CITIZENS' BOND OVERSIGHT COMMITTEE
DISTRICT OFFICE, CONFERENCE ROOM 309
3801 MARKET STREET, RIVERSIDE, CALIFORNIA 92501
OCTOBER 8, 2026 - 3PM

ORDER OF BUSINESS

PLEDGE OF ALLEGIANCE

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

SUBMISSION OF PUBLIC COMMENTS

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

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

I. CALL TO ORDER

II. COMMENTS FROM THE PUBLIC

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

III. PROPOSITION 39 - MEASURE CC - AUDIT UPDATE FROM EIDE BAILLY LLP

a. Proposition 39 Audit Report
Information Only

b. Proposition 39 Governance Letter
Information Only

IV. **AUDIT - REQUEST FOR PROPOSAL (RFP 2027-2031)**

a. Request for Qualifications and Proposal for Audit Services
Information Only

V. **APPROVAL OF MINUTES**

a. Minutes from July 9, 2026
Recommended Action: Approval

VI. **MEASURE CC FINANCIAL UPDATE**

a. Measure CC - Project Commitments Summary Report as of September 23, 2026
Information Only

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

a. Board Reports Using Measure C/CC Funding as of August 18, 2026
Information Only

b. Measure CC Project Summary Status Updates as of October 8, 2026
Information Only

VIII. **BUSINESS FROM COMMITTEE MEMBERS**

a. 2025-26 CBOC Annual Report
Information Only

b. Other Business
Discussion Only

IX. **ADJOURN**

Draft 10/02/2026 (DR)

Financial and Performance Audits
General Obligation Bond Construction Fund (Measure CC)
June 30, 2026

Riverside Community College District

DRAFT

Draft 10/02/2026 (DR)

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Draft 10/02/2026 (DR)

Financial Audit
General Obligation Bond Construction Fund (Measure CC)
June 30, 2026

Riverside Community College District

DRAFT

Draft 10/02/2026 (DR)

Independent Auditor's Report

To the Board of Trustees and Citizens' Bond Oversight Committee (CBOC)
Riverside Community College District
Riverside, California

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the General Obligation Bond Construction Fund (Measure CC) of Riverside Community College District (the District), as of and for the year ended June 30, 2026, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the General Obligation Bond Construction Fund (Measure CC) of Riverside Community College District, as of June 30, 2026, and the change in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the General Obligation Bond Construction Fund (Measure CC), and do not purport to, and do not, present fairly the financial position of the District, as of June 30, 2026, or the change in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

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Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated _____, 2026 on our consideration of the General Obligation Bond Construction Fund (Measure CC) of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the General Obligation Bond Construction Fund (Measure CC) of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the General Obligation Bond Construction Fund (Measure CC) of the District's internal control over financial reporting and compliance.

Ontario, California
[REPORT DATE]

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Draft 10/02/2026 (DR)

Riverside Community College District
General Obligation Bond Construction Fund (Measure CC)
Balance Sheet
June 30, 2026

Assets	
Investments	$ 183,577,822
Accounts receivable	1,781,430
Total assets	$ 185,359,252
Liabilities and Fund Balance	
Liabilities	
Accounts payable	$ 1,799,840
Due to other funds	437
Total liabilities	1,800,277
Fund Balance	
Restricted for capital projects	183,558,975
Total liabilities and fund balance	$ 185,359,252

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Draft 10/02/2026 (DR)

Riverside Community College District
General Obligation Bond Construction Fund (Measure CC)
Statement of Revenues, Expenditures, and Changes in Fund Balance
Year Ended June 30, 2026

Revenues	
Interest income	$ 7,313,390
Change in fair market value of investments	(426,627)
Total revenues	6,886,763
Expenditures	
Salaries and benefits	517,311
Supplies, services and other expenditures	892,056
Capital outlay	7,364,775
Total expenditures	8,774,142
Net Change in Fund Balance	(1,887,379)
Fund Balance, Beginning	185,446,354
Fund Balance, Ending	$ 183,558,975

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Draft 10/02/2026 (DR)

Note 1 - Summary of Significant Accounting Policies

The accounting policies of Riverside Community College District's (the District) General Obligation Bond Construction Fund (Measure CC) conforms to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB). The District's General Obligation Bond Construction Fund (Measure CC) accounts for the financial transactions in accordance with the policies and procedures of the California Community Colleges *Budget and Accounting Manual*.

Financial Reporting Entity

The financial statements include only the General Obligation Bond Construction Fund (Measure CC) Projects. This Fund was established to account for the receipt of proceeds and expenditures of general obligation bonds issued under Measure CC. These financial statements are not intended to present fairly the financial position and the change in financial position of the District in accordance with accounting principles generally accepted in the United States of America.

Fund Accounting

The operations of the General Obligation Bond Construction Fund (Measure CC) are accounted for in a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Resources are allocated to and accounted for in the fund based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

Basis of Accounting

The General Obligation Bond Construction Fund is accounted for using a flow of current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. The statement of revenues, expenditures, and changes in fund balance reports on the sources (revenues and other financing sources) and uses (expenditures and other financing uses) of current financial resources.

Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for all governmental funds. The District's governing board adopts an operating budget in accordance with State law. A public hearing must be conducted to receive comments prior to adoption. The District's governing board satisfied these requirements. The Board revises this budget during the year to give consideration to unanticipated revenues and expenditures primarily resulting from events unknown at the time of budget adoption. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

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Draft 10/02/2026 (DR)

Encumbrances

The District utilizes an encumbrance accounting system under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation. Encumbrances are liquidated when the commitments are paid and all outstanding encumbrances lapse at June 30.

Fund Balance – General Obligation Bond Construction Fund (Measure CC)

As of June 30, 2026, the fund balance is classified as follows:

Restricted - amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation, or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates, and those differences could be material.

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Note 2 - Investments

Policies and Practices

The District is authorized under California *Government Code* to make direct investments in local agency bonds, notes, or warrants within the State; U.S. Treasury instruments; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security; and collateralized mortgage obligations.

Investment in County Treasury

In accordance with the *Budget and Accounting Manual*, the District maintains substantially all of its cash in the County Treasury as part of the common investment pool. The District is considered to be an involuntary participant in an external investment pool. The fair value of the District's investment in the pool is reported in the financial statements at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio).

Draft 10/02/2026 (DR)

The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis. The District's investment in the County Treasury is measured at fair value on a recurring basis which is determined by the fair value per share of the underlying portfolio determined by the program sponsor. Positions in the investment pool are not required to be categorized within the fair market hierarchy.

General Authorizations

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

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Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value is to changes in market interest rates. The District manages its exposure to interest rate risk by investing in the Riverside County Treasury Investment Pool. The District maintains a General Obligation Bond Construction Fund (Measure CC) investment of $183,577,822 with the Riverside County Treasury Investment Pool, with an average maturity of 493 days.

Draft 10/02/2026 (DR)

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The District's investment in the Riverside County Treasury Investment Pool is rated Aa-bf by Moody's Investor Service and AAAf/S1 by Fitch Ratings.

Note 3 - Accounts Receivable

Accounts receivable at June 30, 2026, in the amount of $1,781,430 represents interest earnings that have yet to be received. All amounts have been determined by management to be fully collectible.

Note 4 - Interfund Transactions

Interfund Receivables/Payables (Due To/Due From)

At June 30, 2026, the balance of $437 is due to the General Fund from the General Obligation Construction Fund (Measure CC) for payroll related expenditures.

Note 5 - Accounts Payable

Accounts payable at June 30, 2026, represents amounts owed to vendors for both ongoing and completed constructions projects in the amount of $1,799,840.

Note 6 - Commitments and Contingencies

Construction Commitments

As of June 30, 2026, the General Obligation Bond Construction Fund (Measure CC) had approximately $37.4 million in commitments with respect to unfinished capital projects.

Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the District's General Obligation Bond Construction Fund (Measure CC) at June 30, 2026.

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Draft 10/02/2026 (DR)

Independent Auditor's Report
General Obligation Bond Construction Fund (Measure CC)
June 30, 2026

Riverside Community College District

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Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Board of Trustees and Citizens' Bond Oversight Committee (CBOC)
Riverside Community College District
Riverside, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the General Obligation Bond Construction Fund (Measure CC) of Riverside Community College District (the District), as of and for the year ended June 30, 2026, and the related notes to the financial statements, and have issued our report thereon dated [REPORT DATE}.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the General Obligation Bond Construction Fund (Measure CC), and do not purport to, and do not, present fairly the financial position of the District, as of June 30, 2026, or the change in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District's General Obligation Bond Construction Fund (Measure CC) financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified a certain deficiency in internal control, described in the accompanying Schedule of Findings and Responses as item 2026-001 that we consider to be a material weakness.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's General Obligation Bond Construction Fund (Measure CC) of the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

District's Response to the Finding

Government Auditing Standards requires the auditor to perform limited procedures on the District's response to the finding identified in our audit and described in the accompanying Schedule of Findings and Responses. The District's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

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Ontario, California
[REPORT DATE]

Draft 10/02/2026 (DR)

The following finding represents a material weakness in internal control over financial reporting that is required to be reported in accordance with *Government Auditing Standards*.

2026-001 Financial Reporting and Closing Process

Criteria
The accounting system used to record the fiscal activities of any community college district shall be in accordance with the definitions, instructions, and procedures published in the California Community Colleges Chancellors Office *Budget and Accounting Manual* (BAM). Community Colleges are also required to present their financial statements in accordance with generally accepted accounting principles (GAAP).

Condition
Material Weakness in Internal Control Over Financial Reporting – During the course of the audit, an audit adjustment was identified when reviewing the District's accounts payable balances. Management elected to post the audit adjustment to ensure accurate financial reporting for the year ended June 30, 2026.

Context
An audit adjustment was posted to ensure that the financial statements were fairly stated for the year ended June 30, 2026.

Cause
The internal controls in place during the closing process, including the review of year-end reconciliations, were not sufficient to ensure accurate reporting of balances in the financial statements.

Effect
The effect of the condition identified is an overstatement of accounts payable of $1,503,728.

Repeat Finding (Yes or No)
No.

Recommendation
The District should improve procedures over the financial closing process, to ensure that accounts are reconciled and reviewed for accurate financial reporting.

Views of Responsible Officials and Corrective Action Plan
[INSERT]

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Draft 10/02/2026 (DR)

There were no audit findings reported in the prior year's Schedule of Findings and Responses.

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Draft 10/02/2026 (DR)

Performance Audit
General Obligation Bond Construction Fund (Measure CC)
June 30, 2026

Riverside Community College District

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Draft 10/02/2026 (DR)

Independent Auditor's Report on Performance

To the Board of Trustees and Citizens' Bond Oversight Committee (CBOC)
Riverside Community College District
Riverside, California

We were engaged to conduct a performance audit of the General Obligation Bond Construction Fund (Measure CC) of Riverside Community College District (the District) for the year ended June 30, 2026.

We conducted this performance audit in accordance with generally accepted government auditing standards issued by the Comptroller General of the United States (*Government Auditing Standards*). Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Audit Authority/Purpose

The general obligation bonds associated with Measure CC were issued pursuant to the Constitution and laws of the State of California (the State), including the provisions of Chapters 1 and 1.5 of Part 10 of the California *Education Code*, and other applicable provisions of law.

The District received authorization from an election held on November 5, 2024, to issue bonds of the District in an aggregate principal amount not to exceed $954,000,000 to provide funds to improve, construct, and equip facilities and security at the Moreno Valley, Norco, and Riverside campuses. The Measure required approval by at least 55% of the votes cast by eligible voters within the District.

Purpose

The net proceeds of the Bonds issued under the 2024 Authorization will be used for the purposes specified in the District bond proposition submitted at the Election, which include the purposes of improving access to affordable education and to upgrade safety and security in the District by helping to finance construction of property and District facilities.

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Draft 10/02/2026 (DR)

Authority

On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by the District, "for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of rental property for school facilities", upon approval by 55% of the electorate. In addition to reduction of the approval threshold from two-thirds to 55%, Proposition 39 and the enacting legislation (AB 1908 and AB 2659) requires the following accountability measures as codified in *Education Code* Sections 15278-15282:

1. Requires that the proceeds from the sale of the bonds be used only for the purposes specified in Article XIIIA, Section 1(b)(3)(C) of the California Constitution, and not for any other purpose, including teacher and administrator salaries and other District operating expenses.

2. The District must list the specific facilities projects to be funded in the ballot measure and must certify that the governing board has evaluated safety and information technology needs in developing the project list.

3. Requires the District to appoint a Citizens' Bond Oversight Committee (CBOC).

4. Requires the District to conduct an annual independent financial audit and performance audit in accordance with the *Government Auditing Standards* issued by the Comptroller General of the United States of the bond proceeds until after all of the proceeds have been expended.

5. Requires the District to conduct an annual independent performance audit to ensure that the funds have been expended only on the specific projects listed.

Objectives of the Audit

Our audit was limited to the objectives listed below which includes determining compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIIIA, Section 1(b)(3)(C) of the California Constitution. Management is responsible for the District's compliance with those requirements.

1. Determine whether expenditures charged to the General Obligation Bond Construction Fund (Measure CC) have been made in accordance with the bond project list approved by the voters through the approval of the Measure CC.

2. Determine whether salary transactions, if any, charged to the General Obligation Bond Construction Fund (Measure CC) were in support of Measure CC and not for District general administration or operations.

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Draft 10/02/2026 (DR)

Scope of the Audit

The scope of our performance audit covered the period of July 1, 2025 to June 30, 2026. The population of expenditures tested included all object and project codes associated with the bond projects. The propriety of expenditures for capital projects and maintenance projects funded through other State or local funding sources, other than proceeds of the bonds, were not included within the scope of the audit. Expenditures incurred subsequent to June 30, 2026, were not reviewed or included within the scope of our audit or in this report.

In planning and performing our performance audit, we obtained an understanding of the District's internal control in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39 and outlined in Article XIIIA, Section 1(b)(3)(C) of the California Constitution but not for the purpose of expressing an opinion of the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

Methodology

We obtained the general ledger and the project expenditure reports prepared by the District for the fiscal year ended June 30, 2026, for the General Obligation Bond Construction Fund (Measure CC). Within the fiscal year audited, we obtained the actual invoices, purchase orders, and other supporting documentation for a sample of expenditures to ensure compliance with the requirements of Article XIIIA, Section 1(b)(3)(C) of the California Constitution and Measure CC as to the approved bond projects list. We performed the following procedures:

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1. We identified expenditures and projects charged to the general obligation bond proceeds by obtaining the general ledger and project listing.

2. We selected a sample of expenditures using the following criteria:
    a) We considered all expenditures recorded in all object codes.
    b) We considered all expenditures recorded in all projects that were funded from July 1, 2025 through June 30, 2026 from Measure CC bond proceeds.
    c) We selected all expenditures that were individually significant expenditures. Individually significant expenditures were identified based on our assessment of materiality.
    d) For all items below the individually significant threshold identified in item 2c, judgmentally selected expenditures based on risk assessment and consideration of coverage of all object codes, including transfers out, and projects for period starting July 1, 2025 and ending June 30, 2026.

3. Our sample included transactions totaling $3,761,105. This represents 43% of the total expenditures of $8,774,142.

4. We reviewed the actual invoices and other supporting documentation to determine that:
    a) Expenditures were supported by invoices with evidence of proper approval and documentation of receipting goods or services.
    b) Expenditures were supported by proper bid documentation, as applicable.
    c) Expenditures were expended in accordance with voter-approved bond project list.
    d) Bond proceeds were not used for salaries of administrators or other operating expenses of the District.

Draft 10/02/2026 (DR)

5. We determined that the District has met the compliance requirement of Measure CC if the following conditions were met:
    a) Supporting documents for expenditures were aligned with the voter-approved bond project list.
    b) Expenditures were not used for salaries of administrators or other operating expenses of the District.

The results of our tests indicated that the District expended General Obligation Bond Construction Fund (Measure CC) funds only for the specific projects approved by the voters, in accordance with Proposition 39 and outlined in Article XIIIA, Section 1 (b)(3)(C) of the California Constitution.

Audit Results

The results of our tests indicated that, in all material respects, Riverside Community College District has properly accounted for the expenditures held in the General Obligation Bond Construction Fund (Measure CC) and that such expenditures were made for authorized Bond projects. Further, it was noted that funds held in the General Obligation Bond Construction Fund (Measure CC) and expended by the District were used for salaries only to the extent they perform administrative oversight work on construction projects as allowable per Opinion 04-110 issued on November 9, 2004 by the State of California Attorney General.

This report is intended solely for the information and use of the District, Board of Trustees, and the Citizens' Bond Oversight Committee, and is not intended to be and should not be used by anyone other than these specified parties.

DRAFT

Ontario, CA
[REPORT DATE]

Draft 10/02/2026 (DR)

None reported.

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Draft 10/02/2026 (DR)

Unaudited Other Information
General Obligation Bond Construction Fund (Measure CC)
June 30, 2026

Riverside Community College District

DRAFT

Draft 10/02/2026 (DR)

The District has identified the following projects to be funded with proceeds from the general obligation bonds. The District incurred total expenditures of $31,536,666 through June 30, 2026 for these projects. Capital outlay and other financing uses were as follows:

	Budget	Total Project Costs through June 30, 2025	Actual Costs for FY 25-26	Total Project Costs through June 30, 2026
Capital Outlay				
Riverside City College				
Cosmetology Building - Riverside	$ 37,332,036	$ -	$ 598,757	$ 598,757
2nd Effects - Cosmetology	8,000,000	-	-	-
Advanced Technology - Riverside	132,272,220	-	-	-
Central Plant Infrastructure/Equipment	21,000,000	-	-	-
2nd Effects - Advanced Technology	20,000,000	-	51,348	51,348
Norco College				
Library Learning Resource Center - Norco	65,419,718	-	121,085	121,085
2nd Effects - Library Learning Resource Center	15,818,132	-	236,661	236,661
Center for Human Performance & Kinesiology - Norco	22,766,000	78,000	628,318	706,318
2nd Effects - Center for Human Performance & Kinesiology	4,500,000	213,875	2,549,421	2,763,296
Moreno Valley College				
Library Learning Resource Center - Moreno Valley	70,667,059	-	1,230,966	1,230,966
Biological & Physical Science & STEM Expansion - Moreno Valley	39,146,987	-	-	-
STEM Expansion Phase II	46,914,362		-	-
Reconstruction of Existing Library to Performing Arts/Physical - MVC	26,500,000	-	24,550	24,550
Athletic Field & Parking Lot Improvements	26,687,605	-	-	-
Mechanical Plant 2 Expansion	13,763,364	-	-	-
IETTC - Inland Empire Technical Trade Center				
Inland Empire Technical Trade Center - Jurupa Valley	180,000,000	-	246,461	246,461
Corona Education Center	160,000,000	20,874,399	1,029,564	21,903,963
BCTC - Ben Clark Training Center				
Ben Clark Training Center Phase 2A	32,337,133	-	386,483	386,483
Central Services				
Long Term Capital Facilities Infrastructure Program	5,000,000	-	336,542	336,542
Feasibility / Planning / Staffing	12,000,000	-	1,345,167	1,345,167
Program Contingency	12,290,315	-	-	-
Total capital outlay	952,414,931	21,166,274	8,785,323	29,951,597
Other Financing Uses				
Costs of issuance	1,585,069	1,596,250	(11,181)	1,585,069
Total other financing uses	1,585,069	1,596,250	(11,181)	1,585,069
Total capital outlay and other financing uses	$ 954,000,000	$ 22,762,524	$ 8,774,142	$ 31,536,666

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Draft 10/02/2026 (DR)

Date

To the Board of Trustees and Citizens' Bond Oversight Committee
Riverside Community College District
Riverside, California

We have audited the financial statements of Riverside Community College District's (the District) General Obligation Bond Construction Fund (Measure CC) as of and for the year ended June 30, 2026, and have issued our report thereon dated XXXXX, 2026. We have also performed the performance audit of the District's General Obligation Bond Construction Fund (Measure CC). Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit of the District's General Obligation Bond Construction Fund (Measure CC) under Generally Accepted Auditing Standards and *Government Auditing Standards* and the Performance Audit under *Government Auditing Standards*

As communicated in our letter dated XXXXX, 2026, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Additionally, our responsibility, as described by professional standards, is to conduct a performance audit in accordance with *Government Auditing Standards*. Our audit of the financial statements and performance audit do not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the District solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding internal controls during our audit in our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated XXXXX, 2026.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

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Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, and our firm have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the District's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the District is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application related to the General Obligation Bond Construction Fund (Measure CC) during the year ended June 30, 2026. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Accounting Estimates and Related Disclosures

Accounting estimates and related disclosures are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. No such significant accounting estimates were identified.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. There were no financial statement disclosures that we consider to be particularly sensitive or involve significant judgement.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit. There were no uncorrected misstatements identified as a result of our audit procedures.

The following misstatements that we identified as a result of our audit procedures were brought to the attention of, and corrected by, management:

Overstatement of accounts payable	$1,503,728

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Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the District's General Obligation Bond Construction Fund (Measure CC) financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. We have made the following modification to our auditor's report:

> ***Emphasis of Matter***
>
> As discussed in Note 1, the financial statements present only the General Obligations Bond Construction Fund (Measure CC), and do not purport to, and do not, present fairly the financial position of the District, as of June 30, 2026, or the change in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Representations Requested from Management

We have requested certain written representations from management which are included in the management representation letter dated XXXXX, 2026.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the District, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating conditions affecting the District, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the District's auditors.

This report is intended solely for the information and use of the Board of Trustees, Citizens' Bond Oversight Committee, and management of the District and is not intended to be, and should not be, used by anyone other than these specified parties.

Ontario, California

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CITIZENS' BOND OVERSIGHT COMMITTEE
DISTRICT OFFICE, CONFERENCE ROOM 309
3801 MARKET STREET, RIVERSIDE, CALIFORNIA 92501
JULY 9, 2026 - 3PM

COMMITTEE MEMBERS PRESENT

Don Kindred
Jordan Wright
Michael Vahl
Monica Delgadillo, Vice Chair
Patricia Reynolds, Chair
Sheryl Plumley

DISTRICT EMPLOYEES PRESENT

Star Rivera-Lacey, Deputy Chancellor and Provost
Aaron Brown, Vice Chancellor (VC), Business & Financial Services
Rebeccah Goldware, VC, Institutional Advancement & Economic Development
Hussain Agah, Associate Vice Chancellor (AVC), Facilities Planning & Development
Misty Griffin, Director, Business Services
Mark Knight, Information Architect (Participated Virtually)
Renee Vigil, Executive Administrative Assistant (Participated Virtually)

CALL TO ORDER

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

PUBLIC COMMENTS

No public comments were received.

APPROVAL OF MINUTES FROM APRIL 9, 2026

Member Plumley inquired about adding questions and answers to the minutes in the future for easier reference. Member Wright joined the meeting at 3:01pm. Minutes motioned by vice chair Delgadillo and seconded by member Vahl (6 ayes).

MEASURE CC FINANCIAL UPDATE - PROJECT COMMITMENTS SUMMARY REPORT AS OF JUNE 30, 2026

Director Griffin presented the changes from the last quarter was due to the amount of cash on hand which went down approximately $710K due to several projects that kicked off. The project commitments post-projects went up about $21M. There we no changes in the non-Measure CC or other funding column.

MEASURE C/CC PROJECTS UPDATE - BOARD REPORTS USING MEASURE C/CC FUNDING AS OF JUNE 30, 2026

AVC Agah provided an update about the reports that went before the Board of Trustees. The eight reports were: (1) Consulting Services Agreement with 19Six Architects for the District Standards and Campus Design Guidelines; (2) Riverside City College (RCC) Life Science and Physical Science Reconstruction Project for Business Education and Computer Information System; (3) Architectural Services Agreement Amendment No. 2 with DLR Group for the Norco College (NC) Center for Human Performance & Kinesiology Project; (4) Architectural Services Agreement Amendment No. 1 with HMC Architects for the Ben Clark Training Center (BCTC),

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Education Building 2A Project; (5) Moreno Valley College (MVC) Student Services Renovation Project; (6) RCC TSS Relocation to Former Financial Services Building Project; (7) Professional Services Agreement Amendment No. 2 with ALMA Strategies for Capital Outlay Planning Services; and (8) Architectural Services Agreement with HED for the Advanced Technology Project at RCC.

MEASURE CC PROJECT SUMMARY STATUS UPDATES AS OF JULY 9, 2026

AVC Agah presented the Project Summary Status updates. The Measure CC projects at MVC include: (1) Library Learning Resource Center (LLRC) and (2) BCTC - Education Building 2-A. The Measure CC projects at NC include: (1) Center for Human Performance & Kinesiology; (2) LLRC & Student Services; and (3) Corona Education Center. The Measure CC projects at RCC include: (1) Cosmetology; (2) Applied Technology (ATEC) & ATEC Secondary Effect; and (3) Inland Empire Technical Trade Center.

BUSINESS FROM COMMITTEE MEMBERS

The 2025-26 CBOC Annual Report draft was shared with the CBOC. VC Goldware shared this report will go before the CBOC at the next meeting as a final review. VC Brown shared that the BFS team can share rendering images for the report and the Graphics team will reach out to BFS for these photos. No business from committee members discussed.

ADJOURN

The meeting adjourned at 3:32pm.

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Riverside Community College District
Measure CC - Project Commitments Summary
Series 2025 A
as of September 23, 2026

Measure CC Authorization		
Voter Approved Measure CC Authorization - February 2025		$ 954,000,000
Issuances Series 2025 A		(205,000,000)
Remaining Measure CC Authorization		$ 749,000,000
Measure CC - Cash on Hand		$ 183,563,910
Proceeds/Income		
Issuance Proceeds		
Series 2025 A		$ 205,000,000
Interest Income		
through FY 2025-2026		10,058,933
Fair Market Value of Investments		
through FY 2025-2026		36,708
Total Proceeds/Income		$ 215,095,641
Project Commitments / Proposed Projects		
Completed Projects	$ -	
In-Progress Projects	703,376,116	
Program Contingency	12,290,315	
Five Year Capital Construction Plan	238,333,569	
Total Project Commitments		954,000,000
FY 2026-2027 Contingency Account		$ (738,904,359)

Riverside Community College District
Measure CC - Project Commitments Summary
as of September 23, 2026

Project	Project Funding Source					
	Current Board Approved Measure CC Project Budget	Estimated Additional Measure CC Budget Requirements	Total Estimated Measure CC Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure CC Expenditures thru 09/23/26
Riverside City College			**$ 218,604,256**			
Completed						
	$ -	$ -	$ -	$ -	$ -	$ -
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
Total Riverside City College Completed Projects	$ -	$ -	$ -	$ -	$ -	$ -
In-Progress or Initial Phase						
Cosmetology Building	$ 37,332,036	$ -	$ 37,332,036	$ 19,857,000	$ 57,189,036	$ 667,771
Cosmetology Building - 2nd Effects	8,000,000	-	8,000,000	-	8,000,000	-
Advanced Technology - 2nd Effects	21,000,000	-	21,000,000	-	21,000,000	61,685
	-	-	-	-	-	-
	-	-	-	-	-	-
Total Riverside City College In-Progress or Initial Phase Projects	$ 66,332,036	$ -	$ 66,332,036	$ 19,857,000	$ 86,189,036	$ 729,456
Total All Riverside City College Projects	$ 66,332,036	$ -	$ 66,332,036	$ 19,857,000	$ 86,189,036	$ 729,456
Five Year Capital Construction Plan						
Advanced Technology	$ 132,272,220	$ -	$ 132,272,220	$ 71,733,000	$ 204,005,220	
ATEC Central Plant Infrastructure	20,000,000	-	20,000,000	-	20,000,000	
Total Riverside City College 5 Yr Capital Construction Plan	$ 152,272,220	$ -	$ 152,272,220	$ 71,733,000	$ 224,005,220	
Total Remaining Riverside City College Amount			**$ -**			

Riverside Community College District
Measure CC - Project Commitments Summary
as of September 23, 2026

Project	Project Funding Source					
	Current Board Approved Measure CC Project Budget	Estimated Additional Measure CC Budget Requirements	Total Estimated Measure CC Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure CC Expenditures thru 09/23/26
Inland Empire Technical Trade Center			**$ 180,000,000**			
Completed						
	$ -	$ -	$ -	$ -	$ -	$ -
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
Total IETTC Completed Projects	$ -	$ -	$ -	$ -	$ -	$ -
In-Progress or Initial Phase						
Inland Empire Technical Trade Center	$ 180,000,000	$ -	$ 180,000,000	$ 35,486,881	$ 215,486,881	$ 266,686
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
Total IETTC In-Progress or Initial Phase Projects	$ 180,000,000	$ -	$ 180,000,000	$ 35,486,881	$ 215,486,881	$ 266,686
Total All IETTC Projects	$ 180,000,000	$ -	$ 180,000,000	$ 35,486,881	$ 215,486,881	$ 266,686
Five Year Capital Construction Plan						
	$ -	$ -	$ -	$ -	$ -	
Total IETTC 5 Yr Capital Construction Plan	$ -	$ -	$ -	$ -	$ -	
Total Remaining IETTC Amount			**$ -**			

Riverside Community College District
Measure CC - Project Commitments Summary
as of September 23, 2026

Project	Project Funding Source					
	Current Board Approved Measure CC Project Budget	Estimated Additional Measure CC Budget Requirements	Total Estimated Measure CC Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure CC Expenditures thru 09/23/26
Norco College			$ 108,503,850			
Completed						
	$ -	$ -	$ -	$ -	$ -	$ -
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
Total Norco Completed Projects	$ -	$ -	$ -	$ -	$ -	$ -
In-Progress or Initial Phase						
Building F2 Chiller Plant Upgrade	$ 4,500,000	$ -	$ 4,500,000	$ -	$ 4,500,000	$ 2,897,321
Center for Human Performance & Kinesiology	22,766,000	-	22,766,000	31,257,000	54,023,000	724,678
Library Learning Resource Center	65,419,718	-	65,419,718	33,759,000	99,178,718	131,386
Library Learning Resource Center - 2nd Effects	6,669,279	-	6,669,279	-	6,669,279	1,793,922
LLRC - 2nd Effects - Central Plant & Infrastructure	9,148,853	-	9,148,853	-	9,148,853	-
	-	-	-	-	-	-
	-	-	-	-	-	-
Total Norco College In-Progress or Initial Phase Projects	$ 108,503,850	$ -	$ 108,503,850	$ 65,016,000	$ 173,519,850	$ 5,547,307
Total All Norco College Projects	$ 108,503,850	$ -	$ 108,503,850	$ 65,016,000	$ 173,519,850	$ 5,547,307
Five Year Capital Construction Plan						
	$ -	$ -	$ -	$ -	$ -	
Total Norco College 5 Yr Capital Construction Plan	$ -	$ -	$ -	$ -	$ -	
Total Remaining Norco College Amount			$ -			

Riverside Community College District
Measure CC - Project Commitments Summary
as of September 23, 2026

Project	Project Funding Source					
	Current Board Approved Measure CC Project Budget	Estimated Additional Measure CC Budget Requirements	Total Estimated Measure CC Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure CC Expenditures thru 09/23/26
Corona Education Center			**$ 160,000,000**			
Completed						
	$ -	$ -	$ -	$ -	$ -	$ -
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
Total Corona Education Center Completed Projects	$ -	$ -	$ -	$ -	$ -	$ -
In-Progress or Initial Phase						
Corona Education Center	$ 160,000,000	$ -	$ 160,000,000	$ 630,825	$ 160,630,825	$ 21,917,067
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
Total Corona Education Center In-Progress or Initial Phase Projects	$ 160,000,000	$ -	$ 160,000,000	$ 630,825	$ 160,630,825	$ 21,917,067
Total All Corona Education Center Projects	$ 160,000,000	$ -	$ 160,000,000	$ 630,825	$ 160,630,825	$ 21,917,067
Five Year Capital Construction Plan						
	$ -	$ -	$ -	$ -	$ -	
Total Corona Education Center 5 Yr Capital Construction Plan	$ -	$ -	$ -	$ -	$ -	
Total Remaining Corona Education Center Amount			**$ -**			

Riverside Community College District
Measure CC - Project Commitments Summary
as of September 23, 2026

Project	Project Funding Source					
	Current Board Approved Measure CC Project Budget	Estimated Additional Measure CC Budget Requirements	Total Estimated Measure CC Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure CC Expenditures thru 09/23/26
Moreno Valley College			**$ 223,679,377**			
Completed						
	$ -	$ -	$ -	$ -	$ -	$ -
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
Total Moreno Valley College Completed Projects	$ -	$ -	$ -	$ -	$ -	$ -
In-Progress or Initial Phase						
Library Learning Resource Center	$ 70,667,059	$ -	$ 70,667,059	$ 43,662,000	$ 114,329,059	$ 1,231,330
Library Learning Resource Center - 2nd Effects	-	-	-	-	-	-
Reconstruction of Existing Library to Performing Arts	26,500,000	-	26,500,000	-	26,500,000	24,550
Mechanical Plant 2 Expansion	13,763,364	-	13,763,364	-	13,763,364	-
Athletic Field & Parking Lot Improvements	26,687,605	-	26,687,605	-	26,687,605	-
	-	-	-	-	-	-
	-	-	-	-	-	-
Total Moreno Valley College In-Progress or Initial Phase Projects	$ 137,618,028	$ -	$ 137,618,028	$ 43,662,000	$ 181,280,028	$ 1,255,880
Total All Moreno Valley College Projects	$ 137,618,028	$ -	$ 137,618,028	$ 43,662,000	$ 181,280,028	$ 1,255,880
Five Year Capital Construction Plan						
STEM Expansion	$ 39,146,987	$ -	$ 39,146,987	$ -	$ 39,146,987	
STEM FPP	46,914,362	-	46,914,362	25,385,000	72,299,362	
Total Moreno Valley College 5 Yr Capital Construction Plan	$ 86,061,349	$ -	$ 86,061,349	$ 25,385,000	$ 111,446,349	
Total Remaining Moreno Valley College Amount			**$ -**			

Riverside Community College District
Measure CC - Project Commitments Summary
as of September 23, 2026

Project	Project Funding Source					
	Current Board Approved Measure CC Project Budget	Estimated Additional Measure CC Budget Requirements	Total Estimated Measure CC Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure CC Expenditures thru 09/23/26
Ben Clark Training Center			$ 32,337,133			
Completed						
	$ -	$ -	$ -	$ -	$ -	$ -
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
Total Ben Clark Training Center Completed Projects	$ -	$ -	$ -	$ -	$ -	$ -
In-Progress or Initial Phase						
Ben Clark Training Center Phase 2A	$ 32,337,133	$ -	$ 32,337,133	$ 15,969,000	$ 48,306,133	$ 399,483
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
Total Ben Clark Training Center In-Progress or Initial Phase Projects	$ 32,337,133	$ -	$ 32,337,133	$ 15,969,000	$ 48,306,133	$ 399,483
Total All Ben Clark Training Center Projects	$ 32,337,133	$ -	$ 32,337,133	$ 15,969,000	$ 48,306,133	$ 399,483
Five Year Capital Construction Plan						
	$ -	$ -	$ -	$ -	$ -	
Total Ben Clark Training Center 5 Yr Capital Construction Plan	$ -	$ -	$ -	$ -	$ -	
Total Remaining Ben Clark Training Center Amount			$ -			

Riverside Community College District
Measure CC - Project Commitments Summary
as of September 23, 2026

Project	Project Funding Source					
	Current Board Approved Measure CC Project Budget	Estimated Additional Measure CC Budget Requirements	Total Estimated Measure CC Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure CC Expenditures thru 09/23/26
Central			$ 30,875,384			
Completed						
	$ -	$ -	$ -	$ -	$ -	$ -
	-	-	-	-	-	-
	-	-	-	-	-	-
Total Central Completed Projects	$ -	$ -	$ -	$ -	$ -	$ -
In-Progress or Initial Phase						
Bond Issuance	$ 1,585,069	$ -	$ 1,585,069	$ -	$ 1,585,069	$ 1,585,069
Capital Project Management System	330,300	-	330,300	-	330,300	$ 75,181
District Design Standards	519,900	-	519,900	-	519,900	$ 24,036
Utility Infrastructure	3,550,494	-	3,550,494	-	3,550,494	$ 237,325
Long Term Capital Facilities Infrastructure Program	599,306	-	599,306	-	599,306	$ -
Feasibility / Planning / Staffing	12,000,000	-	12,000,000	-	12,000,000	$ 1,439,347
Program Contingency	12,290,315	-	12,290,315	-	12,290,315	-
	-	-	-	-	-	-
Total Central In-Progress or Initial Phase Projects	$ 30,875,384	$ -	$ 30,875,384	$ -	$ 30,875,384	$ 3,360,959
Total All Central Projects	$ 30,875,384	$ -	$ 30,875,384	$ -	$ 30,875,384	$ 3,360,959
Five Year Capital Construction Plan						
	$ -	$ -	$ -	$ -	$ -	
Total Central 5 Yr Capital Construction Plan	$ -	$ -	$ -	$ -	$ -	
Total Remaining Central Amount			$ -			

Riverside Community College District
Measure CC - Project Commitments Summary
as of September 23, 2026

Project	Project Funding Source					
	Current Board Approved Measure CC Project Budget	Estimated Additional Measure CC Budget Requirements	Total Estimated Measure CC Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure CC Expenditures thru 09/23/26
Total Completed Projects All Sites	$ -	$ -	$ -	$ -	$ -	$ -
Total In-Progress or Initial Phase Projects All Sites	$ 715,666,431	$ -	$ 715,666,431	$ 180,621,706	$ 896,288,137	$ 33,476,837
Total Five Year Capital Construction Plan	$ 238,333,569	$ -	$ 238,333,569	$ 97,118,000	$ 335,451,569	
Total Projects All Sites	$ 954,000,000	$ -	$ 954,000,000	$ 277,739,706	$ 1,231,739,706	$ 33,476,837
Total Remaining Amounts			$ -			

Board of Trustees Regular Meeting (VIII.F)

Meeting	August 18, 2026
Agenda Item	Resources (VIII.F)
Subject	Resources Committee - Riverside City College Advanced Technology (ATEC) Project
College/District	Riverside City College
Funding	State Capital Outlay Funding and Measure CC
Recommended Action	Recommend approving the Advanced Technology Project, related Secondary Effects projects, and project budgets.

Background Narrative:

The Riverside City College Advanced Technology (ATEC) project will construct a new three-story building that offers improved, modernized, and expanded space equipped with upgraded technology and infrastructure to support the Auto Technology, Heating Ventilation and Air conditioning (HVAC), and Welding programs. The existing Automative Technology, Auto Tech Storage, Technology A, and Technology B buildings were constructed in 1976, 1978, 1933, and 1938, respectively. A lack of adequate space, resources, and modern infrastructure systems has limited the college's ability to meet student demand, expand access to the program, and support increased enrollment.

Riverside City College's Educational and Facilities Master Plans emphasizes key CTE priorities such as increasing space capacity, expanding study spaces, upgrading technology, consolidating related services, and improving building infrastructure, access and code compliance.

The new ATEC building will provide expanded laboratory environments, modernized instructional classrooms, upgraded faculty and student services offices, indoor and outdoor storage areas, and Guided Pathways engagement centers.

This project consolidates all programs currently housed in Automotive Technology, Auto Tech Storage, and Technology A, into a single facility that seamlessly connects the upper and lower campus. The building will be 93,570 assignable square feet (ASF), including:

*73,010 ASF - Laboratory space
*4,800 ASF - Classroom space
*4,340 ASF - Office space
*11,420 ASF - Support space

The ATEC building will be constructed on the combined footprint of several existing buildings and temporary structures, including:

*Technology Building B, which currently houses International Students, Printing and Graphics, District Marketing and Communications, and the College Network Operations Center.

*The former Financial Aid building and associated portables, which currently support the campus

Network Operation Center (NOC) District IT and TSS staff and operations.

*The Cesar Chavez Building.

*Maintenance & Operations (M&O) Grounds portables and storage areas.

*The District Police storage portable.

A comprehensive relocation plan has been developed and all relocations will be addressed as part of the ATEC Secondary Effects Relocation project, ensuring continuity of operations.

The ATEC project will become the largest educational facility on campus, totaling 134,000 gross square feet (GSF). Due to its scale and operational requirements, the project will require significant Central Plant infrastructure improvement to support the building and adjacent facilities.

It is requested that the Board of Trustees approve the following:

*The new ATEC project and budget in the total amount of $204,005,220, consisting of $71,733,000 in State allocation and $132,272,220 from Measure CC.

*The ATEC Secondary Effects Relocation project and budget in the total amount of $21,000,000 from Measure CC.

*The ATEC Central Plant & Infrastructure project and budget in the total amount of $20,000,000 from Measure CC.

Prepared By: Eric Bishop, President, Riverside City College
Elia Blount, Vice President, Business Services, Riverside City College
Aaron S. Brown, Vice Chancellor, Business and Financial Services
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development
Mehran Mohtasham, Director, Capital Planning, Facilities Planning & Development

Attachment(s):

RCC ATEC Project Budget Allocation & Breakdown
RCC ATEC Secondary Effect Relocation Budget Allocation & Breakdown
RCC ATEC Central Plant & Infrastructure Budget Allocation & Breakdown

COST ESTIMATE SUMMARY AND ANTICIPATED TIME SCHEDULE - JCAF 32

District: Riverside Community College District | **College:** Riverside City College | **CFIS Ref. #:** N/A

Project Name: ATEC Central Plan & Infrastructure project | **Date Prepared:** 7/8/2026 | **CCI:** N/A | **Budget Ref. #:** N/A

Request For: A ☑ P ☑ W ☑ C ☑ E ☑ DB ☐ | **EPI:** N/A | **Prepared by:** Midpoint

☐ Not Rounded ☑ Rounded — Escalate to Midpoint (FPD Only)

	Total Cost	State Funded	District Funded	
			State Supportable	Non State Supportable
0. Feasibility Studies & Pre-Planning	**$0**	**$0**	**$0**	**$0**
A. Feasibility and Pre-planning Costs	$0			
B. Other Costs	$0			
1. Site Acquisition **Acres:**	**$0**	**$0**	**$0**	**$0**
A. Acquisition	$0			
2. Preliminary Plans **Budget CCI:** N/A	**$537,147**	**$0**	**$0**	**$0**
A. Architectural Fees (for Preliminary Plans)	$323,250			
B. Project Management	$0			
C. Office of the State Architect, Plan Check fee	$213,897			
D. Preliminary Tests (Soils, hazardous materials)	$0			
E. Other Costs	$0			
3. Working Drawings **Budget CCI:** N/A	**$323,250**	**$0**	**$0**	**$0**
A. Architectural Fees (for Working Drawings)	$323,250			
B. Project Management (for Working Drawings)	$0			
C. Office of the State Architect, Plan Check fee	$0			
D. Community Colleges Plan Check fee	$0			
E. Other Costs (for Working Drawings)	$0			
(Total PW may not exceed 13% of construction)				
4. Construction **Budget CCI:** N/A	**$15,223,463**	**$0**	**$0**	**$0**
A. Utility Service	$0			
B. Site Development, Service	$0			
C. Site Development, General	$0			
D. Other Site Development	$0			
E. Reconstruction	$15,223,463			
F. New Construction *(bldg) (w/Group I equip)*	$0			
G. Board of Governor's Energy Policy Allowance (2% or 3%)	$0			
H. Other Costs	$0			
5. Contingency (Construction-Related Allowances & Fees)	**$2,047,708**	**$0**	**$0**	**$0**
6. Architectural and Engineering Oversight	**$323,250**	**$0**	**$0**	**$0**
7. Tests and Inspections	**$708,338**	**$0**	**$0**	**$0**
A. Tests	$300,000			
B. Inspections	$408,338			
8. Construction Management & Labor Compliance Program (if Justified)	**$380,140**	**$24,000**	**$6,000**	**$0**
A. Construction Management	$350,140			
B. Labor Compliance Program	$30,000			
9. Total Construction Costs *(items 4 through 8 above)*	**$18,682,899**	**$0**	**$0**	**$0**
10. Furniture and Group II Equipment **Budget EPI:** N/A	**$456,704**	**$0**	**$0**	**$0**
11. Total Project Cost *(items 1, 2, 3, 9, and 10)*	**$20,000,000**	**$0**	**$0**	**$0**

12. Project Data	**Outside Gross Square Feet**	**Assignable Square Feet**	**Ratio ASF/GSF**	**Unit Cost Per ASF**	**Unit Cost Per GSF**
Construction	-	-	-	-	-
Reconstruction	-	-	-	-	-

13. Anticipated Time Schedule			
Start Preliminary Plans	9/1/2026	**Advertise Bid for Construction**	3/1/2028
Start Working Drawings	11/1/2026	**Award Construction Contract**	6/1/2028
Complete Working Drawings	6/1/2027	**Advertise Bid for Equipment**	3/1/2028
DSA Final Approval	2/1/2028	**Complete Project**	1/31/2029

	State Funded	District Funded Supportable	District Funded Non Supportable	District Funded Total
Acquisition	$ -	$ -	$ -	$ -
Preliminary Plans	$ -	$ -	$ -	$ -
Working Drawings	$ -	$ -	$ -	$ -
Construction	$ -	$ -	$ -	$ -
Equipment	$ -	$ -	$ -	$ -
Total Costs	$ -	$ -	$ -	**$ -**
% of SS Costs	-	-	SS Total	**$ 20,000,000**

COST ESTIMATE SUMMARY AND ANTICIPATED TIME SCHEDULE - JCAF 32

District: Riverside Community College District | **College:** Riverside City College | **CFIS Ref. #:** N/A

Project Name: New ATEC Project | **Date Prepared:** 7/8/2026 | **CCI:** N/A | **Budget Ref. #:** N/A

Request For: A ☑ P ☑ W ☑ C ☑ E ☑ DB ☐ | **EPI:** N/A | **Prepared by:** Midpoint

☐ Not Rounded ☑ Rounded — Escalate to Midpoint (FPD Only)

	Total Cost	State Funded	District Funded	
			State Supportable	Non State Supportable
0. Feasibility Studies & Pre-Planning	**$0**	**$0**	**$0**	**$0**
A. Feasibility and Pre-planning Costs	$0			
B. Other Costs	$0			
1. Site Acquisition Acres:	**$0**	**$0**	**$0**	**$0**
A. Acquisition	$0			
2. Preliminary Plans Budget CCI: N/A	**$6,829,740**	**$2,356,000**	**$2,355,000**	**$2,118,740**
A. Architectural Fees (for Preliminary Plans)	$4,599,900			
B. Project Management	$1,643,310			
C. Office of the State Architect, Plan Check fee	$0			
D. Preliminary Tests (Soils, hazardous materials)	$278,730			
E. Other Costs	$307,800			
3. Working Drawings Budget CCI: N/A	**$6,900,420**	**$2,321,000**	**$2,322,000**	**$2,257,420**
A. Architectural Fees (for Working Drawings)	$5,256,540			
B. Project Management (for Working Drawings)	$0			
C. Office of the State Architect, Plan Check fee	$1,083,164			
D. Community Colleges Plan Check fee	$469,516			
E. Other Costs (for Working Drawings)	$91,200			
(Total PW may not exceed 13% of construction)				
4. Construction Budget CCI: N/A	**$164,034,169**	**$61,360,000**	**$48,734,000**	**$53,940,169**
A. Utility Service	$1,226,222			
B. Site Development, Service	$5,997,513			
C. Site Development, General	$9,082,564			
D. Other Site Development	$260,474			
E. Reconstruction	$0			
F. New Construction *(bldg) (w/Group I equip)*	$89,824,669			
G. Board of Governor's Energy Policy Allowance (2% or 3%)	$2,048,002			
H. Other Costs	$55,594,725			
5. Contingency (Construction-Related Allowances & Fees)	**$8,188,620**	**$2,752,000**	**$2,752,000**	**$2,684,620**
6. Architectural and Engineering Oversight	**$3,275,220**	**$1,101,000**	**$1,101,000**	**$1,072,220**
7. Tests and Inspections	**$1,954,191**	**$742,000**	**$743,000**	**$469,191**
A. Tests	$884,871			
B. Inspections	$1,069,320			
8. Construction Management & Labor Compliance Program (if Justified)	**$3,275,220**	**$1,101,000**	**$1,101,000**	**$1,073,220**
A. Construction Management	$3,275,220			
B. Labor Compliance Program	$0			
9. Total Construction Costs *(items 4 through 8 above)*	**$180,726,420**	**$67,056,000**	**$54,431,000**	**$59,239,420**
10. Furniture and Group II Equipment Budget EPI: N/A	**$9,548,640**	**$0**	**$8,376,000**	**$1,172,640**
11. Total Project Cost *(items 1, 2, 3, 9, and 10)*	**$204,005,220**	**$71,733,000**	**$67,484,000**	**$64,788,220**

12. Project Data	**Outside Gross Square Feet**	**Assignable Square Feet**	**Ratio ASF/GSF**	**Unit Cost Per ASF**	**Unit Cost Per GSF**
Construction	134,000	93,570	70%	$960	$670
Reconstruction	-	-	-	-	-

13. Anticipated Time Schedule			
Start Preliminary Plans	7/1/2026	**Advertise Bid for Construction**	12/15/2028
Start Working Drawings	3/1/2027	**Award Construction Contract**	3/1/2029
Complete Working Drawings	10/1/2027	**Advertise Bid for Equipment**	5/1/2030
DSA Final Approval	6/1/2028	**Complete Project**	7/1/2032

	State Funded	District Funded Supportable	District Funded Non Supportable	District Funded Total
Acquisition	$ -	$ -	$ -	$ -
Preliminary Plans	$ 2,356,000	$ 2,355,000	$ 2,118,740	$ 4,473,740
Working Drawings	$ 2,321,000	$ 2,322,000	$ 2,257,420	$ 4,579,420
Construction	$ 67,056,000	$ 54,431,000	$ 59,239,420	$ 113,670,420
Equipment	$ -	$ 8,376,000	$ 1,172,640	$ 9,548,640
Total Costs	$ 71,733,000	$ 67,484,000	$ 64,788,220	**$ 132,272,220**
% of SS Costs	-	-	SS Total	**$ 204,005,220**

COST ESTIMATE SUMMARY AND ANTICIPATED TIME SCHEDULE - JCAF 32

District: Riverside Community College District | **College:** Riverside City College | **CFIS Ref. #:** N/A

Project Name: Advanced Technology Secondary Effect Relocation Project | **Date Prepared:** 7/8/2026 | **CCI:** N/A | **Budget Ref. #:** N/A

Request For: A ☑ P ☑ W ☑ C ☑ E ☑ DB ☐ | **EPI:** N/A | **Prepared by:** Midpoint

☐ Not Rounded ☑ Rounded — Escalate to Midpoint (FPD Only)

	Total Cost	State Funded	District Funded	
			State Supportable	Non State Supportable
0. Feasibility Studies & Pre-Planning	**$0**	**$0**	**$0**	**$0**
A. Feasibility and Pre-planning Costs	$0			
B. Other Costs	$0			
1. Site Acquisition **Acres:**	**$0**	**$0**	**$0**	**$0**
A. Acquisition	$0			
2. Preliminary Plans **Budget CCI:** N/A	**$995,350**	**$0**	**$0**	**$0**
A. Architectural Fees (for Preliminary Plans)	$766,850			
B. Project Management	$110,000			
C. Office of the State Architect, Plan Check fee	$0			
D. Preliminary Tests (Soils, hazardous materials)	$49,000			
E. Other Costs	$69,500			
3. Working Drawings **Budget CCI:** N/A	**$1,218,800**	**$0**	**$0**	**$0**
A. Architectural Fees (for Working Drawings)	$1,138,800			
B. Project Management (for Working Drawings)	$0			
C. Office of the State Architect, Plan Check fee	$0			
D. Community Colleges Plan Check fee	$0			
E. Other Costs (for Working Drawings)	$80,000			
(Total PW may not exceed 13% of construction)				
4. Construction **Budget CCI:** N/A	**$15,560,500**	**$0**	**$0**	**$0**
A. Utility Service	$0			
B. Site Development, Service	$0			
C. Site Development, General	$2,400,000			
D. Other Site Development	$0			
E. Reconstruction	$12,810,500			
F. New Construction *(bldg) (w/Group I equip)*	$0			
G. Board of Governor's Energy Policy Allowance (2% or 3%)	$0			
H. Other Costs	$350,000			
5. Contingency (Construction-Related Allowances & Fees)	**$550,000**	**$0**	**$0**	**$0**
6. Architectural and Engineering Oversight	**$618,350**	**$0**	**$0**	**$0**
7. Tests and Inspections	**$762,000**	**$0**	**$0**	**$0**
A. Tests	$300,000			
B. Inspections	$462,000			
8. Construction Management & Labor Compliance Program (if Justified)	**$395,000**	**$0**	**$0**	**$0**
A. Construction Management	$380,000			
B. Labor Compliance Program	$15,000			
9. Total Construction Costs *(items 4 through 8 above)*	**$17,885,850**	**$0**	**$0**	**$0**
10. Furniture and Group II Equipment **Budget EPI:** N/A	**$900,000**	**$0**	**$0**	**$0**
11. Total Project Cost *(items 1, 2, 3, 9, and 10)*	**$21,000,000**	**$0**	**$0**	**$0**

12. Project Data	**Outside Gross Square Feet**	**Assignable Square Feet**	**Ratio ASF/GSF**	**Unit Cost Per ASF**	**Unit Cost Per GSF**
Construction	-	-	-	-	-
Reconstruction	-	-	-	-	-

	State Funded	District Funded Supportable	District Funded Non Supportable	District Funded Total
Acquisition	$ -	$ -	$ -	$ -
Preliminary Plans	$ -	$ -	$ -	$ -
Working Drawings	$ -	$ -	$ -	$ -
Construction	$ -	$ -	$ -	$ -
Equipment	$ -	$ -	$ -	$ -
Total Costs	$ -	$ -	$ -	$ -
% of SS Costs	-	-	SS Total	**$ 21,000,000**

13. Anticipated Time Schedule

Start Preliminary Plans	1/1/2026	**Advertise Bid for Construction**	2/3/2028
Start Working Drawings	1/27/2027	**Award Construction Contract**	5/1/2028
Complete Working Drawings	5/17/2027	**Advertise Bid for Equipment**	3/1/2028
DSA Final Approval	12/20/2027	**Complete Project**	3/29/2029

Board of Trustees Regular Meeting (VI.R)

Meeting	August 18, 2026
Agenda Item	Grants, Contracts and Agreements (VI.R)
Subject	Grants, Contracts and Agreements - Architectural Services Agreement Amendment No. 2 with DLR Group for the Norco College Central Plant F1 Chillers Upgrade & Infrastructure and Library Learning Resource Center + Student Services & Projects
College/District	Norco College
Funding	Measure CC
Recommended Action	Recommend approving Agreement Amendment No. 2 with DLR Group in the not to exceed amount of $652,345.

Background Narrative:

On June 17, 2025, the Board of Trustees approved a contract with DLR Group to provide architectural services for the Library Learning Resource Center & Student Services Project at Norco College in the amount of $3,998,010.

Amendment No. 1 was approved by the Board of Trustees on December 9, 2026, to provide additional architectural services for the Norco College Temporary Swing Space Project to accommodate staff relocation from Student Services Building (SSV) and the Student Resource Center (CRC) during construction, bringing the total contract amount to $4,355,010.

Due to funding limitations, the original plan for the LLRC & Student Services project was to provide standalone Heating, Ventilation, and Air Conditioning (HVAC) systems to meet the HVAC needs of the building. As a result of facility planning efforts, an opportunity emerged to reallocate Measure CC funding to the proposed Central Plant F1 Chillers Upgrade & Infrastructure Project. This expansion and upgrade represent a significant improvement over installation of standalone HVAC systems by providing long term capacity, operational efficiency, and reliability needed to support the LLRC & Student Services Project while consolidating the Collegeâ€™s central utility infrastructure.

District staff collaborated with DLR Group to integrate the Library Learning Resource Center & Student Services project into Central Plant F1, necessitating an infrastructure expansion and chillers upgrade to support the increased cooling capacity.

It is recommended that the Board of Trustees approve Amendment No. 2 with DLR Group to: 1) provide architectural services for the Norco College Central Plant F1 Chillers Upgrade & Infrastructure Project in an amount not to exceed $642,335, and 2) increase the LLRC & Student Services allowance by $10,000 for additional services, resulting in a revised total agreement amount of $5,007,345.

The term of the agreement remains unchanged, extending from July 1, 2025, through project completion.

Prepared By: Monica Green, President, Norco College

Michael Collins, Vice President, Business Services, Norco College
Aaron S. Brown, Vice Chancellor, Business and Financial Services
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development
Mehran Mohtasham, Director, Capital Planning, Facilities Planning & Development

Attachment(s):

DLR Group Architectural Services Agreement Amendment No. 2

SECOND (2) AMENDMENT TO AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
DLR GROUP

(Norco College Vapor Intrusion Mitigation System design for Library Learning Resource Center & Student Services project and Central Plant F1 Chiller Upgrades Project a secondary effect to the Norco College Library Learning Resource Center & Student Services Project)

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

The agreement is hereby amended as follows:

Additional compensation of this amended agreement shall not exceed $652,345, including reimbursable expenses, totaling agreement to $5,007,345. The term of this agreement shall be from the original agreement date of July 1, 2025, to the completion of the project.

Payments and final payment shall coincide with original agreement.

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

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

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

DLR GROUP

By: _____

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

Date: August 13, 2026

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: _____

Aaron S. Brown
Vice Chancellor
Business and Financial Services

Date: _____

Exhibit I

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

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

$3,998,010	*Architectural Services Agreement for the Library Learning Resource Center & Student Services at Norco College.*
$357,000	***Agreement Amendment No. 1*** *for the architectural & engineering design services for the project's Temporary Swing Space, as a secondary effect to the Library Learning Resources Center and Student Services Project, including $30,000 project allowance.*
$642,335	***Agreement Amendment No. 2*** *for the architectural & engineering design services for the Central Plant F1 Chillers Upgrade & Infrastructure Project, as a secondary effect to the Library Learning Resources Center and Student Services Project.*
$10,000	***Additional Design Allowance*** *for the Library Learning Resource Center and Student Services Project*
$5,007,345	***Grand Total***

DLR Group Inc.
a California corporation

3801 University Avenue, Suite 600
Riverside, CA 92501

July 31, 2026

Mehran Mohtasham
Director of Capital Planning, Facilities, Planning and Development
Riverside Community College District
3801 Market Street, 3rd Floor
Riverside CA 92501
mike.clark@rccd.edu

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

Re: Additional Service Request Proposal **04 – R4**
F1 Chiller Utility Plant (CUP) Upgrade (Design, Permitting, Construction, Closeout)

Dear Mr. Mohtasham:

DLR Group is pleased to submit this proposal for the A/E design and construction services for the F1 Central Utility Plant Upgrade at Norco College based on the assessment dated June 3, 2026, specifically Option 2 – however instead of the Carrier Chil-Pak System, this project will include **outdoor SMARDT chillers** and including Alternate No. 2: Replacement of the existing 600A fourth section with a 3000A section. This project will support the Library Learning Resource Center + Student Services (LLRCSS) project.

Work includes removal of the four (4) existing chillers, expansion of the central plant building and adjacent yard area, furnishing and installation of new chiller equipment and associated systems, integration and connection to the LLRCSS building for centralized climate control.

1.0 Scope of Work

1.1. Design Services: Design Development & Construction Documents (DD & CD)

A. Site analysis and layout.
B. Coordination with campus stakeholders and District representatives.
C. Preparation of schematic design, design development, and construction documents.
D. Disciplines include Architecture, Civil, Landscape, Structural, MEP, Fire Alarm, Technology/Security, Acoustic, and Cost Estimating.
E. Integration of accessibility, fire/life safety, technology, security, and utility requirements.
F. Conduct a DSA Pre-Application meeting to confirm project assumptions and gain early feedback.
G. Cost Estimating at each of design phase milestones: total two (2) for 100% DD & 100% CD.

1.2. Permitting

A. Coordination with Division of the State Architect (DSA), DTSC, local agencies, and other authorities having jurisdiction.
B. Preparation and submission of permit documents.
C. Response to plan check comments and revisions as required.
D. Cost Estimating at DSA approval: total one (1).

1.3. Construction Administration (CA)

A. Review of contractor submittals, RFIs, and change orders.
B. Attendance at construction meetings.
C. Site visits and field reports.
D. Coordination with District's construction manager and inspectors.
E. Participation in the Owner's commissioning (Cx) process, including review of and responses to Cx comments and Cx issues log items.

1.4. Project Closeout

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

1.5. Additional detailed scope per discipline

A. Architectural
   a) Oversee project and document coordination.
   b) Coordination with owner, team, owner's consultants, and agencies having jurisdiction.
   c) Documents include cover and code sheets, overall site plan, demolition and new construction plans, door and gate schedules, elevations and details, specifications.

B. Civil
   a) Develop drawings to reflect site demolition, grading and storm drain plan, horizontal control and construction plans, erosion control plan and associated details
   b) The only wet utility scope should be storm drain. We assume new drain inlets at expanded yard and potential relocation of the existing storm drainpipe.
   c) Coordinate the crossing wet utilities depth to adequately step the site wall footing to avoid conflict.
   d) Assumptions & Exclusions:
      i. WQMP and LID design is excluded from scope.
      ii. Hydrology study and stormwater hydromodification is excluded from scope.
      iii. The calculated disturbance is less than 1 acre and therefore SWPPP is excluded from scope.

C. Landscape
   a) Develop drawings to reflect the design intent capturing district standards.
   b) Documents includes construction plans identifying hardscape/landscape, details and materials/finish schedules, irrigation plan and details, planting plan and details, specifications.
   c) Exclusions:
      i. Agronomic soils testing
      ii. Arborist report

D. Structural
   a) Evaluation of existing CMU site walls impacted by demolition and modification. Structural calculations and construction details for remaining free-standing CMU wall segments that become unstable due to the removal of intersecting walls. New reinforced masonry pilasters or other stabilization measures may be required at these locations.
   b) Design and detailing for new masonry infill at locations where existing pipe penetrations are abandoned.
   c) Review and detailing for new small wall penetrations required for mechanical ducts and piping.
   d) Design of free-standing steel supports and racks for mechanical piping and ductwork.
   e) Design of new concrete pads and anchorage for mechanical equipment.
   f) Design of new chain-link fencing and associated foundations.
   g) Design of new CMU walls, including foundation design and coordination with civil and existing conditions where conflicts with existing underground storm-drain facilities occur.
   h) Assumptions
      i. Existing structural drawings of the facility will be provided by the Owner for the design.
      ii. The structural scope is limited to site walls and free-standing CMU walls that do not support a roof and are not part of the existing building lateral force resisting system.
      iii. Existing CMU walls are assumed to be non-building walls. These walls will still be designed in accordance with the code requirements and wind and seismic loading criteria. This will be discussed with DSA in a pre-app meeting and confirm they agree with this interpretation.
      iv. Mechanical wall penetrations are assumed to be relatively small and localized and will not require significant strengthening beyond the area of the opening.
   i) Exclusions
      i. Structural design, support, or anchorage of rooftop mechanical units or rooftop equipment.
      ii. Evaluation, analysis, or modification of the existing building lateral force-resisting systems.
      iii. Evaluation or qualification of existing roof diaphragms or diaphragm load paths.
      iv. Seismic evaluation or retrofit of existing buildings.
      v. Structural analysis or strengthening of existing buildings framing beyond the site walls and localized modifications specifically identified in this scope.

E. MEP
   a) Mechanical
      i. Confirm the cooling load basis and plant capacity (campus loads, LLRC tie-in, and BMS trend data) and prepare and finalize the basis of design: CHW supply temperature and delta T, primary variable flow lead-lag staging, and standby/redundancy approach.
      ii. Final equipment selections and schedules: chillers, cooling tower, pumps, VFDs, expansion tank, air/dirt separator, side-stream filtration, and chemical water treatment interfaces for the condenser and chilled water loops (accounting for local water quality).
      iii. Demolition plans for the existing F1 chilled water equipment and piping to be removed; identify equipment to remain.
      iv. Chilled water and condenser water piping design: routing, sizing, hydraulic and pump head calculations, valves, strainers, instrumentation, and insulation/vapor barrier requirements.
      v. Controls design: sequences of operation (SOO), BAS points list (staging, resets, minimum flow protection, alarms/safeties), and integration with the campus BMS.
      vi. Coordination with Structural (pads, seismic anchorage), Architectural (screening, acoustics, access), Electrical (power, disconnects), and Civil/site (drainage, utilities).
      vii. Title 24 Part 6 (2025) compliance for the plant alteration using the prescriptive compliance approach: equipment efficiencies, prescriptive requirements supporting the water-cooled plant selection, and applicable mandatory measures.

viii. Documents include demolition and new work plans, sections, piping schematics/one-lines, details, equipment schedules, controls drawings, and Title 24 compliance forms.
ix. Specification sections for plant equipment, piping, insulation, water treatment, controls, and testing/adjusting/balancing (TAB).
x. Phasing and sequencing notes supporting the plant changeover window and continuous campus operations.

b) Plumbing
i. Confirm the plumbing basis of design for the plant scope: make-up water assemblies with backflow prevention and water treatment interfaces for the chilled water and condenser water systems.
ii. Cooling tower drain, overflow, and blowdown drainage provisions; equipment area drainage and indirect waste per the California Plumbing Code.
iii. Drain/fill/flush provisions; coordination of relief and discharge terminations and plumbing utility connections.
iv. Documents include demolition and new work plans, details, schedules, and specification sections; update plumbing details and specifications affected by the plant work.

c) Electrical
i. Provide drawings and specifications documenting electrical connections to new mechanical equipment associated with Chiller Plant upgrades.
ii. Document demolition of existing electrical connections at mechanical equipment to be removed.
iii. Design replacement of existing 600A fourth section of switchboard MSB with new 3,000A section to power new loads. Coordinate with manufacturer of existing gear.
iv. Perform load calculations and document additional load on existing switchboard.
v. Provide additional Fire Alarm devices for expanded mechanical yard.
vi. Provide normal and egress lighting design for expanded mechanical yard.
vii. Complete energy code compliance (Title 24) calculations for new lighting loads.
viii. Documents include Title 24 Compliance, Electrical Demolition Plan, Electrical Lighting Plan, Electrical Power & Systems Plan, Medium Voltage Single Line Diagram, Details and Schedules.

F. Technology
a) Scope includes access control and security camera (video surveillance) coverage for the F1 central plant yard, including device layouts, pathways, and head-end/network connectivity requirements coordinated with RCCD and Norco College security and IT standards.
b) Confirm the technology basis of design for the F1 plant yard: access control device locations, security camera coverage, and head-end/network connectivity requirements.
c) Preliminary device layouts and pathway/raceway routing; coordination with Electrical (power), Architectural/Structural (mounting and screening), and Civil/site disciplines.
d) Documents include device plans, riser diagrams, details, schedules, and specifications.

G. Acoustic
a) Visit the site, take short term ambient noise measurements around the existing unit and at property line to document the existing acoustic environment.
b) Establish acoustic criteria compared to existing conditions and local zoning requirements.
c) Acoustic analysis of noise emissions for new equipment based on manufacturer data.
d) Coordination with design team on acoustic barriers, equipment selection, or other equipment noise mitigation strategies needed to meet criteria.
e) Brief report documenting existing conditions and acoustic control measures.

2.0 Project Schedule

The effort can be completed per the schedule below and contingent on receipt of requested surveys, reports, and as-builds. Should the schedule be pushed due to lack of timely surveys/reports provided or decisions by College/District, additional services will be requested to cover the time and effort for the schedule extension.

Task	Description	Start	Complete	Duration (months)	Duration (weeks)
D1	Design Development	8/20/2026	12/24/2026	4	18
D2	Construction Documents	1/2/2027	4/29/2027	3.25	14
D3	DSA Submittal / Permitting	4/30/2027	12/1/2027	7	31
D4	Bid/Award	12/29/2027	3/16/2028	2.5	11
C1*	Construction Administration (Segment 1: Pre Construction)	3/24/2028	10/9/2028	6.5	29
	Construction Administration (Segment 2: Construction)	10/10/2028	6/25/2029	8.5	37
C2	Closeout	6/26/2029	8/20/2029	1.75	8

* While the overall C1 construction duration is anticipated to be 15 months, the District expects the work to be divided into two segments due to long-lead items:

- **Segment 1** begins at GC bid award. The A/E scope includes pre-construction RFI and Submittal reviews, with bi-weekly virtual OAC meetings. Should the level of effort increase to include weekly on-site meetings, DLR Group will submit an additional service to cover the effort.
- **Segment 2** begins upon GC site mobilization and preparation, equipment installation, through construction completion. The A/E scope includes RFI and Submittal reviews, with weekly on-site OAC meetings and other construction activities in alignment with the main agreement for construction services scope of work.

3.0 Assumptions & Exclusions (not mentioned above)

3.1. All services shall be performed in accordance with the terms and conditions of the Architect's existing agreement for the Norco College LLRCSS project.
3.2. All services not mentioned above are excluded from the scope of work.
3.3. The District to provide a topographic and boundary survey.
3.4. The District to provide a Geotechnical report.
3.5. The District to provide an updated Title Report with easement information.
3.6. The District to obtain Commissioning agent.
3.7. Fire Protection is excluded from the scope due to the proposed packaged chiller plant size falling well below the sprinkler threshold, and an automatic sprinkler system is not anticipated based on the current equipment and configuration. Final acceptance remains subject to DSA Fire and Life Safety and Local Fire Authority review, and if required, will be completed under additional services.
3.8. Hazardous materials survey, testing, and abatement design are excluded from the scope.
3.9. Campus-wide underground chilled water distribution piping replacement beyond the tie-in points at the F1 plant is excluded from the scope.
3.10. Vapor Intrusion Mitigation System (VIMS) is excluded from the scope, as there are no occupied spaces in this project.

3.11. Verification measurement post-construction completion is excluded from scope, and can be included as additional services should the District wish to undertake.
3.12. LEED is excluded from the scope, as there are no occupied spaces in this project.
3.13. PEERS (Performance Excellence in Electricity Renewal) Certification is excluded from the scope of work, and can be included as additional services should the District wish to pursue it.

4.0 Professional Fees

DLR Group proposes providing the above scope of services, for a fixed fee of **Six Hundred Forty-Two Thousand, Three Hundred Thirty-Five Dollars ($ 642,335.00)**, broken down per phase below, and will be invoiced incrementally upon completion of the work:

Task	Description	Fee
D1	Design Development	$ 157,750.00
D2	Construction Documents	$ 158,930.00
D3	DSA Submittal / Permitting	$ 62,785.00
D4	Bid/Award	$ 27,640.00
	SUB-TOTAL Design Phase	**$ 407,105.00**

C1	Construction Administration	$ 190,240.00
C2	Closeout	$ 44,990.00
	SUB-TOTAL Construction Phase	**$ 235,230.00**

GRAND TOTAL	**$ 642,335.00**

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

Sincerely,
DLR Group



Rita S. Carter, AIA, NOMA, Assoc. DBIA
Principal
C-35431
rcarter@dlrgroup.com

Cc: Hussain Agah, Leigh Anne Jones, Chris Dunne, Mike Clark, Larry Prikle

Board of Trustees Regular Meeting (VI.N)

Meeting	August 18, 2026
Agenda Item	Grants, Contracts and Agreements (VI.N)
Subject	Grants, Contracts and Agreements - Professional Services Agreement Amendment No. 1 with T&B Planning for IETTC Project CEQA Environment Consulting Services
College/District	District
Funding	Measure CC
Recommended Action	Recommend approving professional services agreement Amendment No. 1 with T&B Planning for IETTC Project CEQA Environment Consulting Services in the not to exceed amount of $17,000.

Background Narrative:

On July 30, 2025, the District engaged T&B Planning to conduct an Initial Study & Mitigated Negative Declaration (IS/MND) in compliance with the California Environmental Quality Act (CEQA) for the Inland Empire Technical Trade Center Project in the amount of $108,350.

During the public review period of the CEQA IS/MND, and based on feedback received from the City of Jurupa Valley Planning Department, the project's site plan was expanded to include additional parking spaces required to meet the City's Municipal Code. As a result, additional survey work and environmental studies were necessary, and responses to comments were incorporated into the original scope of work.

It is recommended that the Board of Trustees approve Amendment No. 1 with T&B Planning in an amount not to exceed $17,000, for a revised total agreement amount of $125,350. The term of the agreement remains unchanged, extending from July 30, 2025, through project completion.

Prepared By: Eric Bishop, President, Riverside City College
Elia Blount, Vice President, Business Services, Riverside City College
Aaron S. Brown, Vice Chancellor, Business and Financial Services
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development
Mehran Mohtasham, Director, Capital Planning, Facilities Planning & Development

Attachment(s):

T&B Planning Consultant Services Agreement Amendment No. 1

FIRST (1) AMENDMENT TO AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
T&B Planning
(Inland Empire Technical Trade Center additional parking spaces CEQA code analysis and response to Final IS/MND comments & Notice of Determination)

This document amends the original agreement between the Riverside Community College District and T&B Planning, which was originally executed on July 30, 2025.

The agreement is hereby amended as follows:

Additional compensation of this amended agreement shall not exceed $17,000 including reimbursable expenses, totaling agreement to $125,350. The term of this agreement shall be from the original agreement date of July 30, 2025, to the completion of the project.

Payments and final payment shall coincide with original agreement.

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

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

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

T&B PLANNING

By: 

Tracy Zinn
President
200 El Camino Real, Suite# 100
Irvine, CA 92602

Date: 8/13/2026

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: _____

Aaron S. Brown
Vice Chancellor
Business and Financial Services

Date: _____

Exhibit I

Project: *Inland Empire Technical Trade Center additional parking spaces CEQA code analysis and response to Final IS/MND comments & Notice of Determination*

Scope of Work: *Provide CEQA consulting services for Inland Empire Technical Trade Center buildings project, located in Jurupa Valley, totaling 93,000 square feet on approximately 24 acres as part of the IETTC. Scope of services includes preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) under the California Environmental Quality Act (CEQA). Since the public review of the Initial Study/Mitigation Negative Declaration (IS/MND), the Project's site plan is expanded to include additional parking spaces that are required to meet the city's Municipal code. Therefore, additional survey for AQ/GHG/Energy, Noise and HRA with responses to comments added to the scope of work. Funding for this project will be provided through Measure CC.*

$108,350	*CEQA IS/MND consulting services for Inland Empire Technical Trade Center buildings project.*
$17,000	***Agreement Amendment No. 1*** *for additional parking spaces that are required to meet the city's Municipal code. including additional survey for AQ/GHG/Energy, Noise and HRA with responses to comments, Final IS/MND, and notice of determination.*
$125,350	***Grand Total***

Irvine, CA | San Diego, CA | Murrysville, PA
3200 El Camino Real, Suite 100 | Irvine, CA 92602 | p 714.505.6360

FIRST AMENDMENT TO CONTRACT

This First AMENDMENT TO CONTRACT constitutes a legal agreement solely between T&B Planning, Inc. *and* CLIENT *herein named as:*

CLIENT NAME:	RIVERSIDE COMMUNITY COLLEGE DISTRICT
JOB NUMBER:	1384-004
PROJECT NAME:	IETTC BUILDINGS 1A & 1B PROJECT
DATE:	April 27, 2026

All provisions of the original Agreement (Agreement) shall remain in force and in effect except as modified herein.

DETAILS/COMMENTS:

This First Amendment to Contract provides additional budget for services that were not accounted for as part of the original Agreement. Since the public review of the Initial Study/Mitigation Negative Declaration (IS/MND), the Project's site plan is expanded to include additional parking spaces that are required to meet the City's Municipal Code. Specifically, this First Amendment to Contract provides for the following changes.

- **Task 1.2, RK Engineering (AQ/GHG/Energy, Noise, HRA)**. *Estimated Fee: $10,500.00*

  RK Engineering Group, Inc. (RK) will prepare an updated Air Quality (AQ), Construction Health Risk Assessment (HRA), Energy, Greenhouse Gas (GHG), and noise impact assessment reports for the Project. RK will review the updated site plan and architectural drawing set and confirm any changes to the modeling assumptions before performing the analysis (e.g., project construction start date, opening year, amount of paved surfaces, engine tier of construction equipment, etc.) and reassess the need for mitigation measures consistent with City of Jurupa Valley, SCAQMD, and CARB requirements based on the updated results. Additionally, all exhibits, tables, and appendix materials will be updated as necessary. Refer to "Attachment A" of this contract amendment for the full scope of work.

- **Task 2.6, Responses to Comments, Final IS/MND, and Notice of Determination**. *Estimated Fee: $6,500.00*

  T&B Planning will coordinate with its subconsultants and review the updated technical reports for accuracy and suitability for use in support of the CEQA analysis. Additionally, additional budget is required to prepare a memorandum explaining that Project changes since the publication of the IS/MND would not result in a new, significant environmental impacts pursuant to CEQA Guidelines Section 15073.5. The memorandum will summarize the results of the updated technical reports and changes to the public review draft IS/MND. A Final IS/MND will be also included to reflect the changes to the analysis due to the change in the Project's site plan.

These additional services shall be provided for an estimated fee of $17,000.00, excluding prepaid expenses, which shall increase the total Agreement budget from $108,350.00 to $125,350.00, including prepaid expenses. This budget shall be valid for a period of 60 days from the date of this Amendment, after which T&B Planning reserves the right to adjust its budget and/or service delivery schedule pursuant to its current billing rates and capacity in effect at the time CLIENT authorizes the Amendment.

CLIENT hereby authorizes T&B Planning *to proceed with the work herein described and* T&B Planning *agrees it shall provide such services in a timely and efficient manner. If the job is canceled prior to completion, CLIENT agrees to pay for that portion of work performed prior to cancellation.*

IN WITNESS WHEREOF, the parties to this Agreement have executed this agreement effective as of the date and the year first above written.

T&B PLANNING, INC.
a California Corporation

By:

_____
Nicole Morse, Esq.

Its: Vice President

(Title)

Dated:

April 27, 2026

Attachment A: Subconsultants Scope of Work

APRIL 22, 2026

Ms. Nicole Morse
T & B PLANNING, INC.
3200 El Camino Real, Suite 100
Irvine, CA 92602

SUBJECT: INLAND EMPIRE TECHNICAL TRADE CENTER (IETTC) BUILDINGS 1A & 1B PROJECT (AMENDMENTS FOR TECHNICAL STUDIES), CITY OF JURUPA VALLEY

Dear Ms. Morse:

INTRODUCTION

RK ENGINEERING GROUP, INC. (RK) respectfully submits this work authorization agreement to provide additional analysis for the proposed Inland Empire Technical Trade Center (IETTC) Buildings 1A & 1B Project. The project site is located at 6464 33rd Street, in the City of Jurupa Valley.

RK previously prepared the following studies:

- Inland Empire Technical Trade Center (IETTC) Buildings 1A & 1B Noise Impact Study, dated April 3, 2026
- Inland Empire Technical Trade Center (IETTC) Buildings 1A & 1B Air Quality, Greenhouse Gas, and Energy Impact Study, dated April 7, 2026
- Inland Empire Technical Trade Center (IETTC) Buildings 1A & 1B Construction Health Risk Assessment, dated April 3, 2026

Since the completion of the above-referenced studies, the project description has changed to include an expansion of the parking lot area, and updated analyses have been requested. As such, RK proposes to update all technical studies accordingly.

This agreement authorizes RK to perform the following scope of work items which fall outside of our original agreement:

SCOPE OF WORK – Revised Noise Impact Study

1. Review the updated site plan and architectural drawing set from an acoustical standpoint and incorporate any changes to the project description in the Noise Study report.

2. Utilize the FHWA Construction Noise Model to re-calculate the short-term construction noise and vibration levels during project construction based on revised construction areas.

3. Summarize the results of the revised analysis in an updated Noise Impact Study report. All exhibits, tables, and appendix materials will be updated as necessary.

SCOPE OF WORK – Revised Air Quality, Greenhouse Gas, and Energy Impact Study

1. Review the updated site plan from an air quality and GHG emissions standpoint and confirm any changes to the modeling assumptions before performing the analysis (e.g., project construction start date, opening year, amount of paved surfaces, etc.).

2. Utilize the latest version of CalEEMod software to recalculate both short-term (construction) and long-term (operational) emission levels.

3. Perform an updated qualitative analysis of energy impacts pursuant to CEQA Guidelines, Appendix F, Energy Conservation Analysis recommendations and the latest California court rulings regarding the use of renewable energy sources.

4. Reassess the need for mitigation measures consistent with City of Jurupa Valley, SCAQMD, and CARB requirements.

5. Summarize the results of the revised analysis in an updated Air Quality, GHG, and Energy Impact Study report. All exhibits, tables, and appendix materials will be updated as necessary.

SCOPE OF WORK – Revised Construction Health Risk Assessment

1. Review the updated site plan and proposed construction activity from a toxic air contaminant emissions standpoint and confirm the latest project information for performing the analysis (e.g., engine tier of construction equipment, etc.).

2. Develop updated data entry files for input into the air dispersion model.

3. Utilize the latest version of USEPA AERMOD to perform updated air dispersion modeling.

4. Calculate the updated DPM exposure from project construction to the adjacent sensitive receptors.

5. Summarize the results of the revised analysis in an updated Construction HRA report. All exhibits, tables, and appendix materials will be updated as necessary.

PROFESSIONAL FEES

The fee for the work outlined in this proposal is based upon personnel charges plus direct expenses as indicated in the attached Exhibit A.

The fixed fee to accomplish the above Scope of Work is as follows:

RK Job Number	Task	Fee
0094-2025-14	Noise Impact Study	$2,800
0094-2025-15	AQ/GHG/Energy Impact Study	$3,200
0094-2025-16	Construction Health Risk Assessment	$4,500
Total		**$10,500**

Monthly billings follow Exhibit A - BILLING RATES, with payments due within 30 days. Invoices over 90 days past due will accrue interest at the maximum legal rate.

Attendance at public hearings/meetings is not included. If required, RK will attend and bill according to Exhibit A. Meetings after 5:00 PM are billed at 1.5 times the normal rate.

This letter can serve as a Memorandum of Agreement and our authorization to proceed. Please sign one copy and return it to us for our files. This proposal is valid for sixty days, if signed by the client.

RK is looking forward to working with your team on this project. If you have any questions regarding this proposal, please call us at (949) 474-0809.

Respectfully submitted,
RK ENGINEERING GROUP, INC.

RK Representative	**Approved by**
Bryan Estrada, T.E.	T & B PLANNING, INC.
Name	**Client**
Principal	
Title	**Date**

EXHIBIT A

Billing Rates for RK Engineering Group, Inc.

Position	Hourly Rate
Founding Principal	$200
President	$190
Principal	$190
Associate Principal	$180
Associate Engineer/Planner	$170
Senior Engineer/Planner	$150
Engineer/Planner V	$140
Engineer/Planner IV	$130
Engineer/Planner III	$120
Engineer/Planner II	$110
Engineer/Planner I	$100
Assistant Engineer/Planner	$90
Engineering Technician	$70
Engineering Aide	$50
Office Manager	$100
Executive Assistant	$80
Administrative Assistant	$60
Administrative Aide	$50

General

(1) Reimbursable direct costs, such as reproduction, supplies, delivery service, telephone, travel and traffic counts will be billed at cost plus ten (10) percent. PDF report copies included in fees, printed report copies charged at a minimum of $100 each.

(2) Hourly rates apply to work time, travel time and time spent at public hearings and meetings. For overtime work and expert witness work, the above rates may be increased 50 percent. Hourly rates for depositions and trials will be increased by 100%.

(3) Client payment for professional services is not contingent upon the client receiving payment from other parties.

(4) Billing statements for work will be submitted monthly. Statements are payable within thirty (30) days of statement date. Any statement unpaid after thirty (30) days shall be subject to interest at the maximum permitted by law.

(5) Rates are subject to change.

RK accepts checks, wire transfers and online payments. Contact us for details.

Rev. February 1, 2025

Board of Trustees Regular Meeting (VIII.B)

Meeting	August 18, 2026
Agenda Item	Resources (VIII.B)
Subject	Resources Committee - Measure CC Project Funding Redistribution
College/District	District
Funding	Measure CC
Recommended Action	Recommend approving the Measure CC project funding redistribution for Moreno Valley College, Norco College and Riverside City College.

Background Narrative:

On June 17, 2026, the Board of Trustees approved the $954 Million Measure CC distribution for Moreno Valley College, Ben Clark Training Center, Norco College, Corona Education Center, Riverside City College, Inland Empire Technical Trade Center, and Districtwide program implementation, guided by principles of equity, project readiness, alignment with institutional priorities and facility master plans, and a commitment to sound fiscal stewardship. An assessment of all proposed capital facilities projects and budgets was conducted by an independent cost estimating firm to evaluate project scope, prevailing market conditions, and construction costs, both at the time of analysis and as projected through the midpoint of construction, resulting in the funding distribution approved by the Board of Trustees.

Subsequently, the District completed detailed project planning, programming, cost validation, infrastructure assessments, feasibility studies, and preliminary design activities within California Community Colleges Chancellor's Office (CCCCO) requirements and Division of State Architect (DSA) regulations. These efforts fully evaluated project scope, site conditions, infrastructure requirements, regulatory compliance obligations, and prevailing construction market conditions resulting in revised project cost estimates, and combined with the receipt of additional State Capital Outlay funding, these developments created opportunities to advance infrastructure improvements and expand the scope of projects that were previously unaffordable under the original Measure CC distribution.

In March 2026, the CCCCO approved the Final Project Proposal (FPP) for the Moreno Valley College Biological and Physical Sciences (STEM) Project, resulting in $25.4 million in new State Capital Outlay funding and freeing-up an equivalent amount of Measure CC funding previously allocated for this project, for reallocation to other MVC capital project priorities. Additionally, Riverside City College has received $1.1 million in additional State Capital Outlay funding for the Advanced Technology (ATEC) project to address construction cost escalation due to current market conditions.

The proposed Measure CC redistribution impacts the following projects:

Moreno Valley College
*Library Learning Resource Center (LLRC)
*Biological and Physical Sciences (STEM)
*Old Library Reconstruction for Performing Arts

*Athletic Field and Parking Lot Project
*Mechanical Plant 2 Expansions & Chillers Upgrade

Ben Clark Training Center
*Education Building 2A

Norco College
*Library Learning Resource Center & Student Services (LLRC + Student Services)
*LLRC + Student Services Secondary Effects - Swing Space
*LLRC + Student Services Secondary Effects - Central Plant F-1 Chillers Upgrade & Infrastructure

Riverside City College
*Advanced Technology (ATEC)

The proposed revisions do not change the Board-approved $954 million Measure CC bond program or the previously approved funding distribution among the colleges and Districtwide program implementation. Measure CC funding remains allocated as follows:

*Moreno Valley College and Ben Clark Training Center: approximately $256.0 million
*Norco College and Corona Education Center: approximately $268.5 million
*Riverside City College and Inland Empire Technical Trade Center: approximately $398.6 million
*District Program Implementation, Planning, Staffing, and Contingency: approximately $30.9 million

Total State Capital Outlay funding increases from $215.1 million to $241.6 million, an increase of $26.5 million. As a result, the District's total capital program increases from $1.169 billion to $1.195 billion.

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

Attachment(s):
MVC Measure CC Project Funding Analysis & Redistribution
NC Measure CC Project Funding Analysis & Redistribution

Revised Measure CC Allocation for Morno Valley College Projects							
Project	Original Measure CC Allocation			Revised Measure CC Allocation			Description of Change
	Measure CC	State	Total	Measure CC	State	New Total	Notes
MVC Library Learning Resource Center (LLRC)	$ 74,542,760	$ 43,662,000	**$ 118,204,760**	$ (3,875,701)	**$ -**	**$ 114,329,059**	*During the initial planning phase, uncertainty regarding site development requirements necessitated conservative assumptions for site improvements and code compliance. These assumptions were subsequently refined as preliminary design progressed and all project due diligence activities were completed, resulting in a more accurate assessment of site development needs*
MVC Biological & Physical Science (STEM)	$ 110,000,000	$ -	**$ 110,000,000**	$ (110,000,000)	**$ -**	**$ -**	*Eliminated to reflect State funding as described below*
New Project **- MVC Biological & Physical Science (STEM FPP + STEM Expansion)**	$ -	$ -	**$ -**	$ 86,061,349	**$ 25,385,000**	**$ 111,446,349**	*This project is now reflective of State funding whereas it was originally contemplated as a 100% Measure CC funded project. Upon completion of the STEM FPP and Expansion projects, the campus will provide approximately 65,000 GSF (~43,000 ASF) of STEM instructional space.The updated project budget reflects the expanded site development scope required to support the project.*
New Project **- Mechanical Plant 2 Chillers Upgrades**	$ -	$ -	**$ -**	$ 13,763,364	**$ -**	**$ 13,763,364**	*During initial planning of the LLRC and STEM buildings, standalone mechanical chiller systems were included because State-funded projects do not support central plant upgrades. With State funding now allocated for the STEM project, thereby freeing-up Measure CC funds, upgrading the chillers system to connect these buildings to the mechanical plant is a more efficient and financially sustainable long-term solution for campus operations and planning, and is also aligns with the District's Sustainability and Climate Action Plan.*
Overflow Parking Lot for LLRC	$ 9,500,000	$ -	**$ 9,500,000**	$ (9,500,000)	**$ -**	**$ -**	*Eliminated to incorporate into an expanded Athletic Field/Overflow Parking lot as described below.*
New Project **- College Athletic Field & Accessible Parking Lot Improvement**	$ -	$ -	**$ -**	$ 26,687,605	**$ -**	**$ 26,687,605**	*This is a new project, expanded beyond replacing parking displaced by the footprint of the new LLRC. It now includes the addition of a new single regulation athletic field equipped with lighting, accessibility improvements, spectator seating, and team support facilities, by replacing the existing practice fields curreintly located on the Moreno Valley College Park footprint.*
Old Library Renovation for Performing Arts	$ 21,500,000	$ -	**$ 21,500,000**	$ 5,000,000	**$ -**	**$ 26,500,000**	*The original renovation budget of $21.5 million was established based on undefined programming requirements. With the decision made to repurpose the building as performing arts facility, a flat-floor auditorium configuration (141 seats) has been identified as the most cost-effective option. All other alternatives under consideration are cost-prohibitive due to spatial limitations and the significant structural modifications required, including those associated with a high-ceiling design.*
BCTC - Education Building 2-A	$ 40,473,750	$ 15,969,000	**$ 56,442,750**	$ (8,136,617)	**$ -**	**$ 48,306,133**	*The original budget included more extensive site infrastructure development, utility upgrades, laboratory equipment allowances, and a per-square-foot cost comparable to the MVC LLRC. These components have since been refined and adjusted following completion of preliminary design. In addition, an efficient design approach and cost-effective exterior and interior systems have contributed to a reduction in the overall construction budget.*
Total Allocation for MVC Projects	**$ 256,016,510**	**$ 59,631,000**	**$ 315,647,510**	**$ -**	**$ 25,385,000**	**$ 341,032,510**	*Total investment at MVC has increased by $25,385,000, resulting in a revised total from $315,647,510 to $341,032,510. The State allocation has been adjusted from $59,631,000 to $85,016,000, with no changes to the Measure CC allocation.*

Revised Measure CC Allocation for Norco College Projects							
Project	Original Measure CC Allocation			Revised Measure CC Allocation			Description of Change
	Measure CC	State	Total	Measure CC	State	New Total	Notes
NC Library Learning Resource Center (LLRC) + Student Services	$ 72,737,850	$ 33,759,000	**$ 106,496,850**	$ (7,318,132)	$ -	**$ 99,178,718**	*Following the passage of Measure CC, the District undertook a comprehensive effort to estimate the total cost of this state-funded project. This initial planning and due diligence relied on high-level assumptions and the best information available at the time. To mitigate risk and ensure sufficient local funding to fully deliver the project, these early estimates were intentionally conservative, including the uncertainty regarding site development requirements related to accessibility improvements, site modifications, and code compliance. It was assumed that the existing ADA switchback ramp connecting the lower and upper elevations would need to be demolished and reconstructed to meet current structural and accessibility code requirements, with associated costs funded locally. As preliminary design advanced and additional project-specific due diligence was completed, including consultation with and confirmation from DSA, these assumptions were evaluated and refined resulting in a more accurate and detailed site development requirements and significantly lowering the intial project cost estimates.*
New Project **- Central Plant F1 Chiller Upgrades**	$ -	$ -	**$ -**	$ 9,148,853	**$ -**	**$ 9,148,853**	*Following the passage of Measure CC, the District undertook a comprehensive effort to estimate the total cost of this locally funded project. This initial planning and due diligence relied on high-level assumptions and the best information available at the time. To mitigate risk and ensure sufficient local funding to fully deliver the project, these early estimates were intentionally conservative, including incorporating a standalone mechanical chiller system rather than pursuing more costly central plant upgrades. Revised cost estimates for the LLRC and Swing Space projects resulted in overall project savings, creating an opportunity to consider upgrading the Central Plant F1 chiller. This analysis determined that upgrading the F1 chiller and connecting the building to a single campus-wide loop would provide a more efficient, cost-effective, and operationally sustainable long-term solution. This approach not only enhances campus utilities planning and maintenance but also aligns with the District's Sustainability and Climate Action Plan.* ***NOTE:*** *The F1 chiller upgrade requires infrastructure upgrades, including expansion of the central plant mechanical yard and associated building modifications, a higher-capacity system with increased tonnage to support existing facilities as well as the new LLRC and Student Services buildings, and upgrades to electrical panels. It also requires extension and replacement of aging hydronic piping.*
LLRC Swing Space	$ 8,500,000	$ -	**$ 8,500,000**	$ (1,830,721)	**$ -**	**$ 6,669,279**	*Following the passage of Measure CC, the District undertook a comprehensive effort to estimate the total cost of this locally funded project. This initial planning and due diligence relied on high-level assumptions and the best information available at the time. To mitigate risk and ensure sufficient funding to fully deliver the project, these early estimates were intentionally conservative, particularly given the uncertainty surrounding potential swing space locations.* *Through evaluation of multiple sites during the preliminary planning phase, and in collaboration with the College, the selected site was determined to offer several advantages, including lower overall development costs, improved access to parking, and reduced requirements for ADA improvements and grading.* *Additionally, the use of multiple piggyback contracts through CollegeBuys/FCCC allowed the District to identify and leverage the most cost-effective construction pricing, further supporting overall budget efficiency.*
Center for Human Performance & Kinesiology	$ 22,766,000	$ 31,257,000	**$ 54,023,000**	$ -	$ -	**$ 54,023,000**	*No changes to the project budget between state and measure*
Centeral Plant F-2 Chiller Upgrades	$ 4,500,000	$ -	**$ 4,500,000**	$ -	**$ -**	**$ 4,500,000**	*No changes to the project budget.*
Corona Education Center (CEC)	$ 160,000,000	$ -	**$ 160,000,000**	$ -	**$ -**	**$ 160,000,000**	*No changes to the project budget.*
Total Allocation for NC LLRC Projects	**$ 268,503,850**	**$ 65,016,000**	**$ 333,519,850**	**$ -**	**$ -**	**$ 333,519,850**	*The total investment at Norco College remains unchanged, with no changes to the Measure CC funding allocation*

Board of Trustees Regular Meeting (VI.O)

Meeting	August 18, 2026
Agenda Item	Grants, Contracts and Agreements (VI.O)
Subject	Grants, Contracts and Agreements - Architectural Services Agreement with Westberg White Inc. for the Athletic Field & Parking Lot Project at Moreno Valley College
College/District	Moreno Valley College
Funding	Measure CC
Recommended Action	Recommend approving Architectural Services Agreement with Westberg White Inc. for the Athletic Field & Parking Lot Project at Moreno Valley College in the not to exceed amount of $867,500.

Background Narrative:

On June 10, 2026, the District issued a Request for Qualifications and Proposals (RFQ/P #30-25/26-3) to its prequalified pool of architectural firms for architectural and engineering services for the Moreno Valley College Athletic Field & Parking Lot Project. The RFQ/Ps were evaluated based on the following criteria: 1) statement of qualifications; 2) firm interview, and; 3) fee proposal.

The District received six (6) RFQ/P responses. The committee members, consisting of Facilities Planning & Development staff, including Gafcon PM/CM personnel, and College representatives, independently reviewed and scored each proposal in accordance with the RFQ/P requirements and selected the top three (3) architectural firms for interviews. The highest scoring firm was 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 Westberg White Inc. to provide architectural services for the Athletic Field & Parking Lot Project at Moreno Valley College in the not to exceed amount of $867,500, including design allowance. The term of the agreement is from August 19, 2026 through project completion.

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

Attachment(s):

Architectural Services Agreement

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 19 day of August in the year 2026 by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and **Westberg White Inc.**, hereinafter referred to as "ARCHITECT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES." This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural services for the **Moreno Valley College Athletic Field & Parking Lot Project, RFQ/P No. 30-25/26-3**, hereinafter referred to as the "PROJECT"; and

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

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

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

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

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

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

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

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

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. The ARCHITECT shall certify to the best of its information, pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any Construction Document for the PROJECT and will ensure that contractors provide the DISTRICT

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

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

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

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

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

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

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

25. **Schematic Design Phase**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. **Bidding & Award Phase**

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

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

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

c. The ARCHITECT shall deposit a reproducible set of Construction Documents including, but not limited to, all drawings and specifications for the PROJECT at a reprographics company specified by the DISTRICT for the bid and for printing of additional sets of the DSA approved Construction Documents during the PROJECT. In accordance with the requirements of this Section, the ARCHITECT shall forward all plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files and/or BIM files) prepared by the ARCHITECT or the ARCHITECT's consultants during the course of the PROJECT to the reprographics company specified by the DISTRICT at no additional cost to the DISTRICT. The DISTRICT may request that such documents be delivered to the reprographics company selected by the DISTRICT in CADD, PLOT, TIFF or ther 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 Eight Hundred Sixty-Seven Thousand Five Hundred Dollars ($867,500) including Fifty Thousand ($50,000) 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 **One Thousand Five Hundred Dollars ($1,500)** 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:	ARCHITECT:
Riverside Community College District 3801 Market Street Riverside, CA 92501 Attn: Hussain Agah Telephone: (951) 222-8871 Facsimile: (951) 222-3588	Westberg White Inc. 7700 Irvine Center Dr. Irvine, CA 92618 Attn: Greg Beard Telephone: (714) 508-1780 Facsimile: (___) ____-____

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

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

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

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

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

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

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

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

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

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

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

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

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

ARCHITECT:

Westberg White Inc.

By: _____

Greg Beard
Principal
7700 Irvine Center Dr.
Irvine, CA, 92618

DISTRICT:

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: _____

Aaron S. Brown
Vice Chancellor
Business & Financial Services

westbergwhite
architecture

RIVERSIDE CCD RFQ/P NO. 30-25/26-3 A/E SERVICES FOR
ATHLETIC FIELD DEVELOPMENT AT MORENO VALLEY
COLLEGE

The fee proposal shall be demonstrated in Not-To-Exceed amount for each of the following: The total design fee proposal is **$816,000.00**; not including potential reimbursable expenses and the District design allowance.

PROJECT PHASE FEES

1. PRELIMINARY PLANS (SCHEMATIC DESIGN & DESIGN DEVELOPMENT)		**$168,000.00**
2. WORKING DRAWINGS		**$403,200.00**
A. CONSTRUCTION DOCUMENTS		$299,600.00
B. DSA PERMIT APPROVAL		$ 59,000.00
C. BIDDING & AWARD		$ 44,600.00
3. ARCHITECTURAL AND ENGINEERING OVERSIGHT		**$244,800.00**
A. CONSTRUCTION ADMINISTRATION		$214,200.00
B. PROJECT CLOSE-OUT		$ 30,600.00
4. REIMBURSABLES		**$ 1,500.00**
5. DISTRICT CONTROLLED DESIGN ALLOWANCE		**$ 50,000.00**
	Total	**$867,500.00**

PROJECT SCHEDULE

DESIGN	9 / 2026 - 1 / 2027
DSA	3 / 2027 – 9 / 2027
PROCURE CONSTRUCTION SERVICES	9 / 2027- 12 / 2027
OVERFLOW PARKING & STREET WIDENING CONSTRUCTION	12 / 2027- 5 / 2028
ATHLETIC FIELD CONSTRUCTION	6 / 20 / 2028 – 2 / 28 / 2029
PROJECT CLOSE-OUT	2 / 2029 – 4 / 2029

Architect:
Westberg+White Inc.

By_____
Gregory Beard
Partner, Principal of Operations

7700 Irvine Center Drive, Suite 100
Irvine, CA, 92618
T 714.508.1780
F 714.508.1790
www.wwarch.com

EXHIBIT "A"

ARCHITECT'S FEE SCHEDULE
(for MVC Athletic Field & Parking Lot Project)

Board of Trustees Regular Meeting (VIII.C)

Meeting	August 18, 2026
Agenda Item	Resources (VIII.C)
Subject	Resources - Moreno Valley College Athletic Field & Parking Lot Project
College/District	Moreno Valley College
Funding	Measure CC
Recommended Action	Recommend approving the Athletic Field & Parking Lot Project and Budget.

Background Narrative:

The State's approval of the MVC Biological & Physical Science (STEM) project for FY 2027-28 has created an important opportunity to address additional college priorities. As a result, funding is now available to advance the MVC Athletic Field & Parking Lot Project and associated amenities that previously lacked an identified funding source. This opportunity allows the College to invest in improvements that enhance student engagement, support academic and athletic programs, and contribute to the long-term development of the campus.

The project includes construction of a regulation athletic field, associated site improvements, and a surface parking lot within the College Park area. The new athletic field will provide a regulation competition venue capable of supporting intercollegiate athletic programs, as existing fields do not meet current requirements for competition. The parking lot will be constructed on the current dirt overflow parking area and will replace parking spaces displaced by construction of the Library Learning Resource Center (LLRC), while providing additional capacity to support future campus facilities, including STEM projects and planned student housing.

The project aligns with MVC's Comprehensive Vision Plan, which prioritizes expanding instructional capacity, improving accessibility, upgrading campus infrastructure, and enhancing student experience through the establishment of athletic programs supported by open space improvements.

The new athletic field will include synthetic turf, Musco lighting, bleachers, restrooms, locker rooms, and team support facilities, creating a flexible environment for instructional programs, competitive athletics, and community use. A new 197 stall surface parking lot will be constructed. Accessibility path of travel improvements will provide safe and accessible circulation between the field, parking, and campus core.

The project supports long term planning by reserving the area across from College Park for future facilities, enabling a cost efficient transition when that project is implemented.

It is requested that the Board of Trustees approve the MVC Athletic Field & Parking Lot Project and total budget of $26,687,605 using Measure CC funding.

Prepared By: Rudy Besikof, President, Moreno Valley College

Majd Askar, Vice President, Business Services, Moreno Valley College
Joumana McGowan, Vice President, Academic Affairs, Moreno Valley College
Aaron S. Brown, Vice Chancellor, Business and Financial Services
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development
Mehran Mohtasham, Director, Capital Planning, Facilities Planning & Development

Attachment(s):

MVC Athletic Field and Parking Lot Budget Allocation & Breakdown

COST ESTIMATE SUMMARY AND ANTICIPATED TIME SCHEDULE - JCAF 32

District: Riverside Community College District | **College:** Moreno Valley College | **CFIS Ref. #:** N/A

Project Name: Athletic Field & Parking Lot Project | **Date Prepared:** 7/10/2026 | **CCI:** N/A | **Budget Ref. #:** N/A

Request For: A ☑ P ☑ W ☑ C ☑ E ☑ DB ☐ | **EPI:** N/A | **Prepared by:** Midpoint

☐ Not Rounded ☑ Rounded — Escalate to Midpoint (FPD Only)

	Total Cost	State Funded	District Funded	
			State Supportable	Non State Supportable
0. Feasibility Studies & Pre-Planning	**$0**	**$0**	**$0**	**$0**
A. Feasibility and Pre-planning Costs	$0			
B. Other Costs	$0			
1. Site Acquisition **Acres:**	**$0**	**$0**	**$0**	**$0**
A. Acquisition	$0			
2. Preliminary Plans **Budget CCI:** N/A	**$883,000**	**$0**	**$0**	**$0**
A. Architectural Fees (for Preliminary Plans)	$400,000			
B. Project Management	$200,000			
C. Office of the State Architect, Plan Check fee	$45,000			
D. Preliminary Tests (Soils, hazardous materials)	$238,000			
E. Other Costs	$0			
3. Working Drawings **Budget CCI:** N/A	**$630,000**	**$0**	**$0**	**$0**
A. Architectural Fees (for Working Drawings)	$400,000			
B. Project Management (for Working Drawings)	$200,000			
C. Office of the State Architect, Plan Check fee	$25,000			
D. Community Colleges Plan Check fee	$0			
E. Other Costs (for Working Drawings)	$5,000			
(Total PW may not exceed 13% of construction)				
4. Construction **Budget CCI:** N/A	**$17,500,000**	**$0**	**$0**	**$0**
A. Utility Service	$0			
B. Site Development, Service	$0			
C. Site Development, General	$0			
D. Other Site Development	$0			
E. Reconstruction	$0			
F. New Construction *(bldg) (w/Group I equip)*	$17,500,000			
G. Board of Governor's Energy Policy Allowance (2% or 3%)	$0			
H. Other Costs	$0			
5. Contingency (Construction-Related Allowances & Fees)	**$3,687,605**	**$0**	**$0**	**$0**
6. Architectural and Engineering Oversight	**$400,000**	**$0**	**$0**	**$0**
7. Tests and Inspections	**$1,173,400**	**$0**	**$0**	**$0**
A. Tests	$433,400			
B. Inspections	$740,000			
8. Construction Management & Labor Compliance Program (if Justified)	**$663,600**	**$0**	**$0**	**$0**
A. Construction Management	$633,600			
B. Labor Compliance Program	$30,000			
9. Total Construction Costs *(items 4 through 8 above)*	**$23,424,605**	**$0**	**$0**	**$0**
10. Furniture and Group II Equipment **Budget EPI:** N/A	**$1,750,000**	**$0**	**$0**	**$0**
11. Total Project Cost *(items 1, 2, 3, 9, and 10)*	**$26,687,605**	**$0**	**$0**	**$0**

12. Project Data	**Outside Gross Square Feet**	**Assignable Square Feet**	**Ratio ASF/GSF**	**Unit Cost Per ASF**	**Unit Cost Per GSF**
Construction	-	-	-	-	-
Reconstruction	-	-	-	-	-

13. Anticipated Time Schedule			
Start Preliminary Plans	9/23/2026	**Advertise Bid for Construction**	10/1/2027
Start Working Drawings	12/15/2026	**Award Construction Contract**	12/19/2027
Complete Working Drawings	3/1/2027	**Advertise Bid for Equipment**	10/1/2027
DSA Final Approval	9/19/2027	**Complete Project**	5/1/2029

	State Funded	**District Funded**		**District Funded Total**
		Supportable	**Non Supportable**	
Acquisition	$ -	$ -	$ -	$ -
Preliminary Plans	$ -	$ -	$ -	$ -
Working Drawings	$ -	$ -	$ -	$ -
Construction	$ -	$ -	$ -	$ -
Equipment	$ -	$ -	$ -	$ -
Total Costs	$ -	$ -	$ -	**$ -**
% of SS Costs	-	-	SS Total	**$ 26,687,605**

Board of Trustees Regular Meeting (VIII.D)

Meeting	August 18, 2026
Agenda Item	Resources (VIII.D)
Subject	Resources Committee - Moreno Valley College Mechanical Plant 2 Chillers Upgrade Project
College/District	Moreno Valley College
Funding	Measure CC
Recommended Action	Recommend approving Mechanical Plant 2 Expansion & Chillers Upgrade project and budget.

Background Narrative:

As detailed planning for the MVC Library Learning Resource Center (LLRC) has progressed and the State approved the Biological & Physical Science (STEM) Final Project Proposal (FPP) for FY 2027-28, an opportunity emerged to reallocate Measure CC funding to the proposed Mechanical Plant 2 Expansion & Chillers Upgrade Project, which will provide the long-term capacity and reliability needed to support these facilities while strengthening Moreno Valley College's central utility infrastructure.

Due to funding constraints, the original plan for the Moreno Valley College Library Learning Resource Center (LLRC) and Biological & Physical Science (STEM) projects was to provide standalone Heating, Ventilation, and Air Conditioning (HVAC) systems, rather than connect the new facilities to Mechanical Plant 2. This approach was fully capable of meeting the HVAC needs of both buildings and represented an acceptable design solution; however, standalone systems are generally less energy-efficient and cost-effective over the long term than serving the facilities through a centralized plant.

Mechanical Plant 2 is a key component of the College's chilled water and HVAC infrastructure. The existing chillers and associated equipment are aging, undersized to support planned campus expansion, and no longer meet current reliability, efficiency, and sustainability standards. The project will expand the mechanical building, replace and upgrade the chillers, pumps, controls, hydronic piping, and supporting infrastructure to provide reliable cooling capacity for the Library Learning Resource Center, STEM (FPP and Expansion) facilities, and future campus development.

Modernizing and expanding the mechanical plant 2 provides the most cost-effective and sustainable long-term solution. Rather than constructing separate standalone HVAC systems for each new facility, a centralized plant reduces lifecycle maintenance and operating costs, improves energy efficiency and system reliability, and creates a scalable infrastructure capable of supporting future instructional, laboratory, and student services facilities

It is recommended that the Board of Trustees approve the MVC Mechanical Plant 2 Expansion & Chillers Upgrade Project and the total project budget of $13,763,364 funded through Measure CC.

Prepared By: Rudy Besikof, President, Moreno Valley College
Majd Askar, Vice President, Business Services, Moreno Valley College
Aaron S. Brown, Vice Chancellor, Business and Financial Services

Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development
Mehran Mohtasham, Director, Capital Planning, Facilities Planning & Development

Attachment(s):

MVC Mechanical Plant 2 Allocation & Breakdown

COST ESTIMATE SUMMARY AND ANTICIPATED TIME SCHEDULE - JCAF 32

District: Riverside Community College District | **College:** Moreno Valley College | **CFIS Ref. #:** N/A

Project Name: Mechanical II Chiller Plant Upgrade | **Date Prepared:** 7/20/2026 | **CCI:** N/A | **Budget Ref. #:** N/A

Request For: A ☑ P ☑ W ☑ C ☑ E ☑ DB ☐ | **EPI:** N/A | **Prepared by:** Midpoint

☐ Not Rounded ☑ Rounded | Escalate to Midpoint (FPD Only)

	Total Cost	State Funded	District Funded	
			State Supportable	Non State Supportable
0. Feasibility Studies & Pre-Planning	**$0**	**$0**	**$0**	**$0**
A. Feasibility and Pre-planning Costs	$0			
B. Other Costs	$0			
1. Site Acquisition **Acres:**	**$0**	**$0**	**$0**	**$0**
A. Acquisition	$0			
2. Preliminary Plans **Budget CCI:** N/A	**$570,000**	**$0**	**$0**	**$0**
A. Architectural Fees (for Preliminary Plans)	$400,000			
B. Project Management	$0			
C. Office of the State Architect, Plan Check fee	$50,000			
D. Preliminary Tests (Soils, hazardous materials)	$120,000			
E. Other Costs	$0			
3. Working Drawings **Budget CCI:** N/A	**$403,000**	**$0**	**$0**	**$0**
A. Architectural Fees (for Working Drawings)	$400,000			
B. Project Management (for Working Drawings)	$0			
C. Office of the State Architect, Plan Check fee	$0			
D. Community Colleges Plan Check fee	$0			
E. Other Costs (for Working Drawings)	$3,000			
(Total PW may not exceed 13% of construction)				
4. Construction **Budget CCI:** N/A	**$10,780,365**	**$0**	**$0**	**$0**
A. Utility Service	$0			
B. Site Development, Service	$0			
C. Site Development, General	$0			
D. Other Site Development	$0			
E. Reconstruction	$10,780,365			
F. New Construction *(bldg) (w/Group I equip)*	$0			
G. Board of Governor's Energy Policy Allowance (2% or 3%)	$0			
H. Other Costs	$0			
5. Contingency (Construction-Related Allowances & Fees)	**$968,759**	**$0**	**$0**	**$0**
6. Architectural and Engineering Oversight	**$251,240**	**$0**	**$0**	**$0**
7. Tests and Inspections	**$340,000**	**$0**	**$0**	**$0**
A. Tests	$180,000			
B. Inspections	$160,000			
8. Construction Management & Labor Compliance Program (if Justified)	**$400,000**	**$0**	**$0**	**$0**
A. Construction Management	$350,000			
B. Labor Compliance Program	$50,000			
9. Total Construction Costs *(items 4 through 8 above)*	**$12,740,364**	**$0**	**$0**	**$0**
10. Furniture and Group II Equipment **Budget EPI:** **N/A**	**$50,000**	**$0**	**$0**	**$0**
11. Total Project Cost *(items 1, 2, 3, 9, and 10)*	**$13,763,364**	**$0**	**$0**	**$0**

12. Project Data	**Outside Gross Square Feet**	**Assignable Square Feet**	**Ratio ASF/GSF**	**Unit Cost Per ASF**	**Unit Cost Per GSF**
Construction	-	-	-	-	-
Reconstruction	-	-	-	-	-

13. Anticipated Time Schedule			
Start Preliminary Plans	8/20/2026	**Advertise Bid for Construction**	1/15/2028
Start Working Drawings	1/2/2027	**Award Construction Contract**	3/16/2028
Complete Working Drawings	4/29/2027	**Advertise Bid for Equipment**	------
DSA Final Approval	12/1/2027	**Complete Project**	8/20/2029

	State Funded	**District Funded**		**District Funded Total**
		Supportable	**Non Supportable**	
Acquisition	$ -	$ -	$ -	$ -
Preliminary Plans	$ -	$ -	$ -	$ -
Working Drawings	$ -	$ -	$ -	$ -
Construction	$ -	$ -	$ -	$ -
Equipment	$ -	$ -	$ -	$ -
Total Costs	$ -	$ -	$ -	**$ -**
% of SS Costs	**-**	**-**	SS Total	**$ 13,763,364**

Board of Trustees Regular Meeting (VI.P)

Meeting	August 18, 2026
Agenda Item	Grants, Contracts and Agreements (VI.P)
Subject	Grants, Contracts and Agreements - Architectural Services Agreement Amendment No. 1 with CannonDesign for the Moreno Valley College Mechanical Plant 2 Chiller Upgrade Project
College/District	Moreno Valley College
Funding	Measure CC
Recommended Action	Recommend approving Architectural Services Agreement Amendment No.1 with CannonDesign for the Moreno Valley College Mechanical Plant 2 Chillers Upgrade Project in the not to exceed amount of $1,056,240.

Background Narrative:

On June 17, 2025, the Board of Trustees approved a contract with CannonDesign to provide architectural services for the Library Learning Resource Center (LLRC) Project at Moreno Valley College in the amount of $5,950,000.

Due to funding limitations, the original plan for the LLRC project was to provide standalone Heating, Ventilation, and Air Conditioning (HVAC) systems to meet the HVAC needs of the building.

As a result of facility planning efforts, as well as anticipated approval of state funding for the MVC Biological & Physical Science (STEM) building, an opportunity emerged to reallocate Measure CC funding to the proposed Mechanical Plant 2 Expansion & Chillers Upgrade Project. This expansion and upgrade represents a significant improvement over installation of standalone HVAC systems by providing long term capacity, operational efficiency, and reliability needed to support the LLRC, Biological & Physical Science (STEM) and STEM Expansion projects while consolidating the College's central utility infrastructure.

District staff collaborated with CannonDesign to integrate the Library Learning Resource Center (LLRC) and establish a future connection pathway for the STEM facilities to Mechanical Plant 2, necessitating infrastructure expansion and chiller upgrades to support the increased cooling capacity.

It is recommended that the Board of Trustees approve Amendment No. 1 with CannonDesign to provide architectural services for the Moreno Valley College Mechanical Plant 2 Expansion and Chillers Upgrade Project in an amount not to exceed $1,056,240, resulting in a revised total agreement amount of $7,006,240.

The term of the agreement remains unchanged, extending from July 1, 2025, through project completion.

Prepared By: Rudy Besikof, President, Moreno Valley College
Majd Askar, Vice President, Business Services, Moreno Valley College

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

Attachment(s):

Architectural Services Agreement Amendment No. 1

FIRST (1) AMENDMENT TO AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
CannonDesign
(Moreno Valley College Mechanical Plant 2 Chillers Upgrade Project - a secondary effect to the Moreno Valley College Library Learning Resource Center Project)

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

The agreement is hereby amended as follows:

Additional compensation of this amended agreement shall not exceed $1,056,240 including reimbursable expenses, totaling agreement to $7,006,240. The term of this agreement shall be from the original agreement date of July 1, 2025, to the completion of the project.

Payments and final payment shall coincide with original agreement.

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

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

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

CANNONDESIGN

By: _____ August 14, 2026
Jenny Delgado
Principal
11801 Pierce Street, Suite# 200
Riverside, CA 92505

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT

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

Date: _____

Exhibit I

Project: *Moreno Valley College Mechanical Plant 2 Chillers Upgrade Project, a secondary effect to the Moreno Valley College Library Learning Resource Center Project*

Scope of Work to Amendment No. 1: *Provide architectural and engineering design services to increase the cooling capacity of Mechanical Plant 2 through the addition of new water-cooled chillers. The scope of work includes schematic design, design development, construction documents, DSA submission and approvals, permitting, utility connections, bidding support, construction administration, and project closeout. This project is a secondary effect of the new Library Learning Resource Center, a State-funded capital project. The Mechanical Plant 2 cooling capacity upgrade is necessary to support the additional cooling demand created by the new facility. Funding for this project will be provided through Measure CC.*

$5,950,000	*Architectural Services Agreement for the Library Learning Resource Center at Moreno Valley College.* *Funding Measure CC and Capital Outlay Allocation.*
$1,056,240	***Agreement Amendment No. 1*** *for the architectural & engineering design services for the mechanical plant 2 chiller upgrades project, as a secondary effect to the Library Learning Resources Center Project.* *Funding: Measure CC*
$7,006,240	***Grand Total***

CANNONDESIGN

July 27, 2026 R3
July 8, 2026 R2
June 29, 2026 R1
June 5, 2026

Mr. Mehran Mohtasham, Director of Capital Planning, Facilities Planning and Development
RCCD | Moreno Valley College
3801 Market Street, 3rd Floor
Riverside, CA 92501

Re: MVC – Library Learning Resource Center
Additional Services Proposal for Mechanical Plant II- Water Cooled System – Implementation
CannonDesign Project No. 7761.00 | ASR 04 R3

Dear Mehran:

CannonDesign at your request has revised this supplemental services fee proposal for architectural and engineering services related to the expansion of Mechanical Plant II at Moreno Valley College. We have further adjusted the scope of work based on your email comments from July 17, 2026 and a follow up conversation on July 20, 2026.

Project Understanding

Moreno Valley College currently operates Mechanical Plants I and II. Mechanical Plant II serves the Humanities Building. As part of the Library Learning Resource Center (LLRC) project, the design team was asked to evaluate expanding Plant II to also serve the LLRC, as well as the future Food Service/Bookstore and STEM buildings.

P2S has completed and provided evaluations of air-cooled vs. water-cooled chiller system for the expansion with associated cost ROM for both systems. The district would like to proceed with the water-cooled chiller system (refer to Attachment A) with an estimated construction cost of $10,693,927 as indicated in MGAC's cost estimate report dated April 24, 2026 (Attachment B).

The expansion of Mechanical Plant II includes addition of 1,800 SF for enclosed space and 900 SF (no roofing structure) of outdoor open yard and associated site work based on the studies previously done by P2S engineering and approved by RCCD.

During our July 20 conversation, we were asked to shift from the proposed water-cooled chiller system to a prefabricated system similar to the product used at Norco. After further investigation, Carrier and Chil-Pak indicated they would not work with DSA due to the stringent review processes they have experienced. As a result, the benefits of a prefabricated unit are outweighed by the extended DSA review timeline. This proposal has been revised to include landscape scope to the proposal. To achieve the most efficient design process, the design team will start designing this expansion once we receive all owner required information.

Scope of Services

Based upon the above project understanding, CannonDesign and its consultants will provide the following services:

Construction Document Phase:

1. Perform one (1) site visit for the team to assess current conditions and determine if there will be additional data needed from the District.
2. Coordination with other disciplines to ensure utility information is validated and capacity is verified.
3. Civil will provide final horizontal and vertical location of project elements.
4. Demolition plan, paving, grading utility plan, and drainage plans.
5. Prepare drawings and specifications for DSA submission

Permitting Phase:

1. Coordination with DSA for comments and backcheck process.
2. Address and make required corrections to plans and specifications for approval.

Schedule

Funding for Mechanical Plant II is separate from the state funding for the LLRC, therefore, this scope of work will be a separate application number and drawings package to be submitted to DSA for review and approval. The intent is for the design team assigned to the central plant to concurrently execute this scope of work in parallel with Construction Document phase for the LLRC.

We are assuming the following schedule:

Design Development:	4 weeks	No deliverable. Needed for internal setting up of the building
Construction Documents	16 weeks	Only one deliverable at 95% CD with cost estimate.
Construction Administration	80 weeks	Assuming 26 weeks of lead time for new HVAC equipment.

Additional fees will apply if the construction period is extended.

CannonDesign will proceed with the services outlined here after receiving written notice to proceed and the owner required information from the district necessary to design the water-cooled central plant building.

Compensation

CannonDesign proposes a revised total lump-sum fee of **$1,056,240** for the services outlined herein, to be billed upon completion of the construction documents. The fee breakdown is as follows:

CannonDesign	Architecture	$510,000
JAMA	Structural	$106,240
P2S	MEP	$360,000
PSOMAS	Civil	$55,000
MIG	Landscape	$5,000
MGAC	Cost Estimating	$20,000
		$1,056,240

The fee schedule is outlined by phase below:

Design Development	$	264,060
Construction Documents	$	316,872
DSA Submittal/Permitting	$	105,624
Bid/Award	$	31,687
Construction Administration	$	316,872
Closeout	$	21,125

Owner required information before starting design:

1. Accurate and current Geotechnical Report,
2. Underground utility survey and locating underground utilities
3. Detailed topographic survey of the area identified in exhibit A.

Scope of Work Assumptions / Exclusions

This proposal is based on the following assumptions and exclusions:

1. Assumes the design team will have an accurate and current Geotechnical Report, Underground utility survey and a detailed topographic survey of the area identified in exhibit A.
2. ~~Excludes Landscape and Irrigation Scope of work.~~ Landscape scope of work has been added back to this proposal for irrigation only.
3. Excludes value engineering following the terms of the prime agreement.
4. Excludes any additional options not part of the scope of services.
5. Excludes any consultant not listed above.
6. Excludes submittal phases other than 95% CD (DSA submittal). We will have bi-weekly reviews with Mehran to review design progress.
7. Excludes separate bid packages- Pending conversation with DSA to address the procurement of the 3rd unit after closing this DSA A#.
8. Any photovoltaics for the new CCP building.
9. LEED certification for the new CCP building.
10. Proposal excludes site upgrades beyond the limit of work line identified for the mechanical yard expansion.
11. Life Cycle Cost analysis is not included in this fee.
12. Any further energy modeling for the new CCP is excluded (not required). The new LLRC envelope complies with T-24 prescriptively.
13. Upgrades to existing energy management systems in existing buildings are not included in the scope of services.
14. Any mechanical system upgrades in existing buildings connected to the central plant are not included in our scope of services.
15. Any replacement of existing underground piping and provision of booster pumps required in remotely hydraulic buildings is not included in our scope.
16. Structural drawings and calculations for (3) 300ton chillers and the enclosure in the scope of this DSA application.
17. This proposal excludes Accessible Path of Travel (POT) beyond the limit of work identified in the scope of the Mech Plant II. We will be connecting to the existing DSA approved Humanities building POT.

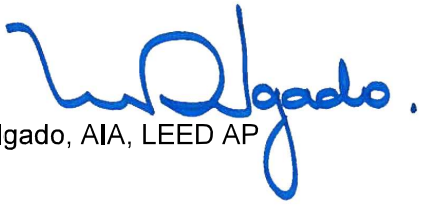
18. This proposal assumes that the design team will not start designing until an accurate topographic survey and underground utilities survey have been provided to us.

Terms and Conditions

The services proposed are under the terms and conditions in the Architectural Services Agreement RFQ/P No. 42-24/25-3, dated July 1,2025.

Thank you again for this opportunity. We look forward to discussing this proposal with you further.

Sincerely,



Jenny Delgado, AIA, LEED AP
Principal

Cc: Cindy Lai, Project Manager

Board of Trustees Regular Meeting (VIII.E)

Meeting	August 18, 2026
Agenda Item	Resources (VIII.E)
Subject	Resources Committee - Norco College Central Plant F-1 Chillers Upgrade & Infrastructure Project
College/District	Norco College
Funding	Measure CC
Recommended Action	Recommend approving the Central Plant F-1 Chillers Upgrade & Infrastructure Project and budget.

Background Narrative:

As detailed planning for the NC Library Learning Resource Center & Student Services and its associated secondary effects project has progressed, an opportunity has emerged to reallocate Measure CC funding to the proposed Central Plant F-1 Chillers Upgrade & Infrastructure Project, which will provide the long-term capacity and reliability needed to support the facility while strengthening Norco College's central utility infrastructure.

Due to funding constraints, the original plan for the Norco College Library Learning Resource Center (LLRC) and Student Services project was to provide standalone Heating, Ventilation, and Air Conditioning (HVAC) systems rather than connect the new facilities to the Central Plant. This approach was fully capable of meeting the HVAC needs of the building and represented an acceptable design solution; however, standalone systems are generally less energy-efficient and cost-effective over the long term than serving the facilities through a centralized plant.

Central Plant F-1 is a key component of the College's chilled water and HVAC infrastructure. The existing chillers and associated equipment are aging, undersized to support planned campus expansion, and no longer meet current reliability, efficiency, and sustainability standards. The project will expand the mechanical building, replace and upgrade the chillers, pumps, controls, hydronic piping, and supporting infrastructure to provide reliable cooling capacity for the Library Learning Resource Center & Student Services building.

Modernizing and expanding the central plant F-1 provides the most cost-effective and sustainable long-term solution. Rather than constructing separate standalone HVAC systems for each new facility, a centralized plant reduces lifecycle maintenance and operating costs, improves energy efficiency and system reliability, and creates a scalable infrastructure capable of supporting future instructional, laboratory, and student services facilities

It is recommended that the Board of Trustees approve the NC Central Plant F-1 Chillers Upgrade & Infrastructure Project and the total project budget of $9,148,853, funded through Measure CC.

Prepared By: Monica Green, President, Norco College
Michael Collins, Vice President, Business Services, Norco College
Aaron S. Brown, Vice Chancellor, Business and Financial Services

Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development
Mehran Mohtasham, Director, Capital Planning, Facilities Planning & Development

Attachment(s):

NC CP F1 Chillers Upgrade & Infrastructure Allocation & Breakdown

COST ESTIMATE SUMMARY AND ANTICIPATED TIME SCHEDULE - JCAF 32

District: Riverside Community College District | **College:** Norco College | **CFIS Ref. #:** N/A

Project Name: NC CP F1 Chiller Plant Chillers Upgrade & Infrastructure | **Date Prepared:** 7/16/2026 | **CCI:** N/A | **Budget Ref. #:** N/A

Request For: A ☑ P ☑ W ☑ C ☑ E ☑ DB ☐ | **EPI:** N/A | **Prepared by:** Midpoint

☐ Not Rounded ☑ Rounded — Escalate to Midpoint (FPD Only)

	Total Cost	State Funded	District Funded	
			State Supportable	Non State Supportable
0. Feasibility Studies & Pre-Planning	**$0**	**$0**	**$0**	**$0**
A. Feasibility and Pre-planning Costs	$0			
B. Other Costs	$0			
1. Site Acquisition Acres:	**$0**	**$0**	**$0**	**$0**
A. Acquisition	$0			
2. Preliminary Plans Budget CCI: N/A	**$309,510**	**$0**	**$0**	**$0**
A. Architectural Fees (for Preliminary Plans)	$139,510			
B. Project Management	$0			
C. Office of the State Architect, Plan Check fee	$50,000			
D. Preliminary Tests (Soils, hazardous materials)	$120,000			
E. Other Costs	$0			
3. Working Drawings Budget CCI: N/A	**$236,030**	**$0**	**$0**	**$0**
A. Architectural Fees (for Working Drawings)	$233,030			
B. Project Management (for Working Drawings)	$0			
C. Office of the State Architect, Plan Check fee	$0			
D. Community Colleges Plan Check fee	$0			
E. Other Costs (for Working Drawings)	$3,000			
(Total PW may not exceed 13% of construction)				
4. Construction Budget CCI: N/A	**$6,953,139**	**$0**	**$0**	**$0**
A. Utility Service	$0			
B. Site Development, Service	$0			
C. Site Development, General	$0			
D. Other Site Development	$0			
E. Reconstruction	$6,753,139			
F. New Construction *(bldg) (w/Group I equip)*	$0			
G. Board of Governor's Energy Policy Allowance (2% or 3%)	$0			
H. Other Costs	$200,000			
5. Contingency (Construction-Related Allowances & Fees)	**$607,259**	**$0**	**$0**	**$0**
6. Architectural and Engineering Oversight	**$252,915**	**$0**	**$0**	**$0**
7. Tests and Inspections	**$340,000**	**$0**	**$0**	**$0**
A. Tests	$180,000			
B. Inspections	$160,000			
8. Construction Management & Labor Compliance Program (if Justified)	**$400,000**	**$0**	**$0**	**$0**
A. Construction Management	$350,000			
B. Labor Compliance Program	$50,000			
9. Total Construction Costs *(items 4 through 8 above)*	**$8,553,313**	**$0**	**$0**	**$0**
10. Furniture and Group II Equipment Budget EPI: N/A	**$50,000**	**$0**	**$0**	**$0**
11. Total Project Cost *(items 1, 2, 3, 9, and 10)*	**$9,148,853**	**$0**	**$0**	**$0**

12. Project Data	Outside Gross Square Feet	Assignable Square Feet	Ratio ASF/GSF	Unit Cost Per ASF	Unit Cost Per GSF
Construction	-	-	-	-	-
Reconstruction	-	-	-	-	-

	State Funded	District Funded Supportable	District Funded Non Supportable	District Funded Total
Acquisition	$ -	$ -	$ -	$ -
Preliminary Plans	$ -	$ -	$ -	$ -
Working Drawings	$ -	$ -	$ -	$ -
Construction	$ -	$ -	$ -	$ -
Equipment	$ -	$ -	$ -	$ -
Total Costs	$ -	$ -	$ -	$ -
% of SS Costs	-	-	SS Total	**$ 9,148,853**

13. Anticipated Time Schedule

Start Preliminary Plans	8/20/2026	**Advertise Bid for Construction**	1/15/2028
Start Working Drawings	1/2/2027	**Award Construction Contract**	3/16/2028
Complete Working Drawings	4/29/2027	**Advertise Bid for Equipment**	------
DSA Final Approval	12/1/2027	**Complete Project**	7/1/2029

FACILTIES PLANNING AND DEVLEOPMENT
PROJECT SUMMARY STATUS UDPATES (October 08, 2026)

Moreno Valley College (MVC)	
Library Learning Resource Center (LLRC)	This is a State and Measure CC-funded facility project. The design is near completion and is scheduled for submission to the Division of State Architect (DSA) by November 23, 2026. Occupancy is scheduled for August 2030.
BCTC Education Building 2-A	This is a State and Measure CC-funded facility project. The design is near completion and is scheduled for submission to the Division of State Architect (DSA) by October 10, 2026. Occupancy is scheduled for February 2030.
Athletic Field & Parking Lot	This is a Measure CC-funded facilities project. The project will provide a new athletic field within College Park and an additional parking lot, and is currently in design. Completion is scheduled for April 2029.
Norco College (NC)	
Center for Human Performance & Kinesiology (CHP+K)	This is a State and Measure CC-funded facility project. The project is currently under construction. Occupancy is scheduled for Fall 2027.
Library Learning Resource Center & Student Services (LLRC & Student Services)	This is a State and Measure CC-funded facility project. The design is near completion and is scheduled for submission to the Division of State Architect (DSA) by October 20, 2026. Occupancy is scheduled for Fall 2030. This project includes secondary-effects demolition and relocation of the Student Services Administration (SSA) and Campus Resource Center (CRC) into temporary swing space during construction. The design is near completion and is scheduled for submission to the Division of State Architect (DSA) by October 5, 2026. Occupancy is scheduled for August 2027.

Corona Education Center (CEC)	This is a Measure CC-funded facilities project. Educational program offerings and space allocation programming meetings with the planning consultant and college stakeholders are ongoing, with a target completion date of October 30, 2026. Occupancy is scheduled for August 2031.
Riverside City College (RCC)	
Cosmetology	This is a State and Measure CC-funded facility project. The design is near completion and is scheduled for submission to the Division of State Architect (DSA) by October 15, 2026. Occupancy is scheduled for September 2029.
Advanced Technology (ATEC) & ATEC Secondary Effects	This is a Measure CC-funded facilities project. The project is currently under design with completion of preliminary plans and submission to the State Chancellor's Office by February 5, 2027. Occupancy is scheduled for August 2032. This project includes secondary-effects demolition and relocation of programs in the Technical B building, including Applied Digital Media (ADM), demolition and relocation of the Network Operations Center (NOC) and relocation of the Maintenance and Operations Grounds Yard. The ATEC secondary-effects project is currently in the planning and programming phase. Occupancy is scheduled for April 2029.
Inland Empire Technical Trade Center (IETTC)	This project is funded by Measure CC. The district continues to coordinate with the City of Jurupa Valley on site entitlement and is expected to go to the Planning Commission by the end of October 2026. Programming meetings with the planning consultant and college's stakeholders are underway, with a target completion date of December 10, 2026. Occupancy is scheduled for January 2032.

Riverside Community College District

Citizens' Bond Oversight Committee

2025-26

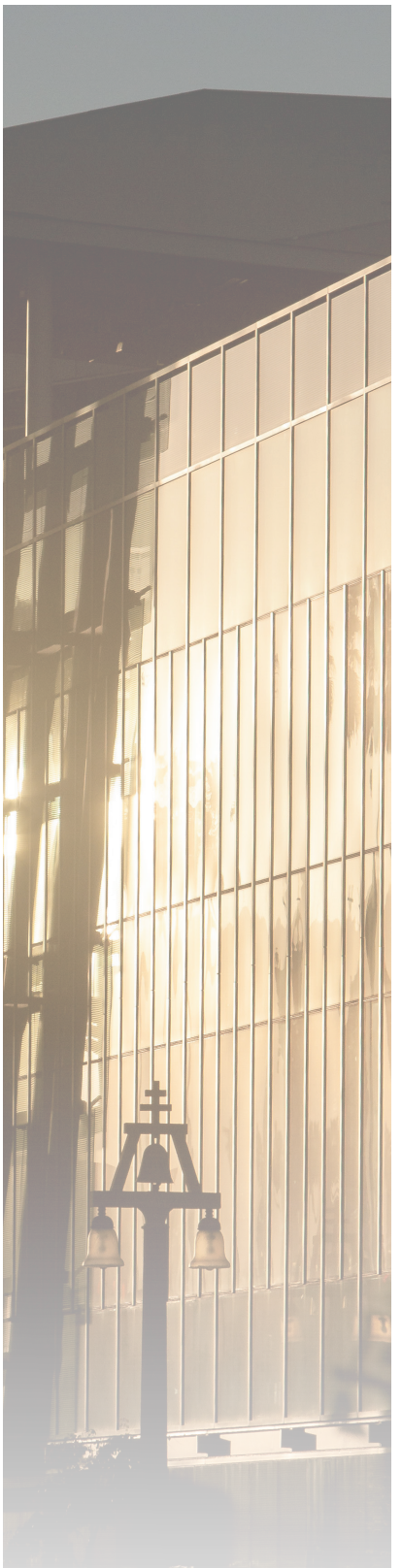
ANNUAL REPORT











Citizens' Bond Oversight Committee

Riverside Community College District (RCCD) appreciates the community's support for students and its colleges. The passage of Measure C in March 2004 and Measure CC in 2024 provided funding for much-needed projects to accommodate the growing number of students in the District.

Proceeds from these bonds are designated to help pay for the acquisition, construction, improvement, and renovation of various college facilities as outlined in the ballot measures.

The Citizens' Bond Oversight Committee (CBOC) of appointed citizens oversees the expenditure of funds and the annual performance audit and financial audit of bond funds and projects. The CBOC, consisting of seven members, is responsible for ensuring that Measures C and CC expenditures follow Proposition 39, and informing how the bonds proceeds are used through annual reports to the RCCD Board of Trustees and the public.

2025-26 CBOC Members:

- Don Kindred, Business Representative
- Gabriel Graves, RCCD Student Representative
- Jordan Wright, Community Member At-Large Representative
- Michael Vahl, Senior Citizen Organization Representative
- Monica Delgadillo-Flores, *Vice Chair*, College Advisory Organization Representative
- Patricia Reynolds, *Chair*, Taxpayers Representative
- Sheryl Plumley, Community Member At-Large Representative

Proceedings and Activities

Meetings of the Citizens' Bond Oversight Committee

The CBOC conducts its meetings in accordance with the provisions of the Ralph M. Brown Public Meeting Act Government Code Sections 54950 et seq. Meeting notices and agendas are sent to members of the Committee within the required period and are posted at RCCD campuses and education centers. Meeting notices, agendas, minutes, documents, and reports received by the Committee are a matter of public record and are available through the RCCD website: ***http://rccd.edu/cboc*** or by emailing the RCCD Office of Institutional Advancement & Economic Development at ***CBOC@rccd.edu***.

MEETING: JULY 10, 2025

Riverside Community College District
Held In-Person at the District Office

CBOC Overview Training

Stradling Yocca Carlson & Rauth LLP CBOC Overview Training

Nic Heuer presented about the Brown Act Basics and explained that this committee an Independent Citizens' Bond Oversight committee and the Bylaws are established based on the education code. The CBOC members are subject to the Brown Act to facilitate public participation in local government meetings. Meetings should be held in public; agendas need to be posted publicly; and items need to be agendized. The Resolution Ordering Measure CC was discussed including the bond project list of projects that the District can conduct under the passed bond.

Measure CC Distribution

2024 Measure CC Distribution

VC Brown presented about the approval of the 2024 Measure CC Distribution based on the current information provided. On November 5, 2024, $940M was secured through local community funding and $200M in state funding.

Measure C Financial Update - Project Commitments Summary Report

Project Commitments Summary Report - Jun. 2025

Director Griffin shared that this summary is through June 2025 and anything highlighted is what has changed from the last meeting. The cash flow has changed by $600K due to the Student Services Welcome Center project as well as the capital project management software, support and maintenance system upgrade called Logic Domain as well as ongoing staffing costs. The completed project sections have changed about $41K due to the software program changes. The non-Measure C column is due to the Logic Domain software. Member Plumley inquired if this was a summary page vs. the detailed overview page but one page captures Measure C and the other is non-Measure expenditures. Director Griffin will share the data to the CBOC post meeting.

Measure C Financial Update - CPES

Capital Program Executive Summary Report - Jun. 2025

Director Griffin shared that this report is a CPES and summarizes any kind of budget changes that have occurred since the last meeting. It reflects anything that has happened May through June. This has changed $41K due to the Logic Domain and non-Measure C funding is changed for the same amount due to the Logic Domain software. Member Plumley inquired about the spend out of Measure C funds being fully spent out and Director Griffin is focused that this will be spent out.

Measure CC Financial Update - Project Commitments Summary Report

Project Commitments Summary Report - Jun. 2025

Director Griffin shared that this report is going to report on any kind of activities through June prior to closing. There is a reduction of cash on hand in $946K due to the Corona Center of the Parker Domain and the F2 Chiller Plant Upgrade project which this is



one of two secondary effects of the Kinesiology project at Norco College (NC). The issuance is at 205 due to the reconciliation of the issuance costs. There is no budget information yet and final budget will be taken to the September Board of Trustees (BOT) meeting.

Measure C/CC Projects Update - Board Reports

Board Reports Using Measure C/CC Funding - Jun. 2025

AVC Agah provided an update about the reports that went before the BOT. The reports were: (1) Special Inspection and Testing Services Agreement for the NC Center for Human Performance & Kinesiology Project with MTGL for the not to exceed amount of $705,271; (2) Architectural Services Agreement with CannonDesign for the Library Learning Resource Center Project at Moreno Valley College (MVC) in the not to exceed amount of $5,950,000; (3) Architectural Services Agreement with DLR Group for the Library Learning Resource Center & Student Services at NC in the not to exceed amount of $3,998,010; (4) Consultant services agreement with Gafcon PMCM LLC in the total amount of $4,198,648; (5) Architectural Services Agreement with Westgroup Designs for the Cosmetology Building Project at Riverside City College (RCC) in the not to exceed amount of $2,700,000; (6) Architectural Services Agreement with HMC Architects for the Education Building 2A Project at Ben Clark Training Center (BCTC) in the not to exceed amount of $2,280,000; (7) Inspection Services Agreement for the NC Center for Human Performance & Kinesiology Project with Knowland Construction Services for the not to exceed amount of $464,592; and (8) Inspection Services Agreement for the NC STEM 100 Renovation for CACT Relocation Project with Knowland Construction Services for the not to exceed amount of $118,860.

Measure C/CC Project Summary Status Updates

Measure C/CC Project Summary - Jul. 2025

AVC Agah presented the Project Summary Status updates. The Measure C project is at MVC for the Organic Chemistry Lab. The Measure CC projects include: (1) Program Management Support & Advisory Services at the District; (2) Library Learning Resource Center at MVC; (3) Center for Human Performance & Kinesiology at NC; (4) Library Learning Resource Center & Student Services at NC; (5) Cosmetology at RCC; and (6) Education Building 2-A at BCTC.

Business from Committee Members

Other Business

No business discussed aside from checks and balances for the spend out of bond funds.



MEETING: OCTOBER 9, 2025

Riverside Community College District
Held In-Person at the District Office

Measure C Financial Update - Project Commitments Summary Report

Project Commitments Summary Report - Jun. 2025

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

Measure CC Financial Update - Project Commitments Summary Report

Project Commitments Summary Report - Sep. 2025

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

Measure C/CC Projects Update - Board Reports

Board Reports Using Measure C/CC Funding - Oct. 2025

AVC Agah provided an update about the reports that went before the BOT. The reports were: (1) MVC BCTC Education Building 2-A Project; (2) MVC Library Learning Resource Center Project; (3) NC Library Learning Resource Center & Student Services Project; (4) NC Center for Human Performance & Kinesiology Project; (5) RCC Cosmetology Project; (6) Corona Education Center (CEC) Demolition and Abatement - Change Order No. 1 for Interior Demolition, Inc; and (7) District Measure C Closeout Report

Measure C/CC Project Summary Status Updates

Measure C/CC Project Summary - Oct. 2025

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

2024-25 CBOC Annual Report

CBOC Annual Report

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

Proposition 39 - Measure C Audit

Measure C Audit Presented by Eide Bailly LLP

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

Proposition 39 - Measure CC Audit Updated From Eide Bailly LLP

Measure CC Audit Presented by Eide Bailly LLP

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

Business from Committee Members

Other Business

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



MEETING: JANUARY 8, 2026

Riverside Community College District
Held In-Person at the District Office

Chair and Vice Chair Vote for 2026

Vote for 2026 Chair and Vice Chair

Member Reynolds was nominated as chair by member Plumley and seconded by member Delgadillo (5 ayes). Member Delgadillo was nominated as vice chair by member Plumley and member Wright seconded (5 ayes). Member Vahl arrived at 3:03pm after votes were captured.

Measure CC Financial Update - Project Commitments Summary Report

Project Commitments Summary Report - Dec. 2025

Presented by Director Griffin that shared there is a reduction of cash on hand by $912K due to CEC, Kinesiology Project at NC and staffing costs, Building Chiller upgrade at NC, BCTC Phase 2A and balance of smaller payments. Member Plumley inquired about the total in-progress or initial and the total all columns. Director Griffin elaborated that the numbers are a redundancy from the layout of the document and there will be a review of the data to clean up the table.



Measure C/CC Projects Update - Board Reports

Board Reports Using Measure C/CC Funding - Dec. 2025

AVC Agah provided an update about the reports that went before the BOT. The five reports were: (1) Inspection Services Agreement with TYR, Inc. for the NC, F2 Chiller Plant Upgrade Project; (2) Professional Services Agreement Amendment No. 1 with ALMA Strategies for Capital Outlay Planning Services; (3) Project Management Information System (PMIS) Agreement with Solution Guidance Corporation; (4) Architectural Service Agreement Amendment No. 1 with DLR Group for the NC Temporary Swing Space Project; (5) Planning and Programming Consulting Services Agreement with Steinberg Hart for the CEC Project.

Measure CC Project Summary Status Updates

Measure CC Project Summary - Jan. 2026

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

Business from Committee Members

Other Business

Chancellor Isaac introduced Deputy Chancellor and Provost Rivera-Lacey to the CBOC. Dr. Isaac thanked the CBOC for their volunteer work assisting the District with accountability with bond funds. Chair Reynolds thanked District staff for their support to the CBOC.

MEETING: APRIL 9, 2026

Riverside Community College District
Held In-Person at the District Office

Measure CC Financial Update - Project Commitments Summary Report

Project Commitments Summary Report - Mar. 2026

VC Brown presented the changes from the last quarter was due to the amount of cash on hand. The amount of interest earned was about $2M and $2.35M in expenditures. Questions were received from member Kindred about a series being opened for $205M and member Plumley inquired about the interest income reinvestment. Chair Reynolds asked if the interest is added back into the budget for reinvestment.

Measure C/CC Projects Update - Board Reports

Board Reports Using Measure C/CC Funding - Mar. 2026

AVC Agah provided an update about the reports that went before the BOT. The two reports were: (1) recommend approving the Consulting Services Agreement with Glumac, a Tetra Tech Company, for college campus infrastructure planning in the not to exceed amount of $3,550,494; and (2) recommend approving an Architectural Services Agreement with Westgroup Designs for the Advanced Technology (ATEC) Secondary Effect Project at RCC in the not to exceed amount of $2,524,000.

Measure CC Project Summary Status Updates

Measure CC Project Summary - Apr. 2026

AVC Agah presented the Project Summary Status updates. The Measure CC projects at MVC include: (1) Library Learning Resource Center and (2) BCTC - Education Building 2-A. The Measure CC projects at NC include: (1) Center for Human Performance & Kinesiology ; (2) Library Learning Resource Center & Student Services; and (3) CEC. The Measure CC projects at RCC include: (1) Cosmetology; (2) Applied Technology Secondary Effect; and (3) IETTC.

Business from Committee Members

Other Business

No business from committee members discussed.



Statement of Compliance

This Annual Report is submitted to the RCCD Board of Trustees by the Riverside Community College District Citizens' Bond Oversight Committee. This Committee advises that, to the best of its knowledge, the Riverside Community College District complies with the requirements in Article XIIIA, Section 1(b)(3) of the California Constitution. In particular, bond revenue has been expended only for the purposes so described in Measure C and no funds were used for any teacher or administrative salaries or other operating expenses as prohibited by Article XIIIA, Section (b) (s) (a) of the California Constitution.

Respectfully submitted by:

Patricia Reynolds, Chair
Citizens' Bond Oversight Committee

Date: _____, 2026







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CITIZENS' BOND OVERSIGHT COMMITTEE

2025-26 Annual Report

Submitted to the
Riverside Community College District Board of Trustees

Date: _____, 2026

http://rccd.edu/committees/cboc