

**CITIZENS' BOND OVERSIGHT COMMITTEE  
DISTRICT OFFICE, CONFERENCE ROOM 309  
3801 MARKET STREET, RIVERSIDE, CALIFORNIA 92501  
APRIL 9, 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](mailto:CBOC@rccd.edu), which will be read during the public comment portion of the meeting. Submissions by email must be received prior to 3pm the day of the meeting to be included.

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

**I. CALL TO ORDER**

**II. COMMENTS FROM THE PUBLIC**

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

**III. APPROVAL OF MINUTES**

- a. Minutes from January 8, 2026  
*Recommended Action: Approval*

**IV. MEASURE CC FINANCIAL UPDATE**

- a. Measure CC – Project Commitments Summary Report as of March 31, 2026  
*Information Only*

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

a. Board Reports Using Measure C/CC Funding as of March 31, 2026  
*Information Only*

b. Measure CC Project Summary Status Updates as of April 9, 2026  
*Information Only*

VI. **BUSINESS FROM COMMITTEE MEMBERS**

a. Other Business  
*Discussion Only*

VII. **ADJOURN**

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

**COMMITTEE MEMBERS PRESENT**

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

**COMMITTEE MEMBERS ABSENT**

Gabriel Graves

**DISTRICT EMPLOYEES PRESENT**

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

**CALL TO ORDER**

The meeting was called to order at 3:01pm by vice chair Reynolds and the pledge of allegiance was taken.

**PUBLIC COMMENTS**

No public comments were received.

**ELECTION OF 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.

**APPROVAL OF MINUTES FROM OCTOBER 9, 2025**

Motioned by member Wright and seconded by member Kindred (6 ayes).

**MEASURE CC FINANCIAL UPDATE - PROJECT COMMITMENTS SUMMARY REPORT AS OF DECEMBER 31, 2025**

Presented by Director Griffin that shared there is a reduction of cash on hand by \$912K due to Corona Ed Center, Kinesiology Project at Norco College (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 USING MEASURE C/CC FUNDING AS OF DECEMBER 9, 2025**

AVC Agah provided an update about the reports that went before the Board of Trustees. 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 Corona Education Center (CEC) Project.

**MEASURE CC PROJECT SUMMARY STATUS UPDATES AS OF JANUARY 8, 2026**

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

**BUSINESS FROM COMMITTEE MEMBERS**

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.

**ADJOURN**

The meeting adjourned at 3:21pm.

**Riverside Community College District**  
**Measure CC - Project Commitments Summary**  
**Series 2025 A**  
**as of March 31, 2026**

**Measure CC Authorization**

Voter Approved Measure CC Authorization - February 2025	\$	954,000,000
Issuances Series 2025 A		<u>(205,000,000)</u>
Remaining Measure CC Authorization	\$	<u>749,000,000</u>

**Measure CC - Cash on Hand**

**\$ 180,935,970**

**Proceeds/Income**

<u>Issuance Proceeds</u>		
Series 2025 A	\$	205,000,000
<u>Interest Income</u>		
FY 2024-2025		2,745,543
<u>Fair Market Value of Investments</u>		
FY 2024-2025		<u>463,335</u>
Total Proceeds/Income	\$	208,208,878

**Project Commitments / Proposed Projects**

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

**Riverside Community College District  
Measure CC - Project Commitments Summary  
as of March 31, 2026**

Project	Project Funding Source						Actual Measure CC Expenditures thru 03/31/26
	Current Board Approved Measure CC Project Budget	Estimated Additional Measure CC Budget Requirements	Total Estimated Measure CC Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget		
<b>Riverside City College</b>			<b>\$ 218,604,256</b>				
<b><u>Completed</u></b>							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Riverside City College Completed Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b><u>In-Progress or Initial Phase</u></b>							
Cosmetology Building	\$ 37,332,036	\$ -	\$ 37,332,036	\$ 19,857,000	\$ 57,189,036	\$ 320,188	
Cosmetology Building - 2nd Effects	8,000,000	-	8,000,000	-	8,000,000	-	
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Riverside City College In-Progress or Initial Phase Projects	\$ 45,332,036	\$ -	\$ 45,332,036	\$ 19,857,000	\$ 65,189,036	\$ 320,188	
Total All Riverside City College Projects	\$ 45,332,036	\$ -	\$ 45,332,036	\$ 19,857,000	\$ 65,189,036	\$ 320,188	
<b><u>Five Year Capital Construction Plan</u></b>							
Advanced Technology	\$ 132,272,220	\$ -	\$ 132,272,220	\$ 70,600,000	\$ 202,872,220		
Advanced Technology - 2nd Effects	21,000,000	-	21,000,000	-	21,000,000		
Central Plant Infrastructure/Equipment	20,000,000	-	20,000,000	-	20,000,000		
Total Riverside City College 5 Yr Capital Construction Plan	\$ 173,272,220	\$ -	\$ 173,272,220	\$ 70,600,000	\$ 243,872,220		
<b>Total Remaining Riverside City College Amount</b>			<b>\$ -</b>				

**Riverside Community College District  
Measure CC - Project Commitments Summary  
as of March 31, 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 03/31/26
<u>Inland Empire Technical Trade Center</u>			\$ 180,000,000			
<u>Completed</u>						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
Total IETTC Completed Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>In-Progress or Initial Phase</u>						
Inland Empire Technical Trade Center	\$ 180,000,000	\$ -	\$ 180,000,000	\$ 35,486,881	\$ 215,486,881	\$ 12,654
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
Total IETTC In-Progress or Initial Phase Projects	\$ 180,000,000	\$ -	\$ 180,000,000	\$ 35,486,881	\$ 215,486,881	\$ 12,654
Total All IETTC Projects	\$ 180,000,000	\$ -	\$ 180,000,000	\$ 35,486,881	\$ 215,486,881	\$ 12,654
<u>Five Year Capital Construction Plan</u>						
	\$ -	\$ -	\$ -	\$ -	\$ -	
Total IETTC 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Remaining IETTC Amount</b>			\$ -			

**Riverside Community College District  
Measure CC - Project Commitments Summary  
as of March 31, 2026**

<u>Project</u>	<u>Project Funding Source</u>						<u>Actual Measure CC Expenditures thru 03/31/26</u>
	<u>Current Board Approved Measure CC Project Budget</u>	<u>Estimated Additional Measure CC Budget Requirements</u>	<u>Total Estimated Measure CC Project Budget</u>	<u>Actual and Projected State/Other Funding</u>	<u>Total Estimated Project Budget</u>		
<u>Norco College</u>			<b>\$ 108,503,850</b>				
<u>Completed</u>							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Norco Completed Projects	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<u>In-Progress or Initial Phase</u>							
Building F2 Chiller Plant Upgrade	\$ 4,500,000	\$ -	\$ 4,500,000	\$ -	\$ 4,500,000	\$ 1,383,377	\$ 1,383,377
Center for Human Performance & Kinesiology	22,766,000	-	22,766,000	31,257,000	54,023,000	398,593	398,593
Library Learning Resource Center	72,737,850	-	72,737,850	33,759,000	106,496,850	44,423	44,423
Library Learning Resource Center - 2nd Effects	8,500,000	-	8,500,000	-	8,500,000	50,375	50,375
	-	-	-	-	-	-	-
Total Norco College In-Progress or Initial Phase Projects	<u>\$ 108,503,850</u>	<u>\$ -</u>	<u>\$ 108,503,850</u>	<u>\$ 65,016,000</u>	<u>\$ 173,519,850</u>	<u>\$ 1,876,768</u>	<u>\$ 1,876,768</u>
Total All Norco College Projects	<u>\$ 108,503,850</u>	<u>\$ -</u>	<u>\$ 108,503,850</u>	<u>\$ 65,016,000</u>	<u>\$ 173,519,850</u>	<u>\$ 1,876,768</u>	<u>\$ 1,876,768</u>
<u>Five Year Capital Construction Plan</u>							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Norco College 5 Yr Capital Construction Plan	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Remaining Norco College Amount</b>			<u>\$ -</u>				

**Riverside Community College District  
Measure CC - Project Commitments Summary  
as of March 31, 2026**

<u>Project</u>	<u>Project Funding Source</u>					
	<u>Current Board Approved Measure CC Project Budget</u>	<u>Estimated Additional Measure CC Budget Requirements</u>	<u>Total Estimated Measure CC Project Budget</u>	<u>Actual and Projected State/Other Funding</u>	<u>Total Estimated Project Budget</u>	<u>Actual Measure CC Expenditures thru 03/31/26</u>
<b><u>Corona Education Center</u></b>			<b>\$ 160,000,000</b>			
<b><u>Completed</u></b>						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
Total Corona Education Center Completed Projects	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b><u>In-Progress or Initial Phase</u></b>						
Corona Education Center	\$ 160,000,000	\$ -	\$ 160,000,000	\$ 630,825	\$ 160,630,825	\$ 21,563,953
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
Total Corona Education Center In-Progress or Initial Phase Projects	<u>\$ 160,000,000</u>	<u>\$ -</u>	<u>\$ 160,000,000</u>	<u>\$ 630,825</u>	<u>\$ 160,630,825</u>	<u>\$ 21,563,953</u>
Total All Corona Education Center Projects	<u>\$ 160,000,000</u>	<u>\$ -</u>	<u>\$ 160,000,000</u>	<u>\$ 630,825</u>	<u>\$ 160,630,825</u>	<u>\$ 21,563,953</u>
<b><u>Five Year Capital Construction Plan</u></b>						
	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Corona Education Center 5 Yr Capital Construction Plan	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	
<b>Total Remaining Corona Education Center Amount</b>			<u>\$ -</u>			

**Riverside Community College District  
Measure CC - Project Commitments Summary  
as of March 31, 2026**

Project	Project Funding Source						Actual Measure CC Expenditures thru 03/31/26
	Current Board Approved Measure CC Project Budget	Estimated Additional Measure CC Budget Requirements	Total Estimated Measure CC Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget		
<b>Moreno Valley College</b>			<b>\$ 215,542,760</b>				
<b><u>Completed</u></b>							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Moreno Valley College Completed Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b><u>In-Progress or Initial Phase</u></b>							
Library Learning Resource Center	\$ 74,542,760	\$ -	\$ 74,542,760	\$ 43,662,000	\$ 118,204,760	\$ 743,259	-
Library Learning Resource Center - 2nd Effects	9,500,000	-	9,500,000	-	9,500,000	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Moreno Valley College In-Progress or Initial Phase Projects	\$ 84,042,760	\$ -	\$ 84,042,760	\$ 43,662,000	\$ 127,704,760	\$ 743,259	-
Total All Moreno Valley College Projects	\$ 84,042,760	\$ -	\$ 84,042,760	\$ 43,662,000	\$ 127,704,760	\$ 743,259	-
<b><u>Five Year Capital Construction Plan</u></b>							
Biological & Physical Science & STEM Expansion	\$ 110,000,000	\$ -	\$ 110,000,000	\$ -	\$ 110,000,000		
Reconstruction of Existing Library to Performing Arts/Physical	21,500,000	-	21,500,000	-	21,500,000		
Total Moreno Valley College 5 Yr Capital Construction Plan	\$ 131,500,000	\$ -	\$ 131,500,000	\$ -	\$ 131,500,000		
<b>Total Remaining Moreno Valley College Amount</b>			<b>\$ -</b>				

**Riverside Community College District  
Measure CC - Project Commitments Summary  
as of March 31, 2026**

<u>Project</u>	<u>Project Funding Source</u>					
	<u>Current Board Approved Measure CC Project Budget</u>	<u>Estimated Additional Measure CC Budget Requirements</u>	<u>Total Estimated Measure CC Project Budget</u>	<u>Actual and Projected State/Other Funding</u>	<u>Total Estimated Project Budget</u>	<u>Actual Measure CC Expenditures thru 03/31/26</u>
<b><u>Ben Clark Training Center</u></b>			<b>\$ 40,473,750</b>			
<b><u>Completed</u></b>						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
Total Ben Clark Training Center Completed Projects	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b><u>In-Progress or Initial Phase</u></b>						
Ben Clark Training Center Phase 2A	\$ 40,473,750	\$ -	\$ 40,473,750	\$ 15,969,000	\$ 56,442,750	\$ 373,680
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
Total Ben Clark Training Center In-Progress or Initial Phase Projects	<u>\$ 40,473,750</u>	<u>\$ -</u>	<u>\$ 40,473,750</u>	<u>\$ 15,969,000</u>	<u>\$ 56,442,750</u>	<u>\$ 373,680</u>
Total All Ben Clark Training Center Projects	<u>\$ 40,473,750</u>	<u>\$ -</u>	<u>\$ 40,473,750</u>	<u>\$ 15,969,000</u>	<u>\$ 56,442,750</u>	<u>\$ 373,680</u>
<b><u>Five Year Capital Construction Plan</u></b>						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Ben Clark Training Center 5 Yr Capital Construction Plan	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Remaining Ben Clark Training Center Amount</b>			<u>\$ -</u>			

**Riverside Community College District  
Measure CC - Project Commitments Summary  
as of March 31, 2026**

Project	Project Funding Source						Actual Measure CC Expenditures thru 03/31/26
	Current Board Approved Measure CC Project Budget	Estimated Additional Measure CC Budget Requirements	Total Estimated Measure CC Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget		
<b>Central</b>			<b>\$ 30,875,384</b>				
<b>Completed</b>							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Central Completed Projects	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>In-Progress or Initial Phase</b>							
Bond Issuance	\$ 1,585,069	\$ -	\$ 1,585,069	\$ -	\$ 1,585,069	\$ 1,585,069	\$ 1,585,069
Capital Project Management System	-	-	-	-	-	-	1,121
District Design Standards	-	-	-	-	-	-	486
Utility Infrastructure	-	-	-	-	-	-	497
Long Term Capital Facilities Infrastructure Program	3,414,931	-	3,414,931	-	3,414,931	-	-
Feasibility / Planning / Staffing	12,000,000	-	12,000,000	-	12,000,000	-	674,651
Program Contingency	13,875,384	-	13,875,384	-	13,875,384	-	-
	-	-	-	-	-	-	-
Total Central In-Progress or Initial Phase Projects	<u>\$ 30,875,384</u>	<u>\$ -</u>	<u>\$ 30,875,384</u>	<u>\$ -</u>	<u>\$ 30,875,384</u>	<u>\$ -</u>	<u>\$ 2,261,824</u>
Total All Central Projects	<u>\$ 30,875,384</u>	<u>\$ -</u>	<u>\$ 30,875,384</u>	<u>\$ -</u>	<u>\$ 30,875,384</u>	<u>\$ -</u>	<u>\$ 2,261,824</u>
<b>Five Year Capital Construction Plan</b>							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Central 5 Yr Capital Construction Plan	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Remaining Central Amount</b>			<u>\$ -</u>				

**Riverside Community College District  
Measure CC - Project Commitments Summary  
as of March 31, 2026**

<u>Project</u>	<u>Project Funding Source</u>					<u>Actual Measure CC Expenditures thru 03/31/26</u>
	<u>Current Board Approved Measure CC Project Budget</u>	<u>Estimated Additional Measure CC Budget Requirements</u>	<u>Total Estimated Measure CC Project Budget</u>	<u>Actual and Projected State/Other Funding</u>	<u>Total Estimated Project Budget</u>	
Total Completed Projects All Sites	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total In-Progress or Initial Phase Projects All Sites	\$ 649,227,780	\$ -	\$ 649,227,780	\$ 180,621,706	\$ 829,849,486	\$ 27,152,326
Total Five Year Capital Construction Plan	\$ 304,772,220	\$ -	\$ 304,772,220	\$ 70,600,000	\$ 375,372,220	
Total Projects All Sites	<u>\$ 954,000,000</u>	<u>\$ -</u>	<u>\$ 954,000,000</u>	<u>\$ 251,221,706</u>	<u>\$ 1,205,221,706</u>	<u>\$ 27,152,326</u>
<b>Total Remaining Amounts</b>			<u>\$ -</u>			

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

Meeting	February 17, 2026
Agenda Item	Bid Awards (VI.I)
Subject	Bid Award - Consulting Services Agreement with Glumac, a Tetra Tech Company, for Campus Infrastructure Planning
College/District	District
Funding	Measure CC
Recommended Action	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.

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### Background Narrative:

On October 28, 2025, the District issued Request for Qualifications and Proposals (RFQ/P No. 08-25/26-1) seeking qualified consulting firms to provide campus infrastructure planning services for Moreno Valley College, Norco College, and Riverside City College. The scope of work includes a comprehensive assessment of all underground utilities and infrastructure systems, including: chilled/hot water, domestic and fire water, electrical, irrigation water, natural gas, sanitary sewer, storm drain and telecommunications), along with the development of campus-wide infrastructure plans for each college. The RFQ/Ps were evaluated based on the following criteria: 1) statement of qualifications; 2) firm interview and; 3) fee proposal.

The District received two (2) RFQ/P responses. The committee members, consisting of District Office staff, College representatives, and Gafcon PM-CM consultant personnel, independently reviewed and scored each proposal in accordance with the RFQ/P requirements and conducted interviews with both firms. 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, it is recommended that Glumac, a Tetra Tech Company, be awarded the agreement to provide Consulting Services for the College Campus Infrastructure Planning project in the not to exceed amount of \$3,550,494, including allowance. The term of the agreement is from February 18, 2026, through project completion.

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  
Susana Ma, Director, Information Technology Infrastructure & Systems  
Bart Doering, Director, Facilities Development, Facilities Planning & Development  
Travonne Bell, Director, Facilities, Maintenance & Operations, Norco College  
Robert Beebe, Director, Facilities, Maintenance & Operations, Riverside City College

**Attachment(s):**

Consultant Infrastructure Plans at MVC, NC, and RCC - Consultant Services Agreement with Glumac

# CONSULTANT SERVICES AGREEMENT

This AGREEMENT is made and entered into this **18th day of February** in the year **2026** by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT,” and **Glumac, a Tetra Tech Company**, hereinafter referred to as “CONSULTANT.” This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the CONSULTANT are sometimes referred to herein individually as a “PARTY” and collectively as the “PARTIES.” This AGREEMENT is made with reference to the following facts:

**WHEREAS**, DISTRICT desires to obtain specialized consultant services for the **Campus Infrastructure Plans at Moreno Valley College, Norco College and Riverside City College**, hereinafter collectively referred to as the “PROJECT”; and

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

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

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

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

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

3. Contract Term. The effective period of this AGREEMENT is to be **February 18, 2026 through completion of the project.**

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

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws,

CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

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

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

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

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

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

## **ARTICLE II**

### **COMPENSATION TO THE CONSULTANT**

1. The DISTRICT shall compensate the CONSULTANT as follows:

a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in **EXHIBIT "A"** for the services performed pursuant to this AGREEMENT. In no event shall the total payment to CONSULTANT exceed **THREE**

**MILLION FIVE HUNDRED FIFTY THOUSAND AND FOUR HUNDRED NINETY-FOUR DOLLARS (\$3,550,494.), including a District controlled allowance of SIXTY-FIVE THOUSAND DOLLARS (\$65,000.)** for performing the services required by this AGREEMENT and EXHIBIT "A".

b. CONSULTANT shall invoice costs monthly, or another periodic basis approved by the DISTRICT, for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the DISTRICT.

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

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

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

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

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

a. Approved reproduction of reports and/or other documents otherwise not covered in this AGREEMENT and approved in advance by DISTRICT.

b. Fees advanced for securing approval of authorities in connection with the services rendered pursuant to this AGREEMENT.

- c. Express shipping, overnight mail, messenger, courier, or delivery services approved in advance by the DISTRICT.
- d. Mileage at IRS Rate if site exceeds more than 25 miles from the DISTRICT.
- e. Out of town travel approved in advance by DISTRICT.

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

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

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

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

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

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

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

dispute between the PARTIES to arbitration. The DISTRICT agrees to pay the CONSULTANT the undisputed amounts due under this AGREEMENT.

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

## **ARTICLE V**

### **ADDITIONAL CONSULTANT SERVICES**

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

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

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

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

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

## **ARTICLE VI**

### **ACCOUNTING RECORDS OF THE CONSULTANT**

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

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

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

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

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

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

b. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent consultants who are directly employed by the DISTRICT. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section b shall not exceed the CONSULTANT's proportionate percentage of fault; and

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

fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the CONSULTANT's proportionate percentage of fault.

d. [NOT USED]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. The rule of construction that any ambiguities are to be resolved against the drafting PARTY shall not be employed in the interpretation of this AGREEMENT. It is expressly understood and agreed

that the PARTIES to this AGREEMENT have participated equally, or have had equal opportunity to participate, in the drafting hereof.

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

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

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

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

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

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

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

To the DISTRICT:

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

To the CONSULTANT:

Glumac  
Attn: Simon Ubhi  
17885 Von Karman Ave, Suite 500  
Irvine, CA 92612  
Telephone: (949) 833-8190  
Email: subhi@glumac.com

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

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

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

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

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

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

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

**GLUMAC, A TETRA TECH COMPANY**

**RIVERSIDE COMMUNITY COLLEGE  
DISTRICT**

By \_\_\_\_\_

By \_\_\_\_\_

Print Name: Simon Ubhi

Print Name: Aaron S. Brown

Title: Program Manager

Title: Vice Chancellor, Business & Financial Services

Date \_\_\_\_\_

Date \_\_\_\_\_

Address: 17885 Von Karman Ave, Suite 500  
Irvine, CA 92612

Phone: (949) 833-8190

Fax \_\_\_\_\_

Tax ID# \_\_\_\_\_

Email: subhi@glumac.com \_\_\_\_\_

**EXHIBIT "A"**

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

**Prepared For**  
Riverside Community College District

**Date Issued**  
12.02.2025

**Revised with Addendum**  
1.15.2026

**Revised with Cost Allowance**  
2.3.2026

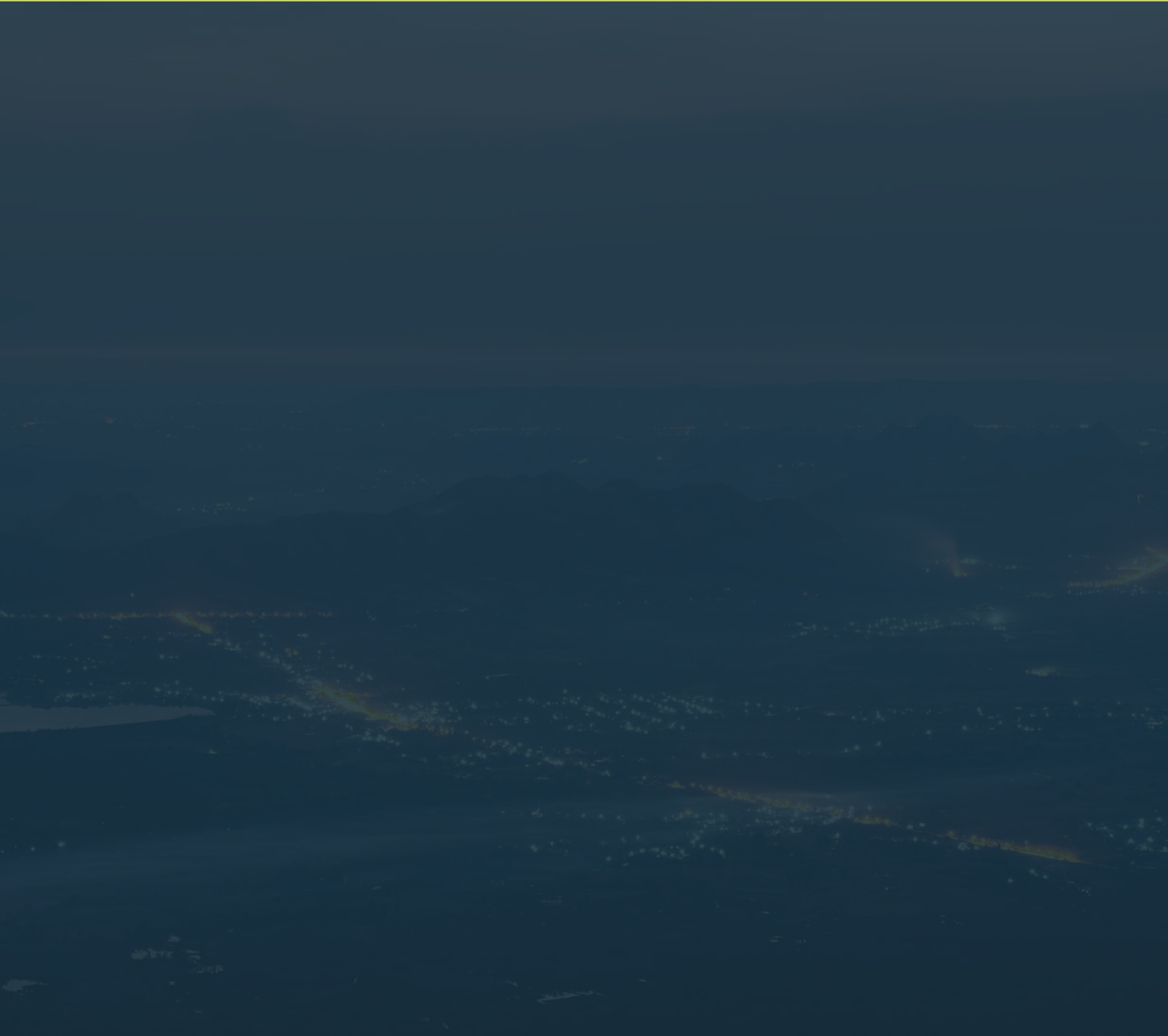
STATEMENT OF QUALIFICATIONS & PROPOSAL

# Campus Infrastructure Plan

RFQ/P NO. 08-25/26-1



# Campus Infrastructure Plan Fees Structure



# Campus Infrastructure Plan

## Fees Structure

We are confident that we can provide a complete and successful Campus Infrastructure Plan for MVC, NC, and RCC campuses at RCCD with the below proposed fees. Fees are provided as a not-to-exceed limit of \$3,550,494.

COLLEGE	PHASE	NET FEES
Moreno Valley College (MVC)	Phase One - Underground Utility Systems Designating Services	\$270,629
	Phase Two - Underground Utility Locating (Test Borehole) Services	\$144,910
	Phase Three - Underground Utility Condition Assessment	\$460,042
	Phase Four - Data Management & Deliverables	\$161,040
	<b>MVC CIP SUB-TOTAL</b>	<b>\$1,036,621</b>
Norco College (NC)	Phase One - Underground Utility Systems Designating Services	\$273,065
	Phase Two - Underground Utility Locating (Test Borehole) Services	\$144,910
	Phase Three - Underground Utility Condition Assessment	\$462,022
	Phase Four - Data Management & Deliverables	\$161,040
	<b>NC CIP SUB-TOTAL</b>	<b>\$1,041,037</b>
Riverside City College (RCC)	Phase One - Underground Utility Systems Designating Services	\$370,404
	Phase Two - Underground Utility Locating (Test Borehole) Services	\$237,790
	Phase Three - Underground Utility Condition Assessment	\$595,782
	Phase Four - Data Management & Deliverables	\$203,860
	<b>RCC CIP SUB-TOTAL</b>	<b>\$1,407,836</b>
District Controlled Allowance	District Controlled Allowance	\$65,000
	<b>DISTRICT CONTROLLED ALLOWANCE TOTAL</b>	<b>\$65,000</b>
<b>GRAND-TOTAL = SUB-TOTALS (MVC, NC, RCC) + ALLOWANCE</b>		<b>\$3,550,494</b>

	Task 01.01			Task 01.02		Task 01.03		Task 01.04	
	Moreno Valley College Phase I			Moreno Valley College Phase II		Moreno Valley College Phase III		Moreno Valley College Phase IV	
LABOR									
Category	Labor Rate	Hours	Total	Hours	Total	Hours	Total	Hours	Total
Stormwater Engineer	\$ 220.00	10.00	\$ 2,200.00	10.00	\$ 2,200.00	10.00	\$ 2,200.00	-	\$ -
Water Engineer	\$ 220.00	38.00	\$ 8,360.00	-	\$ -	38.00	\$ 8,360.00	85.00	\$ 18,700.00
GIS Manager/Field Lead	\$ 120.00	38.00	\$ 4,560.00	-	\$ -	38.00	\$ 4,560.00	85.00	\$ 10,200.00
Junior GIS Tech/Gas Field Staff	\$ 102.00	38.00	\$ 3,876.00	80.00	\$ 8,160.00	38.00	\$ 3,876.00	85.00	\$ 8,670.00
GIS Tech/Electrical Field Staff	\$ 110.00	20.00	\$ 2,200.00	-	\$ -	20.00	\$ 2,200.00	-	\$ -
Water Field Staff	\$ 105.00	38.00	\$ 3,990.00	-	\$ -	38.00	\$ 3,990.00	-	\$ -
Sanitary/Stormwater Field Staff	\$ 102.00	38.00	\$ 3,876.00	-	\$ -	38.00	\$ 3,876.00	-	\$ -
Survey Field Staff	\$ 102.00	20.00	\$ 2,040.00	-	\$ -	20.00	\$ 2,040.00	-	\$ -
Electrical Engineer	\$ 275.00	80.00	\$ 22,000.00	16.00	\$ 4,400.00	300.00	\$ 82,500.00	70.00	\$ 19,250.00
Mechanical Engineer	\$ 275.00	100.00	\$ 27,500.00	16.00	\$ 4,400.00	300.00	\$ 82,500.00	70.00	\$ 19,250.00
Plumbing Engineer	\$ 240.00	60.00	\$ 14,400.00	10.00	\$ 2,400.00	200.00	\$ 48,000.00	40.00	\$ 9,600.00
Energy / Sustainability Consultant	\$ 220.00	24.00	\$ 5,280.00	6.00	\$ 1,320.00	240.00	\$ 52,800.00	30.00	\$ 6,600.00
Technology Consultant	\$ 230.00	80.00	\$ 18,400.00	20.00	\$ 4,600.00	280.00	\$ 64,400.00	30.00	\$ 6,900.00
Project Manager	\$ 250.00	120.00	\$ 30,000.00	30.00	\$ 7,500.00	160.00	\$ 40,000.00	80.00	\$ 20,000.00
Program Manager	\$ 350.00	60.00	\$ 21,000.00	10.00	\$ 3,500.00	60.00	\$ 21,000.00	20.00	\$ 7,000.00
Sr Land Surveyor	\$ 225.00	70.00	\$ 15,750.00	35.00	\$ 7,875.00	-	\$ -	-	\$ -
Project Surveyor	\$ 195.00	120.00	\$ 23,400.00	60.00	\$ 11,700.00	-	\$ -	-	\$ -
Survey Tech	\$ 125.00	120.00	\$ 15,000.00	55.00	\$ 6,875.00	-	\$ -	-	\$ -
Wastewater Engineer	\$ 220.00	35.00	\$ 7,700.00	75.00	\$ 16,500.00	40.00	\$ 8,800.00	85.00	\$ 18,700.00
Senior CAD	\$ 125.00	38.00	\$ 4,750.00	-	\$ -	40.00	\$ 5,000.00	60.00	\$ 7,500.00
Junior CAD/Communications Field Staff	\$ 102.00	40.00	\$ 4,080.00	40.00	\$ 4,080.00	40.00	\$ 4,080.00	85.00	\$ 8,670.00
Water Field Staff	\$ 105.00	38.00	\$ 3,990.00	-	\$ -	40.00	\$ 4,200.00	-	\$ -
GIS Tech/Sanitary/Stormwater Field Staff	\$ 102.00	38.00	\$ 3,876.00	-	\$ -	40.00	\$ 4,080.00	-	\$ -
GIS Tech/Survey Field Staff	\$ 102.00	38.00	\$ 3,876.00	-	\$ -	40.00	\$ 4,080.00	-	\$ -
Telecommunications Engineer	\$ 125.00	58.00	\$ 7,250.00	-	\$ -	60.00	\$ 7,500.00	-	\$ -
<b>Labor Subtotal</b>		1,359.00	\$ 259,354.00	463.00	\$ 85,510.00	2,080.00	\$ 460,042.00	825.00	\$ 161,040.00
<b>SUBCONTRACTORS</b>									
Category	Unit Cost	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
Utility Locating	\$ 41,000.00	0.25	\$ 10,250.00	-	\$ -	-	\$ -	-	\$ -
Potholing	\$ 46,000.00	-	\$ -	0.25	\$ 11,500.00	-	\$ -	-	\$ -
CCTV	\$ 170,000.00	-	\$ -	0.25	\$ 42,500.00	-	\$ -	-	\$ -
<b>Subcontractor Subtotal</b>			\$ 10,250.00		\$ 54,000.00		\$ -		\$ -
<b>TOTALS</b>									
Labor Subtotal			\$ 259,354.00		\$ 85,510.00		\$ 460,042.00		\$ 161,040.00
Subcontractor Subtotal			\$ 10,250.00		\$ 54,000.00		\$ -		\$ -
Subcontractor Fee			\$ 1,025.00		\$ 5,400.00		\$ -		\$ -
<b>GRAND TOTAL</b>			\$ 270,629.00		\$ 144,910.00		\$ 460,042.00		\$ 161,040.00

	Task 02.01			Task 02.02		Task 02.03		Task 02.04	
	Norco College Phase I			Norco College Phase II		Norco College Phase III		Norco College Phase IV	
LABOR									
Category	Labor Rate	Hours	Total	Hours	Total	Hours	Total	Hours	Total
Stormwater Engineer	\$ 220.00	10.00	\$ 2,200.00	10.00	\$ 2,200.00	10.00	\$ 2,200.00	-	\$ -
Water Engineer	\$ 220.00	38.00	\$ 8,360.00	-	\$ -	38.00	\$ 8,360.00	85.00	\$ 18,700.00
GIS Manager/Field Lead	\$ 120.00	38.00	\$ 4,560.00	-	\$ -	38.00	\$ 4,560.00	85.00	\$ 10,200.00
Junior GIS Tech/Gas Field Staff	\$ 102.00	38.00	\$ 3,876.00	80.00	\$ 8,160.00	38.00	\$ 3,876.00	85.00	\$ 8,670.00
GIS Tech/Electrical Field Staff	\$ 110.00	38.00	\$ 4,180.00	-	\$ -	38.00	\$ 4,180.00	-	\$ -
Water Field Staff	\$ 105.00	38.00	\$ 3,990.00	-	\$ -	38.00	\$ 3,990.00	-	\$ -
Sanitary/Stormwater Field Staff	\$ 102.00	38.00	\$ 3,876.00	-	\$ -	38.00	\$ 3,876.00	-	\$ -
Survey Field Staff	\$ 102.00	20.00	\$ 2,040.00	-	\$ -	20.00	\$ 2,040.00	-	\$ -
Electrical Engineer	\$ 275.00	80.00	\$ 22,000.00	16.00	\$ 4,400.00	300.00	\$ 82,500.00	70.00	\$ 19,250.00
Mechanical Engineer	\$ 275.00	100.00	\$ 27,500.00	16.00	\$ 4,400.00	300.00	\$ 82,500.00	70.00	\$ 19,250.00
Plumbing Engineer	\$ 240.00	60.00	\$ 14,400.00	10.00	\$ 2,400.00	200.00	\$ 48,000.00	40.00	\$ 9,600.00
Energy / Sustainability Consultant	\$ 220.00	24.00	\$ 5,280.00	6.00	\$ 1,320.00	240.00	\$ 52,800.00	30.00	\$ 6,600.00
Technology Consultant	\$ 230.00	80.00	\$ 18,400.00	20.00	\$ 4,600.00	280.00	\$ 64,400.00	30.00	\$ 6,900.00
Project Manager	\$ 250.00	120.00	\$ 30,000.00	30.00	\$ 7,500.00	160.00	\$ 40,000.00	80.00	\$ 20,000.00
Program Manager	\$ 350.00	60.00	\$ 21,000.00	10.00	\$ 3,500.00	60.00	\$ 21,000.00	20.00	\$ 7,000.00
Sr Land Surveyor	\$ 225.00	70.00	\$ 15,750.00	35.00	\$ 7,875.00	-	\$ -	-	\$ -
Project Surveyor	\$ 195.00	120.00	\$ 23,400.00	60.00	\$ 11,700.00	-	\$ -	-	\$ -
Survey Tech	\$ 125.00	120.00	\$ 15,000.00	55.00	\$ 6,875.00	-	\$ -	-	\$ -
Wastewater Engineer	\$ 220.00	38.00	\$ 8,360.00	75.00	\$ 16,500.00	40.00	\$ 8,800.00	85.00	\$ 18,700.00
Senior CAD	\$ 125.00	38.00	\$ 4,750.00	-	\$ -	40.00	\$ 5,000.00	60.00	\$ 7,500.00
Junior CAD/Communications Field Staff	\$ 102.00	38.00	\$ 3,876.00	40.00	\$ 4,080.00	40.00	\$ 4,080.00	85.00	\$ 8,670.00
Water Field Staff	\$ 105.00	38.00	\$ 3,990.00	-	\$ -	40.00	\$ 4,200.00	-	\$ -
GIS Tech/Sanitary/Stormwater Field Staff	\$ 102.00	38.00	\$ 3,876.00	-	\$ -	40.00	\$ 4,080.00	-	\$ -
GIS Tech/Survey Field Staff	\$ 102.00	38.00	\$ 3,876.00	-	\$ -	40.00	\$ 4,080.00	-	\$ -
Telecommunications Engineer	\$ 125.00	58.00	\$ 7,250.00	-	\$ -	60.00	\$ 7,500.00	-	\$ -
<b>Labor Subtotal</b>		1,378.00	\$ 261,790.00	463.00	\$ 85,510.00	2,098.00	\$ 462,022.00	825.00	\$ 161,040.00
<b>SUBCONTRACTORS</b>									
Category	Unit Cost	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
Utility Locating	\$ 41,000.00	0.25	\$ 10,250.00	-	\$ -	-	\$ -	-	\$ -
Potholing	\$ 46,000.00	-	\$ -	0.25	\$ 11,500.00	-	\$ -	-	\$ -
CCTV	\$ 170,000.00	-	\$ -	0.25	\$ 42,500.00	-	\$ -	-	\$ -
<b>Subcontractor Subtotal</b>			\$ 10,250.00		\$ 54,000.00		\$ -		\$ -
<b>TOTALS</b>									
Labor Subtotal			\$ 261,790.00		\$ 85,510.00		\$ 462,022.00		\$ 161,040.00
Subcontractor Subtotal			\$ 10,250.00		\$ 54,000.00		\$ -		\$ -
Subcontractor Fee			\$ 1,025.00		\$ 5,400.00		\$ -		\$ -
<b>GRAND TOTAL</b>			\$ 273,065.00		\$ 144,910.00		\$ 462,022.00		\$ 161,040.00

	Task 03.01			Task 03.02		Task 03.03		Task 03.04	
	Riverside City College Phase I			Riverside City College Phase II		Riverside City College Phase III		Riverside City College Phase IV	
LABOR									
Category	Labor Rate	Hours	Total	Hours	Total	Hours	Total	Hours	Total
Stormwater Engineer	\$ 220.00	10.00	\$ 2,200.00	10.00	\$ 2,200.00	10.00	\$ 2,200.00	-	\$ -
Water Engineer	\$ 220.00	48.00	\$ 10,560.00	-	\$ -	48.00	\$ 10,560.00	150.00	\$ 33,000.00
GIS Manager/Field Lead	\$ 120.00	48.00	\$ 5,760.00	-	\$ -	48.00	\$ 5,760.00	100.00	\$ 12,000.00
Junior GIS Tech/Gas Field Staff	\$ 102.00	48.00	\$ 4,896.00	80.00	\$ 8,160.00	48.00	\$ 4,896.00	100.00	\$ 10,200.00
GIS Tech/Electrical Field Staff	\$ 110.00	48.00	\$ 5,280.00	-	\$ -	48.00	\$ 5,280.00	-	\$ -
Water Field Staff	\$ 105.00	48.00	\$ 5,040.00	-	\$ -	48.00	\$ 5,040.00	-	\$ -
Sanitary/Stormwater Field Staff	\$ 102.00	48.00	\$ 4,896.00	-	\$ -	48.00	\$ 4,896.00	-	\$ -
Survey Field Staff	\$ 102.00	20.00	\$ 2,040.00	-	\$ -	20.00	\$ 2,040.00	-	\$ -
Electrical Engineer	\$ 275.00	104.00	\$ 28,600.00	20.00	\$ 5,500.00	390.00	\$ 107,250.00	91.00	\$ 25,025.00
Mechanical Engineer	\$ 275.00	130.00	\$ 35,750.00	20.00	\$ 5,500.00	390.00	\$ 107,250.00	91.00	\$ 25,025.00
Plumbing Engineer	\$ 240.00	78.00	\$ 18,720.00	13.00	\$ 3,120.00	260.00	\$ 62,400.00	52.00	\$ 12,480.00
Energy / Sustainability Consultant	\$ 220.00	31.20	\$ 6,864.00	8.00	\$ 1,760.00	312.00	\$ 68,640.00	20.00	\$ 4,400.00
Technology Consultant	\$ 230.00	62.00	\$ 14,260.00	62.00	\$ 14,260.00	364.00	\$ 83,720.00	39.00	\$ 8,970.00
Project Manager	\$ 250.00	156.00	\$ 39,000.00	32.00	\$ 8,000.00	208.00	\$ 52,000.00	104.00	\$ 26,000.00
Program Manager	\$ 350.00	78.00	\$ 27,300.00	12.00	\$ 4,200.00	78.00	\$ 27,300.00	26.00	\$ 9,100.00
Sr Land Surveyor	\$ 225.00	100.00	\$ 22,500.00	50.00	\$ 11,250.00	-	\$ -	-	\$ -
Project Surveyor	\$ 195.00	220.00	\$ 42,900.00	110.00	\$ 21,450.00	-	\$ -	-	\$ -
Survey Tech	\$ 125.00	210.00	\$ 26,250.00	100.00	\$ 12,500.00	-	\$ -	-	\$ -
Wastewater Engineer	\$ 220.00	48.00	\$ 10,560.00	75.00	\$ 16,500.00	50.00	\$ 11,000.00	100.00	\$ 22,000.00
Senior CAD	\$ 125.00	48.00	\$ 6,000.00	-	\$ -	50.00	\$ 6,250.00	60.00	\$ 7,500.00
Junior CAD/Communications Field Staff	\$ 102.00	48.00	\$ 4,896.00	45.00	\$ 4,590.00	50.00	\$ 5,100.00	80.00	\$ 8,160.00
Water Field Staff	\$ 105.00	48.00	\$ 5,040.00	-	\$ -	50.00	\$ 5,250.00	-	\$ -
GIS Tech/Sanitary/Stormwater Field Staff	\$ 102.00	48.00	\$ 4,896.00	-	\$ -	50.00	\$ 5,100.00	-	\$ -
GIS Tech/Survey Field Staff	\$ 102.00	48.00	\$ 4,896.00	-	\$ -	50.00	\$ 5,100.00	-	\$ -
Telecommunications Engineer	\$ 125.00	70.00	\$ 8,750.00	-	\$ -	70.00	\$ 8,750.00	-	\$ -
<b>Labor Subtotal</b>		1,845.20	\$ 347,854.00	637.00	\$ 118,990.00	2,690.00	\$ 595,782.00	1,013.00	\$ 203,860.00
<b>SUBCONTRACTORS</b>									
Category	Unit Cost	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
Utility Locating	\$ 41,000.00	0.50	\$ 20,500.00	-	\$ -	-	\$ -	-	\$ -
Potholing	\$ 46,000.00	-	\$ -	0.50	\$ 23,000.00	-	\$ -	-	\$ -
CCTV	\$ 170,000.00	-	\$ -	0.50	\$ 85,000.00	-	\$ -	-	\$ -
<b>Subcontractor Subtotal</b>			\$ 20,500.00		\$ 108,000.00		\$ -		\$ -
<b>TOTALS</b>									
Labor Subtotal			\$ 347,854.00		\$ 118,990.00		\$ 595,782.00		\$ 203,860.00
Subcontractor Subtotal			\$ 20,500.00		\$ 108,000.00		\$ -		\$ -
Subcontractor Fee			\$ 2,050.00		\$ 10,800.00		\$ -		\$ -
<b>GRAND TOTAL</b>			\$ 370,404.00		\$ 237,790.00		\$ 595,782.00		\$ 203,860.00

# Board of Trustees Regular Meeting (VI.L)

Meeting	February 17, 2026
Agenda Item	Grants, Contracts and Agreements (VI.L)
Subject	Grants, Contracts and Agreements - Architectural Services Agreement with Westgroup Designs for the Advanced Technology (ATEC) Secondary Effect Project at Riverside City College
College/District	Riverside City College
Funding	Measure CC
Recommended Action	Recommend approving an Architectural Services Agreement with Westgroup Designs for the Advanced Technology (ATEC) Secondary Effect Project at Riverside City College in the not to exceed amount of \$2,524,000.

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## Background Narrative:

The RCC Applied Technology (ATEC) Project has been included for funding in the FY 2026-27 Governor's Budget Proposal, and it is highly anticipated that it will remain in the final enacted budget. Because extensive coordination is required to relocate programs currently housed in buildings slated for demolition within the ATEC Project footprint, it is essential to advance this secondary-effects project to ensure streamlined planning, minimize disruption, and proactively support the college's academic and operational needs.

On December 1, 2025, the District issued a Request for Qualifications and Proposals (RFQ/P#13-25/26-2) to its prequalified pool of architectural firms for architectural and engineering services for the ATEC Secondary Effects 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 District Office staff, College representatives, and Gafcon PM-CM consultant personnel, 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 Westgroup Designs to provide architectural services for the ATEC Secondary Effect Project in the not to exceed amount of \$2,524,000, including design allowance. The term of the agreement is from February 18, 2026 through project completion.

Prepared By: Eric Bishop, Interim President, Riverside City College  
Shari Yates, Dean of Instruction, Career and Technical Education, Riverside City College  
Robert Beebe, Director, Facilities of Maintenance & Operations, Riverside City College  
Aaron S. Brown, Vice Chancellor, Business & Financial Services

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

**Attachment(s):**

[Architectural Services Agreement - Westgroup Designs](#)

# ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this **18th day of February in the year 2026** by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT,” and Westgroup Designs, 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 **Riverside City College Advanced Technology (ATEC) Secondary Effect Project, RFQ/P# 13-25/26-2**, 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 other format approved by the DISTRICT. In addition, the ARCHITECT shall provide the DISTRICT with a BIM format diskette file with all layers unprotected so the DISTRICT may utilize with a Construction Manager or Design Build entity. It is expressly understood that the release of the underlying BIM documents is for the limited use only for the PROJECT (unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of ARCHITECT. For documentation purposes, one record set of the transmitted documents shall be placed on a CD (or other acceptable electronic media) properly labeled as the record set of documents transmitted to the DISTRICT. Reasonable costs for producing this record document shall be reimbursed to the ARCHITECT and ARCHITECT's consultants. ARCHITECT is also advised to make a record set of clash detection checks to record the clashes that are encountered on the set of documents distributed for future record purposes and this clash detection shall also be placed on the CD. This clash detection document is not a requirement but simply recommended.

d. Upon the DISTRICT's request, the ARCHITECT shall recommend an acceptable plan room, or blueprinting shop, or, in the alternative, ARCHITECT shall print the necessary bidding information, Contract forms, general conditions, supplementary general conditions and all other Construction Documents necessary to bid the PROJECT and award a

complete Contract to a successful bidder and shall deliver/distribute such printed copies to all interested bidders.

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

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

## 29. **Construction Phase**

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

(1) Contract Information Form DSA-102.

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

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

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

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

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

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

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

If the ARCHITECT has delegated responsibility for any portion of the PROJECT's design to other engineers, the ARCHITECT shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and the DISTRICT during the course of construction and prior to the Project Inspector's approval and sign off of the above sections of the DSA Form 152 as they relate to the portions of the PROJECT that were delegated to such engineers.

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

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

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

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

- i. Become familiar with, and to keep the DISTRICT informed about, the progress and quality of the portion of the work completed and for the preparation

of the weekly written reports the ARCHITECT will prepare and submit to the DISTRICT for its review;

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

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

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

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

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

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

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

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

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

(5) Responding to DSA field trip notes;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

z. The ARCHITECT shall:

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

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

(3) Be responsible for ensuring that all RFI's, submittals and substitution requests by the Contractor are responded to not later than fourteen (14) days, or as soon as the circumstances require. aa. The ARCHITECT shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the County

Health Department, the local building departments, local fire departments, the State Chancellor, and DSA, in a timely manner and ensure proper close-out of the PROJECT.

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

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

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

ee. The ARCHITECT shall review the list of minor defects, deficiencies, and/or incomplete items (hereinafter the "Punch List") and the fully executed Verified Report (Form DSA-6) that are submitted to the DISTRICT by the Contractor when the Contractor considers the PROJECT to be Substantially Complete. The ARCHITECT shall inspect the PROJECT, in conjunction with the Contractor, in order to verify the Contractor's Punch List, add any other items to the Punch List and to confirm that Substantial Completion has been reached on the PROJECT. In the event the Contractor does not submit a fully executed Verified Report with its proposed Punch List, the ARCHITECT shall reject the Contractor's Punch List, in writing, as premature. If Substantial Completion of the PROJECT is verified by the ARCHITECT and the required Verified Report has been submitted to the DISTRICT for review, the ARCHITECT shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the PROJECT and final payment, and that all Punch List items must be completed within the duration set forth in the Contract between the DISTRICT and the Contractor. The DISTRICT shall also be notified in writing of all Punch List items identified by the ARCHITECT and the Contractor. The ARCHITECT shall notify the DISTRICT when all Punch List items have been corrected by the Contractor for the DISTRICT's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the DISTRICT and the Contractor, the ARCHITECT shall inform the DISTRICT of such default and provide the DISTRICT with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. For purposes of this AGREEMENT, "Substantial Completion" shall mean the following five (5) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and incomplete items on the Punch List; (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152

Inspection Card; (3) all building systems including mechanical, electrical and plumbing are functioning; (4) all other items DSA Form 152 Inspection Card for the Project have been approved and signed off; and (5) the PROJECT is fit for occupancy and its intended use.

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

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

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

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

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

Contractor's failure and recommend the appropriate withholding from the Contractor's final payment under the Contract with the DISTRICT.

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

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

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

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

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

- (1) Copy of the Notice of Completion.
- (2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.
- (3) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).

- (4) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (5) Weighmaster's Certificate (if required by approved drawings and specifications).
- (6) Copies of the signature page of all Addenda as approved by DSA.
- (7) Copies of the signature pages of all deferred approvals as approved by DSA.
- (8) Copies of the signature pages of all Revisions as approved by DSA.
- (9) Copies of the signature page of all applicable Construction Change Documents as approved by DSA.
- (10) Verification by the Project Inspector that all items noted on any "Field Trip Notes" have been corrected.

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

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

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

- a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules, or regulations subsequent to the preparation and completion of the Construction Documents;
- b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors, or omissions on the part of the ARCHITECT;
- c. Providing consultation concerning the replacement of work damaged by fire and furnishing services required in connection with the replacement of such work;
- d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors, or omissions of ARCHITECT; e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design

Development Phase where segregation does not arise from ARCHITECT exceeding the estimated Budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an Additional Service subject to prior negotiation and written approval by the DISTRICT;

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

g. Providing BIM documents that exceeds LOD 200; and

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

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

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

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

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

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

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of

the ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect, or investigate the PROJECT.

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

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

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

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

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

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

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

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

6. If the lowest bid received exceeds the Budget:

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

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

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

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

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

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

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

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

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

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

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

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

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

ARCHITECT's plans and documents as enumerated in this Article as reference documents for the purposes of additions, alignments, or other development on the PROJECT site.

## **ARTICLE VIII - TERMINATION**

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

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

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

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

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy

shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute after the PROJECT has been completed, and not before.

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

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

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

The DISTRICT shall compensate the ARCHITECT in an amount **not to exceed Two Million Five Hundred Twenty Four Thousand DOLLARS (\$2,524,000) including One Hundred Fifty THOUSAND DOLLARS (\$150,000) 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:

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

ARCHITECT:

Westgroup Designs  
3600 Lime Street, building#2  
Riverside, CA 92501  
Attn: PariSima Hassani  
Telephone: (951) 250-7777

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

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

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

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

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

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

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

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

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

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

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

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

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

ARCHITECT:	DISTRICT:
Westgroup Designs	RIVERSIDE COMMUNITY COLLEGE DISTRICT
By: _____ PariSima Hassani	By: _____ Aaron S. Brown Vice Chancellor
CEO + Managing Principal 3600 Lime Street, Building#2 Riverside, CA 92501	Business & Financial Services

**EXHIBIT “A”**

**ARCHITECT’S FEE SCHEDULE**

**(For Riverside City College Advanced Technology (ATEC) Secondary Effect Project)**



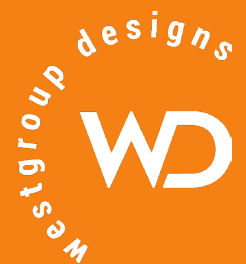
## Riverside Community College District

Request for Qualification / Proposal (RFQ/P)

for Architectural & Engineering Services for

ATEC Secondary Effect Project at Riverside City College

RFQ/P No. 13-25/26-2 - **Cost File**





# Project Fee Proposal

# UCLA



# 18. Project Fee Proposal

RCCD - RIVERSIDE CITY COLLEGE - ATEC PROJECT	
PROJECT PHASE	FEES
<b>1. PRELIMINARY PLANS (Schematic Design &amp; Design Development)</b>	<b>\$616,850</b>
<b>2. WORKING DRAWINGS (Total 2. A,B &amp; C)</b>	<b>\$1,138,800</b>
A. CONSTRUCTION DOCUMENTS	\$455,520
B. DSA PERMIT APPROVAL	\$56,940
C. BIDDING & AWARD	\$34,164
<b>3. ARCHITECTURAL AND ENGINEERING OVERSIGHT (Total 3. A &amp; B)</b>	<b>\$616,850</b>
A. CONSTRUCTION ADMINISTRATION	\$154,213
B. PROJECT CLOSE-OUT	\$6,169
<b>4. REIMBURSABLES</b>	<b>\$1,500</b>
<b>5. DISTRICT CONTROLLED DESIGN ALLOWANCE</b>	<b>\$150,000</b>
<b>TOTAL A/E Fees including Reimbursable and District Allowance</b>	<b>\$2,524,000</b>

## HOURLY RATES

### WESTGROUP DESIGNS - ARCHITECT

PRINCIPAL.....	\$320
DIRECTOR.....	\$294
DESIGN DIRECTOR.....	\$277
SR PROJECT MANAGER.....	\$250
SR PROJECT ARCHITECT.....	\$242
QA/QC.....	\$208
SPECIFICATIONS WRITER.....	\$200
SENIOR COORDINATOR.....	\$200
PROJECT ARCHITECT.....	\$185
PROJECT MANAGER.....	\$185
SENIOR JOB CAPTAIN.....	\$171
PROJECT COORDINATOR.....	\$165
PROFESSIONAL STAFF I.....	\$145
PROFESSIONAL STAFF II.....	\$135
PROFESSIONAL STAFF III.....	\$120
ADMINISTRATIVE.....	\$ 77

*As per page #4 of the RFQ/P, WD will not withdraw our proposal for a period of one hundred and eighty (180) calendar days after the submission deadline.*

*This AE fee includes relocating existing three (3 \*960sf) dry PC portables approved and close-out by DSA (including the restroom) to one location. Not including Civil, Landscape Architecture, Mechanical, Limited ADA update to portable building only and does not include any parking POT updates, Cost Estimate or any electrical or low voltage updates.*

## PEZESHKI ENGINEERING (PEI) MECHANICAL / PLUMBING

PRINCIPAL ENGINEER.....	\$230
ASSOCIATE / PROJECT DIRECTOR.....	\$205
PROJECT ENGINEER / MANAGER.....	\$170
DESIGNER REVIT / CAD OPERATOR DRAFTER.....	\$115
TECH. SPECIFICATION SPECIALIST.....	\$100

## VCA - CIVIL ENGINEERS

CIVIL PRINCIPAL.....	\$220
PROJECT MANAGER.....	\$200
LEAD/SENIOR PROJECT ENGINEER.....	\$180
PROJECT ENGINEER.....	\$165
ENGINEER.....	\$155
BIM MODELER.....	\$130
SENIOR CADD TECHNICIAN.....	\$110
CADD TECHNICIAN.....	\$100
CLERICAL/ADMIN.....	\$ 70

## RLA - LANDSCAPE ARCHITECT

PRINCIPAL.....	\$220
ASSOCIATE.....	\$190
SENIOR PROJECT MANAGER.....	\$180
PROJECT MANAGER.....	\$170
IRRIGATION DESIGNER.....	\$170
SR JOB CAPTAIN.....	\$130
JOB CAPTAIN.....	\$120
LANDSCAPE DESIGNER.....	\$110
ADMINISTRATIVE.....	\$110

## OCMI - COST ESTIMATING

PRINCIPAL.....	\$350
SNR. DIRECTOR.....	\$290
DIRECTOR.....	\$275
ASSOCIATE DIRECTOR.....	\$250
SNR. COST MANAGER.....	\$230
COST MANAGER.....	\$215
SNR. ESTIMATOR.....	\$195
SNR. RISK ANALYST.....	\$250
COST ESTIMATOR II.....	\$180
COST ESTIMATOR I.....	\$165
ECONOMIST.....	\$230
RISK ANALYST.....	\$230

## IMEG - STRUCTURAL, ELECTRICAL, TECHNOLOGY, FIRE PROTECTION / FIRE SPRINKLER, TECHNOLOGY

PROJECT EXECUTIVE.....	\$285
SENIOR PROJECT MANAGER 2.....	\$260
SENIOR PROJECT MANAGER I.....	\$240
ENGINEER OF DISTINCTION.....	\$270
SENIOR (ENGINEER / PLANNER / CONSULTANT) 3.....	\$255
SENIOR (ENGINEER / PLANNER / CONSULTANT) 2.....	\$225
SENIOR (ENGINEER / PLANNER / CONSULTANT) 1.....	\$205
PROJECT (ENGINEER/CONSULTANT) 2.....	\$185
PROJECT (ENGINEER/CONSULTANT) 1.....	\$170
DESIGNER OF DISTINCTION.....	\$235
SENIOR (DESIGNER/AUTHORITY) 3.....	\$210
SENIOR (DESIGNER/AUTHORITY) 2.....	\$205
SENIOR (DESIGNER/AUTHORITY) 1.....	\$185
PROJECT (DESIGNER/AUTHORITY) 2.....	\$170
PROJECT (DESIGNER/AUTHORITY) 1.....	\$155
DESIGNER (AUTHORITY/ANALYST) 2.....	\$135
DESIGNER (AUTHORITY/ANALYST) 1.....	\$125
DESIGN TECHNICIAN 2.....	\$110
DESIGN TECHNICIAN 1/INTERN.....	\$100
SENIOR CONSTRUCTION ADMIN.....	\$205
CONSTRUCTION ADMINISTRATOR.....	\$170
SENIOR PROCUREMENT MANAGER.....	\$285
SENIOR PROCUREMENT SPECIALIST.....	\$260
PROJECT COORDINATOR.....	\$140
SENIOR VIRTUAL DESIGN COORD. 2.....	\$160
SENIOR VIRTUAL DESIGN COORD. 1.....	\$150
VIRTUAL DESIGN COORDINATOR 2.....	\$140
VIRTUAL DESIGN COORDINATOR 1.....	\$125
VIRTUAL DESIGN TECHNICIAN.....	\$110
ADMINISTRATIVE ASSISTANT.....	\$100

## VENEKLASSEN ASSOCIATES ACOUSTICS

PRINCIPAL (ASSOCIATE I).....	\$275
ASSOCIATE PRINCIPAL (ASSOCIATE II).....	\$230
SENIOR ASSOCIATE (ASSOCIATE III).....	\$210
ASSOCIATE IV.....	\$185
ASSOCIATE V.....	\$165
ASSOCIATE VI.....	\$140



**RIVERSIDE** 3600 Lime Street, Building 2, Riverside , CA 92501 | T.951.250.7777  
**LA** 700 South Flower Street, Suite 1000, Los Angeles, CA 90017 | T. 323.250.1222  
**OC** 19900 MacArthur Boulevard, Suite 1000, Irvine, CA 92612 | T. 949.250.0880

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

**FACILITIES PLANNING AND DEVELOPMENT  
PROJECT SUMMARY STATUS UPDATES (April 09, 2026)**

**Measure CC 2024**

<b>Moreno Valley College (MVC)</b>	
Library Learning Resource Center (LLRC)	<p>This is a state and Measure CC-funded facility project. The project is currently in the design phase, and preliminary plans (PP) were submitted to the State on November 3, 2025.</p> <p>Authorization to proceed with Working Drawings (WD) is expected by April 15, 2026. The project is scheduled for occupancy in Fall 2030.</p>
BCTC - Education Building 2-A	<p>This is a state and Measure CC-funded facility project. The project is currently in the design phase, and preliminary plans (PP) were submitted to the State on November 4, 2025.</p> <p>Authorization to proceed with Working Drawings (WD) is expected by April 15, 2026. The project is scheduled for occupancy in Fall 2029.</p>
<b>Norco College (NC)</b>	
Center for Human Performance & Kinesiology (CHP+K)	<p>This is a state and Measure CC-funded facility project. The project is currently under construction with a projected completion date of Fall 2027.</p> <p>The CHP+K project includes a secondary-effect project, an F2 chiller upgrade, which is also under construction and scheduled for completion by July 2026.</p>
Library Learning Resource Center & Student Services (LLRC & Student Services)	<p>This is a state and Measure CC-funded facility project. The project is currently in the design phase, and preliminary plans (PP) were submitted to the State on November 18, 2025.</p> <p>Authorization to proceed with Working Drawings (WD) is expected from the State by April 15, 2026. The project is scheduled for occupancy in Fall 2030.</p> <p>The LLRC &amp; Student Services project includes a secondary-effect project involving the demolition and relocation of the Student Services Administration (SSA) and Campus Resource Center (CRC). Swing space is needed to temporarily house administrative offices and student services during the construction period. Design for this swing space is underway, with completion and staff relocation scheduled for August 2027.</p>
Corona Education Center (CEC)	<p>This is a Measure CC-funded facilities project. Facilities Planning &amp; Development is collaborating with college stakeholders on educational programming and related space requirements. Programming meetings with the planning consultant are scheduled from April to August 2026. The site is scheduled for opening and occupancy in August 2031.</p>

**FACILITIES PLANNING AND DEVELOPMENT  
PROJECT SUMMARY STATUS UPDATES (April 09, 2026)**

**Measure CC 2024**

<b>Riverside City College (RCC)</b>	
<b>Cosmetology</b>	<p>This is a state and Measure CC-funded facility project. The project is currently in the design phase and preliminary plans (PP) were submitted to the State on December 4, 2025.</p> <p>Authorization to proceed with Working Drawings (WD) is expected from the State by April 15, 2026. The project is scheduled for occupancy for Fall 2029.</p>
<b>Applied Technology (ATEC) Secondary Effect</b>	<p>The State has approved the Applied Technology (ATEC) Project for funding for FY 2026-27. The ATEC project will be a state and Measure CC-funded facility project.</p> <p>The ATEC project includes a secondary-effect project involving relocation of programs and demolition of the Technical B building, the relocation and demolition of the Network Operations Center (NOC), and the relocation of the Facilities M&amp;O grounds yards. The ATEC secondary-effect project is currently in the planning and programming phase.</p>
<b>Inland Empire Technical Trade Center (IETTC)</b>	<p>This project is funded by Measure CC. The district is coordinating with the City of Jurupa Valley on site entitlement, which is expected by the end of June 2026.</p> <p>The project's California Environmental Quality Act (CEQA) Mitigated Negative Declaration (MND) is near completion and will be published for public review in April 2026. The site is scheduled for opening and occupancy in April 2031.</p> <p>The district has scheduled two public community outreach and engagement meetings on April 14 and April 16, 2026.</p>