

## **Facilities Planning and Development Council**

*August 25, 2022*

*Zoom Conference Call*

*10:00a.m. – 11:30a.m.*

### **AGENDA**

#### **I. WELCOME AND CALL TO ORDER**

#### **II. APPROVAL OF MINUTES**

- A. July 28, 2022

#### **III. FACILITIES PLANNING UPDATES**

- A. Facilities Master Plans
- B. CCCC'O Facilities Planning
- C. Policies and Procedures
- D. Long-Term Capital Facilities Program
- E. Sustainability and Climate Action
- F. Student Housing Initiatives
- G. Legislative and Regulations Updates

#### **IV. COVID-19 AND FACILITIES IMPACTS**

- A. Construction under COVID-19

#### **V. PROJECT UPDATES**

- A. Division of the State Architects
- B. Capital Projects Status Report
- C. Scheduled Maintenance Projects

#### **VI. OTHERS**

- A. Facilities Dedications Events (Ground Breaking & Grand Opening)

#### **VII. NEW AGENDA ITEM(S); ADDITIONAL MATERIALS; PRESENTATIONS**

- A. Board Reports – August 2022
- B. Gifting Public Funds

#### **VIII. Guests**

- A. The Scion Group, Presentation - Student Housing Survey Study Market Demand Analysis and Financial Modeling



## FACILITIES PLANNING and DEVELOPMENT COUNCIL

July 28, 2022 Zoom Conference Call

10:00a.m. – 11:30a.m.

### MEETING MINUTES

#### MEMBERS AND ATTENDEES:

Name	Title	Present YES/NO
<b>Majd Askar</b>	Moreno Valley College – Vice President Business Services	YES
<b>Ron Kirkpatrick</b>	Moreno Valley College – Director of Facilities M&O	YES
<b>Robert Fontaine</b>	Moreno Valley College – Faculty Representative, CTA/AS	YES
<b>Monica Hernandez</b>	Moreno Valley College – Faculty Representative, CTA/AS	NO
<b>TBD</b>	Moreno Valley College – Classified Representative, CSEA	NO
<b>Michael Collins</b>	Norco College – Vice President Business Services	YES
<b>TBD</b>	Norco College – Director of Facilities M&O	NO
<b>Travonne Bell</b>	Norco College – Manager of Facilities, Grounds, & Utilization	YES
<b>Kimberly Bell</b>	Norco College – Faculty Representative, Academic Senate	YES
<b>TBD</b>	Norco College – Classified Representative, CSEA	NO
<b>Jo Ann Higdon</b>	Riverside City College – Interim Vice President Business Services	YES
<b>Robert Beebe</b>	Riverside City College – Director of Facilities M&O	YES
<b>Krystin Mendez</b>	Riverside City College – Assistant Director of Facilities M&O	NO
<b>Chi Ishihara</b>	Riverside City College – Faculty Representative, CTA/AS	NO
<b>Laneshia Judon</b>	Riverside City College – Faculty Representative, CTA/AS (Rotating)	NO
<b>Don Wilcoxson</b>	Riverside City College – Faculty Representative, CTA/AS (Rotating)	NO
<b>TBD</b>	Riverside City College – Faculty Representative, CTA/AS (Rotating)	NO
<b>TBD</b>	Riverside City College – Classified Representative, CSEA	NO
<b>Misty Griffin</b>	District – Director of Business Services	YES
<b>Susanne Ma</b>	District – Director of IT, Infrastructure and Systems	NO
<b>Beiwei Tu</b>	District – Director of Risk Management	NO
<b>Rochelle Durant</b>	District – Student Trustee	NO
<b>Hussain Agah</b>	District – Associate Vice Chancellor, FPD	YES
<b>Mehran Mohtasham</b>	District – Director of Capital Planning	YES
<b>Bart Doering</b>	District – Facilities Development Director	YES
<b>Myra Nava</b>	District – Facilities Planning Specialist, Support Services	YES
<b>Janna Accomando</b>	District – Facilities Planning Specialist, Accounting	NO
<b>Evelyn Ault</b>	District – FPD (Recorder)	YES

Riverside Community College District Facilities Planning and Development (FPD) supports the educational mission of the District and 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 FPD administers the facilities improvements to ensure compliance with the District Strategic Plan and Colleges Facilities Master Plans, and manages the planning, development and implementation of the District Five (5) Year Capital Outlay plan and Long-term Capital Facilities program. The department is also responsible for formulating, promoting, guiding, and administration of district policies and procedures associated with planning, design, construction and development functions.

## I. CALLED TO ORDER

- A. By Hussain Agah

## II. APPROVAL OF MINUTES

- A. Motion to Approve April 28, 2022 Meeting Minutes by Beebe. Second by Kirkpatrick.  
 B. Motion to Approve June 30, 2022 Meeting Minutes by Askar. Second by Kirkpatrick.

**ACTION:** *None*

## III. FACILITIES PLANNING UPDATES

### A. Facilities Master Plans Updates

1. **MVC:** The College's facilities master plan (FMP) was BOT approved in June 2019. **No update.**  
The college's comprehensive master plan (E/PMF) was BOT approved in August 2021.
2. **NC:** The College's facilities master plan (FMP) was BOT approved in June 2019. **No update.**
3. **RCC:** The College's facilities master plan (FMP) was BOT approved in December 2018. **No update.**
4. **District Unified FMPs:** The district-wide unified FMP's prioritized projects list "preliminary" was posted under the District website, including project descriptions and conceptual budgets. **No update.**
  - i. Agah stated that the District Unified FMP's will need to be updated regularly and should reflect the Educational/Facilities Master Plan updates.

### B. CCCC'O Facilities Planning Update:

1. **Five-Year Capital Construction Plans (5YCCP) & Capital Outlay Program:**
  - i. **2022 Five-Year CCP:** The 5YCCP was submitted to the June BOT and to the state by the deadline of August 1, 2022. The state did not require hard copies to be mailed and asked to receive all documents by email.
  - ii. The District 5YCCP will be presented to BOT on June 14, 2022. The 5YCCP included the following submissions:
  - iii. **RCC:**
    - a) New FPP – Cosmetology Project (Growth).
    - b) IPPs – 1. Visual Arts Complex (Phase I) (Growth); 2. Advanced Technology (Growth); 3. MLK Modernization.
  - iv. **MVC:**
    - a) Revised FPP Library Learning Resource Center (Growth).
    - b) IPPs – 1. Biological & Physical Sciences (Growth); 2. Kinesiology, Athletics (Growth); 3. Ben Clark Training Center Education Center Building Phase II (Growth) and is lining up as a standalone FPP next year; 4. Fine & Performing Arts Complex (Growth).
  - v. **NC:**
    - a) New FPP – Library Learning Resource Center and Student Services (Growth).
    - b) IPPs – 1. STEM Phase I (Growth); 2. Student Services Welcome Center (Growth); 3. Social & Behavioral Science Phase I (Growth).

**ACTION:** *None*

- vi. **State Capital Outlay Re-categorization and Prioritization (New Scoring Methodology):** All FPPs submitted in 2022's 5YCCP for consideration for the 2024/2025 spending plan will be scored using the new metrics. The DOF approval requires 25% local contribution for FPPs. Colleges' FPPs are not eligible for hardship waivers.

**ACTION:**

- *No update*

2. **Building Naming Reconciliation:** FPD will be working with colleges to reconcile the building names in FUSION and college Live 25 system to reflect FTES and FTEF.

**ACTION:**

- *No update*

3. **Five (5) Year Scheduled Maintenance Plan & Instructional Support**

- 2021-2022:** Agah stated the district received \$14.1M, \$10.5 towards scheduled maintenance and \$3.6 towards instructional support. Griffin stated the funding has been split by the current year BAM allocation.
- Mohtasham stated that 5Y Instructional Support Plan was submitted to the state on December 13, 2021.
- The May Revise budget approved \$840M in SM funding for FY2022/23. RCCD allocation will be approximately \$22M. The memo regarding the 2022/23 allocation should be received from the state in mid-July. The state will have a new SM category called Energy Efficiency and Solar. RCCD will have a district and college task force to discuss the best utilization of the SM funding. Mohtasham and Nava are working with the colleges on their SM to review and identify any changes that need to be provided to the State. Mohtasham and Nava contacted the state and requested an increase to the permit and soft cost elements on the SM form, the state is reviewing the request.

**ACTION:**

- *Streamline the PPIP process so administering the program will be more efficient; identify SM funds for the Solar project and allocate the remainder to the colleges' SM funds*

4. **Space Inventory (SI)**

- 2022 SI Submittal:** The current SI reports from FUSION were sent to the colleges with a deadline of August 31, 2022 to make any changes. Alma Strategies has requested a meeting with the colleges. FPD will reach out to the colleges before that meeting to determine if there are specific questions about their SI reports.

**ACTION:**

- *Any changes to the college SI needs to be reported to FPD to be reflected in FUSION.*

5. **Facilities Conditions Assessment (FCA)**

- Agah requested that the colleges use the FCA for the development of the 5-Year Schedule Maintenance Plan. NC stated the assessments have not been used yet. RCC uses it as a database and has not used the assessment as yet. Agah has recommended that these databases be used for 5YSMP.
- Nava stated the Facilities Condition Assessment scores on the FCI will affect the scoring on the modernization projects as well as the FTES.
- A strategy to complete the floor plan updates is being discussed for all the colleges. FPD will update all of the floorplans in FUSION with help from the colleges.
- Nava stated the district is far down on the state's list, the assessment may be scheduled in late 2023. The state will send an update when they have a better timeframe.

**ACTION:**

- *No update*

## C. Policies and Procedures:

### 1. Board/Administrative Policies:

- i. Under the Public Contract Code 20651 during a bid process the communication protocol guidelines must be followed and the college should direct vendors/bidders to Purchasing (in writing) to avoid interference.

### 2. Land Use Development and Public-Private-Partnership

- i. The Land Use Development and Public-Private-Partnership (P3) policies are approximately 95% complete and are being reviewed by VC Brown. The policies will go to the Chancellor for review and then be presented to FPDC.

#### **ACTION:**

- *The Scion Group is helping the District with the new BP/AP regarding land use development & Public-private-development. **No Update***

### 3. Milestone Signoff Documents:

- i. Doering reviewed and described the **Capital Construction Project Design Milestone** form and the **Certificate of Substantial Completion Milestone** form. The Capital Construction Project Design Milestone form shows all stakeholders involved and will be utilized for larger projects to approve the design and moves the project from one phase to another. The Certificate of Substantial Completion Milestone form lets the college know that the construction contracts show they are substantially complete and the building can begin to be occupied. It is a contractual requirement and is the last step in getting the project closed out. A similar form will be developed for a CM Multi Prime.

#### **ACTION:**

- *Incorporate the process into an administrative policy for efficiencies and consistencies. **No update***

### 4. Prequalification List and Process:

- i. **Professional Services:** RFQs to establish pre-qualified lists for Surveying, Environmental, and Commissioning Consultants will be in place in the near future. The RFQ has not been drafted yet.
- ii. **Construction Services:** FPD has established a process to prequalify general contractors/primes in compliance with Public Contract Code section 20651.5 that requires a public agency like RCCD to establish a procedure to include a standardized questionnaire, financial statement, and an appeals process.
- iii. **CUPCCCA:** Vendors can register for a prequalification on Purchasing's website throughout the year.
- iv. **Professional Services Qualification Process:** Agah shared the PowerPoint presentation for the new transparent boilerplate qualification RFQ/P process that was formulated to prequalify professional services such as CM's, architects and specialty consultants. The RFQ/P has specific questions for specific trades and services, and specific scoring for each. The process is tailored to specific projects using a standard scoring metrics and includes the appropriate agreement as part of the packet. Interviews of the three to five highest scoring proposals will be conducted. A committee will be formulated each time and will be asked to look at all of the qualifications independently. The committee will be provided with pre-RFQ/P training.

#### **ACTION:**

- *Incorporate the process into an administrative policy for efficiencies and consistencies. **No update***

### 5. Consultants Engagement Process:

- i. Askar/Agah discussed and presented the prequalified consultant engagement process in alignment with the District BP/AP and best practices as follows:

- a) **Below \$25,000:** Obtain a minimum (1) one proposal from District Prequalified list of consultants; the work should not start without a PO in place; no board report is required.
  - b) **Over \$25,000 to \$99,100:** Obtain a minimum (3) three proposals from District Prequalified list of consultants; use the District's small-scale RFP format; qualified-based selection; the work should not start without an executed contract and PO in place; no board report is required.
  - c) **Over \$99,100:** Send formal RFP to the entire District Prequalified list of consultants; utilize the formal RFQ/P process with scoring methodology and selection criteria; qualified-based selection; the work should not start without an executed contract and PO in place; board report is required.
- ii. The administrative policy, regarding the process, will also be developed.
  - iii. Askar reviewed the internal process for obtaining quotes using prequalified lists. The BP/AP talks about the different thresholds but does not include the section for professional services.

**ACTION:**

- *Incorporate the process into an administrative policy for efficiencies and consistencies. **No update***

**D. Long-Term Capital Facilities Program**

- 1. The LTCFP was BOT approved on March 17, 2020. Some budget has been identified for the critical mission plans: Sustainability initiatives, integrated energy and infrastructure.
  - i. Agah stated the NC Center for Human Performance & Kinesiology Capital Facilities project is in the preliminary planning phase, FPD provided the 2011/12 design standard to DLR group. Using an outdated design specification is a concern. The goal is to update the district standard and college design guidelines, it requires approximately \$150,000-\$250,000 to complete depending on the level of detail. VCBFS has added this item to the District Strategic Plan request. FPD can work with the college to use the standard as a guideline.
  - ii. Collins stated NC will utilize the same standards that were used on the Veterans Resource Center project.
  - iii. Ma stated the cabling specifications have not changed too much, they are not that outdated, and the networking equipment has been quoted per project, so it is ok. The only problem is the room size, the rack changes and what technology is planned to be in the room.

**ACTION:**

- ***No update***

**2. Total Cost of Ownership (TCO):**

- i. Agah stated that the district will be working with the colleges to develop a TCO prototype metrics districtwide. The TCO is a requirement for Accreditation, and GO Bond and best practices. It will capture all utilities, scheduled maintenance, capital renewal, custodial and grounds, staffing requirements for new funded/approved projects, cradle to grave concept. It is recommended to use APPA Standards.
  - a) Agah stated that a part of DLR's sustainability scope of work and deliverables is to help the district create a TCO prototype.
- ii. FPD continues to meet with the colleges and DLR to discuss and brainstorm the best practices to address the districtwide TCO model and get a better understanding about the day-to-day operation and how each college would have done it, if any.
- iii. Mohtasham stated FPD is working with DLR and District IT to determine how the TCO and Energy dashboards can be migrated from the DLR iCloud server to the District's iCloud server. There is an ongoing discussion regarding the cost to complete the task.
- iv. At the last meeting with DLR there were questions about having the new building vs existing buildings in the plan. The questions and comments were sent to DLR who are working to make changes and modifications to the TCO model and framework.
- v. There are items still being added to the model. A link should be available in approximately 2 weeks to modify, review and provide feedback.
- vi. DLR reviewed the TCO and provided details at additional meetings. A final meeting will be scheduled in the next two weeks.

**ACTION:**

- *A meeting with Coast CCD, FPD, the colleges and DLR is being considered; schedule the TCO final meeting.*

**E. Climate Action and Sustainability Stewardship (SCAP)****1. Districtwide Sustainability & Environmental Responsibility Planning Update:**

- The committee resumed meetings for 2022. The committee discussed the charge, mission and vision of the District Sustainability Committee, discussed the proposed change to some of the language and began reviewing the details of each of the impact areas (Decarbonization/Climate Justice, Water/Ecosystem, Waste/Procurement, Academic, Engagement, Health/Wellbeing, Resiliency, Trust/Transparency), and develop specific goals, objectives, measures, metrics and milestone for each one of them.
- Agah stated the committee is meeting monthly; the minutes were attached on the FPDC agenda at the March FPDC meeting. The charge, mission and vision are still in draft format.
- Nineteen meetings have been conducted between the colleges, the District and DLR.
- Linsey Graff from DLR provided a Sustainability presentation to FPDC.
- SCAP development updates were provided to the Board of Trustees on June 14, 2022. Reminders were sent to the colleges to review the plan, the draft has been formalized and is under review, and only a few comments have been received. A meeting will be scheduled for the SCAP Page Turn for the committee to provide their input.

**ACTION:** *Schedule the Page Turn committee meeting*

**2. Solar Planning Initiative (Solar Plan):**

- The project is in the procurement phase (GC 4217).
- The CEQA consultant, Dudek, filed all exemptions for the solar projects and was approved by BOT in August 2021. The initial/feasibility assessments on the hillsides site require a Mitigated Negative Declaration (MND).
- The Solar Planning Committee selected Total Energies, formerly SunPower. Contract negotiations are ongoing for approximately \$29M to do all of the solar system and battery storage across five sites - BCTC, MVC, NC, RCC and district office. A negotiations meeting occurred on July 5, 2022. The process has taken longer than originally planned due to the complexity of the project, it is anticipated to go to the BOT by August 2022.
- The loan won't be secured until the District reached an agreement with TotalEnergies and submit the design-build contract to the board for approval.
- The CEQA (including DTSC) process has begun with Dudek; it is scheduled to be completed by the end of August 2022. Sampling is happening today at NC and MVC. Two tribes sent requests consultation as a result of the AB52 notification.
- Total Energies requested an electrical audit at CAADO, CSA and Norco College. There is no electrical audit required at RCC and MVC due to the tie in to the 12KV Loop. A meeting with SCE was requested regarding MVC and NC equipment to see if it is owned by the college and maintained by SCE and to see if permission is needed to tap into that equipment. There has been no response to the request.

**ACTION:**

- *Recommend a successful design-build solar provider to BOT in August 2022; present DTSC CEQA to BOT in August 2022; begin design and construction*

**3. Energy Management and Dashboard:**

- Agah provided an update regarding the dashboard as part of the Integrated Energy Master Plan. DLR had the framework for the dashboard a couple of weeks ago.
- The Energy Calculations from the last year will be submitted to the state on January 27, 2022. The usage for the last fiscal year was calculated and the data was entered into the reports provided to the council.
- Mohtasham stated the process is more than 95% done in regards to collecting the information and doing the meter mapping. There are some unknown metering and feedback from the campuses that is needed. DLR put together

a draft dashboard. FPD is working collectively with the District IT on the Dashboard and how it will be hosted in our system.

**ACTION:**

- *Complete an interactive dashboard for the district. **No update***

**4. Community Transportation Needs Assessment Voucher (Mobility Equity):**

- The final report was submitted to the State at the end of October 2021. The District is waiting for the grant application in spring to submit the project and design application for up to \$1.0 million in grant funding.
- Harris discussed the disadvantages for students in trying to afford to buy cars and that the Carsharing program will be a great opportunity for everyone.
- Agah discussed the potential grants (EV Charge Ready) where the utility companies will fund all of the infrastructure to get EV charging stations. There is a pilot program that will be used as a case study that provides full or significant funding from the utility companies. That is for MVC and NC. The same thing will be explored with RPU for RCC in the future.

**ACTION:**

- ***No update***

**5. On-Bill Financing (CCC/IOU) & Energy Audits:**

- This California Community Colleges/Investor Owned Utilities (CCC/IOU) program is under the state Chancellor's office umbrella. It is an opportunity to provide an energy audit to the college facilities to determine suitable energy efficient projects from SCE and SCG. The on-bill-financing has no obligation or contract between the district and SCE and SCG. The advantage is the zero financing for items over \$250,000. Anything under \$250,000 can be part of the incentives, it would pay up to \$4M for electrical and \$2M for gas upgrades for each campus and can be paid back in ten years. Some processes and procedures must occur before the on-bill financing happens. The utility company requires a survey and energy audit of the building systems at each college to determine deficiencies. When approved by the utility company the deficiencies identified can be converted to a project and paid for by the utility company, if the college does not have the funds. The program would replace chillers, boilers, HVAC, lighting, controls, etc., and pay for installation, equipment, and commissioning. The program was discussed with the Directors of Facilities at the kick-off meeting that occurred on March 29, 2021.
- Agah stated this is still an opportunity for the district if some of the projects will qualify and can take advantage of this program. FPD spoke to NC and DLR about the Central Plant and some outdated chillers. This program could qualify the chiller upgrade. DLR visited the NC site as part of the Sustainability effort and should be able to identify the cost and the best economic way of doing this project.

**ACTION:**

- ***No update***

**F. Students Housing**

**1. Student Housing Initiative at MVC, NC & RCC:**

- Agah stated the Chancellor advocated for funding for student housing. The goal is to conduct a district-wide on and off-campus feasibility study, focusing on districtwide affordable student housing to address the student basic needs and support their educational journey.
- The Scion Group presented to the MVC and NC Presidents Cabinets and provide the financial analysis for both colleges. The only justification for student housing at MVC is if SB169 State funding is received. The project would not be eligible for Public Private Partnership based on the demand. NC may qualify for Public Private Partnership but the decision has been made to submit and proceed with the SB169 and submit the construction application in the fall. Student housing will only house single student cohorts.



- iii. Scion is working with RCC leadership team to conduct a student housing survey and market demand analysis in the spring.

**ACTION:**

- Continue to work with City of Moreno Valley for land acquisition. **No update**

**2. SB 169 Affordable Student Housing Grant Program:**

- i. The State budget has \$2B identified for UC, CSU and California Community Colleges for student housing.
- ii. Agah provided an update and stated SB169 was signed by the governor on September 23, 2021, to provide \$2B for affordable student housing grant program. The guidelines were provided on October 12, 2021, the application was submitted on the October 31, 2021 due date. The funding will assist with feasibility and financial studies and preliminary planning. The application was provided in the minutes and the SB169 forms were reviewed by Agah.
- iii. On March 1, 2022 the District received a notification that the DOF has recommended the approval of the feasibility and planning applications for the three colleges in the total amount of \$1.6 million. RCCD will have access to the \$1.6 million as of July 1, 2022 for the student housing planning at each college. FPD invited (5) firms to submit proposals for student housing advisory and project management services, (2) proposals were received. The committee selected The Scion Group.
- iv. Architectural interviews are scheduled for July 28, 2022 with three shortlisted firms, HED, HPI and Steinberg Hart. The application to the state is due October 2022, which is a short timeline so the deliverables need to be complete by mid-September.

**ACTION:**

- Submit the construction application by October 2022

**G. Legislative and Regulations Updates:**

- i. **School Bonds:** Agah provided an update regarding AB-75 and SB-22 that places a new “potential” state school bond on the November 2022 ballot. Nobody knows yet how much that statewide bond would be, and it could bundle K-12 with CCD’s, CSU’s and the UC System. AB-75 and SB-22 will not go to the November 2022 ballot due to the surplus funding. The state allocation of Prop 51 for the statewide bond has been diminished and already allocated. The next window for the statewide bond will be 2024.
- ii. **Student Housing:** There are two bills, AB1602 that discusses the revolving loan fund in the amount of \$5B for 2022/23 for zero interest rate, and AB1764 that discusses the need for exemption of community college student housing from DSA requirements and for colleges to provide data about students and their needs for housing.
- iii. **Classroom Air Quality and Ventilation Requirements:** If approved, AB2232 bill would have two provisions; the first requires Community College Districts and other school districts to conduct a comprehensive HVAC inspection every 5 years and provide an HVAC Test Technician report to identify the inefficiencies in the HVAC system for classrooms, offices, etc. The second requires installation of CO2 monitors in all classrooms. The funding source is not known at this time.
- iv. **CEQA Exempt for Student and Faculty Housing:** If approved, SB886 bill provides a CEQA Exemption for qualifying student and faculty housing projects that could be approved.

**ACTION:**

- No Update

**IV. COVID-19 IMPACTS (FACE-TO-FACE INSTRUCTION, CONSTRUCTION)****A. Impact of BOT Resolution No. 02-21/22 COVID-19 Vaccination Mandate on Construction**

1. Agah stated that the BOT resolution's impact on the capital construction projects has been considered. However, it was challenging to apply the resolution to construction projects due to many unvaccinated laborers and the change of laborers at the sites. The requirement will impose a negative impact to the district, the lack of skilled labor and material shortages are already an issue. Agah described the scenarios that have been implemented to allow minimal disruption at construction sites.

**ACTION:**

- *No update*

**B. Safety and Risk Management**

1. Tu provided additional information related to AB 685. Timely notifications of positive COVID-19 cases is crucial and required by the colleges and contractors. The need to respect each person's privacy is very important; no identification regarding who is positive is allowed to be shared.
2. Tu discussed the threshold for JPA reporting when starting a new project. A project questionnaire is needed to keep JPA informed so they can put the project in the profile, especially when the project is complete. Expensive projects, if over \$25M, need to go to the underwriter.
3. Tu stated there is a grant from the insurance carrier to mitigate property risk, a matching fund of up to \$25K.

**ACTION:**

- *No update*

**C. Construction under COVID-19**

1. Doering stated the issue is supply chains, they are out of product and cannot keep up with demand and staff is down. It takes 6–7 months to receive product so orders are being placed early. Receiving furniture orders has also been an issue.
2. Ma stated effective December 1, 2021 pricing is going up 7% for networking equipment.
3. Doering stated there is no change as a result of the new mask and booster mandates. Projects continue to experience an ongoing impact due to material delivery delays of 4-6 months.

**ACTION:**

- *The District continues to connect with other districts and industry to seek feedback and updates. No updates*

**V. PROJECT UPDATES****A. Master Projects List/Calendar/Capital Project Summary Form**

1. All projects regardless of funding source need to follow the process

**ACTION:**

- *No Update*

**B. Division of the State Architects (DSA)**

1. Agah provided a DSA regulations update regarding IR A-22 and IR A-9 for School Site Improvements and Project Exception. Even if a project is DSA "exempt", it still needs to comply with Title 24 and CA Building Code regardless of project size to avoid any liability and comply with the State codes.
2. FPD is the **Point Of Contact** with DSA and should be involved in any new project under DSA purview at the college regardless of funding sources.

3. Mohtasham reviewed “revised” IR A-22 and stated there are two changes submitted: 1) Threshold increase to \$119,230 and 2) Two items for the playground canopy. Mohtasham shared the details of the playground canopy requirements.

**ACTION:**

- *No Update*

**C. Capital Projects Status Report****1. Riverside City College:**

- i. **RCC Life Science/Physical Science Reconstruction Project:** The project final DSA approval was received in December 2021. Plans were submitted to the State in January 2022. General Contractor (GC) pre-qualifications were due by mid-February 2022. Ten GC’s have been approved. The list was BOT approved on March 15, 2022. The final GC will be selected and presented to the June BOT. The working drawings have been submitted to the state. Based on the schedule, construction should begin in September 2022. Approval from DOF was received and the job walk occurred on June 30, 2022. Bids were received on July 19, 2022. The project is still on schedule and within budget, Alternates #1 and #2 were approved. The information will be provided to the state after BOT approval in August 2022 to get approval then a contract with the GC will be processed then move forward with construction.

**ACTION:** *None*

- ii. **Gomez ADA Phase 2 Campus Improvement Project:** The project is funded by General Funds and 2021/22 SM Funds. FPD sent the City of Riverside an email identifying the areas they are responsible for. The project has DSA approval and is on schedule. Bernards Brothers (Construction Manager) completed a constructability review. FPD worked with the college to coordinate the laydown area. The contractor will turn in submittals for approval and order equipment. The schedule is being reviewed with the college. The laydown area has been identified. The schedule of values submitted by the contractor was refused, it was not broken down properly. It will be resubmitted.

**ACTION:** *None*

- iii. **Digital Library Building STEM Engagement Center:** This is a \$5,000,000 project locally funded from RCC General Funds. It will renovate the existing Digital Library to become a STEM Engagement Center. It is a priority 1 item in the FMP. The design development plans and floor plans were finalized in December 2021. FPD submitted to DSA in April 2022, comments have been received. A media room was added to the space. FPD worked with TSS and the District IT to determine the scope of work for that space. The initial cost estimate based on the design was received from the architect; it was \$500,000 over budget. FPD worked with Gensler to identify Value Engineering (VE) items. The VE items were provided to the college in February 2022. Those items brought down the cost and did not have any effect on the programs. The budget issue was resolved, Griffin worked with the college to process a budget transfer. The furniture design is completed and was presented to the user group. Gensler was on campus on July 8, 2022 to conduct a survey on the accessibility, the feedback was provided to DSA. DSA approval is expected in September/October 2022. The college will provide a priority list to determine how the project can proceed; the funding is not feasible at this time. Some extra survey work based on ADA requirements was discussed, there are no major items expected that will change the price based on those comments. The construction date will be determined based on the availability of the budget.

**ACTION:**

- *Receive DSA approval; receive priority list from the college*

- iv. **Makerspace at Digital Library:** This is not a DSA project, however, due to the critical nature of the project FPD is working to expedite and help the college move forward.. The College already purchased some of the equipment that was approved by the consultant. After the meeting on February 25 the construction drawings were provided, the bid package was sent out for the GC work. Equipment arrived before June 1, 2022. The design has been completed, the CD are complete by 95%; the package went to bid on June 17, 2022, the bids were due on July 6,

2022. Furniture will not be included in the GC package, it will be purchased on a separate contract with GMBI. That information was shared with the user group, feedback was received from the furniture company and the user group. The furniture order will be finalized within two weeks. One bid was received for the GC bid, it was within the budget so after checking all of the documents purchasing will issue a Notice to Proceed. The project is on time.

**ACTION:**

- *Provide furniture contract details to user group*
- v. **RCC Printing Press:** A printing press was donated to RCC by an outside entity. The college has several projects on the same 12 KV loop; unfortunately Tech B where the press will be installed does not have adequate electrical distribution to accommodate the press and the new layout. There will be electrical upgrades to the Tech B building as a result of this project but that is not part of the donation and must go to a public bid. Most of the underground work is done; the contractor is waiting for a cabinet for the switchgear to be delivered, it is on backorder. The contractor completed the work, the area is ready for the printer to be delivered in mid-September/October 2022. The electrical work was completed however it did not pass the electrical engineer's inspection. The revisions are being done. The new anticipated date for the electrical to be completed is August 8, 2022. The donated printer is tentatively scheduled for delivery in September or October 2022. The manufacturer will deliver and install the printer.

**ACTION:**

- *No update*
- vi. **TSS Staff Relocation:** This is a DSA project. TSS staff are scheduled to move into the old Financial Services building. This project is a secondary effect of the Digital Library STEM Engagement Center. It is on the same 12 KV loop as the Printing Press project. The college installed a recording device on the distribution panel to receive the data from RPU for the demand loads on the 12 KV loop. It will have a modular outside of the Tech area. The key component is that occupants must be moved into TSS before any construction can start on the STEM Engagement Center project. The project was submitted to DSA on April 26, 2022, minor comments were received, FPD worked with the CM to make changes on some of the constructability. DSA approval is expected by October 2022. To meet the FY21-22 year-end deadlines the modular was already purchased, delivered and installed. Due to the project's high costs it will be on hold after receiving DSA approval until the college identifies a funding source. FPD is researching the possibility of the project being funded with Scheduled Maintenance funds based on the design. Received DSA approval. The project is on hold until the college determines the project can start.

**ACTION:** *None*

- vii. **Football Field and Running Track Replacement (Feasibility Studies):** The feasibility studies architect will provide scope of work, physical options for the project, DSA ADA requirements and design and estimated total cost of the project. Three options were presented to the college to review. The three options included the cost estimates to provide a good understanding of what the project will cost before moving forward. The goal is to have a project completion date of August 15, 2023. The feasibility study is complete. The RFP for architectural services went out. The committee received the proposal and has until August 1, 2022 to provide a short-list of firms. The interviews are scheduled on August 4, 2022. When the architect is selected the project can move into design. The project will go to the September BOT for approval.

**ACTION:** *None***2. Moreno Valley College**

- i. **Student Services Renovation:** This is a DSA project and funded through Measure C. The Renovated Student Services Building will be available for the relocation of student services programs currently located in the temporary structures within the Parkside Complex, such as Human Services, Health Services, Food Bank, and Veterans Resource Center. The total ASF is 9,000. In December 2021, the college approved adding the STU 101 (lecture

hall, 2,888 sq. feet) on the first floor to the project scope of work to be renovated for the Food Bank and Clothing Closet. Six architect postponed the DSA submission by 8 weeks and worked with the user group to design the new space. Site walk was completed on January 25, 2022. The added scope added \$1.7M to the overall project cost. The user groups approved the new design/space programs for the added scope. The Architect completed work on the construction drawings. Received first round of VE items, up to \$300K, additional VE items were considered. The final VE items were reviewed during the week of April 25, 2022. Approval was received in December and January for the added scope for the first floor. The plans for the added scope are at 95% CD. A second round of cost estimates were received, they are within the budget but some Value Engineering were completed and feedback was provided to the college. Two estimates received will need more investigation before the information can be provided. The FF&E is being worked on and will be provided to the college. The project was submitted to DSA on May 25, 2022, received partial comment only. Hope to receive approval by September/October 2022 and will move forward to bid the project. The RFP to select a Construction Management firm is being developed.

**ACTION:**

- *Conduct a final review of the budget after DSA approval is received*
- ii. **BCTC Education Building (Phase I):** The project is currently 77% complete and is approximately three weeks behind schedule. There were issues on the roof installation, a materials substitution was considered, approved and processed. The SCE easement has been approved, notarized and signed. WMWD completed their easements which resulted in additional fees for their surveys, attachments and sewage. The County IT plans were approved on March 30, 2022, District IT's consultant installed data conduits and fiber. The temporary power switchgear arrived from SCE and has been installed. The building was supposed to have power the week of July 4, 2022. The power to the building was finally confirmed for Saturday, July 30, 2022. The furniture is in; move-in is scheduled for September 15, 2022. The IT equipment has been delivered. District IT is scheduled to install their equipment on August 11, 2022. Change orders are being worked on to ensure the project stays on budget.

**ACTION:** *None*

### 3. **Norco College:**

- i. **Early Childhood Center Project at Stokoe:** Westberg White Architects was selected and was approved at the April 2021 BOT. The project is moving forward, there is an agreement between the college and Alvord USD regarding the next steps. FPD is working with Dr. Collins and Dr. Fleming to keep the project going and to begin the design as soon as possible. The site walk with the architect occurred in November 2021. The Westberg White contract is complete, weekly user group meetings with Westberg White, Alvord District and Riverside County have begun. Going through the design phase and programming at this time. When complete a preliminary design will be provided to the team. A Site visit occurred on July 19, 2022 and included the District, Norco College, Westberg White Architect, RCOE and Alvord District stakeholders. The architect will provide meeting minutes in the first week of August 2022. A meeting to review the plans and go over the design is scheduled for the second week of August 2022 to complete the programming in the next 2 – 3 months then submit to DSA.

**ACTION:** *None*

- ii. **Center for Human Performance & Kinesiology Project:** The project is in the design phase (preliminary plans and programming). The project is over budget by \$13 million due to the state construction budget shortfall that did not address the ongoing inflation and utilizing outdated cost estimating models and other FUSION restrictions. FPD has contacted the DOF and the State Chancellor's office about the actual project cost. The project is still pending approval by the DOF. Preliminary plans were submitted to the state in late December 2021, approval to start developing the working drawings is still needed. DTSC results from the Dudek survey were received, questions regarding the survey were sent back to DTSC to receive their feedback and be implemented as the sole management plan. CEQA will be completed then mitigation measures will be received as suggested by Dudek for the Tribes consultation. A last design meeting with the committee was conducted, the VE plans were provided to

the Cabinet on March 21, 2022. The new budget includes the rest of the design, which is the WD phase, however we still have not received the authorization to move on with the working drawings.

**ACTION:**

- *Continue with DTSC work plan, complete CEQA and submit to DSA by January 2023.*

## **D. Scheduled Maintenance Projects Updates**

### **1. Moreno Valley College:**

- Review the SM Project Log and report DSA projects**

### **4. Norco College:**

- Review the SM Project Log and report DSA projects**

### **Riverside City College:**

- Review the SM Project Log and report DSA projects**

## **VI. OTHERS**

### **A. Integrated Waste Management**

1. An RFP for Integrated Waste Management was drafted a few years ago. The goal is to consolidate the services districtwide. The benefit is the economies-of-scale and the recycle programs.

**ACTION:**

- *Askar will send a draft of the RFQ/P to the colleges after the District reviews. **No update***

### **B. District Strategic Planning Council (DSPC)**

1. FPDC membership has been formed pending representatives from the CSEA.

**ACTION:**

- ***No update***

### **C. Parking/Traffic Study, RCC, & Districtwide**

1. **Riverside Downtown:** Survey results were discussed with multiple constituent groups. Combining the Fox and CAADO studies indicates occupancy is not going above 89%. The consultant provided four recommendations; installing digital signage to show how many spaces are filled, especially at CAADO; changing the hours of some of the classes to later in the evening to free up spaces during the day.
2. **Norco College:** The College completed a traffic study of Third Street specifically in relation to the buildout of the VRC building. NC budgeted and are planning for the repair and replacement of Third Street to ensure pedestrian and vehicular safety is upheld. The repair and replacement may include the installation of speed bumps. The study will be reviewed and the college will work with the district on the scope and bid process.

**ACTION:**

- ***No update***

## D. Norco College Fuel Cell

1. NC is paying Doosan \$120,000 a year to maintain a Fuel Cell at the college and keep it running efficiently. The removal of the NC Fuel Cell is in the Solar Planning RFQ/P that is being issued. That cost of the removal can be a separate discussion. DLR has been tasked to provide an engineering study on the fuel cell and its negative impact to the college in alignment with the District Sustainability and Climate Action Plan. The Fuel Cell is being included in the District Solar procurement. It is believed that the system is probably at the end of its life span and the recommendation by the team will be to remove it.

### ACTION:

- *Discuss the removal of the fuel cell and the negative impact it has had on the college. **No update***

## E. Facilities Use Fees

1. Discussion has included information or history related to Facilities Use/Rental Fees, and whether these rates are at a credible market rate in light of board policy.

### ACTION:

- *The colleges will discuss fee structures. **No update***

## F. Projects Groundbreaking & Grand Opening Ceremonies

1. Agah provided updates on upcoming groundbreaking & grand opening ceremonies.
  - i. RCC Greenhouse Grand Opening Ceremony: Date TBD
  - ii. BCTC Education Building (Phase 1) Grand Opening Ceremony: October 7, 2022

**ACTION:** *None*

## VII. NEW ITEM(S)

### A. Districtwide Wireless Project

1. Ma provided details regarding the District outdoor wireless projects that are continuing. IT is engaging the college's Directors during the process to ensure the work is being conducted appropriately and respectfully on each campus. The indoor component will be conducted at a later date.

***End of Meeting Minutes-***

# Facilities Planning & Development Projects Status Update Report

**August 25, 2022**

**Updated by:** Bart Doering  
Mehran Mohtasham  
Janna Accomando  
Myra Nava



## MVC Student Services Renovation

**Project Description:** The Renovated Student Services Building will be available for the relocation of student services programs currently located in the temporary structures within the Parkside Complex, such as Human Services, Health Services, Food Bank, and Veterans Resource Center. The total ASF is 9,000.

<b>Project Manager:</b>	Mehran Mohtasham	<b>Fund Allocation:</b>	Measure C: \$5,500,000 Scheduled Maint.: \$200,000 MVC GF: \$1,000,000
<b>Architect &amp; DSA:</b>	19Six / DSA	<b>Project Phase:</b>	DSA Review
<b>Duration:</b>	Occupancy August 2023	<b>Delivery Method:</b>	GC / CM Agency

**Project Status** In December 2021, the college approved adding the STU 101 (lecture hall, 2,888 sq. feet) on the first floor to be added to the project scope of work to be renovated for the Food Bank and Clothing Closet. 19Six architect postponed the DSA submission by 8 weeks and worked with the user group to design the new space. Site walk was completed on January 21, 2022. The added scope added \$1.5M to the overall project cost. The user groups approved the new design/space programs for the added scope. The Architect is working on construction drawings. Received first round of VE items, up to \$300K, the architect and the CM are working on additional VE items as well as completing the first floor 50% CD plans for the added scope. The final VE items will be reviewed during the week of April 25, 2022. The Plans were submitted to DSA on May 25, 2022 and received DSA comments. Working with 19Six in order to respond back and obtain approval by October 2022.

**Issues:** VP Sweeten and VP Askar proposed to add the lecture room to be included on the first floor and reconfigured for DSS programs. Awaiting Budget approval from the college (\$1M). This could delay submitting to DSA and to start the construction on time.



## MVC Student Engagement Center Projects

**Project Description:** This project will remodel/convert spaces in the SAS 224, HUM 234 and SCI 100A & 101F into 3 engagement centers for the MVC students based on the program needs.

<b>Project Manager:</b>	Mehran Mohtasham	<b>Fund Allocation:</b>	College Fund: \$350,000
<b>Architect &amp; DSA:</b>	HGA Architects / Not DSA	<b>Project Phase:</b>	Bidding Phase
<b>Duration:</b>	3 months	<b>Delivery Method:</b>	D-B-B

**Project Status:** HGA Architect provided 90% CD plans. Based on their recommendation, this project does not need DSA review. The committee reviewed the final plans and had a page turn with the MVC Facilities/IT team in February 2022. Received 100% CD plans and provided comments to HGA to revise and resend by April 20, 2022. Next Step: Bid out the project and finalize the furniture selection. The College Leadership Team reviewed the documents and advised to remove the SAS 224 from the bid package as there is available space in the New Welcome Center that can be utilized for the same purpose of the engagement center. This action will allow the college to keep the existing classroom in the SAS building. HGA sent the revised plans, they have been routed to IT and then purchasing for bidding. Expected start date of renovation is mid-October 2022.

**Issues:** None

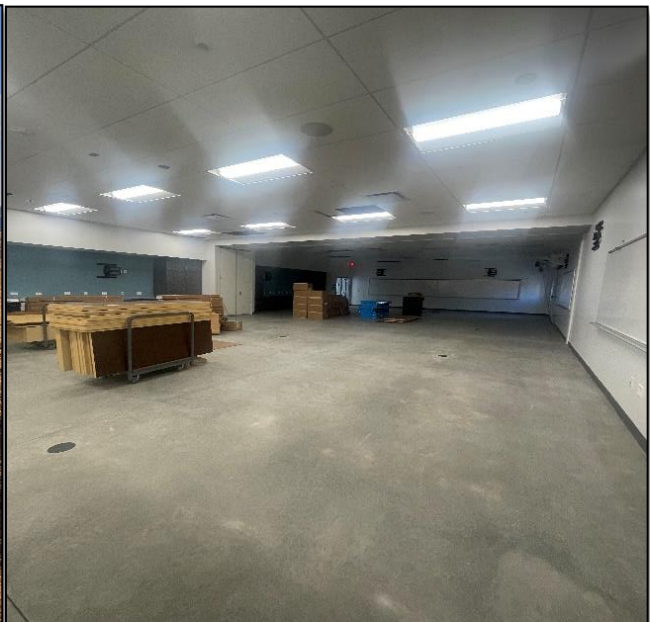
## MVC BCTC Education Center Building (Phase I)

**Project Description:** The Education Building Ph.1 facility is designed to provide an educational training facility including Administration of Justice, EMT, Fire Technology, and Homeland Security programs in a new classroom, lab, office, and other student and faculty support spaces.

<b>Project Manager:</b>	Bart Doering	<b>Fund Allocation:</b>	Measure C: \$13,000,000
<b>Architect &amp; DSA:</b>	SVA Architects, DSA	<b>Project Phase:</b>	Construction (77%)
<b>Duration:</b>	14 months	<b>Delivery Method:</b>	CM Multi-Prime, CW Driver

**Project Status:** Furniture delivery is on-time, and being delivered August 22, 2022. Outside lights are installed and operational. Network is up, security and HVAC connections to devices is being finalized. Fire alarm system is operational, pending second phone line.

**Issues:** Delay in start of construction from September 1, 2021 to September 15, 2021 due to CEQA requirement on monitoring burrowing owl prior to the start of construction. The concrete Masonry Unit (CMU) contractor has notified C.W. Driver that they will not be able to complete their work in the contract timeframe. C.W. Driver issued notice to the contractor for a recovery schedule and worked with the contractor to extend the duration to two weeks. WMWD added costs for inspections causing usage cost to come in higher than expected. There is a delay in electrical switch gear arrival. CM is looking at alternates for temporary power until switch gear can arrive.



## MVC Organic Chemistry Lab

**Project Description:** This project is designed to address the loss of students at MVC due to the absence of organic chemistry labs; students take these classes at other CCDs and do not return to MVC.

<b>Project Manager:</b>	Mehran Mohtasham	<b>Fund Allocation:</b>	TBD
<b>Architect &amp; DSA:</b>	TBD	<b>Project Phase:</b>	Initial Project Placement
<b>Duration:</b>	TBD	<b>Delivery Method:</b>	TBD

**Project Status:** FPD developed a schematic design, the building size is based on the college's academic requirements of 34 students. FPD placed the building on the campus site plan per the college, identified areas and discussed pros and cons for each location with the college. FPD to develop a rough order of magnitude (soft and hard cost) and a schedule milestone after receiving all of the college's requirements. The District needs to hire an architect to begin the design studies. Project is on hold until a funding source is allocated.

## MVC Humanities SAS Security Installation

**Project Description:** Replace the non-working security panel in the MVC Humanities building and install new door contacts and motion detectors in all hallways. Replace the Student Academic Services alarm panel and re-wire all of the doors/motion detectors from the C-CURE 9000 to the new DMP security panel.

<b>Project Manager:</b>	Bart Doering	<b>Fund Allocation:</b>	Scheduled Maintenance \$100,000
<b>Architect &amp; DSA:</b>	District Design	<b>Project Phase:</b>	Construction 98%
<b>Duration:</b>	21 days	<b>Delivery Method:</b>	C-10

**Project Status:** The contractor will be finished installing all door contacts by the end of August 2022. The contractor was focused on finishing all offices and classrooms before the start of the fall semester.

**Issues:** Security devices on backorder. Not sure when the products will be delivered.

## MVC College Park Project

**Project Description:** Complete agreement with the City of Moreno Valley Park Access Requirements.

<b>Project Manager:</b>	Bart Doering	<b>Fund Allocation:</b>	TBD
<b>Architect &amp; DSA:</b>	Pending	<b>Project Phase:</b>	TBD
<b>Duration:</b>	TBD	<b>Delivery Method:</b>	General Contractor

**Project Status:** Facilities Planning and Development Department (FPD) is working with the City of Moreno Valley on the original agreement that required public access to the 5 acres of park that was given to the Riverside Community College District. Installation of playground equipment was agreed to be installed along with additional parking for the public. FPD has hired an architect to do a feasibility study to see how much it would cost to finish installing the two additional soccer fields, sidewalks, and lights to complete this agreement.

**Issues:** Original agreement wasn't clear on responsibility, or costs.

## Norco Early Childhood Center Project at Stokoe

**Project Description:** In partnership with Alvord USD, the Innovation Learning Center (ILC) was initially developed to prepare future teachers and child development professionals by providing an integrated model for child development and teacher education. Transfer of the leadership/operation of the Center to Norco College would ensure the fulfillment of the Center's purpose as a learning laboratory for ECE courses and programs, as well as expanding service to the community via a Tier 5 preschool offering.

<b>Project Manager:</b>	Mehran Mohtasham	<b>Fund Allocation:</b>	\$5,000,000 RCCD/NC State Grant Allocation
<b>Architect &amp; DSA:</b>	WW Architects, DSA	<b>Project Phase:</b>	Design Phase
<b>Duration:</b>	To be open Fall 2023	<b>Delivery Method:</b>	D-B-B (GC)

**Project Status:** Site visits were conducted with Alvord District, RCCD, Norco College staff and faculty, as well as WW Architects. Meetings have been scheduled with Alvord USD, RCOE and NC user group; space programming meetings have been scheduled. The architect received feedback from the NC faculty. Alvord and RCOE and are working on preliminary plans. An IT meeting occurred on April 18, 2022 with the NC faculty/staff and the District IT to discuss the IT requirement for the project. Conducted site walk with Alvord IT/Facilities and Admiin, RCOE, Head Start, Norco College Faculty, RCCD IT and FPD, and the Westberg White Architect team on July 19, 2022. Received very useful information during the site visit. The meeting minutes will be distributed by the end of August 2022. A Doodle calendar will be sent to schedule additional programing meetings in the fall/winter semester.

**Issues:** None

## Norco Center for Human Performance & Kinesiology

**Project Description:** The Norco College has been in existence since 1993 and over the past 20 years the campus has not been able to provide a comprehensive Physical Education Program because of a lack of space. This project constructs a 55,081 gsf/ 39,282 asf Center for Human Performance and Kinesiology at the Norco College campus.

The building spaces include 1,500 asf of lab for Kinesiology, 1,140 asf of office, 33,710 asf in Physical Education spaces and 2,932 asf in other space. The project scope includes all code required site development and utilities for the building. The new Center for Human Performance and Kinesiology Building will replace the 5,020 gsf #13 CTR Applied & Comp Tech building, the 3,360 gsf #14 Multipurpose W1 & W2 building, and the 1,920 gsf #24 West End Quad W8 Building.

<b>Project Manager:</b>	Mehran Mohtasham	<b>Fund Allocation:</b>	100% State Fund \$33,298,000
<b>Architect &amp; DSA:</b>	DLR Group/DSA	<b>Project Phase:</b>	Design Phase
<b>Duration:</b>	Completion by August 2025	<b>Delivery Method:</b>	D-B-B

**Project Status:** 100% DD plans will be done by Mid-March and will be reviewed by the cabinet and the user group. Dudek completed field survey, the results were sent to DTSC by February 20, 2022. GEO technical report has been submitted to the CGS for their review and approval in February 2022. Preliminary Plans submitted to the State on December 27, 2021 in order to receive approval to move forward with WD phase. Feedback from the State Chancellor's Office regarding the DD plans has not been received yet.

**Issues:** NC is under a Land Use Covenant with DTSC which was recorded in 2016 due to the prior military activities and the lack of comprehensive investigations necessary to evaluate potential impacts at the site. The Land Use Covenant sets forth the deed restrictions for the site and the general steps for obtaining permission from the DTSC prior to proceeding with projects and requires an approval from DTSC. Based on the DLR/HLCM total project cost estimate, the project is over budget by \$19M. FPD conducted a call with the State Chancellor's Office on December 6, 2021 and submitted Preliminary Plans to release working drawings along with a memo letter to request a budget shortfall from the State on December 27, 2021. Dudek responded to the DTSC comments and will revise the report by the end of June 2022. Tribe consultation continues as one of the tribes responded to the draft MND. Response from the State/DOF on budget approval for working drawing phase is pending.



## RCC Life Science / Physical Science Reconstruction (CIS + Business)

**Project Description:** This project's purpose is to reconstruct the connected Life Science and Physical Science buildings at Riverside City College into an Interdisciplinary complex that can accommodate program growth in many different disciplines to a Business + CIS Building. The entire Business program will be relocated and the Business Education building will be demolished and is not part of this project. This project is an approved FPP by the State Chancellor's Office for 2020/2021 funding.

<b>Project Manager:</b>	Mehran Mohtasham / Bart Doering	<b>Fund Allocation:</b>	State: \$28,977,000 Measure C: \$6,100,563 RCC GF: \$3,059,437
<b>Architect &amp; DSA:</b>	19.6 Architects / DSA	<b>Project Phase:</b>	GC Contract Phase
<b>Duration:</b>	51 months (overall)	<b>Delivery Method:</b>	D-B-B

**Project Status:** Received 5 bids on July 19, 2022. Based on the lowest bid, the project is within the budget. In addition, it is feasible to accept Alternate No. 1 and 2 in the bid package and still be within the budget via the received lowest Bid. The lowest bidder was BOT approved at the August 16, 2022 board meeting and the package was sent to the DOF for their review and approval in order to move forward with a contract. Expected start of the Construction by the end of September, early October 2022.

**Issues:** The project requires mandatory structural seismic upgrades due to California Administrative Code that required additional budget which was not included in the original FPP total project cost. The college has been appraised. FPD has informed the State Chancellor Office about the structural issue, and after submitting official request for additional funds to the state, received a verbal confirmation in January 2021 that the State will provide 76.24% of the requested amount and the rest shall be provide by local funds. The CEQA report noted the mural as a historical item in the building which is located on the exterior south wall of the Life Science building. The cost estimate based on 100% CD plans was over by \$377K and the CM and 19Six provided VE items. The college approved some of the items and after applying the savings, the project is over budget by \$190K. Received DSA comments on October 21, 2021, 19Six team is working to respond to the comments. DSA final approval is estimated to be received by the end of January 2022.



## RCC Football Field and Track Replacement

**Project Description:** The College conducted an assessment on the football field turf & track and the result came not in favor. Due to the safety of the students and the lifetime of the field & track, the college decided to replace the turf and the running track. The feasibility study will provide a guideline on the DSA requirement items and an estimated total project cost in order for the college to get the funding.

<b>Project Manager:</b>	Mehran Mohtasham	<b>Fund Allocation:</b>	TBD
<b>Architect &amp; DSA:</b>	Gensler (Feasibility Study)/DSA	<b>Project Phase:</b>	Feasibility Study Phase
<b>Duration:</b>	28 Months	<b>Delivery Method:</b>	D-B-B

**Project Status:** RFQ/P to select an architect for this project was sent out on July 8, 2022. The due date to receive proposals is on July 25, 2022. The Committee reviewed proposals, and interviewed three firms. LPA received the highest score/points from the committee and was selected to move forward. The kick-off meeting is scheduled on August 26, 2022.

**Issues:** There is no budget for this project and the college needs an estimated total project cost in order to see if it's feasible to move forward with this project.

## RCC Throwing Sports Project

**Project Description:** The Project is the design phase to develop a new Track and Field venue located at the existing Baseball / Softball complex at Riverside City College Campus. Included in the proposed development may include Javelin runway and throwing sector, shot put pad and ring, discus/hammer pad, and cage and throwing sector.

<b>Project Manager:</b>	Robert Beebe	<b>Fund Allocation:</b>	College Local Fund
<b>Architect &amp; DSA:</b>	LPA / DSA	<b>Project Phase:</b>	Planning
<b>Duration:</b>	1 Year	<b>Delivery Method:</b>	D-B-B

**Project Status:** The college will present this project to the BOT in September for project/budget approval. After September 15, 2022 LPA will continue working on the CD plans and submit to DSA. The 2022/23 Scheduled Maintenance fund is allocated to be used for this project. Estimated project cost: \$2M

**Issues:** The recent estimate is \$2M.

## RCC Digital Library STEM Engagement Center Project

**Project Description:** The existing Math and Science Building does not currently have space for STEM students to meet and engage. The new Digital Library STEM Engagement Center will provide interactive student space that is part of the college's guided pathway goals. The RCC Facilities Master Plan, approved by the Board of Trustees in 2018, identified the relocation of the Technology Support Services to the new location. This will free up space to create a new STEM Engagement Center in a visible location adjacent to the existing Math & Science Building.

<b>Project Manager:</b>	Mehran Mohtasham	<b>Fund Allocation:</b>	General Fund \$5,000,000
<b>Architect &amp; DSA:</b>	Gensler / DSA	<b>Project Phase:</b>	Design Phase
<b>Duration:</b>	Completion by Oct 2023	<b>Delivery Method:</b>	General Contract – D.B.B

**Project Status:** The Chancellor and Dr. Anderson supported the removal of the KRSS/Media Distribution space from the DL lower level to provide more space for STEM engagement center. Gensler provided renderings and 3D floor plans on December 3, 2021 to the user group and received good comments. Meetings with the user group will continue in January and February 2022 to go over AV/IT and FF&E items. Gensler provided a project cost estimate, the project was over by \$450K. After reviewing VE items, the project estimated cost is within the budget at this time. Gensler submitted the DD plans to DSA for review on April 4, 2022. DSA provided comments, Gensler will prepare a response by the end of July 2022. The construction portion of the project will be on hold until the college can provide priority list of top four projects and a funding source.

**Issues:** The college is working with the District to eliminate KRCC program from the DL lower level which can provide additional space for the STEM Engagement Center.

## RCC Old Financial Services Renovation for TSS

**Project Description:** In order to relocate TSS team from lower level of DL, the college is in the process of renovating a portion of the old financial services space and purchase a new modular to be placed in the east side of the building.

<b>Project Manager:</b>	Robert Beebe	<b>Fund Allocation:</b>	General Fund
<b>Architect &amp; DSA:</b>	SGH/DSA	<b>Project Phase:</b>	Bidding Phase
<b>Duration:</b>	12 Month	<b>Delivery Method:</b>	D-B-B

**Project Status:** Received DSA Approval on July 19, 2022. Next step: College to get the project budget approved in the September BOT in order to move forward with bidding process.

**Issues:** The original estimate by the college is \$600K-\$1M. The recent estimate by the CM CW Driver is \$1.8M.

## District RCC Gomez Case Ph. II

**Project Description:** This project is the completion (last phase) of the RCC Gomez case. These ADA barriers include-inaccessible pedestrian paths of travel from bus stops to buildings throughout the campus; inadequate restrooms clear floor space located throughout the campus; steep slopes and heavy doors; campus parking, improper signage, missing designated ADA accessible parking spaces; doors with inadequate strike side clearance and requiring excessive force to open.

<b>Project Manager:</b>	Bart Doering	<b>Fund Allocation:</b>	Scheduled Maintenance, Worker's Comp, GL&P \$1.2M
<b>Architect &amp; DSA:</b>	Westberg White & DSA	<b>Project Phase:</b>	Construction 8%
<b>Duration:</b>	9 months	<b>Delivery Method:</b>	General Contract

**Project Status:** The contractor focused on areas on the campus to start demolition work and re-pour concrete before the fall semester. Handrails will be installed in these areas once they are made. The more significant areas of ramps and new sidewalks are being coordinated with the college so email notifications can be sent out.

## RCC Makerspace Project at the Digital Library

**Project Description:** Remodel a portion of the Digital Library second floor, and convert it into the Makerspace for the RCC students to use. Currently, RCC does not have a makerspace program or a dedicated space.

<b>Project Manager:</b>	Mehran Mohtasham	<b>Fund Allocation:</b>	General and Grant Funds
<b>Architect &amp; DSA:</b>	Westberg White / NA	<b>Project Phase:</b>	Construction Phase
<b>Duration:</b>	7 months	<b>Delivery Method:</b>	D-B-B

**Project Status:** Construction began on July 22, 2022. Anticipated completion is end of October 2022 due to shortage of supplies.

**Issues:**

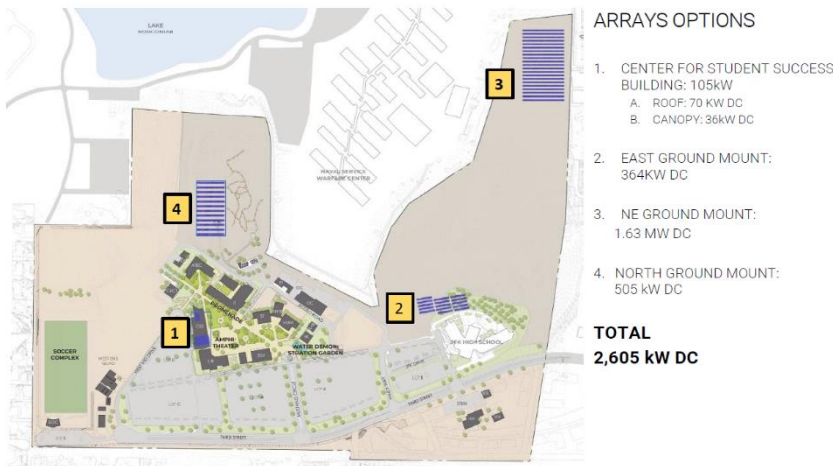
## District Solar Planning Initiative

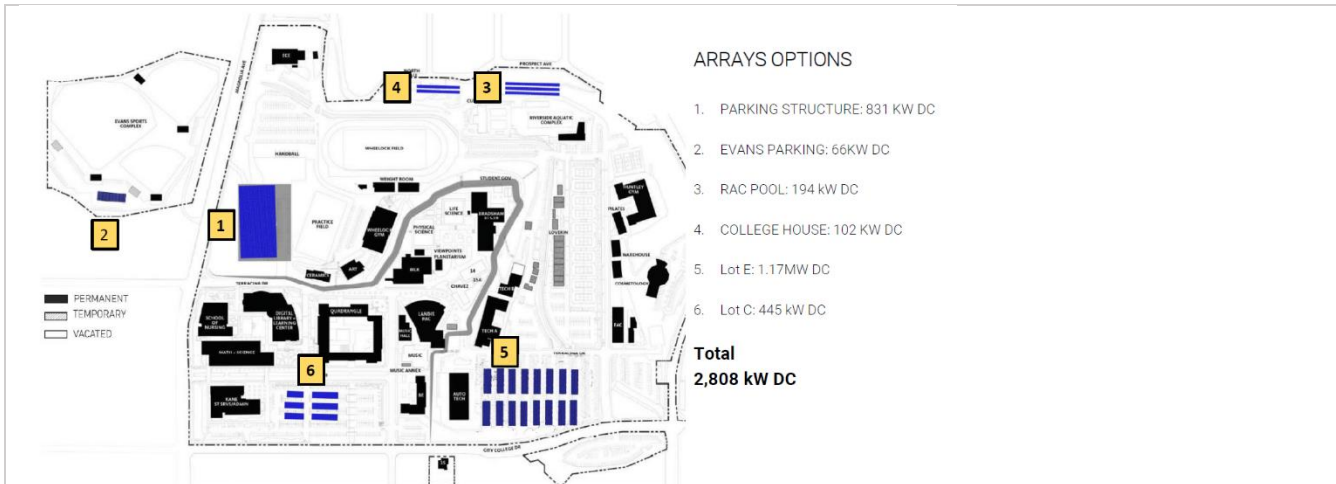
**Project Description:** The solar planning initiative is in alignment with the District board policy 5775, sustainability and environmental responsibility. The outcome will be a Districtwide Solar Plan (including battery storage) that aligns with the strategic planning objectives to achieve economic, social, and environmental sustainability.

<b>Project Manager:</b>	Hussain A / Mehran M / Bart D	<b>Fund Allocation:</b>	Loan/Finance Option
<b>Architect &amp; DSA:</b>	DLR Group / DSA	<b>Project Phase:</b>	Feasibility and Planning
<b>Duration:</b>	TBD	<b>Delivery Method:</b>	D-B

**Project Status:** Negotiations with TotalEnergies continues. The firm is conducting several surveys, such as the electrical audit and soils testing, at the campuses to provide final pricing.

**Issues:** Complete evaluation and finalize scoring; start contract negotiations.





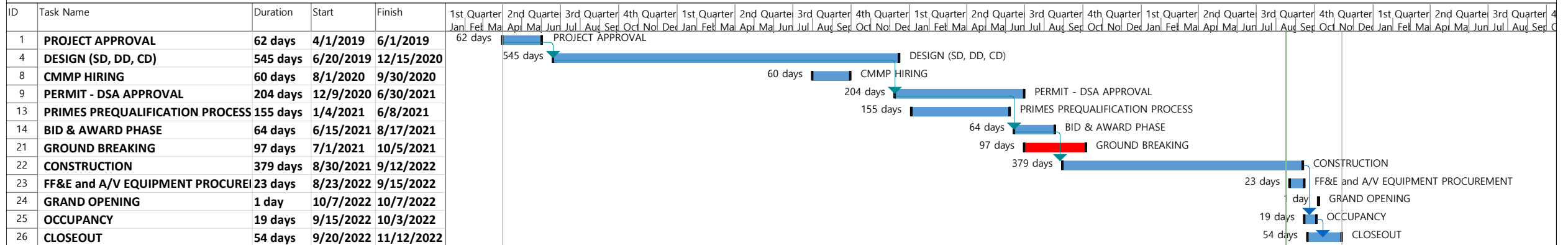
**Notes:**

- 1- **Project Manager:** Budget Manager & Construction Project Manager. The PM could be doing both. The responsible in-charge who manages the project on a daily basis including managing project consultants, contractors, college stakeholders, and state agencies.
- 2- **Division of the State Architect or “DSA”.** DSA is required, by the Field Act, to review construction for California public schools (grades K–12) and Community Colleges, and to verify that construction meets the requirements of the Title 24 Building Standards regulations. Some projects, however, do not require DSA review. Such exceptions are explained in DSA IR A-22. **Facilities Planning & Development is the Single Point of Contact with DSA Office.**
- 3- **Duration:** estimated construction duration for the project. See milestone schedule.
- 4- **Fund Allocation:** Measure C, Scheduled Maintenance Special Repairs “SMSR” or Block Grant, Federal or State Grants, Redevelopment Fund, Proposition 39, General Fund, etc.
- 5- **Project Phases:**
  - a. Planning and Programming (Pre-Design) and includes feasibility studies,
  - b. Design Phase (Schematic Design “SD”, Design Development “DD”, and Construction Documents “CD”)
  - c. Permit (DSA review and approval for plan-check and back-check, City, County, etc.)
  - d. Bid and Award Phase (low bid single GC, CM multi-prime, design/build, etc.)
  - e. Construction phase (notice to proceed “NTP” to Notice of Completion “NOC”)
  - f. Occupancy Phase (move-in)
  - g. Closeout Phase (project’s contracts closeout)

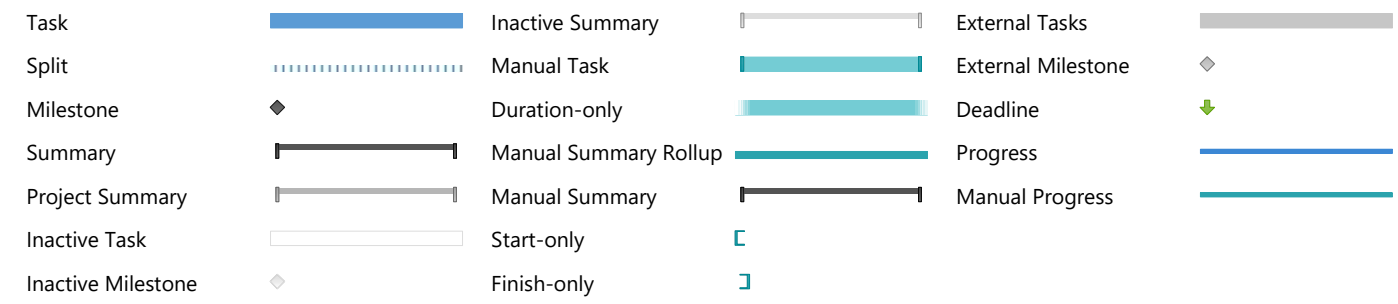


MORENO VALLEY COLLEGE - BEN CLARK TRAINING CENTER - EDUCATION CENTER BUILDING (PH. 1)

(MEASURE C - \$13,000,000)

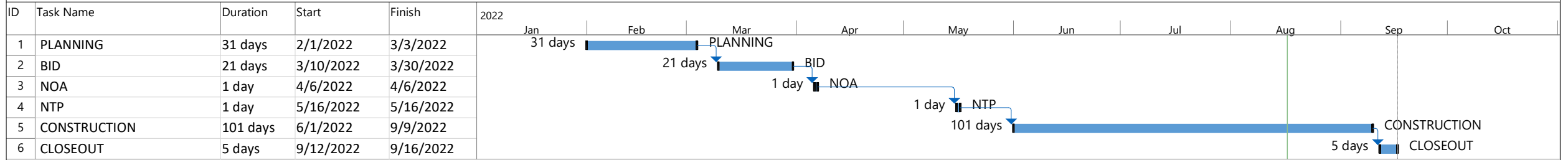


Project: MVC - BCTC - EDUCATION CENTER BUILDING (PH.1)  
Date: 8/17/2022

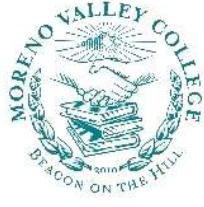


## Moreno Valley College - Humanities/SASF Security Upgrade

(21/22 Scheduled Maintenance) - \$100,000



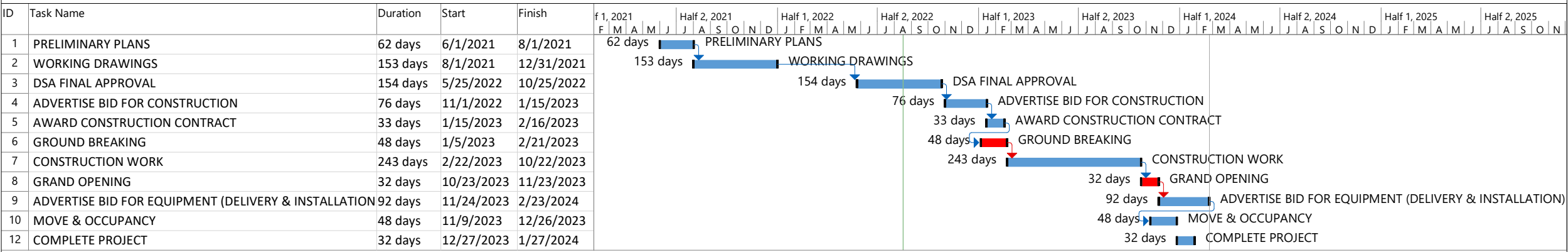
MVC - Humanities\_SASF Security Upgrade  
Date: 8/17/2022



Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Moreno Valley College - Student Services Renovation

(MEASURE C, LOCAL RESOURCES - \$5,000,000)



Project: MVC - Student Services Renovation  
Date: 8/17/2022

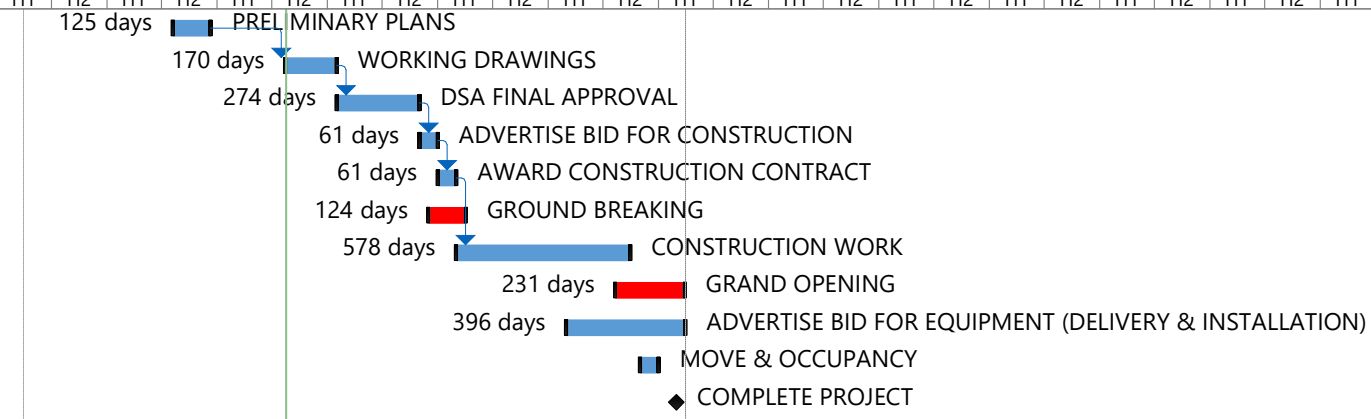


Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

NORCO COLLEGE - CENTER FOR HUMAN PERFORMANCE & KINESIOLOGY

(STATE CAPITAL OUTLAY AND LOCAL RESOURCES - \$33,298,000)

ID	Task Name	Duration	Start	Finish	2020		2021		2022		2023		2024		2025		2026		2027		2028		2029		2030		2031		2032
					H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1
1	PRELIMINARY PLANS	125 days	8/8/2021	12/10/2021																									
2	WORKING DRAWINGS	170 days	8/15/2022	1/31/2023																									
3	DSA FINAL APPROVAL	274 days	1/31/2023	11/1/2023																									
4	ADVERTISE BID FOR CONSTRUCTION	61 days	11/1/2023	1/1/2024																									
5	AWARD CONSTRUCTION CONTRACT	61 days	1/1/2024	3/2/2024																									
6	GROUND BREAKING	124 days	12/1/2023	4/2/2024																									
7	CONSTRUCTION WORK	578 days	3/2/2024	9/30/2025																									
8	GRAND OPENING	231 days	8/11/2025	3/29/2026																									
9	ADVERTISE BID FOR EQUIPMENT (DELIVERY & INSTALLATION)	396 days	3/1/2025	3/31/2026																									
10	MOVE & OCCUPANCY	62 days	11/1/2025	1/1/2026																									
11	COMPLETE PROJECT	0 days	3/1/2026	3/1/2026																									



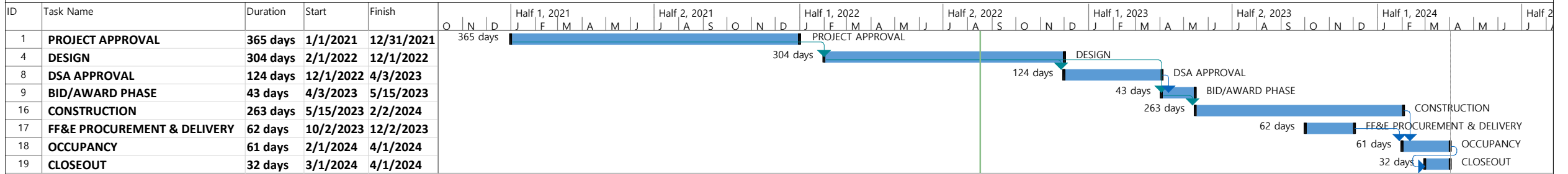
Project: NC - CHP+K  
Date: 8/17/2022



Task		Inactive Task		Manual Summary Rollup		External Milestone	
Split		Inactive Milestone		Manual Summary		Deadline	
Milestone		Inactive Summary		Start-only		Progress	
Summary		Manual Task		Finish-only		Manual Progress	
Project Summary		Duration-only		External Tasks			

NORCO COLLEGE - EARLY CHILDHOOD EDUCATION CENTER AT STOKOE ELEMENTARY SCHOOL

(STATE GRANT - \$5,000,000)



Project: NC - Early Childhood Education Center at Stokoe  
Date: 8/17/2022



Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			




















RIVERSIDE CITY COLLEGE - DIGITAL LIBRARY STEM ENGAGEMENT CENTER

(LOCAL RESOURCES - \$5,000,000)

ID	Task Name	Duration	Start	Finish	2020		2021		2022		2023		2024		2025		2026		2027	
					Qtr 1	Qtr 3	Qtr 1	Qtr 3	Qtr 1	Qtr 3	Qtr 1	Qtr 3	Qtr 1	Qtr 3	Qtr 1	Qtr 3	Qtr 1	Qtr 3	Qtr 1	Qtr 3
1	PRELIMINARY PLANS	106 days	9/1/2021	12/15/2021																
2	WORKING DRAWINGS	138 days	12/15/2021	5/1/2022																
3	DSA FINAL APPROVAL	181 days	4/4/2022	10/1/2022																
4	ADVERTISE BID FOR CONSTRUCTION	90 days	4/1/2023	6/30/2023																
5	AWARD CONSTRUCTION CONTRACT	30 days	8/15/2023	9/14/2023																
6	CONSTRUCTION WORK	244 days	9/15/2023	5/15/2024																
7	ADVERTISE BID FOR EQUIPMENT (DELIVERY & INSTALLATION)	259 days	7/1/2023	3/15/2024																
8	MOVE & OCCUPANCY	31 days	5/15/2024	6/14/2024																
9	COMPLETE PROJECT	12 days	6/17/2024	6/28/2024																

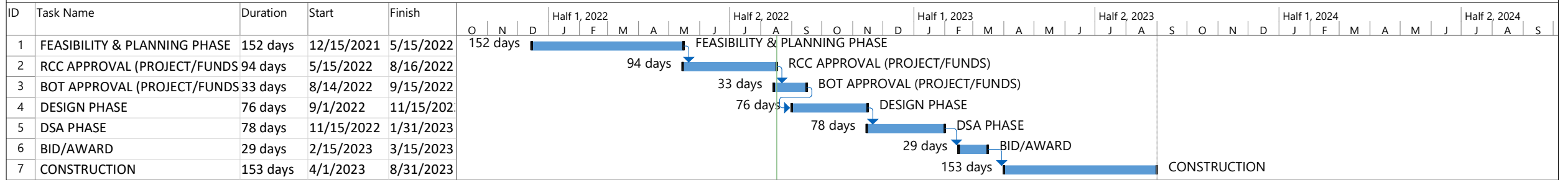
Project: RCC - STEM Engagement Center  
Date: 8/18/2022



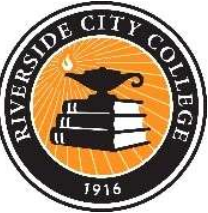

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

# Riverside City College - Football Field and Running Track Replacement

**FUNDING - TBD**



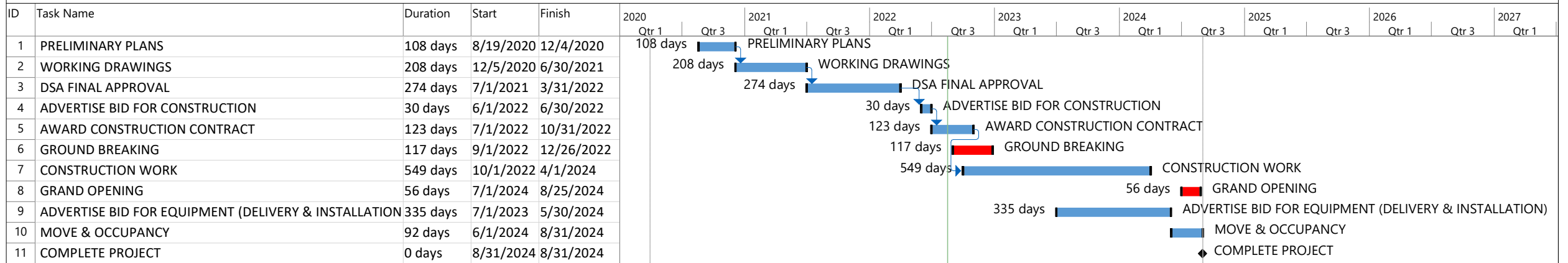
Project: RCC - Football Field and Running Track Replacement  
Date: 8/17/2022

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

RIVERSIDE CITY COLLEGE - LIFE SCIENCE/PHYSICAL SCIENCE RECONSTRUCTION (FOR BUSINESS EDUCATION + COMPUTER INFORMATION SYSTEMS)

(STATE CAPITAL OUTLAY, MEASURE C, LOCAL RESOURCES - \$35,004,000)



Project: RCC - LS/PS Reconstruction for Business + CIS  
Date: 8/17/2022



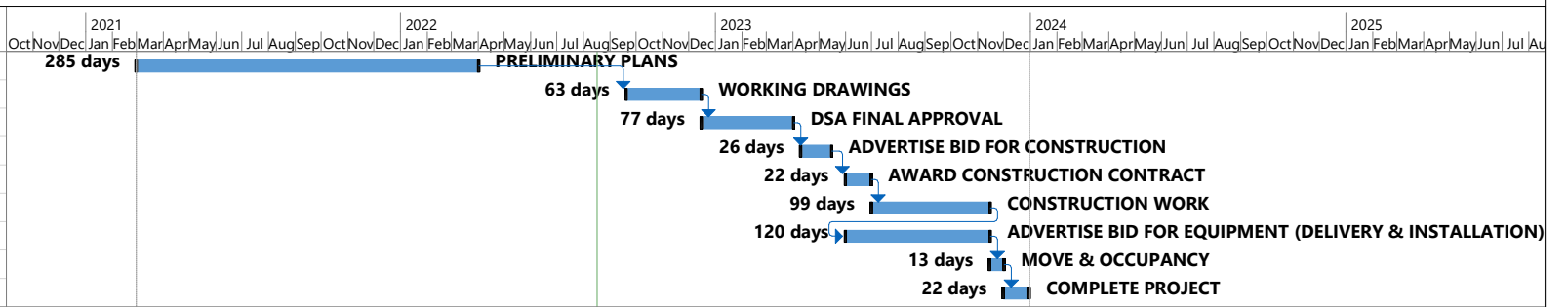
Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



RIVERSIDE CITY COLLEGE - THROWING SPORTS FIELD RENOVATION

(FUNDING SOURCE - PROJECT COST)

ID	Task Name	Duration	Start	Finish
1	PRELIMINARY PLANS	285 days	3/1/2021	4/1/2022
2	WORKING DRAWINGS	63 days	9/20/2022	12/15/2022
3	DSA FINAL APPROVAL	77 days	12/16/2022	4/1/2023
4	ADVERTISE BID FOR CONSTRUCTION	26 days	4/10/2023	5/15/2023
5	AWARD CONSTRUCTION CONTRACT	22 days	6/1/2023	6/30/2023
6	CONSTRUCTION WORK	99 days	7/1/2023	11/15/2023
7	ADVERTISE BID FOR EQUIPMENT (DELIVERY & INSTALLATION)	120 days	6/1/2023	11/15/2023
8	MOVE & OCCUPANCY	13 days	11/15/2023	12/1/2023
9	COMPLETE PROJECT	22 days	12/1/2023	12/30/2023



Project: RCC - Throwing Sports Field Renovation  
Date: 8/17/2022

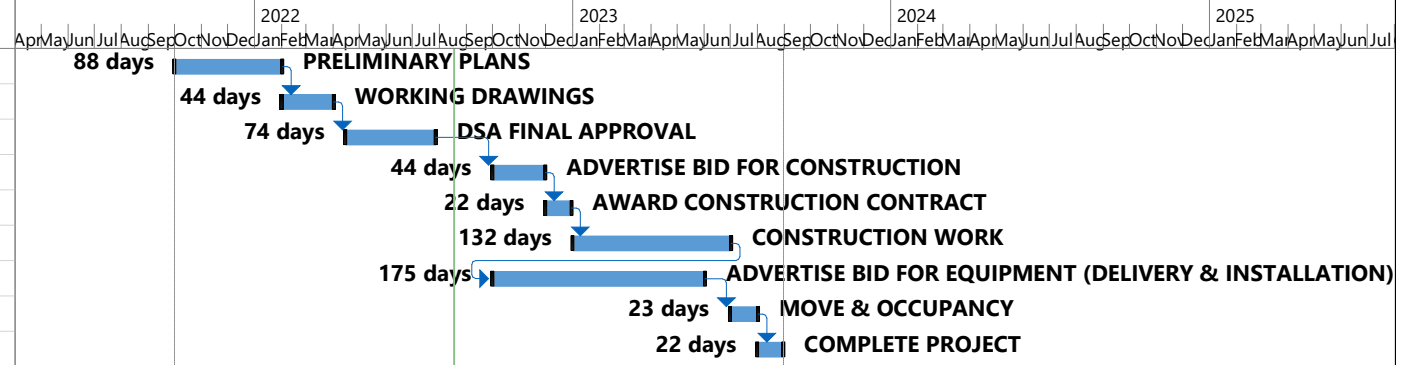


Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

RIVERSIDE CITY COLLEGE - TSS DEPARTMENT RELOCATION

(FUNDING SOURCE - PROJECT COST)

ID	Task Name	Duration	Start	Finish
1	PRELIMINARY PLANS	88 days	10/1/2021	2/1/2022
2	WORKING DRAWINGS	44 days	2/1/2022	4/1/2022
3	DSA FINAL APPROVAL	74 days	4/15/2022	7/27/2022
4	ADVERTISE BID FOR CONSTRUCTION	44 days	10/1/2022	11/30/2022
5	AWARD CONSTRUCTION CONTRACT	22 days	12/1/2022	12/30/2022
6	CONSTRUCTION WORK	132 days	1/1/2023	7/1/2023
7	ADVERTISE BID FOR EQUIPMENT (DELIVERY & INSTALLATION)	175 days	10/1/2022	6/1/2023
8	MOVE & OCCUPANCY	23 days	7/1/2023	8/1/2023
9	COMPLETE PROJECT	22 days	8/1/2023	8/30/2023



Project: RCC - TSS Department Relocation  
Date: 8/18/2022



Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

RIVERSIDE COMMUNITY COLLEGE DISTRICT - RCC ADA GOMEZ (PH. II)

(21-22 Scheduled Maintenance & Local Sources) - \$1,000,000

ID	Task Name	Duration	Start	Finish	2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter									
					Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
1	DESIGN (SD, DD, CD)	306 days	7/1/2020	5/2/2021	306 days																																				
2	PERMIT - DSA REVIEW/APPROVAL	215 days	5/2/2021	12/3/2021	215 days																																				
3	CM COST PROPOSAL FOR CONSTRUCTABILITY REVIEW	15 days	2/1/2022	2/15/2022	15 days																																				
4	IOR / SPECIAL INSPECTION COSTS	28 days	5/4/2022	5/31/2022	28 days																																				
5	BID/AWARD PHASE	69 days	5/4/2022	7/11/2022	69 days																																				
6	CONSTRUCTION	245 days	7/15/2022	3/16/2023	245 days																																				
7	CLOSEOUT	32 days	3/17/2023	4/17/2023	32 days																																				
8																																									

Project: RCCD - RCC ADA Gomez (Ph. II)  
Date: 8/17/2022



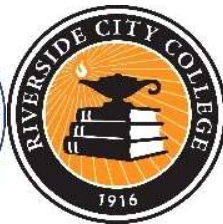

Task		Inactive Task		Manual Summary Rollup		External Milestone	
Split		Inactive Milestone		Manual Summary		Deadline	
Milestone		Inactive Summary		Start-only		Progress	
Summary		Manual Task		Finish-only		Manual Progress	
Project Summary		Duration-only		External Tasks			

RIVERSIDE COMMUNITY COLLEGE DISTRICT - SOLAR PLANNING INITIATIVE DISTRICTWIDE SOLAR PLAN

(MEASURE C - \$229,220)  
\*budget is for consultant only\*

ID	Task Name	Duration	Start	Finish	Half 1, 2020					Half 2, 2020					Half 1, 2021					Half 2, 2021					Half 1, 2022					Half 2, 2022					Half 1, 2023					Half 2, 2023					Half														
					J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A		M	J	J	A	S	O	N	D	J	F	M	A	M	J
1	<b>PROJECT APPROVAL</b>	<b>72 days</b>	<b>1/6/2020</b>	<b>3/17/2020</b>	PROJECT APPROVAL																																																						
2	<b>FEASIBILITY &amp; PLANNING PHASE</b>	<b>409 days</b>	<b>3/17/2020</b>	<b>4/30/2021</b>	FEASIBILITY & PLANNING PHASE																																																						
3	<b>DEVELOPMENT PHASE</b>	<b>123 days</b>	<b>5/1/2021</b>	<b>8/31/2021</b>	DEVELOPMENT PHASE																																																						
4	<b>EXECUTION PHASE</b>	<b>731 days</b>	<b>8/31/2021</b>	<b>8/31/2023</b>	EXECUTION PHASE																																																						

Project: RCCD - Districtwide Solar Plan  
Date: 8/18/2022



Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

# Moreno Valley College

## 2021-22 SM Scheduled Maintenance Projects - Tracking Log

Updates as of:  
8/17/2022

Project Name	Project Total	Capital Summary Form	DSA	Bid Dates	Construction Dates	EEM or ECM	Status/Notes
ECEC Flooring	\$ 87,822	Sent to Purchasing 1-18-22	No	2-21-22 to 3-01-22	7-15-22 to 8-1-22	No	Mike's Flooring
Fire Alarm Upgrades - install beam detectors	\$ 27,804	N/A	119402	N/A	Completed 2/2/22	No	Fire Alarm Upgrades C007159
Replace exhaust supply fans - Library, Sci & Tech Bldgs	\$ -	deleted	No	TBD	N/A	No	receiving proposal for architect - project deleted pending state approval
Replace playground equipment - ECEC	\$ 205,400	In Progress	Yes	TBD	Dec 22'	No	Meeting with user groups
Replace Burglar alarm system - Humanities & SAS	\$ 82,600	Sent to Purchasing 3-3-22	No	3/30/2022	4-1-22 to 4-29-22	No	Apple Valley Communications NOA to be sent \$82,600
Replace Camera System - Warehouse	\$ 24,395	N/A	No	3/14/2022	4-1-22 to 4-29-22	No	Awarded to Avidex
Repair Dry Rot & Flooring	\$ 10,700	In Progress	N/A	Completed	Completed	No	Project Completed 12/31/21 \$10,700
Replace Chillers - Mech. II	\$ 1,123,432	In Progress	No	TBD	TBD	No	PO requested for selected WestBerg White
Replace Fan Coils and Blowers - student services	\$ 200,000	Will Be processed with SS Renovation Project	No	Dec 22'			
Remodel Faculty Offices - Humanities	\$ 192,460	Sent to Purchasing 3-3-22	No	4/5/2022	7/3/22 To 8/1/22	No	Bid opening 4/5/22
Replace Lighting w/LEDs - Lion's Den	\$ 66,400	In progress	No	5/1/2022	6/1/22 to 6/10/22	Yes	Design Phase
Library 3rd Floor Camera	\$ 30,128		No			No	
Remodel Study Rooms - Library	\$ 22,000		No			No	
Replace A/C Units PSC-1 & Student Activities	\$ 22,000	Pending approval					Pending state approval
Replace flooring at Science and Tech	\$ 52,891	Pending approval					Pending state approval
<b>Total</b>	<b>\$ 2,148,032</b>						
<b>Total 2021-22 SM Allocation</b>	<b>\$ 2,148,032</b>						

Funds must be encumbered by: 6/30/2023  
Funds must be expended by: 6/30/2023

# Norco College

## 2021-22 SM Scheduled Maintenance Projects - Tracking Log

Project Name	Project Total	Capital Summary Form to FPD	DSA	Bid Dates	Construction Dates	EEM or ECM	Status/Notes
Elevators: ATECH, SSV & Theater	\$ 515,000	Submitted 10-6-21/ Sent to Purchaing 11/30/2021	Yes	Complete	1/3/22-9/9-22	No	Contractis completed and submittals are in progress
3rd St & Access Road AC Repairs	\$ 447,500	Submitted 10-6-21	Yes	10/25/21-11/16/21	1/10/22-1/31/22	No	Under DSA review
Library footings: Water repair	\$ 40,000	Submitted 10-6-21	No	11/2/21-11/30/21	1/10/22-1/24/21	No	Completed
Emergency Lighting backup repairs	\$ 100,000	Submitted 10-6-21	No	11/2/21-11/30/21	1/10/22-1/24/22	No	Drafting scope of work
Roof Repairs: STEM 200, 300 & WEQ W4, W5, W6, W8 & W9	\$ 418,978	Submitted 10-6-21 - Sent to Purchaing 11/12/2021	No	11/2/21-11/30/21	1/10/22-2/7/22	No	Completed
Irrigation Controller replacement	\$ 373,773	Submitted 10-6-21 - Sent to I.T. for review 2/10/22	No	3/21/22-4/26/22	6/13/22-7/29/22	Yes	Equipment and controller plan in progress by Cal Sense
VRC Hillside landscape improvements	\$ 35,000	Submitted 10-6-21 - Sent to Purchaing 12/8/2021	No	3/21/22-4/26/22	6/13/22-7/13/22	No	Completed
Caulking and window seals: Lib & CSS	\$ 150,000	Submitted 10-6-21 - Sent to purchasing 2/9/2022	No	3/1/22-4/5/22	6/13/22-7/5/22	No	Drafting scope of work
Fire alarm panel replacements	\$ 150,000	Submitted 10-6-21 - Sent to purchasing 11/12/2021	Yes	3/1/22-4/5/22	6/13/22-7/5/22	No	Pending design
WEQ Concrete replacement	\$ 10,000	Submitted 10-6-21	No	3/7/22-4/12/22	6/13/22-6/27/22	No	Req/P.O being generated
Irrigation & Site plumbing isolation valve replacement	\$ 100,000	Hold for 22/23 FY	No			No	HOLD till 22/23 FY

**Total \$ 2,340,251**

**Total 2021-22 SM Allocation \$ 2,340,251**

Funds must be encumbered by: 6/30/2023

Funds must be expended by: 6/30/2023

# Riverside City College

## 2021-22 Scheduled Maintenance Projects - Tracking Log

Project Name	Project Total	Capital Summary Form	DSA	Bid Dates	Construction Dates	EEM or ECM	Status/Notes
Replace Roofs - Tech A & Elevator Tower	\$ 180,000	Sent to Purchasing 2-9-22	N	4-4-22 to 4-13-22	6-13-22 to 7-13-22	No	Architect has been selected and working on design
Replace Floor Tile & Expand Doorways - Bradshaw	\$ 650,000	Sent to Purchasing 1-25-22	N	4-4-22 to 4-13-22	6-13-22 to 8-19-22	No	Design is complete. Awaiting quote for cost estimate and constructability review.
Upgrade Faraday System - ECS	\$ 125,000	Sent to Purchasing 2-9-22	Y	4-25-22 to 5-5-22	6-13-22 to 7-13-22		This project may be tabled because State of California code only permits soft costs, which include architectural and DSA fees, may not exceed 11% of the construction costs. This project was estimated between \$100k and \$130k, which means architectural costs could not exceed \$14k. The lowest architectural quotes for this project have been at \$17,500.
Replace Chiller, Air Handlers, Boilers, and Controllers - Cosmetology Bldg	\$ 650,000	Feasibility Study in Progress	N				feasibility study by an engineer estimates that this project will now cost approximately \$1.2M - \$1.4M. Other projects may be eliminated in order to fund this project. RCC Facilities is working with RCCD Facilities to evaluate/create a plan.
Replacement of Two 10-ton HVAC Units - Bradshaw (Hall of Fame)	\$ 125,000	Sent to Purchasing 2-9-22	Y	4-1-22 to 4-15-22	6-13-22 to 7-13-22	No	Job walk was held on 8/9/22. Bids are due 8/23/22.
Replace HVAC Controllers- MLK	\$ 300,000	Sent to Purchasing 1-24-22	Y	4-1-22 to 4-15-22	6-13-22 to 8-19-22		This project will likely be tabled in order to fund the Controller and HVAC project at Cosmetology, which is in a more severe situation.
Replace Boilers - Digital Library	\$ 182,000	Sent to Purchasing 1-25-22	N	2-15-22 to 3-15-22	6-13-22 to 8-12-22		Job walk is scheduled for 9/12/22.
Renovate Restrooms & Expand Doorways to ADA Compliant - QUAD	\$ 400,000	Sent to Purchasing 1-10-22	Y			No	Project on hold due to inspection finding the restrooms may already be in compliance.
Evans Complex Upgrades	\$ 350,000	Sent to Purchasing 1-10-22	Y			No	Currently in design with SGH Architects.
Replace Roof - Facilities Bldg	\$ 140,000	Sent to Purchasing 2-9-22	Y			JNo	Architect has been selected
Paint Exterior of Facilities Bldgs	\$ 165,422		tbd			No	obtaining lead abatement quotes
Replace 6 HVAC Units - Tech A Bldg.	\$ 150,000	Sent to Purchasing 1-25-22	N				Architect currently in design
Carpet Replacement - Digital Library	\$ 420,000	Sent to Purchasing 1-10-22	N			No	Job walk scheduled for 8/26/22.
Upgrade Faraday System - Cosmetology	\$ 130,000	Sent to Purchasing 2-9-22	Y				This project will likely be combined with the Controllers/HVAC project at Cosmetology because it is going to be a requirement by DSA.
Replace EST Fire Alarm System - Digital Library	\$ 520,000	Sent to Purchasing 1-25-22	Y			No	Architect scheduled to meet with DSA 9/22.
Re-Roof MLK	\$ 700,000	Sent to Purchasing 1-10-22	Y			No	Architect scheduled to meet with DSA 8/22.
Modernize Elevator - Tech B	\$ 350,000	Sent to Purchasing 1-19-22	Y			No	Architect currently in design
Replace Boilers - Cosmetology	\$ 100,000	Not received				No	
Elevator Equipment Replacement at Elevator Tower #1 - Art (Phase II)	\$ 350,000	To be revised	y			No	Project underway. All mechanical upgrades scheduled for completion by 8/19/22. Cab modifications scheduled for 11/22.
Infrastructure Upgrade - Cutter Pool	\$ -	Project Canceled	-			-	Project canceled, funds transferred

Total \$ 5,987,422

Total 2021-22 SM Allocation \$ 5,987,422

District ADA Allocation	Project Total	Capital Summary Form	DSA	Bid Dates	Construction Dates	EEM or ECM	Status/Notes
ADA Repairs - Campus Wide (Gomez)	\$ 660,000						

Total \$ 660,000

Funds must be encumbered by: 6/30/2023  
Funds must be expended by: 6/30/2023

## Riverside City College

### 2018-19 Scheduled Maintenance Open Projects - Status

Project Name	Project Total	Capital Summary Form	DSA Required	Bid Dates	Construction Dates	EEM or ECM	Status/Notes
RCC - Replacement of Automatic Doors - MLK	\$ 41,219	<i>Received August 2021</i>	N	1/18/2022	6-13-22 to 7-13-22	No	Project awarded to contractor. Parts will take approximately 14 weeks
<b>Total \$</b>		<b>41,219</b>					

2018-19 SM Funds must be encumbered by: 6/30/2022  
 2018-19 SM Funds must be expended by: 6/30/2022

Extension granted to expend funds by end of year

## Moreno Valley College

### 2017-18 SM Scheduled Maintenance Open Projects - Status

Project Name	Project Total	Capital Summary Form	DSA	Bid Dates	Construction Dates	EEM or ECM	Status/Notes
Humanities 109 - Seat Repair & Carpet Replacement	\$ 16,000			2-21-22 to 3-01-22	7-15-22 to 8-1-22	No	Project completed and \$173.00 left to spend. Met with MVC and they will use project savings to open a new project that is currently open for FY21-22 and apply remaining funds here.
Replace Playground Equipment & Padded Flooring - ECEC	\$ 173					No	

All other projects for MVC 2018-19 have been completed and expended

2018-19 SM Funds must be expended by: 6/30/2021

Extension granted to expend funds ASAP



# Board of Trustees Regular/Committee Meeting (IV.D)

Meeting	August 2, 2022
Agenda Item	Resources (IV.D)
Subject	Resources Committee Riverside City College Priority Capital Projects
College/District	District
Funding	N/A
Recommended Action	Information Only

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## Background Narrative:

Attached for the Board of Trustees' review and discussion is an update on Riverside City College Capital Projects, including:

1. Donated Printing Press
2. Life Science & Physical Science Reconstruction for Business Education and Computer Science Information
3. Football Field & Running Track Replacement
4. Digital Library STEM Engagement Center
5. Technology Support Services Department Relocation – Digital Library STEM Engagement Center
6. Throwing Sports Field Renovation

Prepared By: Aaron S. Brown, Vice Chancellor, Business & Financial Services  
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development  
Lynn Wright, Interim President, Riverside City College  
Kristine DiMemmo, Vice President, Planning & Development, Riverside City College  
Mehran Mohtasham, Director, Capital Planning

# RCC PRIORITY CAPITAL PROJECTS



Board of Trustees Committee Meeting  
August 2, 2022

# Background Priority Capital Projects

- *Riverside City College has a number of critical projects. They are presented for discussion and review*
- *The background of each project and relevant issues are identified on the following slides*

# Priority Capital Projects List

1. Donated Printing Press
2. Life Science & Physical Science Reconstruction for Business Education and Computer Science Information
3. Football Field & Running Track Replacement
4. Throwing Sports Field Renovation
5. Digital Library STEM Engagement Center
6. Technology Support Services Department Relocation – Digital Library STEM Engagement Center

# Donated Printing Press

<b>Background</b>	<i>RCC received a printing press as a donation from Jan Steiner, a local printing entrepreneur. The printing press is worth over \$1.0 million. It will be used for the Applied Digital Media and Printing program. Upgrades to the Tech B building were necessary to accommodate the installation of the new/donated equipment</i>
<b>Project Update</b>	<i>The electrical system upgrade is under construction and expected to be completed by the end of August 2022. The estimated delivery date of the printing press is in September 2022</i>

# Life Science & Physical Science Reconstruction for Business Education & Computer Science Information

<p><b>Background</b></p>	<p><i>This is a State and locally funded project (\$29 m State; \$6.1 m Measure C; \$3.1 m General Funds). Business Education (BE) and Computer Science Information (CIS) programs will be housed in the remodeled Life Science &amp; Physical Science buildings. Planned occupancy is Fall 2024</i></p>
<p><b>Project Update</b></p>	<p><i>On July 19 the District received construction bids, and the lowest responsible and responsive bidder is within budget. The construction bids will be presented before the board on August 16 for approval. Start of construction is expected by the end of September upon the State approval of the construction bids results</i></p>

# Football Field & Running Track Replacement

<b>Background</b>	<i>In Fall 2021, RCC conducted a facilities conditions assessment of the football field and track. The assessment concluded that both the field and track posed safety hazards that could result in injuries due to the age of the facilities and impairment of their infrastructure</i>
<b>Issues</b>	<i>The combined restoration cost is estimated at \$7.7 m (Field - \$4.0 m; Track - \$3.7 m). The college has restricted access for educational purposes only and prohibited community use due to safety and liability concerns</i>
<b>Solutions</b>	<p><i>Deliver the combined Field and Track restoration project by August 2023:</i></p> <ul style="list-style-type: none"> <li>• <i>Solicit design services by August 2022 and obtain DSA approval by December 2022</i></li> <li>• <i>Procure materials/equipment under CMAS contracts by March 2023</i></li> <li>• <i>Solicit construction/installation services and deliver the project by August 2023</i></li> </ul>

**Note:** An alternative site has been secured for 2022 football season. Completion of the project by August 2023 assumes no external issues are encountered. RCC needs to secure an alternative site for the 2023 football season as a back-up plan in the event the project experiences unexpected delays and can't be complete by August 2023

# Throwing Sports Field Renovation

<p><b>Background</b></p>	<p><i>The existing Throwing Sports Field does not comply with up-to-date safety codes and the facility's equipment is at the end of its lifecycle. Upgrades to the field including Hammer, Discus, Javelin, and Shot Put programs are necessary to bring the facility's safety codes and standards up-to-date</i></p>
<p><b>Issues</b></p>	<p><i>The renovation of the project is estimated at \$2.0 m. The teams can continue to play on the field if adequate safety precautions are implemented to restrict access around the field, including the parking structure when the field is in use</i></p>
<p><b>Solutions</b></p>	<p><i>The project is eligible for the state schedule maintenance funding for FY 22-23</i></p>

**Note:** RCC has already taken measures to mitigate safety hazards including class schedules to minimize presence around the area. If the project does not move forward, RCC will take additional safety measures such as adding additional safety fencing/extension screens and adding caution signage to restrict access during class schedule and throwing activities.



# Digital Library STEM Engagement Center

<b>Background</b>	<i>The STEM Engagement Center is designed to support STEM students and enhance their guided pathway goals. The project will reconstruct and repurpose a portion of the lower level of the Digital Library building, providing space for students to study, interact, and collaborate</i>
<b>Issues</b>	<i>The BOT approved a \$5.0 m project budget in June 2021. The project is in review at DSA. The college had a multi-year project funding plan based on the projects cashflow needs. Also, the college needs to relocate the TSS department to the old financial services building before construction starts for the STEM center</i>
<b>Solutions</b>	<i>The college has identified \$2.94 m of local resources. The project will continue as planned while the college and District Office work together to ensure the remaining \$2.05 m is available prior to construction bidding</i>

# Technology Support Services Department Relocation – Digital Library STEM Engagement Center

<p><b>Background</b></p>	<p><i>In order to reconstruct the Digital Library STEM Engagement Center, the college needs to relocate the TSS department to the old financial services building, which requires space remodeling and systems upgrade</i></p>
<p><b>Issues</b></p>	<p><i>The renovation of the project is estimated at \$1.85 m. Originally, the college planned for very minor upgrades totaling \$150,000 for the old financial services building to accommodate the TSS Department relocation. However, when the feasibility study was completed, a significant capital upgrade is required due to the age of the building and outdated building systems</i></p>
<p><b>Solutions</b></p>	<p><i>The college has identified \$1.85 m of local resources for this project</i></p>

# RCC Possible Project Funding Sources

Funding Description (Riverside City College)	Amount Available*
Redevelopment Carryover – Resource 1180	\$805,871
Measure C – Riverside Uncommitted Funds	\$620,675
Permanent Personnel Holding Account – GF	\$1,000,000
Indirect Holding Account – GF	\$1,304,078
Barnes & Noble Signing Bonus FY 12/13 – GF	\$3,386
College Fund Balance from FY 21/22 to FY 22/23 – GF	\$4,000,000
College Fund Balance Carryover from FY 20/21 to FY 21/22 – GF	\$190,147
College Fund Balance 1% Contingency – GF	\$1,189,648
State Scheduled Maintenance FY 22/23	\$2,000,000
<b>Total College Funding</b>	<b>\$11,113,805</b>

\* This is an estimate since FY 21/22 year end closing has not been finalized yet.

# RCC Proposed Prioritized Project Plan

Priority	Project	Anticipated Project Budget	FY 21-22 Identified Budget	FY 22-23 Identified Budget	Shortfall
N/A	Donated Printing Press	\$120,000	\$120,000	-	\$0
#1 – FY 22-23	RCC LS/PS Reconstruction	\$38,137,000	\$38,137,000	-	\$0
#2 – FY 22-23	Football Field & Running Track Replacement	\$7,700,000	\$3,380,890	\$4,319,110	\$0
#3 – FY 22-23	Throwing Sports Field Renovation	\$2,000,000	-	\$2,000,000	\$0
#4 – FY 22-23	TSS Relocation – DL STEM Engagement	\$1,850,000	-	\$1,850,000	\$0
#5 – FY 23-24	DL STEM Engagement Center	\$5,000,000	-	\$2,944,695	(\$2,055,305)
	<b>Total</b>	<b>\$ 54,807,000</b>	<b>\$41,637,890</b>	<b>\$11,113,805</b>	<b>(\$2,055,305)</b>



# DISCUSSION AND QUESTIONS

Board of Trustees Committee Meeting  
August 2, 2022



# Board of Trustees Regular Meeting (VI.S)

Meeting	August 16, 2022
Agenda Item	Grants, Contracts and Agreements (VI.S)
Subject	Grants, Contracts and Agreements Special Services Agreements with SunPower Corporation/TotalEnergies Distributed Generation USA, LLC for the Districtwide Solar Planning Initiative
College/District	District
Funding	District General Funds
Recommended Action	Recommend approving a Special Services Agreements with SunPower Corporation/TotalEnergies Distributed Generation USA, LLC for the Districtwide Solar Planning Initiative in the not to exceed amount of \$292,661.

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## Background Narrative:

In October 27, 2021, the District issued a Request for Qualification and Proposals (RFQP) #07-21/22-6 Design-Build Turnkey Services for Districtwide Solar Photovoltaic System and Battery Energy Storage System to solicit statements of qualifications and cost proposals, from qualified firms (Proposers); Proposers to design and construct a project for the Districtwide Solar Planning Initiative at District's Sites: Moreno Valley College, Norco College, Riverside City College, Ben Clark Training Center, and Centennial Plaza in accordance with Government Code §4217.12.

In January 6, 2022, the District received four (4) RFQP responses. The highest scoring firm, SunPower Corporation was selected for the District to negotiate the Design-Build Turnkey Services contract and final fee proposal.

As part of the contract negotiations process, the district may engage the selected firm with a special services agreement to conduct due diligence activities prior to execution of the final contract.

On May 12, 2022, the district executed the first special services agreement with SunPower Corporation in the not exceed amount of \$61,652 to initiate and submit the solar/battery interconnection applications for all project sites with utility providers.

On May 31, 2022, SunPower Corporation was officially acquired by TotalEnergies Distributed Generation USA, LLC.

The District recommends that Sun Power Corporation/TotalEnergies Distributed Generation USA, LLC proceed with additional due diligence activities for all project sites including: geotechnical analysis, topographical survey and underground utilities assessment, in the not to exceed amount of \$231,009. This brings the total authorization to \$292,661.

The final Design-Build Turnkey Services contract for Districtwide Solar Photovoltaic System and Battery Energy Storage System is expected to be finalized by September and presented to the Board of Trustees for approval in October.

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

Mehran Mohtasham, Director, Capital Planning

Bart Doering, Director, Facilities Development

Majd S. Askar, Vice President, Business Services, Moreno Valley College

Michael Collins, Vice President, Business Services, Norco College

**AGREEMENT FOR SPECIAL SERVICES**

This Agreement for Special Services (this "Agreement") is entered into as of [ ], 2022 (the "Effective Date") by and between TotalEnergies Distributed Generation USA, LLC, a Delaware limited liability company ("Contractor") and Riverside Community College District, a California Community College District ("Customer"). Contractor and Customer are collectively referred to herein as the "Parties" and each of them is referred to herein as a "Party".

**RECITALS**

- A. Contractor and Customer intend to negotiate the terms of a Design-Build Energy Services Agreement ("ESA") or similar definitive agreement (referred to herein as the Engineering, Procurement and Construction Agreement or "EPC Agreement") pursuant to which Customer will retain Contractor to design, procure, install and construct one or more solar photovoltaic and energy storage system (the "Project") located at the site(s) specified on the attached Exhibit A (the "Site"). This Agreement does not create any obligation by either Party to execute the EPC Agreement.
- B. Customer desires to engage Contractor to proceed with the performance of certain services in relation to the Project, as more fully described herein (the "Services"), prior to the anticipated execution of the EPC Agreement.
- C. Contractor and Customer desire to enter into this Agreement to govern the Services and the terms and conditions related thereto.
- D. Customer is authorized to enter into this Agreement pursuant to California Government Code § 53060.

NOW, THEREFORE, intending to be legally bound hereby, and in consideration of the covenants set forth herein, the Parties agree as follows:

**AGREEMENT**

**1. SERVICES.**

- a. **Scope of Services.** Customer authorizes Contractor to perform the Services specified on Exhibit A, commencing as of the Effective Date.
- b. **Customer Cooperation.** Customer shall provide commercially reasonable cooperation with Contractor as reasonably necessary for Customer to perform the Services, and Customer shall otherwise use commercially reasonable efforts to take, or cause to be taken, such actions and to do, or cause to be done, such things as may be necessary or advisable in order to give full effect to the transactions contemplated by this Agreement.

**2. PAYMENT FOR SERVICES.**

- a. **Payment.** In consideration of Contractor's performance of the Services, Customer shall pay to Contractor the amounts shown in Exhibit A for each Site and Service performed in respect of such Site (collectively, the "Agreement Amount"). The Agreement Amount excludes applicable sales, use, excise, VAT ID (Value Added Tax Identification Number) and similar taxes.
- b. **Payment Terms.**
  - i. Contractor shall be entitled to submit an invoice to Customer upon achievement of each payment milestone listed in Exhibit A (each, a "Payment Milestone").
  - ii. Customer shall pay Contractor within thirty (30) days after Customer's receipt of each invoice.
- c. **Late and Disputed Payment.** Interest on late payments and wrongfully withheld or disputed amounts shall be paid in accordance with Civil Code § 3320.

**3. EPC NEGOTIATIONS.**



Customer shall, from the Effective Date and for a period of ninety (90) days (such period, as may be extended by mutual written agreement of the Parties, the “Exclusivity Period”), continue to negotiate exclusively and in good faith an EPC Agreement with Contractor for the Project. If the Parties have not mutually executed an EPC Agreement by the end of the Exclusivity Period, the Parties shall not unreasonably withhold agreement on a reasonable extension thereof, provided that neither Party is in breach of this Agreement, the Parties’ negotiation of the EPC Agreement is at that time progressing at a commercially reasonable pace toward mutual execution, and neither Party has otherwise terminated this Agreement as provided herein. The Parties shall work cooperatively and negotiate in good faith in an effort to agree on mutually acceptable terms for the EPC Agreement.

**4. WORK PRODUCT.**

All drawings, specifications, calculations, data, notes and other materials and documents, including electronic data furnished by Contractor to Customer under this Agreement (“Work Product”) are the instruments of service of Installer and Contractor will retain all common law, statutory and other reserved rights, including copyrights. Upon Customer’s payment in full for all Work performed under this Agreement, Contractor hereby grants Customer, and its successors and assigns a perpetual, royalty-free limited license to use the Work Product in connection with Customer’s ownership, operation, maintenance and repair of the Project. The license granted under this Section is only valid for use in relation to the Project and this provision does not permit Customer to use Contractor’s intellectual property in relation to any other project, photovoltaic system or battery energy storage system. No other license in the Work Product is granted pursuant to this Agreement. If Customer uses the Work Product without further engagement by Contractor, the Customer shall hold harmless the Contractor and its affiliates and its and their consultants, agents, and employees, from and against any claims, damages, losses, and expenses arising out of or resulting from such use.

**5. RELATION TO EPC AGREEMENT.**

If or when the Parties mutually execute the EPC Agreement, the following shall apply as of the effective date thereof, unless expressly stated otherwise in the EPC Agreement: (a) the Services hereunder shall be included in and deemed a part of Work as defined in the EPC Agreement; (b) the Services hereunder shall be governed in all respects by the terms and conditions of the EPC Agreement; (c) the LNTP Amount shall be included in and deemed a part of the contract price specified in the EPC Agreement, and any payments made by Customer hereunder in respect of the Agreement Amount shall be credited toward the amounts owed by Customer under the EPC Agreement; and (d) this Agreement shall otherwise be deemed superseded by the EPC Agreement and terminated at no liability to either Party.

**6. TERM AND TERMINATION.**

This Agreement shall commence on the Effective Date and continue in effect until the earlier of (a) the Parties’ mutual execution of the EPC Agreement for the Project or (b) termination of this Agreement by either Party as provided herein (such period, the “Term”). If the Parties are unable to reach final agreement on the terms of, and mutually execute, the EPC Agreement by the end of the Exclusivity Period, or if at any time thereafter it becomes evident that the Parties will be unable to reach final agreement on the terms of an EPC Agreement, then either Party may terminate this Agreement upon written notice to the other Party.

- a. This Agreement may be terminated by either Party upon ten (10) days written notice to the other Party in the event of a substantial failure of performance by such other Party which such party does not commence to cure within such ten (10) day period, including insolvency of Contractor.
- b. This Agreement may be terminated without cause by Customer upon thirty (30) days written notice to the Contractor for any reason, or no reason, in good faith, other than an unlawful reason.
- c. The Parties understand and agree that the terms of this Section 6 and Section 7 shall govern all termination rights and procedures between the Parties.

**7. EFFECT OF TERMINATION.**

In the event either Party terminates this Agreement pursuant to Section 6 above, (a) Contractor shall have no further obligation to perform or complete the Services, regardless of the status thereof as of the termination date; (b) with respect to each Payment Milestone completed as of the termination date, Customer shall, to the extent not previously paid, pay to Contractor the corresponding amount as shown in Exhibit A; and (c) with respect to each

Payment Milestone in progress as of the termination date, Customer shall pay to Contractor an amount equal to Contractor's reasonable direct costs incurred in the performance of the Services in respect of such Payment Milestone as of the termination date. Customer shall pay Contractor the amount described in this Section within thirty (30) days after Customer's receipt of an invoice therefor accompanied by documentation reasonably sufficient to substantiate the invoiced amount.

**8. LIMITATIONS OF LIABILITY.**

- a. **Consequential Damages.** Neither Party nor its affiliates, shareholders, partners, directors, officers, agents, employees, representatives, successors or assigns shall be liable for consequential, special, exemplary, indirect, or incidental losses or damages (including revenues from lost power, lost energy savings, lost energy storage savings or benefits including, but not limited to, those from California's Self-Generation Incentive Program, lost tax credits to whomever potentially due, loss of use, cost of capital, loss of goodwill, and loss of revenues or profit) in connection with any liability arising out of or relating to this Agreement, from any and all causes, whether based on contract, tort (including negligence), strict liability or any other causes of action, and each Party hereby releases the other Party from any such damages.
- b. **Maximum Liability.** Except with respect to Contractor's obligation to indemnify Customer for third-party claims pursuant to Section 9(b) and for damage to Customer's property resulting from Contractor's wilful misconduct and as otherwise provided in this Section, Contractor's total aggregate liability arising out of or relating to this Agreement, from any and all causes, whether based on contract, tort (including negligence), strict liability or any other causes of action, shall not in any event exceed the Agreement Amount, except in cases of damage to Customer's property resulting from Contractor's performance under this Agreement, for which such damage, Contractor's liability shall not exceed one point five (1.5) times the Agreement Amount.

**9. INSURANCE AND INDEMNITY.**

- a. **Insurance.** Throughout the Term, and, if Parties fail to enter into an EPC Agreement, then for one year following the Term, for any policies issued on a claims made basis, Contractor shall maintain (1) comprehensive commercial general liability insurance, (2) workers' compensation insurance for Contractor's employees and (3) automobile liability insurance, and shall have Customer named as an Additional Insured on each such policy. Contractor shall provide Customer a certificate of insurance evidencing the insurance required in this Section that Customer is named as an Additional Insured on each such policy within five (5) business days of the effective date of mutual approval of the first amendment to this Agreement, effective \_\_\_\_\_.
  - 1. **Commercial General Liability:** Limits of liability will be maintained at \$1,000,000 per occurrence/\$2,000,000 annual aggregate. Coverage will include Products Completed Operations, Contractual Liability, Property Damage, and Personal Injury.
  - 2. **Workers' Compensation:** Statutory as described by law and employers' liability at limits of \$1,000,000.
  - 3. **Automobile Liability:** Limits will be maintained at \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Insurance shall cover owned, non-owned, and hired autos.
- b. **Contractor's Indemnification.** Contractor shall defend, indemnify and hold harmless Customer, its officers, directors, employees and agents from and against any third party claims, demands, damages, losses, fees, expenses, liabilities and penalties (including, without limitation, reasonable attorneys' fees), arising from personal injury or property damage claims, caused by Contractor or its performance or nonperformance under this Agreement; provided, however, in no event will Contractor be responsible for any such claims, losses, damages, injuries, and liabilities caused by Customer, third parties or other causes beyond Contractor's control; provided further that to the extent Customer recovers such damages, losses and expenses under any insurance policy, Customer shall reimburse any payment made by Installer under this indemnity.
- c. **Customer's Indemnification.** Customer shall defend, indemnify and hold harmless Contractor, its affiliates and its and their officers, directors, employees and agents from and against any claims, demands, damages, losses, fees, expenses, liabilities and penalties (including, without limitation, reasonable attorneys' and expert witnesses' fees),

arising out of or relating to Customer's performance or nonperformance under this Agreement, but only to the extent caused by the sole or active negligence or wilful misconduct of Customer, its separate contractors, or any person or entity for whose acts or omissions Customer may be liable, except to the extent such claim, damage, loss or expense is caused by Installer; provided further that to the extent Installer recovers such damages, losses and expenses under any insurance policy, Contractor shall reimburse any payment made by Customer under this indemnity.

**10. WAGE RATES; EMPLOYMENT OF LABOR.** All work or services performed under this Agreement, to the extent described as covered work under Labor Code sections 1720, et seq., shall be subject to the following requirements:

- a. Prevailing Wage Rate Schedules. Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the California Labor Code at §§1770 et seq., the Customer has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for holiday and overtime work in the locality in which the Work is to be performed. Holidays shall be as defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed under the Contract. Per diem wages include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided in California Labor Code §1773.8, apprenticeship or other training programs authorized by California Labor Code §3093, and similar purposes when the term "per diem wages" is used herein. Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. The Contractor shall post, at appropriate and conspicuous locations on the Site, a schedule showing all determined general prevailing wage rates.
  1. Payment of Prevailing Rates. There shall be paid each worker of the Contractor and Subcontractors, of any tier, engaged in the Work, not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor, of any tier, and such worker. The Contractor is solely responsible for obtaining and complying with prevailing wage rate determinations and modifications thereto during performance of the Work. Any such modification shall not result in an adjustment to Contract Price.
  2. Prevailing Rate Penalty. The Contractor shall, as a penalty, forfeit not more than Two Hundred Dollars (\$200.00) to the Customer for each calendar day or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. The amount of the penalty for failure to pay applicable prevailing wage rates shall be determined and assessed in accordance with the standards established pursuant to Labor Code §1775(a)(2). The amount of the penalty shall be determined based on consideration of both of the following: (i) whether the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor; and (ii) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations. The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor. The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Contractor or Subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned. The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1. When the penalty amount due hereunder is collected from the Contractor or

Subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that Contractor or Subcontractor shall be satisfied before applying that amount to the penalty imposed on that Contractor or Subcontractor hereunder. The difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

3. Prevailing Wage Rate Monitoring and Enforcement. During the Work and pursuant to Labor Code §1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Contractor and Subcontractors of every tier to pay laborers performing any portion of the Work the Prevailing Wage Rate established for the classification of work/labor performed.

b. Payroll Records.

1. Certified Payroll Records. Pursuant to California Labor Code §1776, the Contractor and each Subcontractor, of any tier, shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each person employed for the Work.
2. Certified Payroll Records Submittal to Labor Commissioner. The Contractor and all Subcontractors shall prepare and submit Certified Payroll Records to the Labor Commissioner in compliance with requirements established in Labor Code §1771.4. The form and content of Certified Payroll Records shall be as established by the Labor Commissioner and the frequency of Certified Payroll Records submittal to the Labor Commissioner shall be pursuant to Labor Code §1771.4.
3. Inspection and Copies of Certified Payroll Records. The payroll records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor on the following basis: (i) a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll records shall be made available for inspection or furnished upon request to the Customer, the Division of Labor Standards Enforcement ("DLSE") and the Division of Apprenticeship Standards of the Department of Industrial Relations ("Apprenticeship Council"); (iii) a certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Customer, DLSE and the Apprenticeship Council. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, Subcontractors and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor; (iv) the Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; (v) any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Customer, the Apprenticeship Council or DLSE shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any Subcontractor, of any tier, performing a part of the Work shall not be marked or obliterated. The Contractor shall inform the Customer of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change or location and address. In the event of noncompliance with the foregoing requirements, the Contractor shall have ten (10) days in which to comply, subsequent to receipt of written notice specifying in what respects the Contractor must comply herewith. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the Customer, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Apprenticeship Council or DLSE, such penalties shall be withheld from any portion of the Contract Price then or thereafter due the Contractor. The Contractor is solely responsible for compliance with the foregoing provisions.

4. Provisions of Labor Code. The Parties agree and acknowledge that the provisions of Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815 have been attached hereto, and are incorporated as though fully set forth herein, by this reference. Contractor shall include in each subcontract for or related to the Work these same provisions of Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815 as an attachment thereto, incorporated therein.

c. Hours of Work.

1. Limits on Hours of Work. Pursuant to California Labor Code §1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code §1811, the time of service of any worker employed at any time by the Contractor or by a Subcontractor, of any tier, upon the Work or upon any part of the Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees of Contractor or any Subcontractor, of any tier, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-½) times the basic rate of pay.
2. Penalty for Excess Hours. The Contractor shall pay to the Customer a penalty of Twenty-five Dollars (\$25.00) for each worker employed on the Work by the Contractor or any Subcontractor, of any tier, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1-½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.
3. Work Hours/Days. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to hours and days of work governing construction sites and activities.
4. Contractor Responsibility. Any Work performed by workers necessary to be performed after regular working hours, as established by the city and/or county) or on Sundays or other holidays shall be performed only with prior approval from the Customer and without adjustment to the Contract Price or any other additional expense to the Customer. The Contractor shall be responsible for costs incurred by the Customer which arise out of Work performed by the Contractor at times other than the Customer's regular working hours of 7 am to 5 pm and regular working days of Monday through Friday. Upon determination of such costs, the Customer may deduct such costs from the Contract Price then or thereafter due the Contractor.

d. Apprentices.

1. Employment of Apprentices. Any apprentices employed to perform any of the Work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code §3077 who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code §§3070 et seq. are eligible to be employed for the Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.
2. Apprenticeship Certificate. When the Contractor or any Subcontractor, of any tier, in performing any of the Work employs workers in any Apprenticeable Craft or Trade, the Contractor and such Subcontractor shall apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the Work for a certificate approving the Contractor or such Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected, provided, however, that the approval as established by the Joint Apprenticeship Committee or Committees shall be subject to the approval of

the Administrator of Apprenticeship. The Joint Apprenticeship Committee or Committees, subsequent to approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or such Subcontractor in order to comply with California Labor Code §1777.5. The Contractor and Subcontractors shall submit contract award information to the applicable Joint Apprenticeship Committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the Joint Apprenticeship Committee or Committees, administering the apprenticeship standards of the crafts or trades in the area of the site of the Work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local Joint Apprenticeship Committees provided they are already covered by the local apprenticeship standards.

3. Ratio of Apprentices to Journeymen. The ratio of Work performed by apprentices to journeymen, who shall be employed in the Work, may be the ratio stipulated in the apprenticeship standards under which the Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five hours of labor performed by a journeyman, except as otherwise provided in California Labor Code §1777.5. The minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen. Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the Joint Apprenticeship Committee, is employed at the site of the Work and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the completion of the Work. The Contractor shall, however, endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the site of the Work. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a Joint Apprenticeship Committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification. The Contractor or any Subcontractor covered by this Article and California Labor Code §1777.5, upon the issuance of the approval certificate, or if it has been previously approved in such craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that it employs apprentices in such craft or trade in the State of California on all of its contracts on an annual average of not less than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 ratio as set forth in this Article and California Labor Code §1777.5. This Article shall not apply to contracts of general contractors, or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than Thirty Thousand Dollars (\$30,000.00) or twenty (20) working days. The term "Apprenticeable Craft or Trade," as used herein shall mean a craft or trade determined as an Apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.
4. Exemption From Ratios. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions are met: (i) unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%) or; (ii) the number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen, or; (iii) the Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis, or; (iv) if assignment of an apprentice to any Work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the

apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contributions to Trust Funds. The Contractor or any Subcontractor, of any tier, who, performs any of the Work by employment of journeymen or apprentices in any Apprenticeable Craft or Trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Work, to which fund or funds other contractors in the area of the site of the Work are contributing, shall contribute to the fund or funds in each craft or trade in which it employs journeymen or apprentices in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions to such fund(s) as set forth in California Labor Code §227. Such contributions shall not result in an increase in the Contract Price.
6. Contractor's Compliance. The responsibility of compliance with this Article for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Article are subject to the provisions of California Labor Code §3081. In the event the Contractor willfully fails to comply with the provisions of this Article and California Labor Code §1777.5, pursuant to California Labor Code §1777.7, the Contractor shall: (i) be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of non-compliance is made by the Administrator of Apprenticeship; and (ii) forfeit, as a civil penalty, Fifty Dollars (\$50.00) for each calendar day of noncompliance. Notwithstanding the provisions of California Labor Code §1727, upon receipt of such determination, the Customer shall withhold such amount from the Contract Price then due or to become due. Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the Customer pursuant to this Article shall be deposited in the General Fund or other similar fund of the Customer. The interpretation and enforcement of California Labor Code §§1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

e. Subcontractor DIR Contractor Registration.

1. No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor unless the Subcontractor is a DIR Registered contractor. The foregoing DIR contractor registration requirement is applicable for all Subcontractors, including without limitation, lower tier Subcontractors and Subcontractors who are not identified in the Contractor's Subcontractors List.
2. Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors are at all times during performance of the Work in full and strict compliance with DIR contractor registration requirements. The Contractor shall not permit or allow any Subcontractor to perform any Work without the Contractor's verification that the Subcontractor is in full and strict compliance with DIR contractor registration requirements. ]

**11. ASSIGNMENT; SUCCESSORS; THIRD PARTIES.**

Except as otherwise provided herein, this Agreement may not be assigned by either Party without the prior written consent of the other Party. Any actual, attempted or purported assignment or other transfer by a Party of any of its rights, obligations, or interests in or pursuant to this Agreement shall be null and void. Subject to the foregoing, this

Agreement shall be binding upon and inure to the benefit of each Party's respective successors and permitted assigns. No other person or entity shall have any rights or obligations under or arising from this Agreement. Notwithstanding the foregoing or anything to the contrary herein, Contractor may, without Customer's consent, assign this Agreement and all of Contractor's rights and obligations hereunder, to TotalEnergies Distributed Generation USA, LLC.

**12. GOVERNING LAW.**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California without reference to any provision thereof which would require the application of the laws of any other jurisdiction.

**13. HEADINGS.**

The section headings contained in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement or affect in any way the meaning or interpretation of this Agreement.

**14. AMENDMENTS.**

No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification is in writing and duly executed by both Parties.

**15. NO WAIVER.**

No failure or delay on the part of either Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the Party against whom such waiver is sought to be enforced.

**16. SEVERABILITY.**

If any provision of this Agreement is determined to be illegal or unenforceable, such determination shall not affect any other provision of this Agreement, and all other provisions shall remain in full force and effect.

**17. COUNTERPARTS.**

This Agreement may be executed in multiple counterparts and delivered by electronic means, each of which when so executed shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

**[SIGNATURE PAGE FOLLOWS]**



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**CONTRACTOR:**

TotalEnergies Distributed Generation USA, LLC

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

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

Name: Frederic A. Potts, III

Title: President

**CUSTOMER:**

Riverside Community College District

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

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

Name: Aaron Brown

Title: Vice Chancellor, Business & Financial Services

Exhibit A

Due Diligence	Riverside City College	Downtown Riverside	Norco College	Moreno Valley College	Ben Clark Training Center
Geotech Report/Structural Survey	\$18,346.00	\$6,891.00	\$18,346.00	\$24,073.00	\$9,755.00
Topo Survey	\$9,148.00	\$6,548.00	\$12,619.00	\$15,093.00	\$2,916.00
Underground Utility Location/GPR	\$25,219.00	\$20,064.00	\$35,494.00	\$17,200.00	\$9,297.00
<b>Total</b>	<b>\$52,713.00</b>	<b>\$33,503.00</b>	<b>\$66,459.00</b>	<b>\$56,366.00</b>	<b>\$21,968.00</b>
<b>Grand Total</b>	<b>\$231,009.00</b>				

# Board of Trustees Regular Meeting (VI.M)

Meeting	August 16, 2022
Agenda Item	Grants, Contracts and Agreements (VI.M)
Subject	Grants, Contracts and Agreements Project Management and Advisory Services with Scion Advisory Services for the Districtwide SB 169 Affordable Student Housing Project at Moreno Valley College, Norco College and Riverside City College
College/District	District
Funding	SB 169 Planning Grant for Moreno Valley College, Norco College and Riverside City College
Recommended Action	Recommend approving a Project Management and Advisory Services Agreement with Scion Advisory Services for the Districtwide SB 169 Affordable Student Housing Project at Moreno Valley College, Norco College and Riverside City College in the not to exceed amount of \$225,000.

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## Background Narrative:

The District invited five (5) specialized firms for project management and student housing advisory services on June 9, 2022 to submit their qualifications and fee proposal for the Districtwide SB 169 Affordable Student Housing Project at Moreno Valley College, Norco College and Riverside City College.

The District received two (2) proposals in response to the request for qualification and proposal invite.

Based on evaluation of the proposals, qualifications, experience, negotiated price and demonstrated competence, the District recommends Scion to provide project management and advisory services for the Districtwide SB 169 Affordable Student Housing Project at Moreno Valley College, Norco College and Riverside City College in the not to exceed amount of \$225,000. The term of the agreement is from July 1, 2022 to December 31, 2023.

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

## CONSULTANT SERVICES AGREEMENT

This AGREEMENT is made and entered into this 1st day of July in the year 2022 by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and THE SCION GROUP, hereinafter referred to as "CONSULTANT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the CONSULTANT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES." This AGREEMENT is made with reference to the following facts:

**WHEREAS**, DISTRICT desires to obtain specialized consultant services for the DISTRICTWIDE SB169 AFFORDABLE STUDENT HOUSING PROJECT, hereinafter collectively referred to as the "PROJECT"; and

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

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

### **ARTICLE I** **SCOPE AND SERVICES AND RESPONSIBILITIES**

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

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

3. Contract Term. The effective period of this AGREEMENT is to be July 1, 2022 through December 31, 2023.

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

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

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

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

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

6. CONSULTANT shall not change any of the key personnel without prior written approval by the DISTRICT, unless said personnel cease to be employed by CONSULTANT. In either case, DISTRICT shall be allowed to interview and approve replacement personnel. CONSULTANT agrees that reassignment of any of the listed personnel during the AGREEMENT period shall only be with other professional personnel who have equivalent experience and shall require prior consultation and written approval by the DISTRICT. Any costs associated with reassignment of personnel shall be borne exclusively by CONSULTANT and CONSULTANT shall not charge the DISTRICT for the cost of training or "bringing up to speed" replacement personnel. If any designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT shall immediately remove that person from the PROJECT and provide a temporary replacement. CONSULTANT shall within thirty (30) work days, provide a permanent replacement person acceptable to the DISTRICT. DISTRICT may condition its approval of replacement personnel upon a reasonable transition period wherein new personnel will learn the PROJECT and get "up to speed" at CONSULTANT's cost.

7. CONSULTANT represents that the CONSULTANT has no existing interest and will not acquire any interest, direct or indirect, which would create a conflict of interest in violation of any applicable laws, and that no person having any such interest shall be employed by CONSULTANT.

## **ARTICLE II**

### **COMPENSATION TO THE CONSULTANT**

1. The DISTRICT shall compensate the CONSULTANT as follows:

a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in **EXHIBIT "A"** for the services performed pursuant to this AGREEMENT. In no event shall the total payment to CONSULTANT exceed **TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$225,000)** for performing the services required by this AGREEMENT and **EXHIBIT "A"**.

b. CONSULTANT shall invoice costs monthly, or another periodic basis approved by the DISTRICT, for the services provided pursuant to this AGREEMENT from the time the CONSULTANT

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

c. Except as expressly provided herein, CONSULTANT agrees that no other compensation, fringe benefits, or other remuneration is due to CONSULTANT by the DISTRICT for services rendered under this AGREEMENT. CONSULTANT shall not apply for or receive statutory benefits available to employees of the DISTRICT because CONSULTANT is not an employee of the DISTRICT; rather, CONSULTANT is operating under a personal services agreement pursuant to Education Code section 88003.1(b)(2) and has only the rights defined by this AGREEMENT.

2. The CONSULTANT shall submit one (1) invoice monthly to the DISTRICT for the fees incurred during the billing period and reimbursable expenses (if any). Invoices for fees must reflect the date of the service, identify the individual performing the service, state the hours worked and rate charged, and describe the service performed. Invoices requesting reimbursement for reimbursable expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of the DISTRICT's authorization notice for invoiced item(s). Invoices requesting payment for overtime must reflect straight time and overtime hours being charged, and must include a copy of the DISTRICT's written authorization to incur additional overtime expense. No payments will be made by the DISTRICT to the CONSULTANT for monthly invoices requesting reimbursable expenses or overtime absent the prior written authorization of the DISTRICT. The DISTRICT shall make payment to the CONSULTANT of the approved invoiced amount within forty-five (45) days of the DISTRICT's receipt of the approved invoice.

3. The DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the DISTRICT from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of the CONSULTANT to make payments properly to its employees or subconsultants; or (3) failure of CONSULTANT to perform its services in a timely manner so as to conform to the PROJECT schedule or other time constraints.

### **ARTICLE III** **REIMBURSABLE EXPENSES**

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

- a. Approved reproduction of reports and/or other documents otherwise not covered in this AGREEMENT and approved in advance by DISTRICT.
- b. Fees advanced for securing approval of authorities in connection with the services rendered pursuant to this AGREEMENT.
- c. Express shipping, overnight mail, messenger, courier, or delivery services approved in advance by the DISTRICT.
- d. Mileage at IRS Rate if site exceeds more than 25 miles from the DISTRICT.
- e. Out of town travel approved in advance by DISTRICT.

2. Reimbursable expenses are estimated to be **THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00)**, and this amount shall not be exceeded without the prior written approval of the DISTRICT.

**ARTICLE IV**  
**TERMINATION**

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

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

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

4. This AGREEMENT may be terminated without cause by DISTRICT upon twenty (20) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT.

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

6. The PARTIES understand and agree that Article IV of this AGREEMENT shall govern all termination rights and procedures between the PARTIES. Any termination provision that is attached to this AGREEMENT as an Exhibit shall be void and unenforceable between the PARTIES.

**ARTICLE V**  
**ADDITIONAL CONSULTANT SERVICES**

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

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

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

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

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

#### **ARTICLE VI** **ACCOUNTING RECORDS OF THE CONSULTANT**

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

#### **ARTICLE VII** **REPORTS AND/OR OTHER DOCUMENTS**

1. The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT (regardless of medium, format, etc.) shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within five (5) calendar days. Failure to comply with any such written request shall be deemed a material breach of this AGREEMENT.

#### **ARTICLE VIII** **INDEMNITY & INSURANCE**

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

a. Workers' Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or



CONSULTANT's subconsultant's employees arising out of CONSULTANT's work under this AGREEMENT; and

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

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by CONSULTANT in accordance with this AGREEMENT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VIII, Paragraphs 1 (a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

e. The PARTIES understand and agree that Article VIII, Section 1 of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code §2772, governing this AGREEMENT. Any other indemnity that is attached to this AGREEMENT as an Exhibit shall be void and unenforceable between the PARTIES.

f. The total amount of all claims the DISTRICT may have against CONSULTANT under this AGREEMENT shall be limited to the applicable required full limits of insurance set forth in Article VIII.2 below and only if such claims are covered by a required policy of insurance set forth in Article VIII.2 below and provided by the CONSULTANT as required. The restrictions set forth in this paragraph shall be applicable only if the CONSULTANT complies with all of the insurance and indemnity requirements set forth in this AGREEMENT, and at the time any claim is made: (i) the limits available on the applicable insurance policies as required under this AGREEMENT shall not be otherwise exhausted or depleted in a manner that would prohibit a full recovery on the amount of the claim(s); and (ii) that no other pending claim(s) are being made against any applicable insurance policy that would limit or prohibit a full recovery on the amount of the claim(s).

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

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

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

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

c. Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS (\$1,000,000), per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subconsultant to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in Article VIII, Section 2 (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

## **ARTICLE IX** **MISCELLANEOUS**

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

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

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

4. This AGREEMENT shall be governed by the laws of the State of California.
5. This AGREEMENT shall not include or incorporate the terms of any general conditions, conditions, master agreement or any other boilerplate terms or form documents prepared by the CONSULTANT. The attachment of any such document to this AGREEMENT as **EXHIBIT "A"** shall not be interpreted or construed to incorporate such terms into this AGREEMENT unless the DISTRICT approves of such incorporation in a separate writing signed by the DISTRICT. Any reference to such boilerplate terms and conditions in the proposal or quote submitted by the CONSULTANT shall be null and void and have no effect upon this AGREEMENT. Proposals, quotes, statement of qualifications and other similar documents prepared by the CONSULTANT may be incorporated into this AGREEMENT as **EXHIBIT "A"** but such incorporation shall be strictly limited to those portions describing the CONSULTANT's scope of work, rate and price schedule and qualifications.
6. The PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.
7. The rule of construction that any ambiguities are to be resolved against the drafting PARTY shall not be employed in the interpretation of this AGREEMENT. It is expressly understood and agreed that the PARTIES to this AGREEMENT have participated equally, or have had equal opportunity to participate, in the drafting hereof.
8. Time is of the essence with respect to all provisions of this AGREEMENT.
9. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.
10. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof unless otherwise excluded by the terms of this AGREEMENT. In the event that the provisions of any exhibit conflict with the terms of this AGREEMENT, the terms of this AGREEMENT shall control.
11. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.
12. Confidentiality. The CONSULTANT shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this AGREEMENT.
13. Severability. If any portion of this AGREEMENT is held as a matter of law to be unenforceable, the remainder of this AGREEMENT shall be enforceable without such provisions.
14. Notices. All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) by U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in

accordance with the notice provisions of this Paragraph. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

To the DISTRICT:  
Riverside Community College District  
Attn: Hussain Agah  
3801 Market Street, 3rd Floor  
Riverside, CA 92501  
Telephone: (951) 222-8871  
Email: Hussain.Agah@rccd.edu

To the CONSULTANT:  
The Scion Group  
Attn: Ann Volz  
19800 MacArthur Blvd., Suite 300  
Irvine, CA 92612  
Telephone: (312) 909-1340  
Email: avolz@thesciongroup.com

15. Tobacco Prohibited. Any tobacco use (smoking, chewing, etc.) by anyone, is prohibited at all times on any DISTRICT property.

16. Profanity on any DISTRICT property is prohibited, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment.

17. Appropriate dress is mandatory. Therefore, tank tops, cut-offs and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated above in Paragraph 16.

18. Images. If applicable, the CONSULTANT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

19. Prevailing Wages. If applicable and required, CONSULTANT shall pay, and shall cause all subconsultants of every tier to pay, not less than the specified prevailing wage rates, to the extent applicable, to all workers employed to perform work or services under this AGREEMENT. CONSULTANT shall fully indemnify and defend the DISTRICT from any claims arising from CONSULTANT's failure to meet and prevailing wage requirements.

20. In accordance with California Education Code section 81655, this AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

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

**THE SCION GROUP**

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

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

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

Print Name: Jay Pearlman

Print Name: Aaron S. Brown

Title: Senior Vice President

Title: Vice Chancellor, Business Services

Date: 7/21/22

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

Address: 19800 MacArthur Blvd., Suite 300  
Irvine, CA 92612

**EXHIBIT "A"**

**CONSULTANT 'S WORK PLAN, SCOPE OF SERVICES, AND COMPENSATION**



# RIVERSIDE COMMUNITY COLLEGE DISTRICT

PROPOSAL FOR STUDENT HOUSING ADVISORY SERVICES - PLANNING, PROGRAMMING & PROCUREMENT PHASE

JUNE 6, 2022

SUBMITTED BY THE SCION GROUP IN ASSOCIATION WITH VOLZ COMPANY

# Introduction

Riverside Community College District (“RCCD or District”) is proceeding to advance/complete its upcoming SB169 applications and potential implementation of student housing at Riverside City College, Moreno Valley College, and Norco College (“Colleges”). Scion Advisory Services in association with Volz Company (“Consulting Team”) proposes the following scope of services to empower the most informed decision-making balancing risk, control, and value to mission.

While the services will be performed as a District-wide approach, it will be tailored to each college’s aspirations and Strategic Objectives. The work will be informed by the feasibility analyses performed to date at the Colleges.

The scope of services is based on the assumption that the timelines for the SB169 grant applications and award will be similar to the process to date. Should this change, the Consulting Team will adjust its timelines accordingly. For this proposal, the scope assumes a schedule of May 2022 – December 2023.

# Initiation, Work Plan, Process and Budget

The Consulting Team will set up a call with the District to develop a scope of services, work plan, and schedule that most efficiently utilizes the planning monies at each campus. This will include identifying the list of consulting services to be utilized prior to submission of the SB169 grant relative to the planning dollars available. This may include but not be limited to, CEQA consultant, geotechnical, survey, environmental, cost estimating, and civil engineering. Certain services may be procured with the architect such as civil engineering.

At this time, an Advisory Committee will be established at the District level and to include participation from the Colleges. Points-of-contact will be determined that may be similar to that of the work to date.

A work plan, schedule, and budget will be prepared by the Consulting Team for review by the District and potentially college team members. Communication protocols will be established that will include the determination of a file sharing system.



## Procurement of an Architecture Team and Other Consultants

Utilizing the District's pre-approved list of architecture firms, the Consulting Team will prepare a Request for Qualifications ("RFQ") to provide planning and programming services for the Colleges' SB169 grant applications. It will outline the scope of services, (similar to that of a Final Project Program and potentially inclusive of certain engineering services), submission requirements, evaluation criteria, timeline and page limitations. Also, it will state that the selected architect will not be precluded from pursuing the potential future phases of implementation. Contact information will be provided for any questions and the Consulting Team will prepare the draft responses for District review. Similarly, a Request for Proposal ("RFP") will be prepared by the Consulting Team that will request a breakdown of fees. The RFQ and the RFP will be reviewed with the District for any comment and/or edits prior to release.

In collaboration with the District, an Evaluation Committee will be selected. Prior to submission of the RFQs, the Consulting Team will review the RFQ and the RFP with the Evaluation Committee to ensure a mutual understanding of the process and evaluation criteria. A scoring matrix will be provided.

Based upon the Consulting Team's review of the submissions of the RFQs with the Evaluation Committee, a short list (ideally three but up to four) will be determined. The short-listed firms will receive the RFP and the others will be notified. Interviews will be held with the short-listed firms. The Consulting Team will confer with the Evaluation Committee to guide the process to select the architect.

The Consulting Team and/or the District will inform the selected architect and the others. Upon notice, the Consulting Team will assist with procurement procedures, as required, and set up a kickoff call with the architecture team and the District.

A similar or abbreviated process as defined above may be utilized to procure other consultants such as environmental and CEQA consulting.





## Grant Process, including Planning, Programming, Business Planning, and Financial Modeling

The Consulting Team will guide a process that is efficient yet inclusive to provide a well-informed grant application for each of the Colleges. Informed by feasibility analysis at each College, including the Strategic Objectives, this will include planning concepts, cost estimates, business planning, and supportive financial models.

Based on the submission form from the Department of Finance from 2021, the Consulting Team will develop the shell of the framework of the application. It will identify a work plan and a responsibility matrix along with deadlines for the drafts, reviews, and final completion.

The process will begin with a kick off call with the architecture team and other consultants as identified during the Initiation. At this time, the work plan will be shared and discussed. It will also lay out communication protocols and schedule. Feedback will be considered and an updated work plan will be provided by the Consulting Team.

Working closely with the architecture team, the Consulting Team will provide programming and planning advisory based upon feasibility, student experience, ongoing sustainable operations, financial considerations, risk tolerance, and control. The financial models will be routinely updated as design concepts are further defined.

The Consulting Team will provide the drafts of the narrative for the grants from information gathered from the Colleges, District, and that of the planning and programming process. Drafts will be circulated for review, comment, and edit. A final quality control review will be performed by the Consulting Team prior to the District submitting the grant applications.

## Procurement of a Design-Build Team

The Consulting Team will prepare RFQ to provide design-build services for the potential student housing at the Colleges. It will outline the scope of services, submission requirements, evaluation criteria, timeline and page limitations. Contact information will be provided for any questions and the Consulting Team will prepare the draft responses for District review. The Consulting Team along with the District will conduct a pre-submission call. The RFQ will be reviewed with the District for any comment and/or edits prior to release.

In collaboration with the District, an Evaluation Committee will be selected. Prior to submission of the RFQs, the Consulting Team will review the RFQ with the Evaluation Committee to ensure a mutual understanding of the process and evaluation criteria. A scoring matrix will be provided.

Based upon the Consulting Team's review of the submissions of the RFQs with the Evaluation Committee, a short list (ideally three but up to four) will be determined. Interviews will be held with the short-listed firms. The Consulting Team will confer with the Evaluation Committee to guide the process to select the design-build team. It will also be assessed if it is best interests to hire one design-build team or up to three to serve the colleges individually.

The Consulting Team and/or the District will inform the selected design-build team and the others. Upon notice, the Consulting Team will assist with procurement procedures, as required, and set up a kickoff call with the design-build team and the District.

## Planning, Programming, Business Planning, and Financial Modeling with the Design-Build Team

Working closely with the design-build team, the Consulting Team will provide programming and planning advisory based upon feasibility, student experience, ongoing sustainable operations, financial considerations, risk tolerance, and control. The financial models will be routinely updated as design concepts are further defined.

## Strategic Implementation Advisory, Engagement and Project Management

The Strategic Implementation Advisory, Engagement, and Project Direction/Management is intended to maximize the layers of return to the District and the Colleges while mitigating against all foreseeable types of risk. The Strategic Objectives will serve as guiding factors throughout the entire process from initial planning and grant writing through implementation. This service will lead and provide advisory for all of the services previously described as well as that of all consultants/ team members (design, CEQA, design-build team, environmental, survey, and so forth).

From our work on more than 25 California community colleges at various stages of implementation for student housing, we respect and recognize the importance of engagement, shared governance/ participation, CEQA outreach meeting(s), Board approvals, and so forth. Our Engagement services encompass developing presentations and key messaging as well as leading, coordinating, and/or participating, in the outreach.

Should campus housing continue to advance, it must do so holistically to ensure the greatest extent of the outcomes that a student residential experience provides. Our services at all times recognize and consider the transformation taking place and provide advisory throughout.

From a tactical standpoint, a point-of-contact will be provided from Volz Company to lead/guide the process and implement the work plan. This includes, but is certainly not limited to, services that include, ensuring the appropriate professionals are included throughout, procuring any additional team members (this does not include a P3 partner should that delivery be deemed most appropriate), scheduling all meetings, overseeing the work plan, ensuring deadlines are met, attending/participating in meetings, and arranging for shared participation.

Our commitment is to work alongside the District and the Colleges to provide our student housing expertise as well as that of implementation to ensure that every decision and/or recommendation optimizes the outcomes of this transformational change on campus. In more simple terms, we do what it takes – this has ranged anywhere from leading large-scale community meetings to assembling materials in public display spaces to ordering pens and supplies and all the in-between.

# Proposed Scope of Services and Fees

DATES		FEEES	SCION	VOLZ COMPANY
<b>June 2022 – December 2022</b>				
Initiation		\$5,000	\$2,500	\$2,500
Select Architecture Team, CEQA, Geotechnical Engineering, SWPPP, Cost Estimator, and other consultants		\$15,000	-	\$15,000
Grant Writing		\$18,000	-	\$18,000
Programming and Planning		\$20,000	\$20,000	-
Business Planning		\$10,000	\$10,000	-
Financial Modeling		\$15,000	\$15,000	-
Strategic Implementation Advisory, Engagement and Project Management (June 2022 - December 2022)		\$24,500	-	\$24,500
<b>SubTotal</b>		<b>\$107,500</b>		
<b>January 2023 – June 2023</b>				
Procurement of DB team - RFQ		\$45,000	-	\$45,000
Strategic Implementation Advisory, Engagement and Project Management (January - June)		\$21,000	-	\$21,000
<b>SubTotal</b>		<b>\$66,000</b>		
<b>July 2023 – December 2023</b>				
Strategic Implementation Advisory, Engagement and Project Management (July - December)		\$48,000	-	\$48,000
<b>SubTotal</b>		<b>\$48,000</b>		
<b>Reimbursables</b>		<b>\$3,500</b>		
<b>TOTAL</b>		<b>\$225,000</b>		



**Jay Pearlman**

Senior Vice President, Advisory Services

The Scion Group

(312) 896-7945

[jpearlman@thesciongroup.com](mailto:jpearlman@thesciongroup.com)

[scionadvisory.com](http://scionadvisory.com)



**Ann Volz**

President

Volz Company

(312) 909-1340

[avolz@volzcompany.com](mailto:avolz@volzcompany.com)

[volzcompany.com](http://volzcompany.com)

# Board of Trustees Regular Meeting (VI.Q)

Meeting	August 16, 2022
Agenda Item	Grants, Contracts and Agreements (VI.Q)
Subject	Grants, Contracts and Agreements Architectural Services Agreement with HED for the Districtwide SB 169 Affordable Student Housing Projects at Moreno Valley College, Norco College and Riverside City College
College/District	District
Funding	SB 169 Planning Grant for Moreno Valley College, Norco College and Riverside City College
Recommended Action	Recommend approving an Architectural Services Agreement with HED for the Districtwide SB 169 Affordable Student Housing Projects at Moreno Valley College, Norco College and Riverside City College in the not to exceed amount of \$360,000.

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## Background Narrative:

The District issued a Request for Proposals (RFP) on July 7, 2022 to the District's pre-qualified pool of architectural firms to provide preliminary planning of architectural and engineering services for the Districtwide SB 169 Affordable Student Housing Projects at Moreno Valley College, Norco College and Riverside City College. The RFP included a pre-established scoring matrix to evaluate the firm's qualifications, experience, project approach, and methodology. The RFP 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) RFP responses. The committee members, consisting of District office, Moreno Valley College, Norco College, and Riverside City College personnel reviewed and scored each proposal independently in accordance with the RFP requirements and selected the top three (3) 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 HED to provide preliminary planning of architectural and engineering services for the Districtwide SB 169 Affordable Student Housing Projects at Moreno Valley College, Norco College and Riverside City College in the not to exceed amount of \$360,000. The term of the agreement is from August 16, 2022 to June 30, 2023.

Prepared By: Aaron S. Brown, Vice Chancellor, Business and Financial Services  
Hussain Agah, Associate Vice Chancellor, Facilities Planning and Development  
Mehran Mohtasham, Director of Capital Planning  
Majd S. Askar, Vice President, Business Services, Moreno Valley College  
Michael Collins, Vice President, Business Services, Norco College  
Jo Ann Higdon, Interim Vice President, Business Services, Riverside City College

# ARCHITECTURAL SERVICES CONSULTANT SERVICES AGREEMENT

This AGREEMENT is made and entered into this 16th day of August in the year 2022 by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT,” and HED, hereinafter referred to as “ARCHITECTURAL SERVICES CONSULTANT.” This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECTURAL SERVICES CONSULTANT are sometimes referred to herein individually as a “PARTY” and collectively as the “PARTIES.” This AGREEMENT is made with reference to the following facts:

**WHEREAS**, DISTRICT desires to obtain specialized ARCHITECTURAL SERVICES CONSULTANT services for the **Districtwide SB 169 Affordable Student Housing Project**, hereinafter collectively referred to as the “PROJECT”; and

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

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

## ARTICLE I

### SCOPE AND SERVICES AND RESPONSIBILITIES

1. Services to be Provided by the ARCHITECTURAL SERVICES CONSULTANT. The ARCHITECTURAL SERVICES CONSULTANT shall provide to the DISTRICT on the terms set forth herein all the services articulated in the ARCHITECTURAL SERVICES CONSULTANT’s proposal which is attached hereto and incorporated herein as **EXHIBIT “A”** (the “ARCHITECTURAL SERVICES CONSULTANT’s WORK PLAN”). Where the ARCHITECTURAL SERVICES CONSULTANT’s WORK PLAN consists of a proposal or quote submitted in response to a Request for Proposals (“RFP”) from the DISTRICT, the ARCHITECTURAL SERVICES CONSULTANT’s WORK PLAN shall be considered to include the DISTRICT’s RFP. The DISTRICT and ARCHITECTURAL SERVICES CONSULTANT expressly agree to incorporate the terms and conditions of the DISTRICT’s RFP into this AGREEMENT by this reference and the PARTIES understand that the RFP shall constitute a binding part this AGREEMENT. In the event of a discrepancy, inconsistency, or other difference between the terms of the RFP or the ARCHITECTURAL SERVICES CONSULTANT’s WORK PLAN with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and control.
2. Classification: To the extent it is determined under applicable law that ARCHITECTURAL SERVICES CONSULTANT fails to meet the statutory prerequisites for classification as a professional expert operating under a personal services agreement, ARCHITECTURAL SERVICES CONSULTANT resigns any and all rights and privileges derived from this AGREEMENT and any resulting relationship, which resignation is deemed accepted under such circumstances by the DISTRICT.
3. Contract Term. The effective period of this AGREEMENT is to be August 16, 2022 through June 30, 2023.
4. ARCHITECTURAL SERVICES CONSULTANT’s Certifications, Representations and Warranties. ARCHITECTURAL SERVICES CONSULTANT makes the following certifications, representations, and

warranties for the benefit of the DISTRICT and ARCHITECTURAL SERVICES CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage ARCHITECTURAL SERVICES CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of ARCHITECTURAL SERVICES CONSULTANT's engagement hereunder:

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

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

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

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

6. ARCHITECTURAL SERVICES CONSULTANT shall not change any of the key personnel without prior written approval by the DISTRICT, unless said personnel cease to be employed by ARCHITECTURAL SERVICES CONSULTANT. In either case, DISTRICT shall be allowed to interview and approve replacement personnel. ARCHITECTURAL SERVICES CONSULTANT agrees that reassignment of any of the listed personnel during the AGREEMENT period shall only be with other professional personnel who have equivalent experience and shall require prior consultation and written approval by the DISTRICT. Any costs associated with reassignment of personnel shall be borne exclusively by ARCHITECTURAL SERVICES CONSULTANT and ARCHITECTURAL SERVICES CONSULTANT shall not charge the DISTRICT for the cost of training or "bringing up to speed" replacement personnel. If any designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the ARCHITECTURAL SERVICES CONSULTANT shall immediately remove that person from the PROJECT and provide a

temporary replacement. ARCHITECTURAL SERVICES CONSULTANT shall within thirty (30) work days, provide a permanent replacement person acceptable to the DISTRICT. DISTRICT may condition its approval of replacement personnel upon a reasonable transition period wherein new personnel will learn the PROJECT and get “up to speed” at ARCHITECTURAL SERVICES CONSULTANT’s cost.

7. ARCHITECTURAL SERVICES CONSULTANT represents that the ARCHITECTURAL SERVICES CONSULTANT has no existing interest and will not acquire any interest, direct or indirect, which would create a conflict of interest in violation of any applicable laws, and that no person having any such interest shall be employed by ARCHITECTURAL SERVICES CONSULTANT.

## **ARTICLE II**

### **COMPENSATION TO THE ARCHITECTURAL SERVICES CONSULTANT**

1. The DISTRICT shall compensate the ARCHITECTURAL SERVICES CONSULTANT as follows:
  - a. The DISTRICT agrees to pay the ARCHITECTURAL SERVICES CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in **EXHIBIT “A”** for the services performed pursuant to this AGREEMENT. In no event shall the total payment to ARCHITECTURAL SERVICES CONSULTANT exceed **THREE HUNDRED SIXTY THOUSAND DOLLARS (\$360,000.)** for performing the services required by this AGREEMENT and **EXHIBIT “A”**.
  - b. ARCHITECTURAL SERVICES CONSULTANT shall invoice costs monthly, or another periodic basis approved by the DISTRICT, for the services provided pursuant to this AGREEMENT from the time the ARCHITECTURAL SERVICES CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the DISTRICT.
  - c. Except as expressly provided herein, ARCHITECTURAL SERVICES CONSULTANT agrees that no other compensation, fringe benefits, or other remuneration is due to ARCHITECTURAL SERVICES CONSULTANT by the DISTRICT for services rendered under this AGREEMENT. ARCHITECTURAL SERVICES CONSULTANT shall not apply for or receive statutory benefits available to employees of the DISTRICT because ARCHITECTURAL SERVICES CONSULTANT is not an employee of the DISTRICT; rather, ARCHITECTURAL SERVICES CONSULTANT is operating under a personal services agreement pursuant to Education Code section 88003.1(b)(2) and has only the rights defined by this AGREEMENT.
2. The ARCHITECTURAL SERVICES CONSULTANT shall submit one (1) invoice monthly to the DISTRICT for the fees incurred during the billing period and reimbursable expenses (if any). Invoices for fees must reflect the date of the service, identify the individual performing the service, state the hours worked and rate charged, and describe the service performed. Invoices requesting reimbursement for reimbursable expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of the DISTRICT’s authorization notice for invoiced item(s). Invoices requesting payment for overtime must reflect straight time and overtime hours being charged, and must include a copy of the DISTRICT’s written authorization to incur additional overtime expense. No payments will be made by the DISTRICT to the ARCHITECTURAL SERVICES CONSULTANT for monthly invoices requesting reimbursable expenses or overtime absent the prior written authorization of the DISTRICT. The DISTRICT shall make payment to the ARCHITECTURAL SERVICES



CONSULTANT of the approved invoiced amount within forty-five (45) days of the DISTRICT's receipt of the approved invoice.

3. The DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the DISTRICT from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of the ARCHITECTURAL SERVICES CONSULTANT to make payments properly to its employees or subARCHITECTURAL SERVICES CONSULTANTS; or (3) failure of ARCHITECTURAL SERVICES CONSULTANT to perform its services in a timely manner so as to conform to the PROJECT schedule or other time constraints.

### **ARTICLE III** **REIMBURSABLE EXPENSES**

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECTURAL SERVICES CONSULTANT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECTURAL SERVICES CONSULTANT, the ARCHITECTURAL SERVICES CONSULTANT's employees and ARCHITECTURAL SERVICES CONSULTANTS for the following specified items unless otherwise approved by the DISTRICT in writing:

- a. Approved reproduction of reports and/or other documents otherwise not covered in this AGREEMENT and approved in advance by DISTRICT.
- b. Fees advanced for securing approval of authorities in connection with the services rendered pursuant to this AGREEMENT.
- c. Express shipping, overnight mail, messenger, courier, or delivery services approved in advance by the DISTRICT.
- d. Mileage at IRS Rate if site exceeds more than 25 miles from the DISTRICT.
- e. Out of town travel approved in advance by DISTRICT.

2. Reimbursable expenses are estimated to be **ZERO DOLLARS (\$0)**, and this amount shall not be exceeded without the prior written approval of the DISTRICT.

### **ARTICLE IV** **TERMINATION**

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

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ARCHITECTURAL SERVICES CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECTURAL SERVICES CONSULTANT for Board approved extra services. In ascertaining the

services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECTURAL SERVICES CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased ARCHITECTURAL SERVICES CONSULTANT and replacement ARCHITECTURAL SERVICES CONSULTANT costs shall be deducted from payments to the ARCHITECTURAL SERVICES CONSULTANT.

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

4. This AGREEMENT may be terminated without cause by DISTRICT upon twenty (20) days written notice to the ARCHITECTURAL SERVICES CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the ARCHITECTURAL SERVICES CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECTURAL SERVICES CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the DISTRICT or in the possession of the ARCHITECTURAL SERVICES CONSULTANT.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECTURAL SERVICES CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECTURAL SERVICES CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECTURAL SERVICES CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration. The DISTRICT agrees to pay the ARCHITECTURAL SERVICES CONSULTANT the undisputed amounts due under this AGREEMENT.

6. The PARTIES understand and agree that Article IV of this AGREEMENT shall govern all termination rights and procedures between the PARTIES. Any termination provision that is attached to this AGREEMENT as an Exhibit shall be void and unenforceable between the PARTIES.

## **ARTICLE V**

### **ADDITIONAL ARCHITECTURAL SERVICES CONSULTANT SERVICES**

1. ARCHITECTURAL SERVICES CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECTURAL SERVICES CONSULTANT's control. ARCHITECTURAL SERVICES CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require ARCHITECTURAL SERVICES CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

- a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.
- b. Preparing reports and other documentation and supporting data, and providing other services in connection with PROJECT modifications required by causes beyond the control of the ARCHITECTURAL SERVICES CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECTURAL SERVICES CONSULTANT;
- c. If the DISTRICT requests additional shifts to complete the services articulated in **EXHIBIT “A”** where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of ARCHITECTURAL SERVICES CONSULTANT and the ARCHITECTURAL SERVICES CONSULTANT’s compensation is expressly conditioned on the lack of fault of the ARCHITECTURAL SERVICES CONSULTANT;
- d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the ARCHITECTURAL SERVICES CONSULTANT’s industry.

**ARTICLE VI**  
**ACCOUNTING RECORDS OF THE ARCHITECTURAL SERVICES CONSULTANT**

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

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

1. The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the ARCHITECTURAL SERVICES CONSULTANT or ARCHITECTURAL SERVICES CONSULTANT’s ARCHITECTURAL SERVICES CONSULTANTS in accordance with this AGREEMENT (regardless of medium, format, etc.) shall be and remain the property of the DISTRICT (hereinafter “PROPERTY”). The DISTRICT may provide the ARCHITECTURAL SERVICES CONSULTANT with a written request for the return of its PROPERTY at any time. Upon ARCHITECTURAL SERVICES CONSULTANT’s receipt of the DISTRICT’s written request, ARCHITECTURAL SERVICES CONSULTANT shall return the requested PROPERTY to the DISTRICT within five (5) calendar days. Failure to comply with any such written request shall be deemed a material breach of this AGREEMENT.

**ARTICLE VIII**

## INDEMNITY & INSURANCE

1. To the fullest extent permitted by law, ARCHITECTURAL SERVICES CONSULTANT 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 ARCHITECTURAL SERVICES CONSULTANT's employees or ARCHITECTURAL SERVICES CONSULTANT's subcontractor's employees arising out of ARCHITECTURAL SERVICES CONSULTANT'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 ARCHITECTURAL SERVICES CONSULTANT, the ARCHITECTURAL SERVICES CONSULTANT 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 ARCHITECTURAL SERVICES CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECTURAL SERVICES CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent ARCHITECTURAL SERVICES CONSULTANTS who are directly employed by the DISTRICT. The ARCHITECTURAL SERVICES CONSULTANT, 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 ARCHITECTURAL SERVICES CONSULTANT, 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 ARCHITECTURAL SERVICES CONSULTANT'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 ARCHITECTURAL SERVICES CONSULTANT, the ARCHITECTURAL SERVICES CONSULTANT 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 ARCHITECTURAL SERVICES CONSULTANT, or any person, firm, or corporation employed by the ARCHITECTURAL SERVICES CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the 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 ARCHITECTURAL SERVICES CONSULTANT'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 ARCHITECTURAL SERVICES CONSULTANT's proportionate percentage of fault.

d. [NOT USED]

e. The PARTIES understand and agree that Article VIII, Section 1 of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code §2772, governing this AGREEMENT. Any other indemnity that is attached to this AGREEMENT as an Exhibit shall be void and unenforceable between the PARTIES.

f. Any attempt to limit the ARCHITECTURAL SERVICES CONSULTANT's liability to the DISTRICT in an attached Exhibit shall be void and unenforceable between the PARTIES. In no event shall the ARCHITECTURAL SERVICES CONSULTANT's liability be limited to any amount including, but not limited to, the amount of fees received by the ARCHITECTURAL SERVICES CONSULTANT for performing services related to this AGREEMENT.

2. ARCHITECTURAL SERVICES CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect ARCHITECTURAL SERVICES CONSULTANT and DISTRICT from claims which may arise out of or result from ARCHITECTURAL SERVICES CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subARCHITECTURAL SERVICES CONSULTANT 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 ARCHITECTURAL SERVICES CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

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

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

c. Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS (\$1,000,000), per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECTURAL SERVICES CONSULTANT subcontracts any portion of ARCHITECTURAL SERVICES CONSULTANT's duties, ARCHITECTURAL SERVICES CONSULTANT shall require any such subARCHITECTURAL SERVICES CONSULTANT to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in Article VIII, Section 2 (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECTURAL SERVICES CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice shall be given to DISTRICT

prior to cancellation; and, shall waive all rights of subrogation. ARCHITECTURAL SERVICES CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECTURAL SERVICES CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECTURAL SERVICES CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECTURAL SERVICES CONSULTANT, and in such event ARCHITECTURAL SERVICES CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

## **ARTICLE IX** **MISCELLANEOUS**

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

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

3. The DISTRICT and ARCHITECTURAL SERVICES CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECTURAL SERVICES CONSULTANT shall not assign this AGREEMENT.

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

5. This AGREEMENT shall not include or incorporate the terms of any general conditions, conditions, master agreement or any other boilerplate terms or form documents prepared by the ARCHITECTURAL SERVICES CONSULTANT. The attachment of any such document to this AGREEMENT as **EXHIBIT "A"** shall not be interpreted or construed to incorporate such terms into this AGREEMENT unless the DISTRICT approves of such incorporation in a separate writing signed by the DISTRICT. Any reference to such boilerplate terms and conditions in the proposal or quote submitted by the ARCHITECTURAL SERVICES CONSULTANT shall be null and void and have no effect upon this AGREEMENT. Proposals, quotes, statement of qualifications and other similar documents prepared by the ARCHITECTURAL SERVICES CONSULTANT may be incorporated into this AGREEMENT as **EXHIBIT "A"** but such incorporation shall be strictly limited to those portions describing the ARCHITECTURAL SERVICES CONSULTANT's scope of work, rate and price schedule and qualifications.

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

7. The rule of construction that any ambiguities are to be resolved against the drafting PARTY shall not be employed in the interpretation of this AGREEMENT. It is expressly understood and agreed that the PARTIES to this AGREEMENT have participated equally, or have had equal opportunity to participate, in the drafting hereof.

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

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

10. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof unless otherwise excluded by the terms of this AGREEMENT. In the event that the provisions of any exhibit conflict with the terms of this AGREEMENT, the terms of this AGREEMENT shall control.

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

12. Confidentiality. The ARCHITECTURAL SERVICES CONSULTANT shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other ARCHITECTURAL SERVICES CONSULTANTS who need such confidential information in order to properly perform their duties relative to this AGREEMENT.

13. Severability. If any portion of this AGREEMENT is held as a matter of law to be unenforceable, the remainder of this AGREEMENT shall be enforceable without such provisions.

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

To the DISTRICT:

Riverside Community College District  
Attn: Hussain Agah  
3801 Market Street, 3rd Floor  
Riverside, CA 92501  
Telephone: (951) 222-8871  
Email: [Hussain.Agah@rccd.edu](mailto:Hussain.Agah@rccd.edu)

To the ARCHITECT:

HED  
Attn: Martha Ball  
550 South Hope St, Suite 2500  
Los Angeles, CA 90071  
(213) 542-4500  
Email: [mball@hed.design](mailto:mball@hed.design)

15. Tobacco Prohibited. Any tobacco use (smoking, chewing, etc.) by anyone, is prohibited at all times on any DISTRICT property.

16. Profanity on any DISTRICT property is prohibited, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment.

17. Appropriate dress is mandatory. Therefore, tank tops, cut-offs and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated above in Paragraph 16.

18. Images. If applicable, the ARCHITECTURAL SERVICES CONSULTANT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

19. Prevailing Wages. If applicable and required, ARCHITECTURAL SERVICES CONSULTANT shall pay, and shall cause all sub ARCHITECTURAL SERVICES CONSULTANTS of every tier to pay, not less than the specified prevailing wage rates, to the extent applicable, to all workers employed to perform work or services under this AGREEMENT. ARCHITECTURAL SERVICES CONSULTANT shall fully indemnify and defend the DISTRICT from any claims arising from ARCHITECTURAL SERVICES CONSULTANT's failure to meet and prevailing wage requirements.

20. In accordance with California Education Code section 81655, this AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

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

**HED**

**RIVERSIDE COMMUNITY COLLEGE  
DISTRICT**

By \_\_\_\_\_

By \_\_\_\_\_

Martha Ball  
Principal  
550 South Hope St, Suite 2500  
Los Angeles, CA 90071

Aaron S. Brown  
Vice Chancellor  
Business & Financial Services



**EXHIBIT “A”**

**ARCHITECTURAL SERVICES CONSULTANT ‘S WORK PLAN, SCOPE OF SERVICES, AND  
COMPENSATION  
(for Districtwide SB 169 Affordable Student Housing Project)**



WWW.HED.DESIGN

- Boston
- Chicago
- Dallas
- Detroit
- Los Angeles**
- Sacramento
- San Diego
- San Francisco

550 South Hope St.  
Suite 2500  
Los Angeles, CA 90071

T 213.542.4500  
F 213.542.4515

August 1, 2022

Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development  
Riverside Community College District  
3801 Market Street, 3<sup>rd</sup> Floor,  
Riverside, CA 92501

Subject: Districtwide SB169 Affordable Student Housing Study Fee Proposal  
RFQ/P 04-22/23-6

Dear Hussain:

HED deeply appreciates the opportunity to assist RCCD on this important project. We have carefully reviewed the provisions of the RFQ, and the standard University documents included as attachments to the RFQ. HED accepts the provisions of the Consultant Service Agreement as written.

**Our Design | Programming Approach to Diversity, Equity, and Inclusion**

As experts with higher education institutions, we understand that every campus is unique. Your District comprises of three campuses, each unique to their mission, site context and student demographics. Therefore, our process requires to be inclusive with a significant amount of engagement and interaction with each campus leadership, stakeholders, and community members.

We collaborate with our clients to devise an inclusive process that encompasses transparent communication and appropriate outreach. Our active engagement with RCCD committed to creating a diverse, equitable, and inclusive engagement has shown us that one the most important skills as planners is to listen without prejudice or presumption. Only after hearing all voices and understanding the diversity of needs, we can effectively apply our subject matter expertise to collaboratively search for bespoke solutions that benefit the specific communities for which they are intended for. We understand that a diverse, equitable and inclusive space is one that encourages a multitude of interaction, welcomes all individuals, and celebrates distinct communities.

Vision: Our first step is to have a visioning session with the understanding of the mission and values for each individual campus. We will conduct interviews and a series of workshops with key stakeholders. This results in a process that invites participation and engagement.

Developing consensus among faculty, staff and students is a significant challenge. Often those whose activities and experiences will be most affected by the project have the least amount of power to influence it. Therefore, we begin each project by mapping the priorities of the various stakeholders. This exercise helps accomplish two critical objectives. First, we can find the common ground that everyone agrees on. Second, we can understand the unique priorities of each group and make sure we address their specific concerns. We actively listen to everyone and make sure every voice is heard and respond to their unique needs.



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HED uses planning strategies to develop an *inclusive residential model* organized on proven set of scaled incremental social engagements to offer students an educational environment conducive to building relationships and enhancing their social and academic life. From the individual unit bedroom, they are planned as living clusters with supporting collaborative spaces, which then expands into shared neighborhoods spaces of 50-60 student beds. These neighborhoods are outfitted with social and study zones for group interaction and collaboration. The larger community space is shared by all residents with a large collaborative space where students can mix but still feel invested in a tight-knit secured community.

### **Team Process and Organization**

The demanding schedule of this project requires a focused and well-planned effort. This proposal includes a team organization chart that illustrates a dedicated Project Focus Team for each campus with a specialist leading each team, under the coordinated direction of the Project Principal | Project Manager, Martha Ball; Student Housing and Campus Life Programmer, Brent Miller; the Project Lead Designer, Niccolo Boldrin; and Senior Project Architect, Duane Fisher. The Project team is organized to best respond to the project schedule and to bring the required specialties to bear at the right time and sequence. To meet the requirements of study completion by October 2022, our team structure and work plan are organized into three (3) Focus teams, each team focused on each campus as follows:

Team 1 - Moreno Valley College led by the Campus Life and Student Housing Expert, Niccolo Boldrin.

Team 2 - Norco College led by the Campus Life and Student Housing Expert, Katherine Kalant.

Team 3 - Riverside City College led by the Campus Life and Student Housing Expert, Bernard Vilza.

The Focus Teams, with guidance from the senior project leadership, will develop the concepts, integrate the program elements, and balance the desired elements against stated project goals, aesthetics, sustainable design, building systems selection and constructability, practicality, and budget, from start to finish. Martha Ball will coordinate the Focus Teams to ensure each building /component follows the same standards and approach.

Each focus team will work concurrently and simultaneously on specific campus solving problems and comparing solutions in real time. Our separate Quality Control Team will be integrated throughout every aspect of our project process. They will participate in design reviews and building systems selections, recommend design modifications and verify the documents are complete and code compliant.

### **Project Schedule**

We understand the project program for each of the College will start August 1, 2022, through end of October 2022. HED will submit the necessary documentation to the State as described in the RFQ to secure the construction grants by end of October 2022. The State will confirm the construction grants by mid-March 2023 and will go to the Legislation



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for approval in June 2023. HED will be available to the district to respond to technical questions and clarifications between from November 2022 through June 2023.

**Compensation**

We will provide the services for a lump sum of Three Hundred and Sixty Thousand Dollars (\$360,000) including reimbursement and contingency.

Item	Proposed Lump Sum Fee
<b>Riverside City College</b>	
HED - Architectural Fee	\$63,717
OCMI - Cost Estimate Fee	\$7,350
Nuvis - Landscape Fee	\$26,400
Kimley Horn - Civil Engineering	\$18,900
<b>Total Fee</b>	<b>\$116,367</b>

Item	Proposed Lump Sum Fee
<b>Norco College</b>	
HED - Architectural Fee	\$63,716
OCMI - Cost Estimate Fee	\$7,350
Nuvis - Landscape Fee	\$32,400
Kimley Horn - Civil Engineering	\$18,900
<b>Total Fee</b>	<b>\$122,366</b>

Item	Proposed Lump Sum Fee
<b>Moreno Valley College</b>	
HED - Architectural Fee	\$65,717
OCMI - Cost Estimate Fee	\$7,350
Nuvis - Landscape Fee	\$29,300
Kimley Horn - Civil Engineering	\$18,900
<b>Total Fee</b>	<b>\$121,267</b>

<b>Grand Total</b>	<b>\$360,000</b>
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**Exclusions**

- Consultant services beyond those described in this fee proposal.
- Permit fees.
- Surveys and geotechnical reports.
- Substantial revisions to the concept design after submitted to the State.

HED will commit to you our collaborative and creative spirit to realize the potential of each site and campus, establish a connection with your stakeholders – ensuring that your diverse



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student body is represented – giving mobility, parity and equity, plan and design for future flexibility and growth, and provide cost effective and enduring living-learning environments.

Sincerely,

Martha Ball, FAIA. LEED AP BD+C  
Principal I HED  
E: mball@hed.design  
C: 310-927-6895

Cc: Mehran Mohtasham, Director of Capital Planning, Facilities Planning & Development  
Brent Miller, HED  
Niccolo Boldrin, HED

# Board of Trustees Regular Meeting (VI.N)

Meeting	August 16, 2022
Agenda Item	Grants, Contracts and Agreements (VI.N)
Subject	Grants, Contracts and Agreements Inspection Services Agreement with Knowland Construction Services for the Riverside City College Life Science & Physical Science Reconstruction for Business Education & Computer Information Systems 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 Inspection Services Agreement for the RCC Life Science & Physical Science Reconstruction for Business Education & Computer Information Systems Project with Knowland Construction Services for the not to exceed amount of \$278,048.

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## Background Narrative:

The District issued a Request for Proposal (RFP) on April 01, 2022 to the District's pre-qualified pool of Inspection Services firms to select an inspector of record for the Riverside City College Life Science & Physical Science Reconstruction for Business Education & Computer Information Systems Project. The RFP was conducted in two steps: 1) statement of qualifications review 2) fee proposal evaluation.

The District received four (4) RFP responses. The committee members, consisting of District office, Riverside City College personnel, and the project's construction manager reviewed and evaluated the proposals.

Based on evaluation of the proposals, qualifications, experience and fee proposal, the committee recommends Knowland Construction Services to provide inspector of record services for Riverside City College Life Science & Physical Science Reconstruction for Business Education & Computer Information Systems in the not to exceed amount of \$278,048, including allowances. The term of the agreement is from August 17, 2022 to project completion.

Prepared By: Rajen Vurdien, Interim President, Riverside City College  
Jo Ann Higdon, Interim Vice President, Business Services, Riverside City College  
Aaron S. Brown, Vice Chancellor, Business and Financial Services  
Hussain Agah, Associate Vice Chancellor, Facilities Planning and Development  
Mehran Mohtasham, Director, Capital Planning  
Bart Doering, Director, Facilities Development

## **INSPECTOR SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 17th day of August, 2022, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT (“DISTRICT”), and KNOWLAND CONSTRUCTION SERVICES (“INSPECTOR”). The DISTRICT and the INSPECTOR are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. The INSPECTOR and the DISTRICT do hereby contract and agree as follows:

(A) The INSPECTOR shall at all times be qualified and approved by the Division of the State Architect (“DSA”), Department of General Services, State of California, and shall at all times maintain proper qualifications, to perform the duties of and act as General Building Inspector on school building construction projects and modification of the type for which he/she agrees to perform inspection services. The INSPECTOR shall be properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this AGREEMENT.

(B) Services to be Provided by the INSPECTOR. The INSPECTOR shall provide to the DISTRICT on the terms set forth herein all the services articulated in Section (C) of this AGREEMENT and as set forth in the INSPECTOR’s Proposal which shall be attached hereto and incorporated herein as EXHIBIT “A” (the “INSPECTOR’s PROPOSAL”). The PARTIES agree that the terms of this AGREEMENT shall be controlling over any of the terms contained within the INSPECTOR’s PROPOSAL.

(C) The INSPECTOR agrees to discharge the duties of an inspector as specified in California Education Code Sections 81141 and 81143 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations. These duties include, but are not limited to, the following:

- (1) **General.** The INSPECTOR shall act under the direction of the architect and registered engineer. The Inspector shall attend all planning, pre-construction conferences, project meetings, and/or meetings as required by the DISTRICT.
- (2) **Duties.** The general duties of the INSPECTOR in fulfilling his/her responsibilities are as follows:
  - (a) **Continuous Inspection Requirement.** The INSPECTOR must have actual personal knowledge, which is obtained by his or her personal and continuous inspection of the work of construction in all stages of its progress, as set forth in California Education Code Section 81141, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In any case, the INSPECTOR must personally inspect every part of the work. In no case shall the INSPECTOR have or assume any duties which will prevent him/her from providing continuous inspection.

- (b) **Relations with Architect and Engineer.** The INSPECTOR shall work under the general direction of the architect or registered engineer. All inconsistencies or seeming errors in

the plans and specifications shall be reported promptly to the architect or registered engineer for his interpretation and instructions. In no case, however, shall the instruction of the architect or registered engineer be construed to cause work to be done which is not in conformity with approved plans, specifications, and change orders. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible architect for preparation of change orders to cover the required work.

(c) Job File.

(i) The INSPECTOR shall keep a Job File on the PROJECT jobsite at all times in an organized manner (along with a back-up of the files on some other media such as a hard drive or back-up electronic file service). The INSPECTOR's Job File shall be readily accessible to the DSA, the DISTRICT, Project Architect/Engineer upon site visits and upon request. The INSPECTOR's Job File shall include all documents required to be maintained on a school construction site in accordance with Title 24 including, but not limited to, the following:

- (A) Form DSA 152 – Project Inspection Card(s)
- (B) DSA approved plans and specifications;
- (C) DSA approved Form DSA 103 – Statement of Structural Tests and Special Inspections
- (D) Deferred submittals as required by the DSA approved plans;
- (E) DSA approved addenda and revisions;
- (F) DSA approved Construction Change Documents;
- (G) Contractor submittals (construction schedule, shop drawings, material certificates, products labels, concrete trip tickets, etc.) as required by the DSA approved Construction Documents;
- (H) Communication log; all communications and project related meeting minutes/notes;
- (I) Deviation Notices (Form DSA 154), as delivered to the DSA, Project Architect/Engineer and Contractor with log listing all notices with resolution status;
- (J) Notices of Deviations/Resolution of Deviations (Form DSA 154);
- (K) Inspector Daily Reports;
- (L) Laboratory tests and inspection reports (Form DSA 291);
- (M) Special inspection reports (Form DSA 292);
- (N) Geotechnical reports (Form DSA 293);
- (O) Records of concrete placing operations;
- (P) Records of welding operations;
- (Q) Records of pile driving operations;
- (R) Verified reports from all parties required to file verified reports;
- (S) Completed semi-monthly reports;
- (T) DSA Field Trip Notes;
- (U) Project Inspector Notifications (Form DSA 151);
- (V) Contractor Notification to Project Inspector Commencement/Completion of Work (Form DSA 156);
- (W) Certificate of Compliance – Approved Bleacher/Grandstand Fabricator (Form DSA 130);
- (X) Applicable codes and referenced standards;
- (Y) Any other documents required to provide a complete record of



construction.

The INSPECTOR shall notify the DISTRICT immediately when the Architect, Engineer, Contractor, Laboratory of Record, Special Inspector, or any other party involved in the construction of the PROJECT, has failed to timely prepare and submit any of the above documents to the DSA and/or the INSPECTOR as required by Title 24 and PR 13-01. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

(ii) The INSPECTOR shall provide the DISTRICT with a copy of the entire Job File with the exception of the building codes and standards at the completion of the PROJECT.

(iii) Notwithstanding any other requirements in this AGREEMENT or Title 24, the INSPECTOR shall ensure that copies of the following documents are submitted to the DSA from the INSPECTOR's Job File which shall hereinafter be collectively referred to as the "DSA Document Submittal":

- (A) All completed Form DSA 152 documents required for the completion of the PROJECT;
- (B) All completed Form DSA 6PI documents including interim and final verified reports;
- (C) All completed Form DSA 6AE documents including interim and final verified reports;
- (D) The completed Form DSA 6C documents from each contractor having a contract with the SCHOOL;
- (E) All completed Form DSA 292 documents including interim and final reports prepared by the Special Inspectors;
- (F) All completed Form DSA 291 documents including interim and final reports prepared by the Engineering Manager of the Laboratory of Record;
- (G) All completed Form DSA 293 documents including interim and final reports prepared by the Geotechnical Engineer;
- (H) The completed Form DSA 130 Certificate of Compliance for Bleachers and Grandstand Fabricator as applicable.

(iv) The documents making up the DSA Document Submittal shall be submitted to the DSA upon any of the following events:

- (A) The services of the INSPECTOR are terminated for any reason prior to the completion of the PROJECT;
- (B) The PROJECT is substantially complete in accordance with DSA requirements;
- (C) The work on the PROJECT is suspended for a period of more than one (1) year; or
- (D) Upon the request of the DSA.

(v) The INSPECTOR shall immediately return any unapproved documents to the Architect for proper action and notify the DSA if the Contractor proceeds with construction activities in accordance with such unapproved documents.

(vi) All documents required to be submitted to the DSA by the INSPECTOR in accordance with Title 24, PR 13-01 and this AGREEMENT shall also be submitted

electronically in accordance with the DSA's approved procedures for the submittal of such documents.

(d) Project Inspection Cards.

(i) The INSPECTOR shall obtain the Project Inspection Cards ("PIC") (Form DSA 152) necessary for the inspection of the PROJECT from the Project Architect/Engineer for the INSPECTOR's use in approving and signing off work as it is completed on the PROJECT. The Inspector shall notify the DSA Regional Office with the construction oversight authority over the PROJECT, by phone and electronically, if construction commences without the INSPECTOR having received the PIC's necessary for the inspection and completion of the PROJECT.

(ii) The INSPECTOR shall complete each PIC as the work progresses pursuant to Title 24, the DSA 152 Manual, PR 13-01 and this AGREEMENT. The INSPECTOR shall not approve and sign off a block or section on a PIC unless the INSPECTOR has verified that: (1) the identified work is in compliance with the DSA approved Construction Documents; (2) all required testing and special inspections have been completed; (3) any and all deviations from the DSA approved Construction Documents have been resolved; (4) all DSA field trip note issues have been resolved; and (5) all required documentation has been received by the INSPECTOR.

(iii) The INSPECTOR shall post all PIC's in the INSPECTOR's Project File and shall electronically post the PIC's with the DSA as work is being completed on the PROJECT. Electronic posting of the PIC's shall be performed by emailing the PIC's to the DSA Regional Office with the construction oversight authority over the PROJECT. The INSPECTOR shall consistently update the PIC's as work on the PROJECT is being completed. Each time the INSPECTOR updates the PIC's in the INSPECTOR's Project File, the INSPECTOR shall simultaneously update the corresponding PIC posted electronically with the DSA to ensure the PIC's in the INSPECTOR's Project File are current and consistent with the PIC's that are posted electronically with the DSA. The INSPECTOR shall allow any party involved in the construction of the PROJECT to review any PIC at the INSPECTOR's office upon request. The INSPECTOR shall provide a current copy of any PIC to the DSA, the DISTRICT, Project Architect/Engineer or any other state agency upon request.

(iv) The INSPECTOR shall collect copies of the Interim Verified Reports prepared by the Project Architect/Engineer (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the following sections of the PIC's as applicable:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

If the Project Architect/Engineer has delegated responsibility for any portion of the PROJECT's design to other engineers, the INSPECTOR shall likewise obtain copies of the Interim Verified Reports prepared by such engineers (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to the other engineers. In the case of a Geotechnical engineer, the INSPECTOR shall collect a copy of the Interim Verified Report (Form DSA 293) prepared by such Geotechnical engineer as applicable before the INSPECTOR can approve and sign off any of the above sections that relate to the portions of the PROJECT that were delegated to the Geotechnical engineer.

(v) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 291) prepared by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require testing or special inspections by the employees of the Laboratory of Record as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

(vi) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 292) prepared by any Special Inspector not employed by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require special inspections by such Special Inspectors as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

(vii) The INSPECTOR shall obtain the original PIC's for the in-plant construction of any relocatable building being placed on the PROJECT site as part of the PROJECT at the time such relocatable building is delivered to the PROJECT site. The INSPECTOR shall post such PIC's in the INSPECTOR's Project File and with the DSA. The INSPECTOR shall also provide the DISTRICT and the Project Architect/Engineer with copies of the PIC's from the in-plant construction of the relocatable buildings that were prepared by the in-plant project inspector.

(viii) The INSPECTOR shall immediately notify the DSA Regional Office with construction oversight authority over the PROJECT, by phone and electronically, if applicable blocks/sections of any PIC have not been signed off by the INSPECTOR and the Contractor on the PROJECT is proceeding with construction activities that are covering the unapproved work.

(e) Testing and Special Inspections.

(i) The INSPECTOR shall obtain a copy of the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103) from the Project Architect/Engineer prior to the commencement of construction and maintain a copy of the approved DSA 103 form in the INSPECTOR's Project File for the duration of the PROJECT. The INSPECTOR shall thoroughly review and evaluate the approved Form DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

(ii) The INSPECTOR shall meet with the Project Architect/Engineer, DISTRICT and Contractor as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

(iii) The INSPECTOR shall meet with the Laboratory of Record and all Special Inspectors that are not employed by the Laboratory of Record to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents. The INSPECTOR shall ensure that the Laboratory of Record and all Special Inspectors obtain copies of the DSA approved Construction Documents and a copy of the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of construction on the PROJECT.

(iv) The INSPECTOR shall verify that each laboratory providing materials/structural testing is approved by the DSA to provide the services being performed by such laboratory in connection with the completion of the PROJECT. The INSPECTOR shall verify that all Special Inspectors employed by the Laboratory of Record are performing under the supervision of the Engineering Manager of the Laboratory of Record. The INSPECTOR shall verify the current certification of all Special Inspectors working on the PROJECT who are not employed by the Laboratory of Record prior to the commencement of any construction work that requires special inspection as required by the DSA approved Construction Documents.

(v) INSPECTOR shall monitor the work of the Laboratory of Record and all Special Inspectors who are not employed by the Laboratory of Record to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The INSPECTOR shall verify that all necessary tests and special inspections are completed and that all necessary reports are collected by the INSPECTOR and posted in the INSPECTOR's Project File and posted electronically with the DSA prior to the start of the construction work requiring such test and/or special inspections and prior to the INSPECTOR signing off or otherwise approving any block/section of a PIC that requires testing and/or special inspection according to the DSA approved Construction Documents.

(vi) Copies of all daily inspection reports, special daily inspection reports, Interim Verified Reports, Verified Reports and any other reports related to the testing and special

inspections performed on the PROJECT, pursuant to the DSA approved Construction Documents, shall be maintained and posted in the INSPECTOR's Project File throughout the duration of the PROJECT. All testing and special inspection related reports obtained by the INSPECTOR pursuant to this Section (C)(2)(e) shall also be posted electronically with the DSA.

- (f) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations. See also sample of semimonthly report in Appendix of Title 24 of the California Code of Regulations.
- (g) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT. Such reports shall include, but not be limited to, the following information:
  - (i) Activities performed by the Contractors, and areas where work is performed with relation to the plans and specifications.
  - (ii) Manpower assigned to the Contractor and subcontractor(s), including the number of individuals in each trade and the type of work being performed.
  - (iii) Weather conditions.
  - (iv) Equipment and materials delivered to the site.
  - (v) Construction equipment and vehicles utilized and duration on PROJECT.
  - (vi) Nature and location of the work being performed (starting and completion dates for various portions of the work).
  - (vii) Verbal communication and clarifications of the work given to the Contractor awarded the PROJECT.
  - (viii) Inspection by representatives of regulatory agencies.
  - (ix) Occurrences or conditions that might affect Contract Sum or Contract Time.
  - (x) Visitors to the site, titles, and employers of visitors, and reasons for visit.
  - (xi) INSPECTOR's record journal to include "Pertinent Calls" relating to conflicting issues regarding changes to documents, i.e., plans, specifications, change orders and job conditions affecting the interests of the DISTRICT.
  - (xii) Any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
  - (xiii) Times of day INSPECTOR was present on site.

- (h) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:
- (i) When work is started on the PROJECT.
  - (ii) At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms.
  - (iii) At least 48 hours in advance of the first pour of concrete.
  - (iv) When work is suspended for a period of more than two weeks.
- (i) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:
- (i) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.
  - (ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
  - (iii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

All records of construction procedure shall be kept on the job until the completion of the work. All records kept by the INSPECTOR arising out of or in any way connected with the PROJECT shall be and remain the property of the DISTRICT. At the end of each individual PROJECT, the INSPECTOR shall provide to the DISTRICT with all PROJECT documentation in a professional format, both in binders and on a computer CD.

A complete and accurate copy of all records kept or created by the INSPECTOR arising under or connected in any way to the PROJECT shall be furnished by the INSPECTOR to the DISTRICT immediately upon written demand by the DISTRICT.

- (j) Deviations. The INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to his/her attention. Copies of such notice shall be forwarded immediately to the architect or registered engineer, and to the Division of the State Architect.

Failure on the part of the INSPECTOR to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by his/her contract in accordance with the approved plans and specifications and all laws and regulations.

- (k) Verified Reports. The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.

- (1) Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect or registered engineer, to the DISTRICT's board, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

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

- (1) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, in no event shall such policy limit be less than \$1,000,000.00.
- (2) Comprehensive general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury and property damage liability per occurrence, including:
  - a. Owned, non-owned and hired vehicles at cash value;
  - b. Blanket contractual;
  - c. Broad form property damage;
  - d. Products/completed operations; and
  - e. Personal injury.
- (3) Professional liability insurance, including contractual liability, with limits of One Million Dollars (\$1,000,000), per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that INSPECTOR subcontracts any portion of INSPECTOR's duties, INSPECTOR shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
- (4) Each policy of insurance required in Section D(2) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of the INSPECTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. The INSPECTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the INSPECTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the INSPECTOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of the INSPECTOR, and in such event, the INSPECTOR shall reimburse DISTRICT upon demand for the cost thereof.

(E) The DISTRICT agrees to pay the INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A". This AGREEMENT is based on estimated Time and Material expense. In no event shall the total payment to INSPECTOR under this AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of TWO HUNDRED FIFTY EIGHT THOUSAND, FORTY EIGHT DOLLARS (\$258,048), for all services performed and expenses incurred pursuant to this AGREEMENT.

(F) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT. The INSPECTOR shall devote each working day to the inspection of RIVERSIDE CITY COLLEGE LIFE SCIENCE AND PHYSICAL SCIENCE RECONSTRUCTION PROJECT (hereinafter referred to as the "PROJECT(S)").

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

- (1) In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the INSPECTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement inspector costs shall be deducted from payments to the INSPECTOR.
- (2) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph (G)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by INSPECTOR.
- (3) This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the INSPECTOR for Board approved extra services.
- (4) In the event the INSPECTOR is terminated, with or without cause, the INSPECTOR shall personally provide all the original PIC's prepared or obtained by the INSPECTOR in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original PIC's must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the INSPECTOR's termination. Under no circumstances shall the INSPECTOR withhold any original PIC's related to the PROJECT upon the INSPECTOR's termination. The INSPECTOR shall be responsible for any delays on the PROJECT that arise out of the INSPECTOR's failure to provide the original PIC's to the



assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the INSPECTOR's termination, the INSPECTOR shall provide copies of all current PIC's in the INSPECTOR's Project File to the DISTRICT along with all other documents detailed in Section (C)(2)(c) of this AGREEMENT.

- (5) In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but the INSPECTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.
- (6) THE DISTRICT AND INSPECTOR UNDERSTAND AND AGREE THAT SECTION (G) OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(H) Hold Harmless. To the fullest extent permitted by law, the INSPECTOR agrees to indemnify, defend and hold the DISTRICT entirely harmless from all liability arising out of:

- (1) Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and
- (2) General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the INSPECTOR or any person, firm or corporation employed by the INSPECTOR related to, founded upon or in connection with this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;
- (3) Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.
- (4) Business Automobile Liability. Liability for bodily injury or property damage claims arising out of the use of owned, hired, or non-owned automobiles operated by the INSPECTOR, its officers, agents, employees or anyone employed by the INSPECTOR, in connection with work performed under this AGREEMENT.

- (5) INSPECTOR, at INSPECTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees on account of or founded upon any of the causes, damages or injuries identified herein Section (H) and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
- (6) THE PARTIES UNDERSTAND AND AGREE THAT SECTION (H) OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT OR OTHERWISE INCLUDED IN THE CONSULTANT'S TERMS AND CONDITIONS SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.
- (7) ANY ATTEMPT TO LIMIT THE INSPECTOR'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE INSPECTOR.

(I) Independent Contractor. INSPECTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. The INSPECTOR understands and agrees that INSPECTOR and all of INSPECTOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The INSPECTOR assumes the full responsibility for the acts and/or omissions of the INSPECTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. The INSPECTOR shall assume full responsibility for payment of all prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective INSPECTOR's employees. INSPECTOR shall fully defend and indemnify the DISTRICT from any claims, damages or any liability arising from or related to DISTRICT or its subcontractors' failure to comply with any applicable prevailing wage laws and requirements.

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

(K) The DISTRICT and the INSPECTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. The INSPECTOR shall not assign this AGREEMENT.

(L) This AGREEMENT shall be governed by the laws of the State of California.

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

(N) THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER

BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INSPECTOR. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE INSPECTOR SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE INSPECTOR MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE INSPECTOR'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

(O) Time is of the essence with respect to all provisions of this AGREEMENT.

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

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

(R) All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by this reference as though fully set forth in each instance in the text hereof unless otherwise excluded by this AGREEMENT.

(S) This AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

(T) Assignment. INSPECTOR shall not assign or transfer this AGREEMENT or any interests of INSPECTOR herein without the prior written approval of the DISTRICT. Any such attempt by the INSPECTOR to assign or transfer this AGREEMENT or any of the INSPECTOR's interests set forth herein without the DISTRICT's written approval shall be void and shall be given no force or effect. No individual person assigned to provide the services hereunder for the PROJECT may be changed or substituted without the prior written consent of the DISTRICT. Such consent may be given or withheld in the DISTRICT's absolute discretion.

(U) Administration. The INSPECTOR shall produce, or shall hire the necessary independent contractors and/or consultants needed to produce, a clerically smooth product for the DISTRICT and for the INSPECTOR's routine correspondence with the DISTRICT. These clerical services shall be provided at no additional expense to the DISTRICT.

(V) Conflict of Interest. The INSPECTOR hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the INSPECTOR has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; and (ii) the INSPECTOR shall not employ in the performance of services under this AGREEMENT any person or entity having such an interest.

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

KNOWLAND CONSTRUCTION  
SERVICES  
33 Narcissa Drive  
Rancho Palos Verdes, CA 90275

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_  
Chris Knowland  
President

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

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

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

**EXHIBIT “A”**

See attached Proposal as Exhibit “A”  
(for Life Science and Physical Science Reconstruction for Business Education and Computer Information  
Systems Project Knowland Construction Services – Inspection Services Agreement)

**PROPOSAL FOR PROJECT INSPECTORS**

SCHOOL DISTRICT: **Riverside Community College District**

INSPECTORS: **Ralph Rocha / Greg Hankins / Jack Dunne / Kevin Lastrapes/ Carlos Madrid (or other approved IOR/PE, as required)**

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

DURATION: **(16) months; 2,464 hrs. total (August 29, 2022; January 2, 2024)**

RATE: **Sr. DSA Class 1 IOR Rate: \$96.00/hr**

TOTAL ESTIMATE: **Added Contingency Allowance: \$20,000.00**  
**Total Estimate: \$278,048.00 (See Exhibit A)**  
*\*Hourly Rate increase of \$3 at the start of every January of the construction/ contract period*

**PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:**

1. Knowland Construction Services agrees to provide for continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs.
2. Represent the District under the guidance of the designee of the District Superintendent.
3. Attend all planning, pre-construction conference, project meetings, or meetings as required by the District.

4. Monitor and observe all Special Inspections performed by the Districts contracted Testing Lab as required by the Testing and Inspections Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by Special Inspectors. Perform or monitor testing for Torque, Epoxy, Pull Tests, and other tests as approved by the DSA Field Engineer. Knowland Construction Services shall assist in minimizing unnecessary costs for testing where possible.
5. The District & the Inspector, Knowland Construction Services, shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
6. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing. Contract is intended to be an agency agreement and may be terminated in 15 days by either party with or without cause. This Agency Agreement shall be assignable to other schools within the District, and shall apply to other Inspectors as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationships with Inspectors introduced to the District through Knowland Construction Services for a period of two (2) years after the dissolution of any contracts through Knowland Construction Services unless permission is granted prior to such relationships.
7. Knowland Construction Services shall maintain in effect a \$1 million General Liability insurance policy, Workman's Compensation as required, and Full Liability Auto Insurance as required. District requests for additional insurances shall be paid additionally by the District at current market rates.
8. Chaffey Community College District agrees to pay Knowland Construction Services the cost of project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice. Overtime shall be billed at 1 ½ times standard pay or per the local operator's union. Fee schedule shall escalate \$3/hr. each January after the contract is approved. If less than 10 hours are billed per week, a 2-hour administrative fee will be charged to cover insurance and other overhead costs. Knowland Construction Services (Project Inspectors /Project Managers/ Engineers) shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. The District shall provide all utility lines, office space and furniture on an off-site location. KCS at its own discretion may utilize project managers or project engineers to perform administrative, report writing, DSA Box, and other duties where it is in the interest of the project.

9. When an IOR is on vacation or unable to be at the project for reasons beyond his reasonable control, a Project Manager / Project Engineer will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the Inspector of Record. Hours billed for inspection services shall include only hours worked in support of the project. Other billing arrangements may be as agreed in writing by the District.

Christopher Knowland  
Christopher Knowland – KCS  
Knowland Construction Services

\_\_\_\_\_  
Agent – Chaffey Community College District



## KCS EXHIBIT A: RCCD RCC LF/PS RECONSTRUCTION PROJECT

		CONSTRUCTION																TOTAL ESTIMATE		
		2022				2023														
PROJECT	Position: DSA Class 1	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	Total Hours	Hourly Rate	Total Cost
RCC LS/PS Reconstruction Project	Ralph Rocha / Greg Hankins / Jack Dunne / Carlos Madrid or OTHER IOR	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	2688	\$ 96.00	\$ 258,048.00
Contingency Allowance (for any extended scope of work)																		-	-	\$20,000.00
																		<b>Estimated Total</b>		<b>\$ 278,048.00</b>
<b>CONSTRUCTION DURATION</b>	<b>AUG 29, 2022 - JANUARY 2, 2024 (16 MONTHS)</b>																			
<b>ASSUMPTIONS</b>	<b>Assumed monthly duration = 168 HOURS PER MONTH FOR 16 MONTHS. Holidays have ben excluded from hours per month. KCS inspectors will only bill for hours spent on project. Proposal assumes an 8 hour workday duration for each day of the project.</b>																			
	Knowland Construction Services is flexible on all components of the hourly rates, minimum hourly increments, fixed fee arrangements and mutually beneficial rate structures and staff arrangements (including the use of Project Engineers for assistance with inspection/project management). Cost escalation of 5% of the DSA IOR Rate will be in effect each January of the contract period. Knowland also maintains \$4 million General Liability, \$2 million Professional Liability from Cornerstone Specialty Insurance Services (Acord) and all other insurances as required. KCS maintains a \$1 million workers compensation policy from State Fund, \$2 million sexual molestation insurance, and commercial auto form Mercury Casualty Company.																			

# Board of Trustees Regular Meeting (VI.P)

Meeting	August 16, 2022
Agenda Item	Grants, Contracts and Agreements (VI.P)
Subject	Grants, Contracts and Agreements Materials Testing & Special Inspections Services Agreement with Geo Tek, Inc. for the Riverside City College Life Science & Physical Science Reconstruction for Business Education & Computer Information Systems 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 Materials Testing & Special Inspections Services Agreement for the RCC Life Science & Physical Science Reconstruction for Business Education & Computer Information Systems Project with GeoTek, Inc. for the not to exceed amount of \$211,695.

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## Background Narrative:

The District issued a Request for Proposal (RFP) on April 01, 2022 to the District's pre-qualified pool for the selection of Inspector of Materials Testing & Special Inspections Services firms for the Riverside City College Life Science & Physical Science Reconstruction for Business Education & Computer Information Systems Project. The RFP was conducted in two steps: 1) Statement of qualifications review 2) Fee proposal evaluation.

The District received six (6) RFP responses. The committee members, consisting of District office, Riverside City College personnel, and the project's construction manager reviewed and evaluated the proposals.

Based on evaluation of the proposals, qualifications, experience and fee proposal, the committee recommends GeoTek, Inc. to provide inspection of materials testing & special inspections services for Riverside City College Life Science & Physical Science Reconstruction for Business Education & Computer Information Systems in the not to exceed amount of \$211,695, including allowances. The term of the agreement is from August 17, 2022 to project completion.

Prepared By: Rajen Vurdien, Interim President, Riverside City College  
Jo Ann Higdon, Interim Vice President, Business Services, Riverside City College  
Aaron S. Brown, Vice Chancellor, Business and Financial Services  
Hussain Agah, Associate Vice Chancellor, Facilities Planning and Development  
Mehran Mohtasham, Director, Capital Planning  
Bart Doering, Director, Facilities Development

# **CONSULTANT SERVICES AGREEMENT**

(SPECIAL INSPECTION AND/OR TESTING SERVICES)

This AGREEMENT is made and entered into this 17th day of August in the year 2022 (“EFFECTIVE DATE”), by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as (the “DISTRICT”), and GeoTek, Inc., hereinafter referred to as “CONSULTANT”. The DISTRICT and the CONSULTANT are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

**WHEREAS**, the DISTRICT requires specialized inspection and/or testing services for the RIVERSIDE CITY COLLEGE LIFE SCIENCE AND PHYSICAL SCIENCE RECONSTRUCTION FOR BUSINESS EDUCATION AND COMPUTER INFORMATION SYSTEMS PROJECT located within the DISTRICT (hereinafter referred to as the “PROJECT”);

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

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

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

## **ARTICLE I**

### **SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT**

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

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

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

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

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

## **ARTICLE II**

### **CONSULTANT'S SERVICES AND RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE III** **TERMINATION**

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

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including

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

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

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

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

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

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

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

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

**ARTICLE V**  
**ACCOUNTING RECORDS OF THE CONSULTANT**

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

**ARTICLE VI**  
**COMPENSATION TO THE CONSULTANT**

1. The DISTRICT shall compensate the CONSULTANT as follows:
  - a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in EXHIBIT "A", inclusive of reimbursable expenses, for performing the basic services required by this AGREEMENT subject to the limitations set forth herein this Article VI, Section 1(a). In no event shall the CONSULTANT's compensation exceed TWO HUNDRED ELEVEN THOUSAND, SIX HUNDRED NINETY FIVE (\$211,695) for performing all the basic services detailed in Article II and EXHIBIT "A". CONSULTANT shall invoice costs monthly for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation.



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

## **ARTICLE VII**

### **ADDITIONAL CONSULTANT SERVICES**

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

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

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

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

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

## **ARTICLE VIII**

### **MISCELLANEOUS**

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

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

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

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by CONSULTANT in accordance with this AGREEMENT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

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

e. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO

THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

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

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

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

b. Commercial general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:

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

c. Professional liability insurance, including contractual liability, with limits of \$1,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in Article VIII, Section 2(b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall

waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

3. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees. CONSULTANT shall fully defend and indemnify the DISTRICT from any claims, damages or any liability arising from or related to CONSULTANT or its subcontractors' failure to comply with any applicable prevailing wage laws and requirements.

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

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

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

7. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED

BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE CONSULTANT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

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

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

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

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

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

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

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

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

**CONSULTANT:**

GeoTek, Inc.

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

Larry Novasel  
Senior Project Manager  
1548 North Maple Street  
Corona, CA 92878

**DISTRICT:**

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

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

Aaron S. Brown  
Vice Chancellor  
Business and Financial Services

**EXHIBIT “A”**

See attached Proposal as Exhibit “A”  
**(for Riverside City College - Life Science and Physical Science Reconstruction for Business Education and  
Computer Information Systems Project, GeoTek, Inc. – Special Inspections Agreement)**



GeoTek, Inc.  
1548 North Maple Street, Corona, California 92878  
(951) 710-1160 Office (951) 710-1167 Fax www.geotekusa.com

### Life Science/Physical Science Reconstruction for Business Education & Computer Information Systems Project

#### RFP No. 39-21/22-2 - Riverside City College

#### ESTIMATE

TASK	QTY	RATE	TOTAL	ASSUMPTIONS
<b>SPECIAL INSPECTION AND TESTING SERVICES</b>				
Soils Grading Observations, Sampling and/or Compaction Testing	160 Hours	\$ 105.00	\$ 16,800.00	Includes grading, subgrade, foundations, base, asphalt, and wall/utility trench backfill
Batch Plant Inspection	40 Hours	\$ 100.00	\$ 4,000.00	Concrete/Grout batch plant inspection on large pours
Concrete Placement Sampling (ACI)	80 Hours	\$ 100.00	\$ 8,000.00	to assist IOR with sample fabrication of concrete - includes batch and follow on smaller pours
Masonry Inspection	280 Hours	\$ 100.00	\$ 28,000.00	Includes continuous inspection during placement as noted on plans
Welding/Bolting Inspection - Steel Fabrication Shop	320 Hours	\$ 100.00	\$ 32,000.00	Includes welding and bolting inspections at the steel fabrication shop - based on local fab shop
Welding/Bolting Inspection - Field	400 Hours	\$ 100.00	\$ 40,000.00	Includes welding and bolting inspections in the field
NDE Inspection - UT Testing of Welds	40 Hours	\$ 150.00	\$ 6,000.00	Include UT testign of full pen welds in the field and local fab shop
Coring	8 Hours	\$ 134.00	\$ 1,072.00	Required per DSA Form 103
Ceiling Wire Pull Testing	40 Hours	\$ 134.00	\$ 5,360.00	Required by DSA Form 103
Rebar Fabricator Shop and Masonry Tag and Sample	120 Hours	\$ 100.00	\$ 12,000.00	Required by DSA Form 103
Proof Load/Torque Testing of Post Installed Anchors	120 Hours	\$ 134.00	\$ 16,080.00	Includes both epoxy and wedge anchors
Shear Testing of CMU	3 each	\$ 150.00	\$ 450.00	Required per DSA Form 103
Allowance	1 Each	\$ 15,000.00	\$ 15,000.00	To be used at Owner's Discretion for extended Scope of Work
Sample Pick Up	30 Each	\$ 75.00	\$ 2,250.00	
<b>SUBTOTAL:</b>			<b>\$ 187,012.00</b>	
<b>LABORATORY SERVICES</b>				
Moisture Density Curve (ASTM D1557)	3 Each	\$ 209.00	\$ 627.00	Confirmation of onsite materials plus 1 import
Compression Strength of Concrete Cylinders	80 Each	\$ 32.00	\$ 2,560.00	1 set of 4 every 50 cubic yards
Compression Strength of Mortar Cylinders	36 Each	\$ 32.00	\$ 1,152.00	1 set of 4 for 1st 3 days, then once per week
Compression Strength of Grout Molds	12 Each	\$ 32.00	\$ 384.00	Minimum of 1 set of 4 per placement
Compression Strength of Masonry Prisms - <b>Required per T and I Sheet (f'm 2,000 psi)</b>	3 Each	\$ 118.00	\$ 354.00	1 set of 5 preconstruction and then 1 set of 3 every 5,000 SF
Compressive Strength and Absorption Testing of Masonry Units	3 Each	\$ 118.00	\$ 354.00	Representative samples of masonry units
Compressive Strength Testing of CMU Cores	6 Each	\$ 50.00	\$ 300.00	Required per DSA Form 103
Rebar Bend and Tensile Testing	40 Each	\$ 166.00	\$ 6,640.00	Per Heat Number and Diameter
High Strength A325 Bolt Testing	6 Each	\$ 161.00	\$ 966.00	Per Heat /Lot Number
<b>SUBTOTAL:</b>			<b>\$ 13,337.00</b>	







**GeoTek, Inc.**  
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 (951) 710-1160 Office (951) 710-1167 Fax www.geotekusa.com

**Life Science/Physical Science Reconstruction for Business Education & Computer Information Systems Project**  
**RFP No. 39-21/22-2 - Riverside City College**

**ESTIMATE**

TASK	QTY	RATE	TOTAL	ASSUMPTIONS
<b>PROFESSIONAL AND ADMINISTRATIVE SERVICES</b>				
Certified Payroll	12 Months	\$100.00	\$1,000.00	based on 12 months of field inspection
Project Manager	40 Hours	\$ 134.00	\$ 5,360.00	Project coordination, general oversight, report review, and project meetings.
Geotechnical Engineer	6 Hours	\$ 171.00	\$ 1,026.00	Soils Field and Lab Report Review and Final Grading Report
Principal/Project Engineer	20 Hours	\$ 198.00	\$ 3,960.00	Lab Report Review and Final Reports
<b>SUBTOTAL: \$</b>			<b>11,346.00</b>	
<b>TOTAL ESTIMATE: \$ 211,695.00</b>				

**BASIS OF CHARGES**

- |  |                        |
|--|------------------------|
| Work from 0-4 hours                                      | 4-Hour Minimum Billing |
| Work from 4-8 hours                                      | 8-Hour Minimum Billing |
| Work over 8 hours per day, or on Saturdays               | Time and One-Half      |
| Work over 12 hours per day                               | Double Time            |
| Work on Sundays/Holidays                                 | Double Time            |
| Show-Up Time   | 2-Hour Minimum Billing |
| Outside Services/Reimbursables                           | Cost + 15%             |
| One hour of Project Manager or Engineering time per week |                        |

**QUANTITY DISCLAIMER:**

This proposal is limited to the scope of services, the number of inspection hours, and the number of associated tests identified herein. Any estimated quantities contained herein are estimates only and Client agrees to payment for services rendered in excess of the estimated quantities and/or cost figures as described herein. It is recognized that additional services rendered herein under this proposal are schedule driven and are mandated by the scheduling and staffing of the contractor(s). Should items and quantities alter from estimates outlined herein, GeoTek shall be entitled to compensation for services rendered. In addition, Client recognizes that, on occasion, due to the schedule of the contractor or relevant subcontractors, occasional overtime may be required. GeoTek typically will have no notice of this until the day the said overtime occurs. Client agrees to compensate GeoTek for said overtime. *Escalation in Prevailing Wage hourly rates will be calculated using the percentage of increase issued by the State of California Director of Industrial Relations.*





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## P-0409222-CR FEE SCHEDULE GEOTECHNICAL, SPECIAL INSPECTION AND MATERIALS TESTING SERVICES

*Prevailing Wage Project*

### PERSONNEL RATES

#### Professional and Project Management

Staff Type	Unit Rate	Unit
Principal Engineer/Geologist	\$ 198.00	Hour
Geotechnical Engineer	\$ 171.00	Hour
Project Engineer/Geologist	\$ 144.00	Hour
Staff Engineer/Geologist	\$ 134.00	Hour
Field Engineer/Geologist	\$ 112.00	Hour
Field Supervisor	\$ 105.00	Hour
Project Administration/Drafting	\$ 66.00	Hour

#### Inspectors and Technicians

Staff Type	Rate	Cost
Lead Inspector	\$ 110.00	Hour
Certified Welding Inspector(AWS/CWI)	\$ 100.00	Hour
Soils Technician	\$ 105.00	Hour
ICC Certified Inspector(RC, PC, RM, SS, FP)	\$ 100.00	Hour
ACI Technician	\$ 100.00	Hour
Proof Load Testing	\$ 134.00	Hour
Floor Flatness Technician	Quote Upon Request	
Ground Penetrating Radar		
One Man Crew	\$ 214.00	Hour
Two Man Crew	\$ 314.00	Hour
Non-Destructive Testing (ASNT)		
Level III Review	\$ 214.00	Hour
Magnetic Particle Testing Level II	\$ 150.00	Hour
Ultrasonic Testing Level II	\$ 150.00	Hour
Radiographic Inspection	Quote Upon Request	
Coring		
Coring Machine Operator with equipment	\$ 134.00	Hour
Helper (Add Per Hour)	\$ 100.00	Hour
Wood Fabrication Inspection	\$ 110.00	Hour
Nailing Inspection	\$ 110.00	Hour
Roofing Inspection	\$ 110.00	Hour
Laboratory Technician	\$ 110.00	Hour
Sample Pick-up Driver (If not done on a per trip basis)	\$ 100.00	Hour

### ENVIRONMENTAL AND GEOTECHNICAL INVESTIGATIONS

Description	Unit Rate	Unit
Phase 1 and Phase 2 Reports	Quote Upon Request	
Geotechnical Investigation Report	Quote Upon Request	
Percolation or Infiltration Testing	Quote Upon Request	

### LABORATORY TESTS

#### Soils and Asphalt

Description	Unit Rate	Unit
Asphalt Content by Ignition	\$ 326.00	Each
Burn-Off Method CT 382/ASTM D6307	\$ 321.00	Each
Bitumen Content (extraction), ASTM D2172	\$ 214.00	Each
Bitumen Content CT 310/Cal 382 Ignition Furnace	\$ 161.00	Each
Gradation of Extracted Sample, ASTM C 136/CT 202	\$ 326.00	Each
Maximum Specific Gravity, (Marshall) ASTM D2041	\$ 321.00	Each
Collapse/Swell ASTM D4546	\$ 102.00	Each
Compaction, Modified Proctor ASTM D1557	\$ 209.00	Each
Compaction, Modified Proctor ASTM D698	\$ 209.00	Each
Hveem Maximum Density, CT 304/308	\$ 375.00	Each
Consolidation ASTM D2435, D4546	\$ 241.00	Each
Corrosivity Suite D4972, G57, D4327, D46589M	\$ 214.00	Each
Direct Shear, Consolidated-Drained ASTM D3080	\$ 257.00	Each
Direct Shear, Residual ASTM D6467 Mod	\$ 257.00	Each
Expansion Index Test UBC 29-2/ASTM D4829	\$ 163.00	Each
Liquid Limit, Plastic Limit and P.I. ASTM D4318	\$ 161.00	Each
Particle Size Analysis of Soil #4 to Fines ASTM D422	\$ 305.00	Each
Specific Gravity of Soil, ASTM D854	\$ 184.00	Each

#### Soils and Asphalt Continued

Description	Unit Rate	Unit
Percent Finer than #200 Sieve ASTM D1140	\$ 128.00	Each
Permeability of Granular Soils ASTM D2434	\$ 214.00	Each
Permeability, Flexible Wall, Cohesive Soil ASTM D5084	\$ 535.00	Each
"R" Value ASTM D2844/CT 301	\$ 353.00	Each
Resistivity of Soil ASTM G57 and pH ASTM D4972	\$ 139.00	Each
Sand Equivalent ASTM D2419/CT 217	\$ 123.00	Each
Sieve Analysis of Extracted Aggregate ASTM D5444	\$ 80.00	Each
Sieve Analysis, 3" to #200 Gradation ASTM C117	\$ 163.00	Each
Sieve Analysis Minus #200 by Wash ASTM D1140/C117	\$ 80.00	Each
Soil Classification, ASTM D 2487	\$ 300.00	Each
Soil Moisture/Density In Situ Sample ASTM D1587/D2937	\$ 32.00	Each
Water Soluble Sulfate	\$ 64.00	Each

#### Concrete and Aggregate Tests

Description	Unit Rate	Unit
Specific Gravity & Absorption Coarse Agg. ASTM C127	\$ 80.00	Each
Specific Gravity & Absorption Fine Agg. ASTM C128	\$ 80.00	Each
Trial Batches ASTM C192	\$ 856.00	Each
Durability Index Coarse & Fine Aggregate ASTM D3744	\$ 128.00	Each
Lightweight Concrete Unit Weight ASTM C495	\$ 37.00	Each
Modulus of Elasticity of Concrete ASTM C469	\$ 214.00	Each
Sieve Analysis, Coarse Aggregate ASTM C136/CT 202	\$ 107.00	Each
Sieve Analysis, Fine Agg #4 to #200 ASTM C117/C136	\$ 163.00	Each
Specific Gravity & Absorption Coarse Agg. ASTM C127	\$ 80.00	Each
Specific Gravity & Absorption Fine Agg. ASTM C128	\$ 80.00	Each
Splitting Tensile/Concrete Cylinder ASTM C496	\$ 54.00	Each
L.A. Rattler, ASTM C131 or C535/Cal 211	\$ 321.00	Each
Sulfate Soundness (per sieve), ASTM C88	\$ 578.00	Each
Unit Weight of Aggregates, ASTM C29	\$ 128.00	Each
Cleaness Value, CT 227	\$ 128.00	Each
Moisture Content of Aggregate ASTM C29	\$ 80.00	Each
Concrete		
Shrinkage, set of 3, ASTM C157, CT 530	\$ 428.00	Each
Compression 4x8 Cylinders ASTM C39	\$ 32.00	Each
Compression, 6x12 Cylinders, ASTM C39	\$ 32.00	Each
Compression, 3x6 Cylinders Lightweight ASTM C495	\$ 48.00	Each
Compression, 2X2 Cubes, each age, ASTM C109	\$ 50.00	Each
Concrete Core Compression ASTM C42	\$ 77.00	Each
Splitting Tensile, 6X12 Cylinders, ASTM C496	\$ 80.00	Each
Unit Weight of Concrete Cylinders, ASTM C567	\$ 48.00	Each
Unit Weight of Lightweight ASTM C495	\$ 59.00	Each
Flexural Strength of Concrete, ASTM C78 or C495	\$ 80.00	Each
Shotcrete Panel Core Compression Test, ASTM C42	\$ 118.00	Each
Emission of Moisture through Concrete	\$ 107.00	per test

#### Masonry Tests

Description	Unit Rate	Unit
Brick Absorption ASTM C67	\$ 27.00	Each
Brick Compression ASTM C67	\$ 54.00	Each
Dimensional Measurement-Masonry Units ASTM C140	\$ 80.00	Each
Masonry Unit Compression Gross Area ASTM C140	\$ 118.00	Each
Masonry Unit Compression Net Area ASTM C140	\$ 91.00	Each
Absorption & Moisture of Block ASTM C140	\$ 27.00	Each
Compression, Grout Prisms, ASTM C39	\$ 32.00	Each
Compression, Mortar Cylinders, ASTM C39	\$ 32.00	Each
Compression, Composite Prisms, ASTM E447	\$ 118.00	Each
Compression, Masonry Core, ASTM C140	\$ 50.00	Each
Shear, Masonry Core, CCR Title 24	\$ 150.00	Each
Epoxy Grout 2x2x2 Cube Compression ASTM C579	\$ 50.00	Each
Masonry Composite Prism Compression ASTM C1314	\$ 171.00	Each
Grout Prism - Compression Test ASTM C1019	\$ 37.00	Each



GeoTek, Inc.  
1548 North Maple Street, Corona, California 92878  
(951) 710-1160 Office (951) 710-1167 Fax www.geotekusa.com

**P-0409222-CR FEE SCHEDULE**  
**GEOTECHNICAL, SPECIAL INSPECTION AND MATERIALS TESTING SERVICES**  
*Prevailing Wage Project*

**Reinforcing Steel Tests**

Description	Unit Rate	Unit
Bend Test of Rebar #11 ASTM A370	\$ 107.00	Each
Bend Test of Rebar #14 ASTM A370	\$ 182.00	Each
Bend Test of Rebar #3 - #10 ASTM A370	\$ 86.00	Each
Tensile #11 Rebar ASTM A370	\$ 86.00	Each
Tensile #14 Rebar ASTM A370	\$ 214.00	Each
Tensile Test #3 - #10 ASTM A370	\$ 80.00	Each

**Prestressing Steel Tests**

Description	Unit Rate	Unit
Yield Strength, Breaking Strength, Elongation (add \$ 25.00 per test; for Modulus of Elasticity)	\$ 321.00	Each

**Structural Steel Tests**

Description	Unit Rate	Unit
High Strength Bolts/Nuts/Washer Compliance Test ASTM	\$ 161.00	Each
Mild Steel Not Over 1" Thick		
Tensile Strength, ASTM A370 (test only)	\$ 161.00	Each
Anchor Bolts, A 505	\$ 225.00	Each
Tensile Strength	\$ 214.00	Each
Bolts Proof Load or Ultimate	\$ 134.00	Each
Hardness (Rockwell)	\$ 54.00	Each

**Fireproofing Tests**

Description	Unit Rate	Unit
Fireproofing Adhesion / Cohesion Test Kit ASTM E736	\$ 65.00	Each
Fireproofing Density Test ASTM E605	\$ 50.00	Each

**Miscellaneous**

Description	Unit Rate	Unit
Concrete Mix Design Review	\$ 198.00	Hour
Weld Procedure Review	\$ 214.00	Each
QA/QC Plan Written Procedures		Quote Upon Request
Administrative/Clerical Services	\$ 66.00	Hour

**BASIS OF CHARGES**

Description	Unit Rate	Unit
Work from 0-4 hours		4-Hour Minimum Billing
Work from 4-8 hours		8-Hour Minimum Billing
Project Management as Project Engineer/Geologist		1- Hour Minimum weekly
Work over 8 hours per day, or on Saturdays		Time and One-Half
Work over 12 hours per day		Double Time
Work on Sundays/Holidays		Double Time
Show-Up Time		2-Hour Minimum Billing
Laboratory Testing - Rush Fee		Add 50% to Testing Cost
Outside Services/Reimbursables		Cost + 15%
Shipping Charges		Cost + 15%
Parking/Tolls		At Cost
Certified Payroll Compliance		\$110 per month
Deputy Inspectors (If applicable)		
Travel Time (Beyond 100-Mile Radius of Project Site)	\$ 100.00	Hour
Per-diem, Including Lodging (Beyond 100-Mile Radius)		Quote Upon Request

# Board of Trustees Regular Meeting (VI.R)

Meeting	August 16, 2022
Agenda Item	Grants, Contracts and Agreements (VI.R)
Subject	Grants, Contracts and Agreements Architectural Services Agreement with LPA for the Football Field & Running Track Renovation Project at Riverside City College
College/District	Riverside City College
Funding	Riverside City College General Funds
Recommended Action	Recommend approving an Architectural Services Agreement with LPA for the Football Field & Running Track Renovation Project at Riverside City College in the not to exceed amount of \$323,000.

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## Background Narrative:

The District issued a Request for Proposals (RFP) on July 8, 2022 to the District's pre-qualified pool of architectural firms to provide architectural and engineering services for the Football Field & Running Track Renovation Project at Riverside City College. The RFP included a pre-established scoring matrix to evaluate the firm's qualifications, experience, project approach, and methodology. The RFP 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) RFP responses. The committee members, consisting of District office, Riverside City College personnel reviewed and scored each proposal independently in accordance with the RFP requirements and selected the top three (3) 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 LPA to provide architectural and engineering services for the Football Field & Running Track Renovation Project at Riverside City College in the not to exceed amount of \$323,000, including reimbursable and allowance. The term of the agreement is from August 16, 2022 to December 31, 2023.

Prepared By: Rajen Vurdien, Interim President, Riverside City College  
Jo Ann Higdon, Interim Vice President, Business Services, Riverside City College  
Kristine DiMemmo, Vice President of Planning & Development, Riverside City College  
Aaron S. Brown, Vice Chancellor, Business and Financial Services  
Hussain Agah, Associate Vice Chancellor, Facilities Planning and Development  
Mehran Mohtasham, Director, Capital Planning  
Bart Doering, Director, Facilities Development

# ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 17th day of August in the year 2022 by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT,” and LPA, 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 **Football Field & Running Track Renovation** Project, RFP# 03-22/23-2, hereinafter referred to the “PROJECT”; and **WHEREAS**, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

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

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

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

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

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

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

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

6. The ARCHITECT shall coordinate its services with the Contractor, Project Inspector, its consultants and other parties to ensure that all requirements under DSA’s Inspection Card (Form 152) and any subsequent revisions, supplements or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements and in compliance with the PROJECT

schedule. The ARCHITECT and its consultants shall take all action necessary as to not delay progress in meeting any DSA requirements. The ARCHITECT shall meet all requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions, supplements or updates thereto issued or required by DSA. Any references to DSA requirements or forms for the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

into the PROJECT. The ARCHITECT shall incorporate requirements into the PROJECT's specifications that indicate the above certification shall be part of the Contractor's final PROJECT submittal to the DISTRICT.

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

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

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

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

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

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

25. **Schematic Design Phase**

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

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



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

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

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

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

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

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

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

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

a. Upon approval by the DISTRICT of the Schematic Design services set forth

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

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

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

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

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in an acceptable Building Information 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 Twenty-Three Thousand DOLLARS (\$323,000) 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 **Three Thousand Dollars (\$3,000.00)** 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:

LPA  
5301 California Ave, Suite 100  
Irvine, CA 92617  
Attn: Jon Mills  
Telephone: (949) 701-4134  
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:

LPA

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

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

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

Jon Mills  
COO  
5301 California Ave, Suite 300  
Irvine, CA 92617

Aaron S. Brown  
Vice Chancellor  
Business & Financial Services

**EXHIBIT "A"**

**ARCHITECT'S FEE SCHEDULE  
(for RCC Football Field & Track Renovation Project)**

## SCOPE OF SERVICES

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ARCHITECTURAL AND ENGINEERING SERVICES  
RIVERSIDE CITY COLLEGE FOOTBALL FIELD & TRACK RENOVATION PROJECT  
8/9/2022**

### PROPOSED COMPENSATION

LPA proposes a **Phased Fixed Fee** for services-based information provided in the Request for Qualification/Proposal (RFQ/P) for Architectural and Engineering services for RIVERSIDE CITY COLLEGE FOOTBALL FIELD & TRACK RENOVATION PROJECT Issued on July 8, 2022.

LPA understands that the District seeks a firm to provide architectural services for the RCC Football Field and Track Renovation project. In December 2021, GMax, performance and track survey were completed at the RCC Football field and track and the result included areas of concern. Therefore, the District conducted the feasibility study on the Football Field & Track in order to proceed with the project. This project will only address like-for-like replacement of the football field artificial turf and the running track. No changes will be made to the bleachers or the Stadium. The estimated completion of this project is desired by August 15, 2023.

### SCOPE OF WORK AND SERVICES

The Riverside City College Track and Field project scope of work includes a replacement in-kind of the existing track, field elements and football field, as well as site-related ADA upgrades as required by DSA. This scope is further described below.

The new track will be a vulcanized rubber eight-lane track installed in place of the existing eight-lane track. The field elements include a new a steeple chase, two pole vaults and a long jump/triple jump that will be installed within the extents of the rubber surface material. The football field will be installed on the inside of the track and shall be made of synthetic turf. New striping and surface graphics (i.e., within the end zones) shall be designed for the track and football field. Additional outdoor power/outlets may be required. Underground utilities may be impacted by the new construction and will need to be included in the scope as required.

The extent of accessibility upgrades is dependent on the discretion of the DSA reviewer(s). It is generally understood that the scope of the accessibility upgrades shall be limited to the following as indicated in CBC 11B-202.4 Exception 8:

1. An accessible entrance;
2. An accessible route to the altered area;
3. Accessible restrooms;
4. Accessible telephones;
5. Accessible drinking fountains;
6. Additional accessible elements such as parking, signs, storage and alarms.

Procurement of the Track and Field will be done via CMAS contract directly with the qualified sports field manufacturers.

Nearby elements, including the stadium seating/locker rooms, scoreboard and site lighting are not included in the project scope.

The project shall be designed to reflect construction in two phases: phase one shall include the football field, and phase two shall include the track and field elements. Both phases shall be documented in a single document set for DSA review.



PROJECT PHASE MILESTONE	Date
START PRELIMINARY PLANS	08/17/2022
START WORKING DRAWINGS	9/15/2022
COMPLETE WORKING DRAWINGS	10/1/2022
DSA FINAL APPROVAL	11/15/2022
ADVERTISE BID FOR CONSTRUCTION	12/1/2022
AWARD CONSTRUCTION CONTRACT	1/15/2023
ADVERTISE BID FOR EQUIPMENT	1/15/2023
COMPLETE PROJECT	8/1/2023

Services rendered by the LPA shall consist of:

1. Provide working drawings and specifications for assigned public works construction projects.
2. Clearly indicate on the plans and in the specifications the specific contractor license classification required to perform the work in compliance with the State Contractor's License Board.
3. Before commencing design, field verify existing conditions related to the existing facilities and at the proposed site; field verify the accuracy of any as-built documentation obtained, and utilize this information in the preparation of the design documents
4. Process all matters relating to the project through a single point of contact - the Project Manager.
5. Consult with authorized employees, agents, and representatives of RCCD and other agencies having jurisdiction relative to the design and construction of the Project.
6. Cooperate with other District consultants.
7. Provide recommendation to the Project Manager regarding proposed location soil borings and/ or excavation.
8. Provide design services to complete the proposed concept and provide construction documents including specifications specific to the project.
9. The firm will be required to submit the project to the approving DSA agency and work with the agency in resolving plan issues related to the approval of the construction documents.
10. Assist with the bidding process including responding to questions that may arise from contractors bidding on a project, the development of addendums, and analysis of the bid tabulation.
11. Responsible for working with DSA in the closeout of a project and obtain project certification.
12. At the completion of a project, provide an updated set of as-built drawings to the District & DSA.
13. The design of the project shall meet all relevant requirements of the applicable jurisdictions, codes, and regulations, such as those of the DSA, State Fire Marshall, local Fire Departments, Public Works Agencies, State of California Building Codes, Americans with Disabilities Act, and others, as required.



**PROPOSED COMPENSATION**

LPA proposes a Phased Fixed Fee as identified below. LPA’s fees are based on 5.1% of a project construction budget of \$5,900,000 and LPA assumes that design fees will be adjusted at 5.1% of any scope change or increase approved by the district and agreed upon by LPA. All fees will be billed monthly as work is completed up to phase limits. LPA welcomes an opportunity to discuss and negotiate the proposed services, consultants, and associated fees to appropriately align with a more detailed understanding of the project requirements and the District’s expectations.

PROJECT PHASE MILESTONE	FEE %	FEE
START PRELIMINARY PLANS	10%	\$30,000
START WORKING DRAWINGS	20%	\$60,000
COMPLETE WORKING DRAWINGS	25%	\$75,000
DSA FINAL APPROVAL	5%	\$15,000
BID FOR CONSTRUCTION	5%	\$15,000
CONSTRUCTION CONTRACT ADMINISTRATION (1 site visit per month)	30%	\$90,000
COMPLETE & CLOSE OUT PROJECT	5%	\$15,000
<b>TOTAL SERVICES FEE</b>	<b>100%</b>	<b>\$300,000</b>
District Scope Allowance		\$20,000
Estimated Reimbursable Expenses (1% of Fee)	1%	\$3,000
<b>TOTAL SERVICES FEE PLUS EXPENSES</b>		<b>\$323,000</b>

The fees identified above are inclusive of the services listed below.

<u>Planning</u>	<u>LPA</u>
<u>Landscape Architecture</u>	<u>LPA</u>
<u>Civil Engineering</u>	<u>LPA</u>

**LPA BASIC HOURLY RATE SCHEDULE**

Role	Rate
Principal	\$280.00
Discipline Director	\$260.00
Project Director	\$250.00
Project Leader	\$200.00
Design Coordinator II	\$170.00
Design Coordinator I	\$145.00
Designer III	\$135.00



Designer II	\$120.00
Designer I	\$110.00
Intern	\$75.00
Support Roles	
Director	\$240.00
Manager	\$165.00
Senior Specialist	\$125.00
Specialist III	\$105.00
Specialist II	\$95.00
Specialist I	\$85.00

NOTE: These rates become effective February 26, 2022 and are subject to change annually.