin@rccd.edu, within five (5) business days following the date of the District's notice that the Applicant has not received Prequalification status.

An Applicant waives the ability to appeal the District's decision if it fails to deliver the written notice within five (5) business days. The written notice must set forth, in detail, all facts (and include all documents) the Applicant wishes to rely on to challenge the District's decision. An Applicant will not be permitted to add new facts after the close of the five (5) business day deadline. The District's Vice Chancellor, Business and Financial Services, or designee, will conduct a hearing on the appeal no later than five (5) business days following the Contractor's delivery of the written notice of appeal. The District may or may not, in its discretion, respond to the appeal before the hearing. The hearing will be informal and it is not an evidentiary hearing (i.e. there will be no evidentiary objections or the direct/cross examination of witnesses). At the hearing, the Applicant will be given the opportunity to present its arguments based on the facts and contentions submitted timely in writing and reasons in opposition to the District's decision to deny Prequalification status. The hearing officer will consider all evidence, information, documents and arguments submitted by the Applicant, the District's response thereto, and any other information, documents, evidence and/or arguments the hearing officer deems relevant. Within five (5) business days following the hearing, the hearing officer, will provide a written decision whether the Applicant is prequalified or not. The written decision is the final determination of the issue, and the Applicant shall have no further administrative appeals. The procedure and time limits set forth above are mandatory and an Applicant's sole and exclusive remedy in the event of a challenge to the District's decision on Prequalification status. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the challenge, including without limitation, filing a Government Code claim or other legal proceeding.

**PART I. CONTRACTOR DECLARATION**

Bid Package(s) Prequalifying For (#1-20): \_\_\_\_\_

Contractor (as name appears on license): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_

**California Contractors License:**

License No(s): \_\_\_\_\_ Primary License class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

CA Department of Industrial Relations (DIR) # \_\_\_\_\_

Type of Firm: (check one) Individual \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_

Other (specify) \_\_\_\_\_

Tax I.D. No.: \_\_\_\_\_ Date Business Formed: \_\_\_\_\_

Date incorporated (if applicable): \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

<b>OWNERS, OFFICERS, AND PRINCIPALS (including Responsible Managing Officer and Responsible Managing Employee)</b>			
<i>Name</i>	<i>Years with Firm</i>	<i>Position</i>	<i>% of Ownership</i>

*If answering "yes" to any of the below-listed questions, explain on a separate signed page.*

Have any of the individuals listed above ever been licensed under a different name Yes \_\_\_\_\_ No \_\_\_\_\_

Or license number?

Have any of the individuals listed above ever had their Contractor's licenses  
Suspended or revoked? Yes \_\_\_\_\_ No \_\_\_\_\_

Has there been any change in the control of the Contractor's firm in the last five years? Yes \_\_\_\_\_ No \_\_\_\_\_

Are any of the individuals listed above connected with any other companies,  
Subsidiary, parent, or affiliate? Yes \_\_\_\_\_ No \_\_\_\_\_

END OF PART I

THE REST OF PAGE LEFT BLANK

**PART II: PREQUALIFICATION QUESTIONNAIRE**

**Section 1A: Essential Requirements**

The Contractor is disqualified if the answer to any of questions 1 through 6 in this section is “No” or the answer to any of questions 7 through 13 in this section is “Yes.”

- 1. Does the Contractor possess a valid and current California Contractor’s license or other professional license as required by law applicable to the Project?

\_\_\_\_\_ Yes \_\_\_\_\_ No

- 2. Has the Contractor attached a Certificate of Insurance demonstrating a valid insurance policy with a policy limit of at least \$2,000,000 (general aggregate) \$1,000,000 (each occurrence), Automobile Liability \$1,000,000, Worker’s Compensation \$1,000,000. Insurance Company must be from a California admitted carrier with a financial rating of at least an A status.

\_\_\_\_\_ Yes \_\_\_\_\_ No

- 3. Has the Contractor attached verification of a current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code sections 3700 et. seq.?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Exempt (Contractor has no employees)

- 4. Has the Contractor attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance, NOT by the Contractor’s agent or broker) authorized to issue bonds in the State of California, which states that the Contractor has a current available bonding capacity to cover this Project?

\_\_\_\_\_ Yes \_\_\_\_\_ No

- 5. Does the Contractor have an Experience Modification Rate (“EMR”) for California workers’ compensation insurance average for the past three premium years of 1.25 or less? NOTE: Proof of EMR rate from the Workers’ Compensation Insurance Rating Bureau (“WCIRB”), in the form of an experience modification worksheet, for each of the past three policy years must be included with the Application.

\_\_\_\_\_ Yes \_\_\_\_\_ No

- 6. Is the Contractor currently registered and in good-standing with the California Department of Industrial Relations for public works projects

\_\_\_\_\_ Yes \_\_\_\_\_ No

- 7. Has the Contractor defaulted on a contract that caused a surety to suffer a loss on either a performance or payment bond in the past five years?  
  
\_\_\_\_\_ Yes \_\_\_\_\_ No
  
- 8. In the past ten years, has the Contractor had one or more of its construction contracts terminated due to contractor fault, prior to completion of the project?  
  
\_\_\_\_\_ Yes \_\_\_\_\_ No
  
- 9. Has the Contractor’s firm, or any owner, officer, or principal (including Responsible Managing Officer/Responsible Managing Employee) of the Contractor’s firm declared bankruptcy or been placed in receivership within the past five years?  
  
\_\_\_\_\_ Yes \_\_\_\_\_ No
  
- 10. In the past five (5) years, has the Contractor’s firm, or any owner, officer, or principal (including Responsible Managing Officer/Responsible Managing Employee) of the Contractor’s firm ever been found guilty of or liable for violating any federal, state, or local statute, regulation, or ordinance regarding a construction contract, which was not overturned on appeal?  
  
\_\_\_\_\_ Yes \_\_\_\_\_ No
  
- 11. Has there been any occasion in the last five (5) years in which the Contractor or the Contractor’s firm was required to pay back wages or penalties for failure to comply with California's prevailing wage laws? (Note: This question does not pertain to violations by a subcontractor.)  
  
\_\_\_\_\_ Yes \_\_\_\_\_ No
  
- 12. At any time during the last five (5) years have any of the Contractor’s California contractor licenses been revoked?  
  
\_\_\_\_\_ Yes \_\_\_\_\_ No
  
- 13. At any time during the last five (5) years has the Contractor or any of its owners or officers been convicted of a crime associated with or arising from the bidding for, award of, or performance of any contract for a government construction project, which conviction has not been overturned on appeal?  
  
\_\_\_\_\_ Yes \_\_\_\_\_ No

Section 1B: Rated Questions

The Contractor must receive a minimum of 70 points out of a possible 100 points in this Section.

- 1. Number of years of experience in public works construction? \_\_\_\_\_ Years

- 10 + years - 10 points*
- 5 to 10 years - 7 points*
- 2 to 5 years - 3 points*
- 0 to 2 years - 0 points*

2. Number of years of experience in public works education construction? \_\_\_\_\_ Years

- 10 + years - 10 points*
- 5 to 10 years - 7 points*
- 2 to 5 years - 3 points*
- 0 to 2 years - 0 points*

3. Number of years of experience as a prime contractor? \_\_\_\_\_ Years

- 10 + years - 10 points*
- 5 to 10 years - 7 points*
- 2 to 5 years - 3 points*
- 0 to 2 years - 0 points*

4. Does the Contractor’s business entity have a physical office location within the County of Riverside? \_\_\_\_ Yes \_\_\_\_ No

If yes, please provide the address of your location: \_\_\_\_\_

- Yes- 5 points*
- No - 0 points*

5. Does the Contractor’s business entity have a physical office location within the geographical boundaries of the Riverside Community College District (Moreno Valley, Perris, Riverside, Jurupa Valley, Corona, Norco, or Eastvale)? \_\_\_\_ Yes \_\_\_\_ No

If yes, please provide the address of your location: \_\_\_\_\_

- Yes- 5 points*
- No - 0 points*

6. The District is committed to local hiring on its construction projects. What percentage of Riverside County residents can you commit to employ on this Project? \_\_\_\_\_ Percent

- Greater than 30% - 10 points*
- 15% to 30% - 5 points*
- Less than 15% - 0 points*

***If Yes to any of the below-listed questions, explain on a separate signed page.***

7. Has a claim and or other complaint ever been filed against the Contractor’s California Contractors License with the California Contractors State License Board in the last five years?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

*No - 10 points*

*Yes - 0 points*

8. Has the Contractor’s firm, or any owner, officer, or principal (including Responsible Managing Officer/Responsible Managing Employee) of the Contractor’s firm, ever been unable to obtain a bond or been denied a bond for a construction contract in the last five (5) years?

\_\_\_\_\_ Yes \_\_\_\_\_ No

*No - 5 points*

*Yes - 0 points*

9. In the last five (5) years, has the Contractor’s firm been required to pay liquidated or actual damages under a construction contract?

\_\_\_\_\_ Yes \_\_\_\_\_ No

*No - 5 points*

*Yes – 0 points*

10. Has any judgment ever been entered against the Contractor’s firm concerning work on a construction project within the past ten (10) years?

\_\_\_\_\_ Yes \_\_\_\_\_ No

*No - 5 points*

*Yes - 0 points*

11. Has the Contractor’s firm ever been involved in arbitration and/or litigation related to payment or performance on a construction project within the past ten (10) years?

\_\_\_\_\_ Yes \_\_\_\_\_ No

*No - 5 points*

*Yes - 0 points*

12. In the last ten (10) years, has any surety made any payments on behalf of the Contractor's firm to satisfy any claims made against a payment or performance bond issued on behalf of the Contractor in connection with a construction project?

\_\_\_\_\_ Yes \_\_\_\_\_ No

*No - 5 points*

*Yes - 0 points*

13. In the last ten (10) years, has the Contractor submitted a claim for damages against a public agency?

\_\_\_\_\_ Yes \_\_\_\_\_ No

*No - 5 points*

*Yes - 0 points*

14. Has the Occupational Safety and Health Administration (OSHA or Cal-OSHA) cited and assessed penalties against the Contractor for any "serious," "willful," or "repeat" violations of its safety or health regulations in the past five years? (Note: If the Contractor has filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on the appeal, information about this need not be included.)

\_\_\_\_\_ Yes \_\_\_\_\_ No

*No - 5 points*

*Yes - 0 points*

15. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either the Contractor or the owner of a project in the past five years? (Note: If the Contractor has filed an appeal of a citation, and the appropriate appeals board has not yet ruled on the appeal, information about this need not be included.)

\_\_\_\_\_ Yes \_\_\_\_\_ No

*No - 5 points*

*Yes - 0 points*

END OF PART II

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**PART III: EXPERIENCE & REFERENCES**

**List references for at least two public school district/community college district contracts completed within the past five years, having a total contract value of at least 80% of the engineer’s estimate for this Project, and consisting of work comparable in scope and complexity to this Project.**

Project 1:	
Name of Project:	
Type of Construction/Project Description:	
Start Date:	Completion Date:
Contract Value:	Change Order Amount:
Owner Name:	Owner Contact Number:
Architect Firm Name:	Architect Contact Number:
Project Completed on Time (Yes/No)? <i>If no, please explain on a separate signed page:</i>	
Project Completed on Budget (Yes/No)? <i>If no, please explain on a separate signed page:</i>	
Contract completed without owner dispute (Yes/No)? <i>If no, please explain on a separate signed page:</i>	

Project 2:	
Name of Project:	
Type of Construction/Project Description:	
Start Date:	Completion Date:
Contract Value:	Change Order Amount:
Owner Name:	Owner Contact Number:
Architect Firm Name:	Architect Contact Number:
Project Completed on Time (Yes/No)? <i>If no, please explain on a separate signed page:</i>	
Project Completed on Budget (Yes/No)? <i>If no, please explain on a separate signed page:</i>	
Contract completed without owner dispute (Yes/No)? <i>If no, please explain on a separate signed page:</i>	

<b>Project 3:</b>	
Name of Project:	
Type of Construction/Project Description:	
Start Date:	Completion Date:
Contract Value:	Change Order Amount:
Owner Name:	Owner Contact Number:
Architect Firm Name:	Architect Contact Number:
Project Completed on Time (Yes/No)? <i>If no, please explain on a separate signed page:</i>	
Project Completed on Budget (Yes/No)? <i>If no, please explain on a separate signed page:</i>	
Contract completed without owner dispute (Yes/No)? <i>If no, please explain on a separate signed page:</i>	

<b>Project 4:</b>	
Name of Project:	
Type of Construction/Project Description:	
Start Date:	Completion Date:
Contract Value:	Change Order Amount:
Owner Name:	Owner Contact Number:
Architect Firm Name:	Architect Contact Number:
Project Completed on Time (Yes/No)? <i>If no, please explain on a separate signed page:</i>	
Project Completed on Budget (Yes/No)? <i>If no, please explain on a separate signed page:</i>	
Contract completed without owner dispute (Yes/No)? <i>If no, please explain on a separate signed page:</i>	

List the present and all prior sureties who have provided a bond to Contractor in the last five years.

<b>SURETY HISTORY</b>		
<b>Company &amp; Address</b>	<b>Contact Name &amp; Phone</b>	<b>Largest Bond</b>

Single Project Bond Limit: \_\_\_\_\_

Aggregate Bond Capacity: \_\_\_\_\_

Total Value of Work in Progress: \_\_\_\_\_

Current Bond Rating: \_\_\_\_\_

END OF PART III

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**PART IV: FINANCIAL RATING**

All prospective applicants must meet the following financial criteria based on the trade package for which the Application is being submitted when evaluating the lesser of:

- Five times working capital (current assets minus current liabilities), OR
- Net worth (assets less liabilities, plus available letter of credit confirmed by bank letter), OR
- Annual Revenue times 30%

<u>BID PACKAGE</u>	<u>MINIMUM THRESHOLD</u>
1. _____	\$450,000
2. _____	\$415,000
3. _____	\$375,000
4. _____	\$290,000
5. _____	\$1,025,000
6. _____	\$460,000
7. _____	\$630,000
8. _____	\$95,000
9. _____	\$470,000
10. _____	\$180,000
11. _____	\$275,000
12. _____	\$830,000
13. _____	\$110,000
14. _____	\$130,000
15. _____	\$105,000
16. _____	\$165,000
17. _____	\$100,000
18. _____	\$255,000
19. _____	\$610,000
20. _____	\$1,430,000

Prospective applicants shall provide each of the documents listed below in order to be deemed financially qualified to bid on this Project. Failure to complete or to provide the information requested may result in disqualification.

**A. Audited/Reviewed Financial Statements**

The prospective applicant must submit the most recent one year of independently audited/reviewed financials including balance sheet, income statement, statement of cash flows, and notes to the financials. (A compilation or income tax return will be accepted only for maximum \$250,000 contract award.)

**B. Certificate of Accountant**

The certificate of an accountant licensed by the State of California will be required in all cases. A suggested form of a certificate for both an audit and a review is attached (Attachment B &C). The accountant may submit a certificate in his/her own words provided it does not include qualifications too extensive as to nullify the value of the statement or its usefulness to the District.

**C. General Letter of Credit (optional)**

A Letter of Credit may be included in determining the Net Worth (assets less liabilities) of the contractor for the purposes of prequalification with the District. A suggested letter format is attached (Attachment D ). Banks may issue a Letter of Credit on its own letterhead, provided that the letter contains the same provisions, is addressed to the District, and bears an original signature.

THE REST OF PAGE LEFT BLANK

**A. AFFIDAVIT OF CONTRACTOR**

The applicant of the foregoing answers and statements of experience and financial condition has read the same and the matters stated therein are true of his or her own knowledge. The applicant may be required to provide the District with any information necessary to verify information in this Application. Should the information in the Application at any time cease to accurately and completely represent the Applicant in any substantial respect, the Applicant will refrain from further bidding on the Project.

Attached is a certified copy of the minutes of the corporation indicating that the person whose signature appears below has authority to bind the corporation. For other types of organization, provide evidence in a form and substance acceptable to the District (such as a Power of attorney) that the person whose signature appears below has authority to bind the Contractor.

**AFFIDAVIT OF AN INDIVIDUAL FOR A SOLE PROPRIETORSHIP:**

I, \_\_\_\_\_, an individual,  
doing business as \_\_\_\_\_  
hereby declare, by signing this affidavit, the foregoing statements to be true and correct and are made under penalty of perjury under the laws of the State of California.

**PARTNERSHIP AFFIDAVIT:**

I, \_\_\_\_\_,  
a partner of \_\_\_\_\_,  
hereby declare, by signing this affidavit, the foregoing statements to be true and correct and are made under penalty of perjury under the laws of the State of California.

**CORPORATE AFFIDAVIT:**

I, \_\_\_\_\_, the  
\_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, (Title of Corporate Officer)  
(Full Corporate Name)

hereby declare, by signing this affidavit, the foregoing statements to be true and correct and are made under penalty of perjury under the laws of the State of California.

Executed this \_\_\_\_\_ Day of \_\_\_\_\_, 2016,

City of \_\_\_\_\_, County of \_\_\_\_\_,

State of \_\_\_\_\_.

Signature of Applicant \_\_\_\_\_

**B. CERTIFICATE OF ACCOUNTANT**

**FOR AN AUDIT OF A FINANCIAL STATEMENT COMPLETE THIS CERTIFICATE**

STATE OF \_\_\_\_\_

We have examined the Financial Statement of \_\_\_\_\_ as of \_\_\_\_\_. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures, as we considered necessary in the circumstances.

In our opinion, the accompanying financial statement included on pages \_\_to, inclusive, sets forth fairly the financial condition of \_\_\_\_\_ as of \_\_\_\_\_, in conformity with generally accepted accounting principles.

\_\_\_\_\_  
(Print Name of Firm)

\_\_\_\_\_  
(Accountant must sign here)

\_\_\_\_\_  
(Telephone No.)

\_\_\_\_\_  
(License No.)

**Special Note to Accountant:**

The above Certificate of Accountant shall not be made by any individual who is in the regular employ of the individual, partnership or corporation submitting the statement; or by any individual who is a member of the firm with more than a 10 percent financial interest.

C. CERTIFICATE OF ACCOUNTANT

**FOR A REVIEW OF A FINANCIAL STATEMENT COMPLETE THIS CERTIFICATE**

I (we) have reviewed the accompanying financial statement of \_\_\_\_\_ as of \_\_\_\_\_.  
The information included in the financial statement is the representation of the management of the above firm.

Based on (our) review, with the exception of the matter (s), described in the following paragraph (s), (we are) not aware of any material modifications that should be made to the accompanying financial statements, in order for them to be in conformity with generally accepted accounting principles.

NOTE THIS REVIEW CONSISTS PRINCIPALLY OF INQUIRIES OF MANAGEMENT AND APPROPRIATE ANALYTICAL PROCEDURES APPLIED TO THIS FINANCIAL DATA. IT IS SUBSTANTIALLY LESS IN SCOPE THAN AN EXAMINATION IN ACCORDANCE WITH GENERALLY ACCEPTED AUDITING STANDARDS, THE OBJECTIVE OF WHICH IS THE EXPRESSION OF AN OPINION REGARDING THE FINANCIAL STATEMENTS TAKEN AS A WHOLE. ACCORDINGLY, WE HAVE NOT EXPRESSED SUCH AN OPINION.

\_\_\_\_\_  
(Print Name of Firm)

\_\_\_\_\_  
(Accountant must sign here)

\_\_\_\_\_  
(Telephone No.)

\_\_\_\_\_  
(License No.)

Special Note to Accountant:

The above Certificate of Accountant shall not be made by any individual who is in the regular employ of the individual, partnership or corporation submitting the statement; or by any individual who is a member of the firm with more than a 10 percent financial interest.



**D. GENERAL LETTER OF CREDIT**

TO: Riverside Community College District  
3801 Market Street, 3<sup>rd</sup> Floor  
Riverside, CA 92501

ATTN: Business & Financial Services

SUBJECT: **GENERAL LETTER OF CREDIT**

Reference is made to the prequalification of \_\_\_\_\_ (Name of Contractor).

Under the direction of the District pertaining to the construction, alteration, and maintenance of Riverside Community College District facilities, we certify that the above-named Contractor has been extended an unqualified line of credit not to exceed \$, and that such credit will not be withdrawn or reduced without 30 days written notice to the District.

It is understood that this Letter of Credit is to be used by the District solely for determining the financial resources of the Contractor for purposes of determining prequalification.

\_\_\_\_\_  
(Name of Bank)

Bank No. Code \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

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

\_\_\_\_\_  
(Please type or print name & title)

## PART V: REQUIRED ADDITIONAL PREQUALIFICATION DOCUMENTS

- A. CALIFORNIA CONTRACTOR LICENSE BOARD;
- B. DEPARTMENT OF INDUSTRIAL REGISTRATION;
- C. CERTIFICATE OF INSURANCE;
- D. VERIFICATION OF WORKERS' COMPENSATION INSURANCE;
- E. SURETY LETTER;
- F. EXPLANATIONS (AS APPROPRIATE).

END OF RFQ

# Board of Trustees Regular Meeting (VI.AB)

Meeting	April 20, 2021
Agenda Item	Grants, Contracts and Agreements (VI.AB)
Subject	Grants, Contracts and Agreements Agreement Amendment No. 1 with United-Heider Inspection Group for Moreno Valley College Student Services Welcome Center Project
College/District	Moreno Valley College
Funding	Moreno Valley College Measure C Allocation
Recommended Action	Recommend approving Agreement Amendment No. 1 with United-Heider Inspection Group in the not to exceed amount of \$26,500 to bring the total contract amount to \$121,240.

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## Background Narrative:

On June 11, 2019, the Board of Trustees approved the selection of United-Heider Inspection Group for the Moreno Valley College Student Services Welcome Center Project and approved the agreement in the total amount of \$94,740, including reimbursable expenses.

The total hours for the material laboratory testing and special inspection services to meet the Division of the State Architect's requirement for the project have exceeded the original estimated hours in the original agreement with United-Heider Inspection Group. This amendment is necessary to increase the inspection services hours of the following tasks for the project: 1) site welding/ultrasonic testing for steel materials; 2) shop welding inspection for steel materials; 3) site testing and inspection for soil materials.

It is recommended that the Board of Trustees approve Agreement Amendment No.1 with United-Heider Inspection Group in the not to exceed amount of \$26,500 to bring the total contract amount to \$121,240. The increase to the United-Heider agreement is within the previously approved project budget.

Prepared By: Robin Steinback, President, Moreno Valley College  
Majd Askar, Interim Vice President, Business Services (MVC)  
Aaron S. Brown, Vice Chancellor, Business and Financial Services  
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development  
Bart Doering, Facilities Development Director

FIRST (1) AMENDMENT TO AGREEMENT

BETWEEN

RIVERSIDE COMMUNITY COLLEGE DISTRICT

AND

UNITED-HEIDER INSPECTION GROUP

Moreno Valley College Student Services Welcome Center Project

This document amends the original agreement between the Riverside Community College District and UNITED-HEIDER INSPECTION GROUP. The agreement was originally under the bid threshold, therefore no board report was presented to the Board of Trustees for approval. This amendment exceeds the bid limit and now requires Board of Trustee's approval.

The agreement is hereby amended as follows:

Additional compensation of this amended agreement shall not exceed \$26,500, totaling agreement to \$121,240. The term of this agreement shall be from the original agreement date of July 6, 2020, 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.

UNITED-HEIDER INSPECTION GROUP

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

By: 

Bridget Sherman  
Operations Manager  
14457 Meridian Parkway  
Riverside, CA 92518

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

Aaron S. Brown  
Vice Chancellor  
Business and Financial Services

Date: 4/13/2021

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

Exhibit I

*Project: Moreno Valley College Student Services Welcome Center*

*Scope of Work: Special Inspection Services, UNITED-HEIDER INSPECTION GROUP,  
see attached proposal*



March 10, 2021

United #10-55587PW

Bart Doering
Facilities Development Director
Riverside Community College District
3801 Market Street, 3rd Floor
Riverside, CA 92501

Via E-Mail: bart.doering@rccd.edu

Reference: Moreno Valley College Welcome Center

Subject: Request for Additional Funds

Dear Mr. Doering:

Atlas Technical Consultants (Atlas), fka United – Heider Inspection Group, appreciates the opportunity to be a part of the team on this project.

As such, we respectfully request an augmentation to our task order for those services rendered to date and those anticipated for the project in the amount of \$26,500.00.

Original Contract Amount: \$ 94,740.00
Additional Services: \$ 26,500.00
Revised Contract total: \$ 121,240.00

Estimated Services for Project Completion:

- Site Welding (Overage due to more time expended in the field than originally estimated due to not addressing certain welds in the shop) \$ 15,000.00
Site Ultrasonic Testing (Overage due to more time expended in the field than originally estimated due to missed fabrications on columns in shop from new RFI responses done and completed welds in field) \$ 2,500.00
Shop Inspection (Overage due to more time expended in the shop than originally estimated, due to awaiting RFI's and revisits for not completed columns to send to field.) \$ 6,500.00
Additional Soils Inspector Hours required for re-compaction of the shear wall \$ 2,500.00
Additional Requested for Project Completion: \$ 26,500.00

Please feel free to contact me if you have questions or if we may be of further assistance.

Respectfully Submitted,
ATLAS TECHNICAL CONSULTANTS

[Handwritten signature of Bridget A. Sherman]

Bridget A. Sherman
Operations Manager

# Board of Trustees Regular Meeting (VI.R)

Meeting	May 18, 2021
Agenda Item	Grants, Contracts and Agreements (VI.R)
Subject	Grants, Contracts and Agreements Architectural Services Agreement with 19six Architects for the Student Services Renovation Project at Moreno Valley College
College/District	Moreno Valley College
Funding	Moreno Valley College Measure C Allocation
Recommended Action	Recommend approving an Architectural Services Agreement with 19six Architects for the Student Services Renovation Project at Moreno Valley College in the not to exceed amount of \$380,000.

---

## Background Narrative:

The District issued a Request for Qualifications and Proposals (RFQ/P) on March 30, 2021 to the District's pre-qualified pool of architectural firms to provide comprehensive architectural and engineering services for the Student Services Renovation Project at Moreno Valley College. The RFQ/P included a pre-established scoring matrix to evaluate the firm's qualifications, experience, project approach, and methodology. The RFQ/P process was conducted in three steps: 1) statement of qualifications review; 2) firm interviews and; 3) fee proposal evaluation and negotiation.

The District received nine (9) RFQ/P responses. The committee members, consisting of District office and Moreno Valley College personnel, reviewed and scored each proposal independently in accordance with the RFQ/P requirements and selected the top five (5) architectural firms for interviews. The highest scoring firms were selected to negotiate the best and final fee proposal.

Based on evaluation of the proposals, qualifications, experience, negotiated price and demonstrated competence, the committee recommends 19six Architects to provide architectural services for the Student Services Renovation Project at Moreno Valley College in the not to exceed amount of \$380,000, including design allowance. The term of the agreement is from May 19, 2021 to December 31, 2023.

Prepared By: Robin Steinback, President, Moreno Valley College  
Christopher Sweeten, Academic Manager, Student Services, Moreno Valley College  
Majd Askar, Interim Vice President, Business Services, Moreno Valley College  
Aaron S. Brown, Vice Chancellor, Business & Financial Services  
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development  
Mehran Mohtasham, Director of Capital Planning  
Bart Doering, Facilities Development Director

## **ARCHITECTURAL SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 19th day of May in the year 2021 by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT,” and 19six Architects, hereinafter referred to as “ARCHITECT.” This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a “PARTY” and collectively as the “PARTIES.” This AGREEMENT is made with reference to the following facts:

**WHEREAS**, DISTRICT desires to obtain architectural services for the **Moreno Valley College Student Services Renovation Project**, hereinafter referred to as the “PROJECT”; and

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

**NOW, THEREFORE**, the PARTIES hereto agree as follows:

### **ARTICLE I - ARCHITECT’S SERVICES AND RESPONSIBILITIES**

1. The ARCHITECT’s services shall consist of those services performed by the ARCHITECT, ARCHITECT’s employees and ARCHITECT’s consultants, as enumerated in Articles II and III of this AGREEMENT.

2. The ARCHITECT’s services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that it will follow the standards of its profession in performing all services under this AGREEMENT.

3. The ARCHITECT shall submit for the DISTRICT’s approval a schedule for the performance of the ARCHITECT’s services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the PARTIES and shall incorporate the requirements set forth in Section 4 below and include allowances for time required for the DISTRICT’s review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

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

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



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

## **ARTICLE II - SCOPE OF ARCHITECT'S SERVICES**

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

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

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

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

5. The ARCHITECT shall assist the DISTRICT in determining the phasing of the PROJECT that will most efficiently and timely complete the PROJECT. This includes phasing the PROJECT's construction and the inspection approval process so Incremental Approvals as

required under DSA's Construction Oversight Process Procedure can be obtained during the completion of the PROJECT.

6. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule, and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of educational specification requirements.

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

8. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its consultants, the DISTRICT's representative(s), and other consultants of the DISTRICT during PROJECT development.

9. The ARCHITECT shall make revisions in Drawings, Specifications, the Project Manual, or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by the DISTRICT, including revisions made necessary by adjustments in the DISTRICT's Program or Budget as defined in Article IV.

10. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction. The ARCHITECT shall be prepared to prioritize and prepare a priority list to address critical Program and PROJECT needs as opposed to optional items that may be dropped if there is inadequate Budget for the PROJECT. In the case where there are Budget constraints, the ARCHITECT, shall prepare a priority list of critical programmatic needs and items that may be of lesser priority and review the Program with the DISTRICT.

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

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

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

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

15. The ARCHITECT shall provide interior design and other services required for, or in connection with, graphics and signage. All other interior design services are addressed under Article III as an Additional Service.

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

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

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

19. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.

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

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

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

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

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

25. **Schematic Design Phase**

a. The ARCHITECT shall meet with the DISTRICT to understand and verify the DISTRICT's requirements for its Program. In the cases where a Program is furnished to the ARCHITECT by the DISTRICT, the ARCHITECT shall review the DISTRICT's Program and address if the Program, in the ARCHITECT's professional opinion, is

realistic. If there are issues with the Program that has been provided, as part of the Schematic Design Services, ARCHITECT shall rework the Program with the DISTRICT representative and the DISTRICT to establish a priority list of programmatic needs and items that may be within and outside of the DISTRICT's Budget. Once the Schematic Design, Program and Budget are reconciled with the DISTRICT representative, and the DISTRICT approves the Schematic Design, Program and Budget, the ARCHITECT may then move on to the Design Development Phase.

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

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

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

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

construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT.

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

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

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

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

**26. Design Development Phase (Preliminary Plans)**

a. Upon approval by the DISTRICT of the Schematic Design services set forth above, the ARCHITECT shall prepare Design Development Documents based on the Schematic Design and based on the Program that has been approved by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross-sections, and other documents necessary to depict the design of the PROJECT, and shall outline specifications to fix and illustrate the size, character, and quality of the entire PROJECT as to the Program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the State Chancellor, DSA, the County Health Department and the local fire marshal/department.

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

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

**27. Construction Document Phase (Final Plans)**

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in an acceptable Building Informational Modeling format, such as Autodesk® Revit® and AutoCAD® Civil 3D®) including, but not limited to, all drawings and specifications for the PROJECT setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with

all applicable (on and off site) governmental and code requirements including, but not limited to, the requirements of the State Chancellor, DSA, the local fire marshal/department, the County Health Department and any other governmental agency having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done in a minimum of LOD 200, as well as the materials, workmanship, finishes, and equipment required for the completion of the PROJECT. All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.

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

c. The ARCHITECT shall identify all tests and special inspections on the Statement of Structural Tests and Special Inspections (Form DSA 103) that are required for the completion of the PROJECT as designed and submit such DSA 103 to DSA for approval along with all other Construction Documents. Upon DSA's approval of the Construction Documents, including the approved DSA 103 for the PROJECT, the ARCHITECT shall ensure that a copy of the approved DSA 103 for the PROJECT is provided to the DISTRICT, the Laboratory of Record, each Special Inspector working on the PROJECT, the Project Inspector and the Contractor.

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

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

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

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

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

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

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

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

## **28. Bidding & Award Phase**

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

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

c. The ARCHITECT shall deposit a reproducible set of Construction Documents including, but not limited to, all drawings and specifications for the PROJECT

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

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

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

f. If the lowest bid exceeds the Budget (or if a complete detailed estimate is prepared by a certified professional cost estimator from Construction Documents that are at least 90% completed) for the PROJECT, the ARCHITECT, in consultation with, and at the direction of, the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

## 29. **Construction Phase**

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



(1) Contract Information Form DSA-102.

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

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

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

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

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

f. The ARCHITECT shall prepare Interim Verified Reports (Form DSA 6-AE) and submit such Interim Verified Reports to DSA, the Project Inspector and the DISTRICT prior to the Project Inspector's approval and sign off of any of the following sections of the PROJECT's PIC's as applicable:

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

If the ARCHITECT has delegated responsibility for any portion of the PROJECT's design to other engineers, the ARCHITECT shall ensure that such engineers submit the

necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and the DISTRICT during the course of construction and prior to the Project Inspector's approval and sign off of the above sections of the DSA Form 152 as they relate to the portions of the PROJECT that were delegated to such engineers.

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

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

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

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

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

ii. Become familiar with, and to keep DSA and Project Inspector informed about, the progress and quality of the portion of the work completed and for the preparation of the necessary Interim Verified Reports the ARCHITECT will prepare and submit to DSA and Project Inspector as necessary for the timely inspection of the PROJECT and for the approval and sign off of each block/section of the PIC's during the course of the PROJECT's construction;

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

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

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

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

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

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

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

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

(5) Responding to DSA field trip notes;

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

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

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

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

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

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

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

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

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

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

k. The ARCHITECT, as part of the ARCHITECT's Basic Services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.

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

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

n. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT whenever, in the ARCHITECT's opinion, it may be necessary to stop the work to avoid the improper performance of the Construction Agreement. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed, or completed.

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

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

q. The ARCHITECT shall prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications, and such modifications therein as may be necessary to meet unanticipated conditions encountered during construction, at no additional cost or expense to the DISTRICT. In addition, the ARCHITECT shall, at no additional cost, provide services made necessary by defect or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do.

r. The ARCHITECT shall examine, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the ARCHITECT's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for any other reason. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the DSA approved Construction Documents, that the as-built documents are up to date, and that the Contractor is entitled to payment in the amount certified.

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

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

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

v. All changes to the DSA approved Construction Documents, whether set forth in a CCD, ICD or any other document approved by the DISTRICT, shall be

incorporated into change orders by the ARCHITECT for the DISTRICT's approval. Each change order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Contractor's Contract sum, if any; and (3) the extent of the adjustment in the Contractor's Contract Time, if any. The ARCHITECT shall prepare change orders, with supporting documentation and data, for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders.

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

x. The ARCHITECT shall inspect the PROJECT to determine the date or dates of Substantial Completion and final completion. The ARCHITECT shall receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents, and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents. In the event the approved schedule for the PROJECT has been exceeded due to the fault of the Contractor, the ARCHITECT shall issue a written notice to the DISTRICT and the Contractor evaluating the cause of the delay(s) and shall advise the DISTRICT and the Contractor of the commencement of liquidated damages under the Contract between the DISTRICT and Contractor.

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

z. The ARCHITECT shall:

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

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

(3) Be responsible for ensuring that all RFI's, submittals and substitution requests by the Contractor are responded to not later than fourteen (14) days, or as soon as the circumstances require.

aa. The ARCHITECT shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having

jurisdiction over the PROJECT including, but not limited to, the County Health Department, the local building departments, local fire departments, the State Chancellor, and DSA, in a timely manner and ensure proper close-out of the PROJECT.

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

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

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

ee. The ARCHITECT shall review the list of minor defects, deficiencies, and/or incomplete items (hereinafter the "Punch List") and the fully executed Verified Report (Form DSA-6) that are submitted to the DISTRICT by the Contractor when the Contractor considers the PROJECT to be Substantially Complete. The ARCHITECT shall inspect the PROJECT, in conjunction with the Contractor, in order to verify the Contractor's Punch List, add any other items to the Punch List and to confirm that Substantial Completion has been reached on the PROJECT. In the event the Contractor does not submit a fully executed Verified Report with its proposed Punch List, the ARCHITECT shall reject the Contractor's Punch List, in writing, as premature. If Substantial Completion of the PROJECT is verified by the ARCHITECT and the required Verified Report has been submitted to the DISTRICT for review, the ARCHITECT shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the PROJECT and final payment, and that all Punch List items must be completed within the duration set forth in the Contract between the DISTRICT and the Contractor. The DISTRICT shall also be notified in writing of all Punch List items identified by the ARCHITECT and the Contractor. The ARCHITECT shall notify the DISTRICT when all Punch List items have been corrected by the Contractor for the DISTRICT's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the DISTRICT and the Contractor, the ARCHITECT shall inform the DISTRICT of such default and provide the DISTRICT with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. For purposes

of this AGREEMENT, "Substantial Completion" shall mean the following five (5) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and incomplete items on the Punch List; (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card; (3) all building systems including mechanical, electrical and plumbing are functioning; (4) all other items DSA Form 152 Inspection Card for the Project have been approved and signed off; and (5) the PROJECT is fit for occupancy and its intended use.

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

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

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

### **30. Project Close-Out**

a. Within thirty (30) days after the completion of the PROJECT's construction and the ARCHITECT's receipt of as-built documents from the Contractor, ARCHITECT



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

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

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

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

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

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

documents to DSA:

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

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

### **ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES**

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

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

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

c. Providing consultation concerning the replacement of work damaged by fire and furnishing services required in connection with the replacement of such work;

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

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

f. Providing contract administration services after the construction Contract time (including any Governmental Delay Float as addressed in the General Conditions of the Construction Contract with Contractor) has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor, and liquidated damages are collected therefor. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages;

g. Providing BIM documents that exceeds LOD 200; and

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

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

## **ARTICLE IV - DISTRICT'S RESPONSIBILITIES**

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

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

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

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

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

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

## **ARTICLE V - COST OF CONSTRUCTION**

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

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

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

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

5. Any Budget or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

6. If the lowest bid received exceeds the Budget:

a. The DISTRICT may give written approval of an increase of such fixed limit and proceed with the construction of the PROJECT;

b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;

c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Section 2;

d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or

e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the Construction Cost.

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

#### **ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS**

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

2. The ARCHITECT shall prepare and review the ARCHITECT's estimates of Construction Cost at each phase of the ARCHITECT's services. The ARCHITECT shall provide

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

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

### **ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS**

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files, BIM files and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's consultants for this PROJECT, shall be and remain the property of the DISTRICT.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications, or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the Construction Costs shall be paid to the ARCHITECT for such reuse. In the event of such reuse or modification of the ARCHITECT's drawings, specification, or other documents by any person, firm, or legal entity, the DISTRICT agrees to indemnify, defend, and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees accruing to, or resulting from, any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons including, but not limited to, death arising out of such unauthorized use, reuse or modification of the ARCHITECT's drawings, specifications, or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents for the purposes of additions, alignments, or other development on the PROJECT site.

### **ARTICLE VIII - TERMINATION**

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

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of the abandonment or postponement, plus any sums due the ARCHITECT for Board approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete

drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs, shall be deducted from payments due the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Section 4, below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by the DISTRICT upon fourteen (14) days' written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of notice of termination plus any sums due the ARCHITECT for Board-approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this Section through 50% completion of the ARCHITECT's portion of the PROJECT and, if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

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

#### **ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT**

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

#### **ARTICLE X - COMPENSATION TO THE ARCHITECT**

The DISTRICT shall compensate the ARCHITECT in an amount **not to exceed Three Hundred Eighty Thousand DOLLARS (\$380,000) including Twenty Thousand (\$20,000) design allowance** for this agreement as follows:

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

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

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

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

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

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

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

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

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

3. The ARCHITECT and its consultants shall maintain time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the DISTRICT to determine the services provided, and the time spent for each task. The DISTRICT and ARCHITECT may otherwise mutually agree, in



writing, on alternative types of information and levels of detail that may be provided by the ARCHITECT and its consultants pursuant to this Article X.

4. The ARCHITECT shall invoice all fees and/or costs monthly for the Basic Services that are provided in accordance with this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. The ARCHITECT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress to completion percentage, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the DISTRICT's authorization notice for the invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the DISTRICT and include a copy of the DISTRICT's written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. No payments will be made by the DISTRICT to the ARCHITECT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses and no claim by the ARCHITECT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the DISTRICT.

5. When ARCHITECT's Fee is based on a percentage of Construction Cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable, to the extent actual services are performed, in accordance with the schedule set forth in Article X, Section 2, above, based on the lowest responsive bid price.

6. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to the prior written approval of the DISTRICT. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

#### **ARTICLE XI - REIMBURSABLE EXPENSES**

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

- a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT which includes all the sets of the Construction Documents and all progress prints; and
- b. Approved agency fees.

2. Approved reimbursable expenses are estimated to be **Zero Dollars (\$0.00)** and this amount shall not be exceeded without the prior written approval of the DISTRICT.

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

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

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

## **ARTICLE XII - EMPLOYEES AND CONSULTANTS**

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

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultants and/or consultant firms proposed for the PROJECT. The ARCHITECT shall notify the DISTRICT of the identity of all design professionals and/or consultants in sufficient

time prior to their commencement of services to allow the DISTRICT a reasonable opportunity to review their qualifications and object to their participation on the PROJECT if necessary. The ARCHITECT shall not assign or permit the assignment of any design professionals, engineers, or other consultants to the PROJECT to which DISTRICT has a reasonable objection. Approved design professionals and/or consultants shall not be changed without the prior written consent of the DISTRICT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

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

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

### **ARTICLE XIII – MISCELLANEOUS**

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

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

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

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

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

c. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the ARCHITECT's proportionate percentage of fault.

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

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

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

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

b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, including:

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

c. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

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

e. Each policy of insurance required under Article XIII, Section 3(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the ARCHITECT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that the ARCHITECT subcontracts any portion of the ARCHITECT's duties, the ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII, Sections 3(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The ARCHITECT shall not subcontract any portion of the ARCHITECT's duties under this AGREEMENT without the DISTRICT's prior written approval. Specification

processing consultants are the only subcontractors exempt from maintaining professional liability insurance.

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

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

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

DISTRICT:

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

ARCHITECT:

19six Architects  
250 East Rincon Street, Suite 108  
Corona, CA 92879  
Attn: Monisha Adnani  
Telephone: (805) 963-1955  
Facsimile: (\_\_\_\_) \_\_\_\_-\_\_\_\_

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

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

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

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

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

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

12. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

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

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

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

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

***(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)***

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

ARCHITECT:

DISTRICT:

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 & Financial Services



**EXHIBIT "A"**

**ARCHITECT'S FEE SCHEDULE  
(for MVC Student Services Renovation Project)**

## FEE PROPOSAL

19six proposes following fee estimate based on our understanding of the scope of services for the proposed project.

*We would like to propose a kick off meeting to review the scope of services with the District and College in further detail, with the goal of confirming the scope of services and number of required meetings, and then negotiate the fee as needed prior to issuance of any agreement, if possible.*

Services shall include professional architectural, structural, mechanical, electrical, technology, cost estimating and Furniture Fixture Equipment. The scope of work shall be as described in the RFQ/P.

A breakdown of the services is as follows:

### **Project Phase**

1. Schematic Design Phase	\$ 50,750
2. Design Development Phase (Preliminary Plans)	\$ 54,300
3. Construction Document Phase (Final Plans)*	\$ 111,950
4. DSA Submittal	\$ 19,200
5. Bidding & Award Phase	\$ 6,150
6. Construction Phase	\$ 88,450
7. Project Closeout	\$ 6,950
8. Reimbursables (Fee is included above)	\$ 0
<b>Subtotal Total Fixed Fee</b>	<b>\$ 337,750</b>

**Furniture Fixture and Equipment** **\$ 22,250**

**Total Fixed Fee** **\$ 360,000**

Design Allowance (Authorized by District) **\$ 20,000**

**Total Fee** **\$ 380,000**

*Additional proposed fee if required;*

- *Upgrade of Electrical Service to the building - \$7,500*
- *Fire Sprinklers – Based on our initial code analysis, we are making the assumption that Fire sprinklers will not be required for this renovation. However, this will need to be confirmed with DSA and City of Riverside Fire department. In case Fire Sprinklers are required to be added to this building, then we are proposing an additional fee budget of \$36,800.*

*The proposed fee includes all labor, materials, tools, equipment, overhead, profit, and all other direct and indirect costs.*

*Please note: Structural engineering design is limited to structural design for architectural, mechanical, and electrical systems.*

## PROPOSED MEETINGS

### Schematic Design Phase

- Kick off meeting with the District, College Leadership, and User Group
- Site visit with consultants as needed
- Programming meeting to review program and design requirements
- One meeting to review initial design concepts
- Meeting to review revised design concepts
- Meeting to finalize the design and review project budget
- Pre-plan check meeting with DSA (if needed)

### Design Development Phase

- Attend two (2) design meetings as part of the DD phase
- Meeting to review final DD drawings and Cost estimate

### Construction Document Phase

- Attend two (2) meetings during this phase
- Meeting to review final DSA submittal drawings

### DSA Submittal

- Attend back-check meeting as required.

### Bidding Phase

- Attend job bid walk

### Construction Phase

- Attend preconstruction meeting
- 19six will attend the 6 construction visits
- Structural will attend 1 construction site visit
- MEP/FP/Technology consultant will attend 2 construction site visits
- Conduct (1) punch list visit

*Please note that the consultants will attend design phase meetings on as needed basis.*

EXCLUSIONS - The following are not included in our services described above:

- Major structural scope
- Civil and Landscape design
- Any Site improvements
- Underground utility investigation
- Utility monitoring or measurements
- Off-site improvements
- Custom exterior signage/lighting design
- Security and Risk assessments
- AV/TV broadcast Infrastructure
- 1<sup>st</sup> Responder or Cellular DAS Systems Designs - The amount of square footage of remodel does not trigger the code requirement for the installation of a 1st responder DAS system. The DAS system types - cell and 1st responder - are campus wide systems. Design of these systems is excluded from the project scope. This will need to be confirmed with County of Riverside Fire Department. However, the goal would be not to trigger this scope.
- Active electronics for data distribution (routers, servers, etc.), please see the allowance listed above.
- Telephone systems, other than infrastructure (conduit and j-boxes)
- Major value engineering or redesign due to construction cost increase.
- Commissioning
- Agency and LEED registration or certification fees
- Meetings beyond those listed above

# Board of Trustees Regular Meeting (VI.X)

Meeting	June 15, 2021
Agenda Item	Grants, Contracts and Agreements (VI.X)
Subject	Grants, Contracts and Agreements Multi-Prime Contractors Prequalification List for the Moreno Valley College Ben Clark Training Center Education Building I Project
College/District	Moreno Valley College
Funding	Moreno Valley College Measure C Allocation
Recommended Action	Recommend approving Multi-Prime Contractors Prequalification List for the Moreno Valley College Ben Clark Training Center Education Building I Project.

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## Background Narrative:

On April 20, 2021, the Board of Trustees approved Board Resolution Number 46-20/21 authorizing the prequalification of multi-prime contractors/bidders for the Ben Clark Training Center Education Building I project.

The District issued a request for qualifications (RFQ) on April 21, 2021 via public advertisement seeking multi-prime contractors to prequalify for the twenty (20) trade bid packages in connection with the BCTC Education Building I Project. On May 18, 2021, the District received 167 applications, reviewed the questionnaires and financial statements, conducted reference checks, and prequalified 151 applications that met the minimum prequalification requirements.

It is recommended that the Board of Trustees approve the multi-prime contractors prequalification list for the Moreno Valley College Ben Clark Training Center Education Building I Project.

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

Wednesday, June 2, 2021

Reference: Moreno Valley College Ben Clark Training Center Education Building I  
– Multi-Primes Contractor Prequalification - RFQ No. 16-20/21-5

Prequalification applications for Moreno Valley College Ben Clark Training Center Education Building I were received on or prior to May 18, 2021. Below is the list of approved prequalification list for each multi-prime contractors.

**Bid Package #1 General Requirements**

1. AID Builders, Inc.
2. CTG Construction, Inc. dba CT Georgiou Painting
3. Dalke & Sons Construction
4. Inland Building Construction
5. Roadway Engineering & Contracting, Inc.
6. RVH Construction, Inc.

**Bid Package #2 Demolition, Earthwork, & SWPPP**

1. AID Builders, Inc.
2. American Integrated Services, Inc.
3. AMPCO Contracting, Inc.
4. Crew, Inc.
5. Integrated Demolition and Remediations, Inc.
6. Ironclad General Engineering, Inc.
7. J/K Excavation & Grading Co., Inc.
8. James McMinn, Inc.
9. Lee & Stires, Inc.
10. Roadway Engineering & Contracting, Inc.
11. Southern California Grading

**Bid Package #3 Site Utilities**

1. AID Builders, Inc
2. Bali Construction, Inc.
3. Fischer, Inc.
4. Interpipe Contracting, Inc.
5. James McMinn, Inc.
6. Kerm Inc.
7. Miller Plumbing Inc.
8. Pro-Craft Construction
9. Roadway Engineering & Contracting. Inc.
10. Ferreira Construction Co, Inc. dba Ferreira Coastal Construction

**Bid Package #4 Landscaper & Irrigation**

1. Brightview Design Group & Landscape Development

2. Griffith Company
3. Marina Landscape Inc.
4. Pierre Landscape Inc.

**Bid Package #5 Structural Concrete, & Reinforcing Steel**

1. Bomel Construction Co., Inc.
2. Bravo Concrete Construction Services, Inc.
3. Brian Devries Construction Inc.
4. Coan Construction Co., Inc.
5. Hamel Concrete, Inc.
6. Inland Building Construction
7. Jesowski + Markel Contractors Inc. dba J&M Concrete Contractors
8. K.A.R. Construction
9. NMN Construction, Inc.
10. QSB Construction
11. Roadway Engineering & Contracting, Inc.
12. Robert Clapper Construction Services, Inc. dba RC Construction Services, Inc.

**Bid Package #6 CMU**

1. Kretschmar & Smith Inc
2. New Dimension Masonry, Inc.
3. Winegardner Masonry, Inc.

**Bid Package #7 Structural Steel, Misc. Metals, Metal Deck, & Stairs**

1. Columbia Steel, Inc
2. KCB Towers, Inc.
3. Muhlhauser Steel, Inc.
4. Orange County Erectors. Inc.
5. RND Contractors Inc.
6. Schroeder Iron Corporation

**Bid Package #8 Architectural Millwork & Cabinets**

1. Dennis Reeves, Inc.
2. Fremont Millwork Co.
3. Spooner Woodworks, Inc.
4. Southwest Door & Frame, Inc.
5. Stolo Cabinets, Inc.

**Bid Package #9 Roofing, Waterproofing, Sheet Metal, Metal Panels, & Roof Accessories**

1. Anning Johnson Company
2. Best Contracting Services, Inc.
3. Chapman Coast Roof Co, Inc.
4. Commercial Roofing Systems, Inc.
5. Commercial Waterproofing Systems, Inc. dba ERC Roofing & Waterproofing
6. Danny Letner, Inc. dba Lener Roofing Company
7. Risher Sutherland Inc. dba United Contractors

8. Rite Way Roofing Co., Inc.
9. Sylvester Roofing Co., Inc.

**Bid Package #10 Doors, Frames, & Overhead Doors**

1. Abba Distributors, Inc. dba Design Hardware Co.
2. Inland Building Construction Companies
3. Montgomery Hardware Co.
4. Southwest Door & Frame, Inc.
5. Spooner's Woodwork, Inc.
6. Star Hardware
7. Whitehead Construction, Inc.

**Bid Package #11 Glass & Glazing**

1. Best Contracting Services, Inc.
2. E & R Glass Contractors, Inc.
3. Golden Glass, Inc.
4. Queen City Glass
5. Summit Glass Corporation
6. Tower Glass, Inc.

**Bid Package #12 Rough Carpentry, Metal Framing, Drywall, Insulation & Plaster**

1. Best Interiors, Inc.
2. Brady Company/Los Angeles, Inc.
3. Caston, Inc.
4. Cuyamaca Construction Inc.
5. Infinity Drywall Contracting, Inc.
6. Mirage Builders Inc.
7. The Nevell Group, Inc.
8. Raymond-San Diego, Inc.
9. RVH Construction, Inc.
10. Sierra Lathing Company, Inc.
11. Standard Drywall, Inc.
12. W.S. Klem Contractor, Inc.
13. Infinity Structures, Inc.

**Bid Package #13 Acoustical Ceilings**

1. CG Acoustics. Inc.
2. The Nevell Group, Inc.
3. Raymond-San Diego, Inc.
4. Southcoast Acoustical Interiors, Inc.
5. Preferred Ceilings, Inc.

**Bid Package #14 Flooring & Ceramic Tile**

1. Charles McCandless Tile Contractor, Inc.
2. Continental Marble & Tile Company

3. Floor Tech America
4. Interior Resource, Inc. dba Commercial Interior Resources
5. Lawrence W. Rosine Co.
6. Mike Payne & Associates, Inc.
7. Pro Installations, Inc. dba ProSpectra Contract Flooring
8. Riccardi Floor Covering Inc.
9. Signature Flooring, Inc.
10. The M.S. Rouse Company

**Bid Package #15 Painting**

1. Borbon Incorporated
2. CTG Construction, Inc. dba CT Georgiou Painting Co.
3. Randall McAnany Company
4. Streamline Painting, Inc.
5. Painting and Décor, Inc.

**Bid Package #16 Misc. Specialties**

1. Centre Builders, Inc.
2. Dalke & Sons Construction
3. Inland Building Construction Companies, Inc.
4. RVH Construction, Inc.

**Bid Package #17 Fire Protection**

1. Apex Fire Protection, Inc.
2. Daart Engineering Company, Inc.
3. Fischer, Inc.
4. HC West LLC dba A&D Fire
5. JG Tate Fire Protection Systems, Inc.
6. Pro-Craft Construction, Inc.

**Bid Package #18 Plumbing**

1. AID Builders, Inc.
2. City Commercial Plumbing, Inc.
3. Continental Plumbing, Inc.
4. Don Brandel Plumbing, Inc.
5. Fischer, Inc.
6. H.L. Moe Co., Inc.
7. Interpipe Contracting, Inc.
8. MPI- Miller Plumbing, Inc.
9. Pacific Plumbing Company Santa Ana
10. Pro-Craft Construction, Inc.
11. Empyrean Plumbing, Inc.

**Bid Package #19 HVAC**

1. ACH Mechanical Contractors, Inc.
2. Air Ex Air Conditioning, Inc.



3. Arrowhead Mechanical, Inc. dba Arrowhead Sheet Metal
4. Allison Mechanical, Inc.
5. Coutts Heating & Colling, Inc.
6. West Tech Mechanical, Inc.
7. Chapman Aire Systems, Inc. dba WR Robbins Co.
8. Christina Brothers Mechanical Services, Inc.
9. Brymax Construction Services, Inc.

**Bid Package #20 Electrical, Lighting, Low Voltage, Fire Alarm, AV and Telecom**

1. AJ Kirkwood & Associates, Inc.
2. Rancho Pacific Electric Construction, Inc.
3. Daniel's Electrical Construction Co., Inc.
4. R.I.S. Electrical Contractors, Inc.
5. Southern California West Coast Electric, Inc.
6. F.E.C. Electric, Inc.
7. Rosendin Electric, Inc.
8. Champion Electric, Inc.
9. RDM Electric Co., Inc.

# Board of Trustees Regular Meeting (VIII.F)

Meeting	June 15, 2021
Agenda Item	Resources (VIII.F)
Subject	Resources 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 the Budget Augmentation for RCC Life Sciences and Physical Sciences Reconstruction Project for Business Education and Computer Information Systems in the total amount of \$3,133,000 as follows: \$2,385,000 state allocation and \$748,000 local contribution from RCC General Funds.

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## Background Narrative:

On August 18, 2020, the Board of Trustees approved the RCC Life Science and Physical Science Reconstruction Project for the Business Education (BE) and Computer Information Systems (CIS) in the total amount of \$35,004,000 as follows: \$26,592,000 state allocation and \$8,412,000 local contribution.

During the preliminary planning phase, the following issues were discovered:

- 1) The project requires mandatory structural seismic and rehabilitation upgrades to comply with California Administrative Code (CAC) 4-309(c)1.
- 2) The project requires extensive hazardous materials abatement and remediation based on a comprehensive hazardous assessment performed in compliance with the State environmental regulations.

The project budget was updated to reflect increased costs of \$3,133,000 for both the mandatory structural seismic upgrade and hazardous materials abatement. A budget change request was submitted to the State Chancellor's Office detailing the changes.

On March 11, 2021, the Department of Finance (DOF) approved the budget augmentation in the total amount of \$3,133,000 with 76% to be provided by the state and 24% to be provided by a local contribution in proportion to the original project budget allocation.

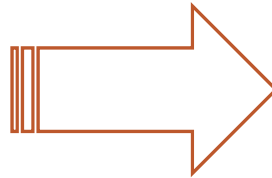
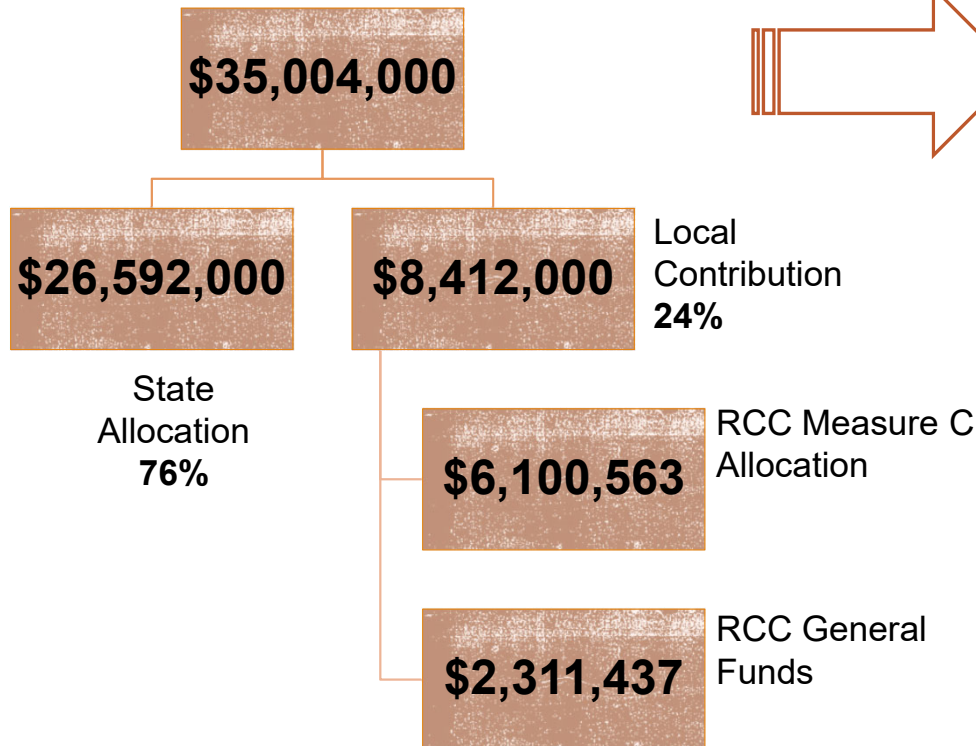
It is requested that the Board of Trustees approve the budget augmentation for the RCC Life Science and Physical Science Reconstruction Project for Business Education and Computer Information Systems in the total amount of \$3,133,000 as follows: \$2,385,000 state allocation and \$748,000 local contribution from RCC General Funds, to increase the total project from \$35,004,000 to \$38,137,000.

Prepared By: Gregory Anderson, President, Riverside City College  
Chip West, Vice President, Business Services, Riverside City College  
Aaron S. Brown, Vice Chancellor, Business & Financial Services  
Misty Griffin, Accounting Services Manager  
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development

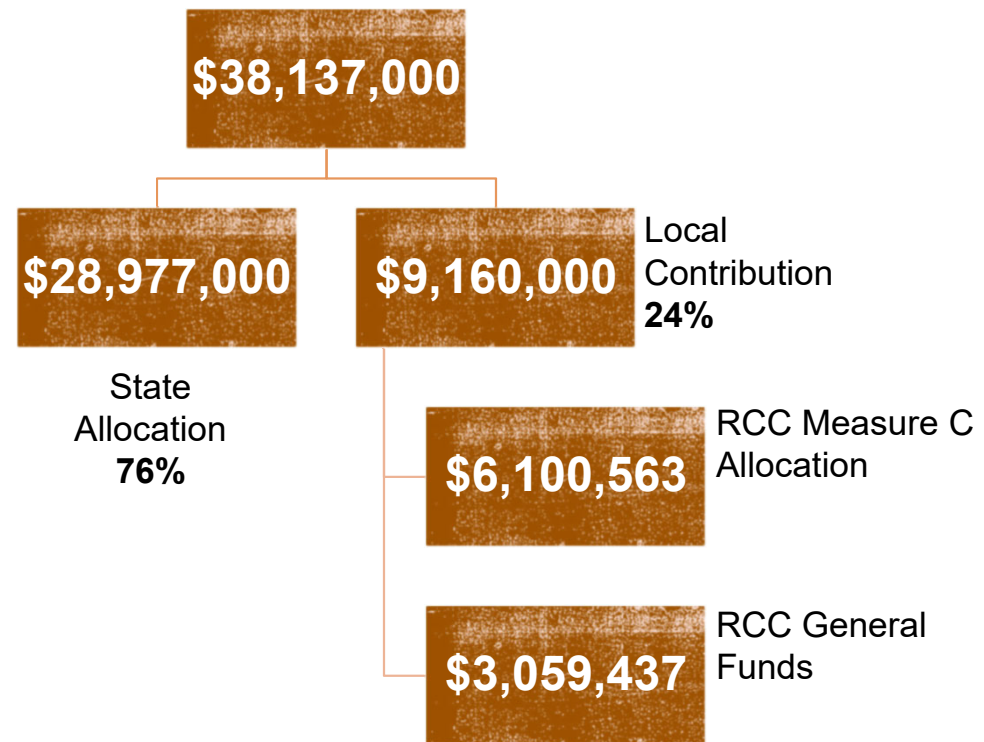
Merhan Mohtasham, Director, Capital Planning

# LS/PS RECONSTRUCTION PROJECT BUDGET BREAKDOWN

State/Board Approved Project Budget  
August 18, 2020



State/Board Approved Project Budget  
June 15, 2021



# Board of Trustees Regular Meeting (VI.Y)

Meeting	June 15, 2021
Agenda Item	Grants, Contracts and Agreements (VI.Y)
Subject	Grants, Contracts and Agreements Agreement Amendment No. 1 with 19Six Architects for 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. 1 with 19Six Architects to replace contract reimbursables for the total amount of \$50,000 with contract allowances of \$50,000.

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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.

The intent of the \$50,000 was for contract allowances that could be used for additional scope of work in excess of the original architectural services agreement arising from unforeseen or code changes imposed by external agencies such as the Division of the State Architect (DSA) or the City of Riverside. However, the \$50,000 was labeled as contract reimbursable expenses in error in the original agreement.

It is recommended that the Board of Trustees approves Agreement Amendment No. 1 with 19Six Architects to change the \$50,000 contract reimbursables with \$50,000 contract allowances. This amendment will not change the not-to-exceed total agreement amount of \$2,329,653.

Prepared By: Gregory Anderson, President, Riverside City College  
Chip West, Vice President, Business Services, Riverside City College  
Aaron S. Brown, Vice Chancellor, Business & Financial Services  
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development  
Misty Griffin, Accounting Services Manager  
Mehran Mohtasham, Director, Capital Planning  
Bart Doering, Director, Facilities Development

FIRST (1) 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. The original agreement with 19SIX ARCHITECTS included \$50,000 for contract reimbursables. This amendment will deduct the \$50,000 contract reimbursables that is no longer applicable to the scope of work and replace it with \$50,000 contract allowances. Contract allowances will be used for additional architectural and engineering services that are outside the original scope of work of 19SIX ARCHITECTS. This Amendment will not change the not to exceed amount of \$2,329,653 for 19SIX ARCHITECTS agreement.

The agreement is hereby amended as follows:

Deduct the \$50,000 contract reimbursables and add \$50,000 contract allowances for additional architectural and engineering services. Compensation of this amended agreement shall not exceed the original approved agreement amount of \$2,329,653. The term of this agreement is unchanged and shall be from the original agreement date of August 18, 2020, to the completion of the project.

Contract Basic Services	\$2,279,653	..... (1)
Contract Reimbursables	\$50,000	..... (2)
<hr/>		
Total Contract Amount ( <i>Original</i> ) with Reimbursables	\$2,329,653	..... (3) = (1)+(2)
Deductive Change (Contract Reimbursables)	(\$50,000)	..... (4)
Additional Change (Contract Allowances)	\$50,000	.....(5)
<hr/>		
Total Contract Amount ( <i>Revised</i> ) with Allowances	\$2,329,653	..... (6) = (3)+(4)+(5)

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: \_\_\_\_\_

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

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

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:** Utilize the project allowance to pay for additional architectural and engineering services requested by the Division of the State Architect and City of Riverside. These changes were not part of the original architectural services agreement.

**Additional Service #1 (DSA Additional Elevator Accessibility & Structural Canopy):** This scope includes revising the site access to the elevator on first floor and adding a structural canopy on the second floor in order to provide covered access to the elevator as requested by DSA.

Total Amount: \$34,420

**Additional Service #2 (City of Riverside Emergency Radio Responder Communications System):** This scope includes performance specification for the Emergency Radio Responder Communications System Design (ERRCS), Distributed Antenna System (DAS), for the proposed project. The system is required by the City of Riverside ordinances & DSA new code change.

Total Amount: \$11,890

Contract Amount with Basic Services	\$2,279,653	.....	(1)
Contract Allowance	\$50,000	.....	(2)
<hr/>			
Total Contract Amount (Revised) with Allowance	\$2,329,653	.....	(3) = (1)+(2)
Contract Allowances	\$50,000	.....	(2)
Allowance Authorization #1 (Add Services #1)	(\$34,420)	.....	(2.1)
Allowance Authorization #2 (Add Services #2)	(\$11,890)	.....	(2.2)
<hr/>			
Remaining Contract Allowance	\$3,690	.....	(3)=(2)+(2.1)+(2.2)

The Not-To-Exceed Amount for 19six Architects' Architectural Services Agreement has not changed.



## OWNER/ARCHITECT ALLOWANCE No. 1

Date: January 25, 2021

Project: Riverside Community College District  
Riverside City College  
**LS/PS Building Renovation – Additional DSA requested Changes**

PMSM Project No: 20101.01

Contract Date: September 16, 2020

### **Modifications to Basic Contract:**

This scope includes revising the site access to the elevator on first floor and adding a canopy on the second floor in order to provide covered access to Elevator as requested by DSA.

Per our meeting with the State Architect's office on 11/3/2020, DSA requested providing a weatherproof access to elevator in order to provide equal facilitation for persons in wheelchair. This includes designing a new site canopy for the walkway leading to existing elevator on level 2. The sidewalk on the lower level needs to be redesigned to provide access to the elevator below the existing balcony.

The current concept shows a steel-framed canopy anchored to the top of the existing concrete bridge structure. Redesigning the ramps on first floor.

- 19six will design and document the proposed canopy, ramp and railing. Will provide details and coordinate with consultants as needed.
- Structural Engineering will provide calculations and details for the new canopy, as well as justification of the existing concrete structure and foundations for the added mass. JAMA will also provide strengthening details of the concrete structure, as required, to accommodate the new steel canopy structure.
- Civil engineer will provide the redesign of the site ramps to be located below the existing walkway.
- P2S engineering will be providing lighting design and photometrics as needed.
- This proposal includes fee for design, DSA approval, and CA services (RFIs and submittals).

*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.

**Third Floor Design Revisions**

19six Architects	\$	10,870
John Martin Associates	\$	16,600
P2S Engineering	\$	4,050
KCT Consultants	\$	2,900

**Total Proposed Fee** **\$ 34,420 Fixed Fee**

**Updated Compensation Summary:**

Original Contract (18103.01) SD-CA Phase	\$ 2,279,653 Fixed Fee
Contract Allowance #1 (18103.01) DSA Requested Scope Changes	\$ 34,420 Fixed Fee

*Mehran Muktasham*

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

## OWNER/ARCHITECT ALLOWANCE No. 2

Date: April 29, 2021

Project: Riverside Community College District  
Riverside City College  
**LS/PS Building Renovation – ERRCS DAS Design**

PMSM Project No: 20101.01

Contract Date: September 16, 2020

### Modifications to Basic Contract:

This scope includes performance specification for the Emergency Radio Responder Communications System Design (ERRCS) Distributed Antenna System (DAS) for the proposed project. The system is required by the City of Riverside ordinances, policies, and standards, and per new DSA code change .

- 19six will design the required rated chase within the building for cable pathways. Will provide details and coordinate with consultants as needed.
- P2S engineering will providing the following as needed:
  - Infrastructure and systems design requirements to provide for radio coverage for emergency responders within the building. Infrastructure includes coordination with power and fire alarm. Designs shall be based on the existing coverage levels as defined by the City of Riverside, the authority having jurisdiction.
  - The ERRC performance requirements and system performance requirements and specifications designed in accordance with NFPA 1221 – 2019 edition, The California Building Code – 2019 edition, The California Fire Code Section 510 – 2019 edition, NFPA 72 - 2019 edition, and the City of Riverside ordinances, policies, and standards.
- This proposal includes fee for design, DSA approval, and CA services (RFIs and submittals).

*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.

**Total Proposed Fee** **\$ 11,890 Fixed Fee**

**Updated Compensation Summary:**

Original Contract (18103.01) SD-CA Phase	\$ 2,279,653 Fixed Fee
Contract Allowance #1 (18103.01) DSA Requested Scope Changes	\$ 34,420 Fixed Fee
Contract Allowance #2 (18103.01) ERRCS DAS Design	\$ 11,890 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