

**CITIZENS' BOND OVERSIGHT COMMITTEE
DISTRICT OFFICE, CONFERENCE ROOM 309
3801 MARKET STREET, RIVERSIDE, CALIFORNIA 92501
JULY 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, 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 April 9, 2026
Recommended Action: Approval

IV. MEASURE CC FINANCIAL UPDATE

- a. Measure CC – Project Commitments Summary Report as of June 30, 2026
Information Only

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

- a. Board Reports Using Measure C/CC Funding as of June 16, 2026
Information Only
- b. Measure CC Project Summary Status Updates as of July 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
APRIL 9, 2026 - 3PM**

COMMITTEE MEMBERS PRESENT

Monica Delgadillo, Vice Chair
Sheryl Plumley
Patricia Reynolds, Chair
Don Kindred

COMMITTEE MEMBERS ABSENT

Gabriel Graves
Michael Vahl
Jordan Wright

DISTRICT EMPLOYEES PRESENT

Aaron Brown, Vice Chancellor (VC), Business & Financial Services
Rebecca Goldware, VC, Institutional Advancement & Economic Development
Hussain Agah, Associate Vice Chancellor (AVC), Facilities Planning & Development
Mark Knight, Information Architect (Participated Virtually)
Renee Vigil, Executive Administrative Assistant (Participated Virtually)

CALL TO ORDER

The meeting was called to order at 3:03pm by chair Reynolds and the pledge of allegiance was taken.

PUBLIC COMMENTS

No public comments were received.

APPROVAL OF MINUTES FROM JANUARY 8, 2026

Motioned by member Kindred and seconded by vice chair Delgadillo (4 ayes).

MEASURE CC FINANCIAL UPDATE - PROJECT COMMITMENTS SUMMARY REPORT AS OF MARCH 31, 2026

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

MEASURE C/CC PROJECTS UPDATE - BOARD REPORTS USING MEASURE C/CC FUNDING AS OF MARCH 31, 2026

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

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

AVC Agah presented the Project Summary Status updates. The Measure CC projects at Moreno Valley College include: (1) Library Learning Resource Center and (2) Ben Clark Training Center - Education Building 2-A. The Measure CC projects at Norco College include: (1) Center for Human Performance & Kinesiology ; (2) Library Learning Resource Center & Student Services; and (3) Corona Education Center. The Measure CC projects at Riverside City College include: (1) Cosmetology; (2) Applied Technology Secondary Effect; and (3) Inland Empire Technical Trade Center.

BUSINESS FROM COMMITTEE MEMBERS

No business from committee members discussed.

ADJOURN

The meeting adjourned at 3:27pm.

Riverside Community College District
Measure CC - Project Commitments Summary
Series 2025 A
as of June 30, 2026 (Prior to Year End Close)

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>

<u>Measure CC - Cash on Hand</u>	<u>\$ 180,225,756</u>
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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	656,852,396
Program Contingency	13,875,384
Five Year Capital Construction Plan	<u>283,272,220</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 June 30, 2026 (Prior to Year End Close)**

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 06/30/26
Riverside City College			\$ 218,604,256			
<u>Completed</u>						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
Total Riverside City College Completed Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>In-Progress or Initial Phase</u>						
Cosmetology Building	\$ 37,332,036	\$ -	\$ 37,332,036	\$ 19,857,000	\$ 57,189,036	\$ 554,343
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	\$ 554,343
Total All Riverside City College Projects	\$ 45,332,036	\$ -	\$ 45,332,036	\$ 19,857,000	\$ 65,189,036	\$ 554,343
<u>Five Year Capital Construction Plan</u>						
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	
Total Remaining Riverside City College Amount			\$ -			

**Riverside Community College District
Measure CC - Project Commitments Summary
as of June 30, 2026 (Prior to Year End Close)**

Project	Project Funding Source						Actual Measure CC Expenditures thru 06/30/26
	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		
<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		\$ 119,688
	-	-	-	-	-		-
	-	-	-	-	-		-
	-	-	-	-	-		-
	-	-	-	-	-		-
Total IETTC In-Progress or Initial Phase Projects	\$ 180,000,000	\$ -	\$ 180,000,000	\$ 35,486,881	\$ 215,486,881		\$ 119,688
Total All IETTC Projects	\$ 180,000,000	\$ -	\$ 180,000,000	\$ 35,486,881	\$ 215,486,881		\$ 119,688
<u>Five Year Capital Construction Plan</u>							
	\$ -	\$ -	\$ -	\$ -	\$ -		
Total IETTC 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Remaining IETTC Amount			\$ -				

**Riverside Community College District
Measure CC - Project Commitments Summary
as of June 30, 2026 (Prior to Year End Close)**

Project	Project Funding Source						Actual Measure CC Expenditures thru 06/30/26
	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		
Norco College			\$ 108,503,850				
<u>Completed</u>							
	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	-	-	-	-	-		-
	-	-	-	-	-		-
	-	-	-	-	-		-
	-	-	-	-	-		-
Total Norco Completed Projects	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
<u>In-Progress or Initial Phase</u>							
Building F2 Chiller Plant Upgrade	\$ 4,500,000	\$ -	\$ 4,500,000	\$ -	\$ 4,500,000		\$ 2,383,635
Center for Human Performance & Kinesiology	22,766,000	-	22,766,000	31,257,000	54,023,000		453,029
Library Learning Resource Center	72,737,850	-	72,737,850	33,759,000	106,496,850		50,960
Library Learning Resource Center - 2nd Effects	8,500,000	-	8,500,000	-	8,500,000		222,835
	-	-	-	-	-		-
Total Norco College In-Progress or Initial Phase Projects	\$ 108,503,850	\$ -	\$ 108,503,850	\$ 65,016,000	\$ 173,519,850		\$ 3,110,459
Total All Norco College Projects	\$ 108,503,850	\$ -	\$ 108,503,850	\$ 65,016,000	\$ 173,519,850		\$ 3,110,459
<u>Five Year Capital Construction Plan</u>							
	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Norco College 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Remaining Norco College Amount			\$ -				

**Riverside Community College District
Measure CC - Project Commitments Summary
as of June 30, 2026 (Prior to Year End Close)**

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 06/30/26	
<u>Corona Education Center</u>			\$ 160,000,000				
<u>Completed</u>							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Corona Education Center Completed Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>In-Progress or Initial Phase</u>							
Corona Education Center	\$ 160,000,000	\$ -	\$ 160,000,000	\$ 630,825	\$ 160,630,825	\$ 21,671,558	
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Corona Education Center In-Progress or Initial Phase Projects	\$ 160,000,000	\$ -	\$ 160,000,000	\$ 630,825	\$ 160,630,825	\$ 21,671,558	
Total All Corona Education Center Projects	\$ 160,000,000	\$ -	\$ 160,000,000	\$ 630,825	\$ 160,630,825	\$ 21,671,558	
<u>Five Year Capital Construction Plan</u>							
	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Corona Education Center 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Remaining Corona Education Center Amount			\$ -				

**Riverside Community College District
Measure CC - Project Commitments Summary
as of June 30, 2026 (Prior to Year End Close)**

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 06/30/26	
Moreno Valley College			\$ 215,542,760				
<u>Completed</u>							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Moreno Valley College Completed Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>In-Progress or Initial Phase</u>							
Library Learning Resource Center	\$ 74,542,760	\$ -	\$ 74,542,760	\$ 43,662,000	\$ 118,204,760	\$ 1,093,359	
Library Learning Resource Center - 2nd Effects	9,500,000	-	9,500,000	-	9,500,000	-	
Reconstruction of Existing Library to Performing Arts/Physical	21,500,000	-	21,500,000	-	21,500,000	24,550	
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Moreno Valley College In-Progress or Initial Phase Projects	\$ 105,542,760	\$ -	\$ 105,542,760	\$ 43,662,000	\$ 149,204,760	\$ 1,117,909	
Total All Moreno Valley College Projects	\$ 105,542,760	\$ -	\$ 105,542,760	\$ 43,662,000	\$ 149,204,760	\$ 1,117,909	
<u>Five Year Capital Construction Plan</u>							
Biological & Physical Science & STEM Expansion	\$ 110,000,000	\$ -	\$ 110,000,000	\$ -	\$ 110,000,000		
Total Moreno Valley College 5 Yr Capital Construction Plan	\$ 110,000,000	\$ -	\$ 110,000,000	\$ -	\$ 110,000,000		
Total Remaining Moreno Valley College Amount			\$ -				

**Riverside Community College District
Measure CC - Project Commitments Summary
as of June 30, 2026 (Prior to Year End Close)**

Project	Project Funding Source						Actual Measure CC Expenditures thru 06/30/26
	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 Project Budget	Estimated Project Budget	
<u>Ben Clark Training Center</u>			\$ 40,473,750				
<u>Completed</u>							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
Total Ben Clark Training Center Completed Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>In-Progress or Initial Phase</u>							
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	\$ 40,473,750	\$ -	\$ 40,473,750	\$ 15,969,000	\$ 56,442,750	\$ -	\$ 373,680
Total All Ben Clark Training Center Projects	\$ 40,473,750	\$ -	\$ 40,473,750	\$ 15,969,000	\$ 56,442,750	\$ -	\$ 373,680
<u>Five Year Capital Construction Plan</u>							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Ben Clark Training Center 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Remaining Ben Clark Training Center Amount			\$ -				

**Riverside Community College District
Measure CC - Project Commitments Summary
as of June 30, 2026 (Prior to Year End Close)**

Project	Project Funding Source						Actual Measure CC Expenditures thru 06/30/26
	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		
<u>Central</u>			\$ 30,875,384				
<u>Completed</u>							
	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	-	-	-	-	-		-
	-	-	-	-	-		-
Total Central Completed Projects	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
<u>In-Progress or Initial Phase</u>							
Bond Issuance	\$ 1,585,069	\$ -	\$ 1,585,069	\$ -	\$ 1,585,069		\$ 1,585,069
Capital Project Management System	-	-	-	-	-		75,181
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		1,127,519
Program Contingency	13,875,384	-	13,875,384	-	13,875,384		-
	-	-	-	-	-		-
Total Central In-Progress or Initial Phase Projects	\$ 30,875,384	\$ -	\$ 30,875,384	\$ -	\$ 30,875,384		\$ 2,788,753
Total All Central Projects	\$ 30,875,384	\$ -	\$ 30,875,384	\$ -	\$ 30,875,384		\$ 2,788,753
<u>Five Year Capital Construction Plan</u>							
	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Central 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Remaining Central Amount			\$ -				

**Riverside Community College District
Measure CC - Project Commitments Summary
as of June 30, 2026 (Prior to Year End Close)**

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 06/30/26
Total Completed Projects All Sites	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total In-Progress or Initial Phase Projects All Sites	\$ 670,727,780	\$ -	\$ 670,727,780	\$ 180,621,706	\$ 851,349,486	\$ 29,736,390
Total Five Year Capital Construction Plan	\$ 283,272,220	\$ -	\$ 283,272,220	\$ 70,600,000	\$ 353,872,220	
Total Projects All Sites	\$ 954,000,000	\$ -	\$ 954,000,000	\$ 251,221,706	\$ 1,205,221,706	\$ 29,736,390
Total Remaining Amounts			<u>\$ -</u>			

Board of Trustees Regular Meeting (VI.L)

Meeting	April 21, 2026
Agenda Item	Grants, Contracts and Agreements (VI.L)
Subject	Grants, Contracts and Agreements - Consulting Services Agreement with 19Six Architects for the District Standards and Campus Design Guidelines
College/District	District
Funding	Measure CC
Recommended Action	Recommend approving the Consulting Services Agreement for the District Standards and Campus Design Guidelines with 19Six Architects in an amount not to exceed \$519,900.

Background Narrative:

On February 3, 2025, the District issued request for Qualifications and Proposals (RFQ/P No. 14-25/26-1) for comprehensive updates to District Standards and Campus Design Guidelines, which were last updated in 2012. Submittals were evaluated based on the following criteria: 1) review of statements of qualifications, 2) firm interviews, and 3) evaluation of fee proposals.

The district received four (4) responses to the RFQ/P. A selection committee, comprised of District Office staff, college representatives, and Gafcon PM-CM consultant personnel, reviewed and scored each proposal in accordance with the RFQ/P requirements. The top three (3) firms were invited for interviews, and the highest scoring firm was selected to negotiate a best and final fee proposal.

Based on the evaluation of qualifications, experience, demonstrated competence, and negotiated price, it is recommended that 19Six Architects be awarded a consulting services agreement to provide a comprehensive update to District Standards and Campus Design Guidelines in an amount not to exceed \$519,900, which includes a District-controlled allowance. The term of the agreement is from April 22, 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
Travonne Bell, Director, Facilities, Maintenance & Operation, Norco College
Robert Beebe, Director, Facilities, Maintenance & Operation, Riverside City College

Attachment(s):

[Agreement - 19Six Architects](#)

CONSULTANT SERVICES AGREEMENT

This AGREEMENT is made and entered into this **22nd day of April in the year 2026** by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT,” and **19six Architects**, 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 **District Standards and Campus Guidelines Consultant Services**, 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 **April 22, 2026** through project completion per scope of services.

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 **FIVE**

HUNDRED NINETEEN THOUSAND AND NINE HUNDRED DOLLARS (\$519,900.) including district Allowances 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 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 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 ARCHITECT:

19six Architects
Attn: Alan Kroeker
250 E. Rincon St, Suite 204
Corona, CA 92879
Telephone: (805) 476-3099
Email: AKroeker@19six.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.

19SIX ARCHITECTS

By  _____

Print Name: Alan Kroeker

Title: Principal

Date 04-07-26 _____

Address 250 E. Rincon St, Suite 204
Corona, CA 92879

Phone (805)476-3099

Fax N/A _____

Tax ID# 95-2273845 _____

Email AKroeker@19six.com

**RIVERSIDE COMMUNITY COLLEGE
DISTRICT**

By _____

Print Name: Aaron S. Brown

Title: Vice Chancellor, Business and Financial
Services

Date _____

EXHIBIT “A”

CONSULTANT ‘S WORK PLAN, SCOPE OF SERVICES, AND COMPENSATION

Scope of Work Items - District Standards and Campus Guidelines:

Develop the District Standards and Campus Guidelines as distinct but related set of standards using the following format.

Section 1 – Standards Document Overview

- a. The consultant will provide an overarching Introduction, brief history of the District, and guidance on how to use the District Standards and Campus Guidelines as well as references to items such as the District Sustainability Plan and Utility Master Plans.

Section 2 - Campus Design Guidelines

- a. The campuses are different and it is important to maintain the architectural character of each, therefore the consultant will provide separately for each site a description of the planned design approach for future architectural and landscape projects on each campus, including:
 - a. Facilities Master Plan (provided by District)
 - b. Campus Setting & Character
 - c. Goals & Objectives
 - d. Specific Design Guidelines
 - e. Site Design
 - f. Architectural Design
 - g. Exterior Building Materials
 - h. Graphics & Signage
 - i. Campus Site Furniture
 - j. Parking & Circulation

Section 3 - Space Guidelines

- a. Develop diagrams and narratives for typical instructional, administrative and support spaces, including:
 - a. Classrooms
 - b. Hi-Flex Classrooms
 - c. Conference Rooms
 - d. Offices
 - e. Corridors + Collaborative
 - f. Spaces
 - g. Toilet Rooms
 - h. Custodial Rooms
 - i. Elevator Cabs
 - j. Technology Rooms
 - k. Mechanical Rooms
 - l. Electrical Rooms

Section 4 - Materials and Systems Standards

- a. Develop performance criteria for typical building and site systems and materials, items that can be standardized across the District with the intent of maximizing those building systems that can become a District-Wide Standard in

order to gain the benefit of simplifying attic stock, vendors and other services required for the long-term maintenance of the District including:

- a. Division 3 - Concrete
 - b. Division 4 - Masonry
 - c. Division 5 - Metals
 - d. Division 6 - Wood, Plastics, Composites
 - e. Division 7 - Thermal + Moisture Protection
 - f. Division 8 - Openings
 - g. Division 9 - Finishes
 - h. Division 10 - Specialties
 - i. Division 11 - Equipment
 - j. Division 12 - Furnishings
 - k. Division 14 - Conveying Equipment
 - l. Division 21 - Fire Suppression
 - m. Division 22 - Plumbing
 - n. Division 23 - HVAC
 - o. Division 26 - Electrical
 - p. Division 27 - Communications/Technology
 - q. Division 28 - Electronic Safety + Security
 - r. Division 32 - Exterior Improvements
 - s. Division 48 - Electrical Power Generation
 - t. Division 51 - Acoustical + Sound Isolation
- b. The consultant will also catalog any other building systems or trades that are unique to each campus and is not able to be incorporated into the District-wide Standards.

Section 5 - Appendices

- a. Include relevant appendices to support the District Standards and Campus Guidelines:
 - a. Appendix A - Roofing Guideline Drawings
 - b. Appendix B - Signage Guidelines Drawings
 - c. Appendix C - Lighting Guideline Matrix
 - d. Appendix D - IT and Cabling Information
 - e. Appendix E - Preferred AV Products/Details
 - f. Appendix F - Irrigation Zone Color Codes
- * Subject to Change (Typical examples)

In order to complete the above District Standards and Campus Guidelines, the consultant will:

Development of District Standards and Campus Guidelines

a. Initial Review and Preparation

- 1. Review current standards for relevance and other information provided by the District
- 2. Meet with District and Campus facilities staff to discuss any current standards.
- 3. Coordinate with other District consultants
- 4. Meetings - Two (2) coordination meetings with facilities staff

b. Research and Analyze

1. Research best practices and analyze options for room space standards for spaces identified in Section 3 above.
2. Research best practices and current sustainable cost-effective materials and systems
3. Analyze concerns from District staff on current materials and systems and provide analysis and options to meet District needs
4. Coordinate with District consultants
5. Meetings - Two (2) coordination meetings with facilities staff

c. Collect and Recommend

1. Develop and send out surveys to District and Campus staff for specific systems and materials to collect initial input before detailed work sessions.
2. Develop initial “standards” recommendations based on survey results.
3. Hold follow-up meetings, take and distribute meeting notes, and obtain sign offs as they relate to those items that constitute the “standards”.
4. Coordinate with District consultants
5. Meetings
 - a. Ten (10) detailed work sessions with appropriate staff focusing on material and systems standards (2 hours per session) in the following systems identified in Section 4 above.
 - b. Three (3) space standards work sessions with deans, faculty, and staff on instructional and office spaces (2 hours per session)
 - c. One (1) coordination meeting with facilities staff
 - d. Two (2) task force meetings with District leadership on Campus Design Guidelines (2 hours per session)

District and Campus Standards Deliverables

- a. Use District template – Section 1 – Section 5 above.
- b. Standards to be created either an InDesign or Word format file that can be printed in a PDF format
- c. Include illustrative photos, diagrams, and charts to supplement narrative and communicate design and space guidelines
- d. Coordinate with consultants
- e. Provide one (1) facilities management review and revision for each draft
- f. Collect District-consolidated comments and incorporate into document
- g. Develop final draft for review and comment by District staff
- h. Collect District-consolidated comments and incorporate
- i. Finalize District and Campus Standards, print, and deliver document
- j. Meetings:
 - a) One (1) coordination meeting with facilities staff (2 hours)
 - b) One (1) presentation to District leadership (1 hour)

A. Project Schedule

The District anticipates the following schedule; and respondents are advised that the District expressly reserves the right to adjust the project schedule.

- | | |
|--|-------------------|
| ▪ Contract Execution | April 21, 2026 |
| ▪ Notice to Proceed | May 5, 2026 |
| ▪ Phase I – Project Initiation and Discovery | August 28, 2026 |
| ▪ Phase II – Recommendations and Solutions | December 18, 2026 |
| ▪ Phase III – Revisions to Standards | April 30, 2027 |
| ▪ Final District Standards and Campus Guidelines to RCCD | May 21, 2027 |

April 6, 2006

Chris Dunne

Associate Program Manager, Program Management Services

Riverside Community College District Consultant for Facilities Planning and Development

Project: Riverside Community College District

RCCD Design Standards Updates

19six #: 26039.00

Dear Chris:

Thank you for the opportunity to provide you with professional architectural and engineering services for Riverside Community College District. We are pleased to submit this proposal for RCCD Design Standards Updates .

PROJECT DESCRIPTION

The existing District Standards and Campus Guidelines, originally developed in 2012, will be updated to ensure alignment with current industry best practices, evolving technology, updated code requirements, and the District's operational needs.

The existing RCCD Standards provide comprehensive guidelines for the design, construction, and maintenance of all District facilities and improvements. These standards serve as a critical tool to maintain consistency, quality, and cost-effectiveness across all projects within the District, while supporting long-term durability, sustainability, and ease of maintenance.

Project Scope:

The project will include a comprehensive review and update of the existing standards to:

- Reflect changes in applicable codes and regulations (e.g., California Building Code, ADA/DSA updates, Title 24, CALGreen)
- Integrate lessons learned from recent District projects and stakeholder feedback
- Address advances in technology, systems, and materials
- Align with current sustainability, energy efficiency, and resiliency goals
- Ensure ease of use, clarity, and consistency across all sections and possible further consolidation between campuses
- Update and expand typical details, diagrams, and specifications as needed

The updated Standards will continue to provide clear direction for design consultants, contractors, and vendors working on RCCD facilities while supporting the District's long-term goals for operational efficiency, maintainability, and high-quality learning environments.

SCHEDULE

We are ready to proceed with this work upon your approval. The following schedule assumes an authorization to proceed of May 5, 2025:

Authorization to Proceed.....	05/05/26
Phase I- Project Initiation and Discovery	08/28/26
Phase II- Recommendations and Solutions.....	12/18/26
Phase III- Revisions to Standards.....	04/30/27
Final RCCD District Standards Document.....	05/21/27

SCOPE OF SERVICES

Services shall include professional architectural, mechanical engineering, electrical engineering, landscape architecture and acoustical engineering services. A breakdown of the services is as follows:

Basic Services

A. Phase I- Project Initiation and Discovery

1. One (1) in-person Kickoff Meeting with District
 - Confirm scope, goals, and process with RCCD stakeholders.
 - Identify stakeholders and decision-makers.
 - Review project goals, priorities and expectations
2. Standards Review
 - Evaluate existing District Standards, technical manuals, Facilities Master Plans, Sustainability Plan, and Utility Master Plans.
 - Meet with District and campus facilities staff to understand operational priorities, system performance issues, and campus-specific considerations.
 - Coordinate with other District consultants to ensure alignment and prevent duplication.
 - Develop project -work plan, and meeting schedule.
 - Conduct two (2) coordination meetings with facilities staff to confirm approach, scope, and format for the standards document.
 - Identify outdated information, gaps, and areas needing clarification
 - Cross-check against recent code updates (CBC 2022, Title 24, CALGreen, DSA Bulletins, etc.)
 - Identify opportunities for consolidation
3. Research and Analyze
4. Two (2) in-person Review Meetings with the Stakeholders' Groups (2 architectural/ acoustical/landscape, MEP, security and IT, door hardware)
 - Review recent project lessons learned within the District
 - Analyze concerns from District staff on current materials and systems and provide analysis and options to meet District needs
 - Research best practices and analyze options for room space standards
 - Research best practices and current sustainable cost-effective materials and systems
 - Document specific improvement recommendations
 - Collect data with preferred product list
 - Bi-weekly coordination meetings via zoom

Fee

\$ 94,200

B. Phase II- Recommendations and Solutions

1. Develop Recommendations
 - Summarize key findings from Phase I
 - Outline recommended updates, revisions, and additions by Standards category
2. Technical Updates to Standards Content by Discipline: Site Design and Landscape, Architectural, MEP Systems, Technology and Communications, Safety, Security and Access Control.
3. Recommend Product Substitutions or Preferred product List Updates
4. Develop and distribute surveys to District and PMO staff to collect initial input on systems, materials, and space requirements.
5. Coordinate with District consultants to ensure alignment and consistency.
6. Workshops / Meetings:
 - Ten (10) detailed materials and systems work sessions (2 hours each) covering:
 - Overview and Processes
 - Mechanical, Plumbing, Electrical, Civil, Landscaping
 - Interior and Exterior Building Finishes
 - Moisture Protection and Roofing
 - Technology, AV, and Data Center (standards only)
 - Hardware and Security System (program provided by District)
 - Fire Alarm, Acoustical, and Elevator Systems
 - Wayfinding and Signage (standards only)
 - Total Cost of Ownership (TCO)
 - Furniture, Fixtures & Equipment (academic and admin spaces)
 - Sustainability and Environmental Practices
 - BIM/GIS/ONUMA/Space Management/Fusion standards (no implementation included)
 - Three (3) Campus Design Guidelines and Space Standards workshops (2 hours each) with deans, faculty, and staff, focusing on instructional and office spaces.
7. One (1) coordination meeting with facilities staff.
8. Two (2) task force meetings with District leadership on Campus Design.
9. Eight (8) bi-Weekly progress meetings via Zoom with the Task Force
10. Bi-weekly progress meetings via Zoom

Phase II- Riverside City College

Fee	\$ 44,550
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Phase II- Norco College

Fee	\$ 41,650
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Phase II- Moreno valley College

Fee	\$ 41,650
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Phase II- Ben Clark Training Center

Fee	\$ 40,100
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C. Phase III- Revisions to Standards

1. Refine and Finalize the Content
 - Incorporate feedback from Phase II stakeholder workshops
 - Confirm final recommendations with District Facilities leadership

- Resolve outstanding questions or preferences
- 2. Update all Sections of District Standards per Approved Recommendations
- 3. Develop Draft #1 of the Standards Document based on the Initial Review and collected information.
- 4. Apply the District template (Sections 1–5).
- 5. Create document in InDesign or Word format, printable as PDF.
- 6. Include illustrative photos, diagrams, and charts to supplement the narrative and communicate space and design guidelines.
- 7. Coordinate with consultants.
- 8. Provide Draft #1 PDF for review.
- 9. Meetings:
 - One (1) coordination meeting with facilities staff (2 hours) to review draft and address corrections.
- 10. Update System Guidelines by Investigating Newly Constructed Buildings for Specified Materials, Equipment and Building Systems Used
- 11. Collect District-consolidated comments from Draft #1 and incorporate into Draft #2.
- 12. Provide PDF draft for review and revision.
- 13. Coordinate with District consultants as needed.
- 14. Meetings:
 - One (1) coordination meeting with facilities staff (2 hours) to review draft and address corrections.

Develop Final Standards Document

- 15. We understand that the Final Standards will be an ongoing “living” document, which will continue to be refined through the design and construction of each new building.
- 16. Develop final draft for review and comment by District staff and/or PMO.
- 17. Collect District-consolidated comments and incorporate.
- 18. Finalize District and Campus Standards, print, and deliver document.
- 19. Meetings:
 - One (1) coordination meeting with facilities staff.
 - One (1) presentation to District leadership (1 hour).

Phase III- Space Guidelines	
Fee	\$ 55,650
Phase III- Materials and Building Systems	
Fee	\$ 103,300
Phase III- Appendices	
Fee	\$ 48,800
Total Fixed Fee	\$ 469,900
District Controlled Allowance	<u>\$ 50,000</u>
Total Fixed Fee with District Controlled Allowance	\$ 519,900

REIMBURSABLE EXPENSES - There are no reimbursable expenses anticipated for this project. If any reimbursable expenses do arise, 19six shall notify the Owner and get authorization prior to incurring said expense. Reimbursable expenses will be billed at a rate of 1.15 times.

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

- As-built drawings for the existing buildings
- Plan review application fees
- Blueprinting and photocopying costs for additional copies beyond those required for the meetings and as listed above
- Revisions to Sustainability and Signage Standards
- Revisions to Structural Standards

DAMAGE LIMITATION - As a material inducement to 19six Architects to enter into this Agreement, Owner agrees that the total liability of 19six Architects (whether for compensatory or consequential damages, attorneys' fees, costs, or any other type of damages or liability whatsoever) arising out of or relating to any alleged negligence, design defects, or breach of this agreement by 19six Architects, shall be limited to the fee earned.

INDEMNITY - As a material inducement to 19six Architects to enter into this Agreement, Owner agrees to indemnify, defend and hold 19six Architects, its agents, employees, officers, directors, and consultants harmless from and against any and all claims, suits, actions, damages, fees, (including attorneys' fees), and liabilities whatsoever which arise out of or relate to the project unless resulting from the sole negligence or willful misconduct of 19six Architects.

We will bill you monthly based on a percentage complete basis. Payment is expected within 30 days of the billing date.

Services will be managed by Ewa Pocwiardowska , and overseen by Alan Kroeker, Senior Principal – license number C-22474.

If this proposal meets with your approval, please sign below and return a copy for our records or have your procurement team prepare a formal contract. We will start work upon your written authorization below while the formal contract is being prepared.

Thank you for this opportunity to be of service. We look forward to working with District to incorporate these much-needed updates into the Design Standards document.

Sincerely,

A handwritten signature in blue ink, reading "Alan Kroeker".

Alan Kroeker, Architect

President

19six Architects

A handwritten signature in blue ink, reading "Ewa Pocwiardowska".

Ewa Pocwiardowska, Associate Director

19six Architects

Board of Trustees Regular Meeting (VI.S)

Meeting	April 21, 2026
Agenda Item	Other Items (VI.S)
Subject	Project Closeout - Riverside City College Life Science and Physical Science Reconstruction Project for Business Education and Computer Information Systems
College/District	Riverside City College
Funding	RCC Measure C Allocation, RCC General Funds, State Capital Outlay Funding Allocation, RCC COVID-19 Block Grant Allocation
Recommended Action	Recommend approving the project closeout for the RCC Life Science and Physical Science Reconstruction Project for Business Education and Computer Information Systems in the total amount of \$488,312.

Background Narrative:

On January 23, 2024, the Board of Trustees approved the revised budget for the Riverside City College (RCC) Life Science and Physical Science Reconstruction Project for the Business Education (BE) and Computer Information Systems (CIS) in the total amount of \$38,437,086.

The Project Closeout and Reconciliation (PCR) reconciles the Board-approved budget with the actual expenditures for the completed project. The PCR identifies a net remaining project balance of \$488,312.

Approval of this item will authorize the closeout of the project and the reallocation of unused project funds to the college and/or funding sources identified in the PCR, making these funds available for future projects.

It is recommended that the Board of Trustees approve the Project Closeout and Reconciliation (PCR) as presented.

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

Attachment(s):

[Project Closeout and Reconciliation Report - Riverside City College Life Science and Physical Science Reconstruction Project for Business Education and Computer Information Systems](#)

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

PROJECT CLOSEOUT AND RECONCILIATION (PCR)

April 21, 2026

Budget/Expenditures	Local Funding	COVID 19 Block Grant	State Capital Outlay	Measure C Funding	TOTAL
Approved Budget (January 23, 2024)	\$ 3,059,437	\$ 300,000	\$28,977,000	\$ 6,100,649	\$ 38,437,086
Expenditures	\$ 2,578,628	\$ 300,000	\$28,977,000	\$ 6,093,146	\$ 37,948,774
Remaining Funds	\$ 480,809	\$ -	\$ -	\$ 7,503	\$ 488,312

Board of Trustees Regular Meeting (VI.J)

Meeting	April 21, 2026
Agenda Item	Grants, Contracts and Agreements (VI.J)
Subject	Grants, Contracts and Agreements - Architectural Services Agreement Amendment No. 2 with DLR Group for the Norco College Center for Human Performance & Kinesiology Project
College/District	Norco College
Funding	State Capital Outlay Funding Allocation & Measure CC
Recommended Action	Recommend approving the Architectural Services Agreement Amendment No. 2 with DLR Group for the Center for Human Performance & Kinesiology Project at Norco College in an amount not to exceed \$212,850, bringing the total agreement amount to \$2,322,350.

Background Narrative:

On August 17, 2021, the Board of Trustees approved a contract with DLR Group to provide architectural and engineering services for the Center for Human Performance & Kinesiology Project at Norco College in the amount of \$1,985,000. On February 21, 2023, the Board approved Agreement Amendment No. 1, in the amount of \$124,500, to address California Building Standards Code updates effective January 1, 2023, bringing the total agreement to \$2,109,500.

Agreement Amendment No. 2 with DLR Group, in the amount of \$212,850, will increase the total agreement to \$2,322,350 and addresses the following:

1. Labor Cost Adjustment - \$143,000: The project was originally approved by the State Chancellor's Office with 100% State funding for FY 2021-22; however, the Department of Finance later required a 20% local contribution to proceed with the project. The August 2021 contract with DLR Group was based on a project schedule that has since been extended by approximately two years due to delays in State funding and the District's inability to proceed prior to the passage of Measure CC, placing the contract on hold. This adjustment reflects increased labor costs necessary to complete the original scope under current market conditions.
2. Air Handling Unit (AHU) System Redesign - \$69,850: The specified PACE Air Handler Unit (AHU) is experiencing a six-month manufacturer delay, and the manufacturer has confirmed its inability to meet the project schedule. To avoid project delays, District staff directed DLR Group to redesign and specify an alternative AHU system that aligns with the construction schedule and maintains the project completion date. A six-month delay would result in significant additional costs associated with extended general conditions and overhead for the general contractor and subcontractors, as well as extended services for the District's construction management team, including the Inspector of Record.

It is recommended that the Board of Trustees approve Agreement Amendment No. 2 with DLR Group in an amount of \$212,850, bringing the total agreement amount to \$2,322,350. This increase is within the previously approved project budget.

Prepared By: Monica Green, President, Norco College
Michael Collins, Vice President, Business Services, Norco College
Aaron S. Brown, Vice Chancellor, Business and Financial Services
Hussain Agah, Associate Vice Chancellor, Facilities Planning and Development
Bart Doering, Facilities Development Director, Facilities Planning and Development
Mehran Mohtasham, Director, Capital Planning, Facilities Planning and Development

Attachment(s):

[Agreement Amendment No. 1 - CHPK DLR Group](#)

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

(Center for Human Performance & Kinesiology Project at Norco College)

This document amends the original agreement between the Riverside Community College District and DLR Group, which was originally, approved by the Board of Trustees on August 17, 2021, RFQ/P #52-20/21-4.

The agreement is hereby amended as follows:

Additional compensation of this amended agreement shall not exceed \$212,850 totaling the agreement to \$2,322,350. The term of this agreement shall be from the original agreement date of August 18, 2021 to project completion.

Payments and final payment shall coincide with original agreement.

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

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

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

DLR Group

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

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

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

Date: _____

Date: _____

Exhibit I

Project: Center for Human Performance & Kinesiology Project at Norco College

Scope of Work: **Amendment No. 2 for additional services as described below.**

Amount	Description
\$1,985,000	Architectural & Engineering Services Agreement with DLR Group for the Center for Human Performance & Kinesiology Project at Norco College.
\$124,500	Amendment No. 1 - The California Building Standard Commission has established new building codes effective on January 1, 2023. Due to the timing of the Department of Finance's approval to proceed with Working Drawings, DSA submission date postponed to May 2023, Therefore, the district requested additional services to modify the preliminary plans and Working drawings based on the new code cycle that was not part of DLR's original scope of services.
\$212,850	Amendment No. 2 – 1. Labor Cost Adjustment – \$143,000: To cover increased labor costs required to complete the originally contracted architectural services under current market conditions. The August 2021 contract anticipated a project schedule that has since been extended by approximately two years due to delays in State funding and the District's inability to proceed prior to the passage of Measure CC, resulting in the contract being temporarily on hold. 2. Air Handling Unit (AHU) System Redesign – \$69,850: The specified PACE Air Handler Unit (AHU) is experiencing a six-month manufacturer delay. DLR Group will redesign and specify a comparable unit to maintain alignment with the construction schedule and project completion date.
\$2,322,350	Grand Total



DLR Group inc.
a California corporation
3801 University Ave, Suite 600
Riverside, CA 92501

April 4, 2026

Hussain Agah, MSCE, PMP, CCM, LEED AP BD+C
Associate Vice Chancellor, Facilities Planning & Development
Riverside Community College District
3801 Market Street, 3rd Floor
Riverside, CA 92501
hussain.agah@rccd.edu

Re: Project Name: Norco College Center for Human Performance & Kinesiology
DLR Group Project No.: 75-21620-00

Additional Service Proposal 05 for Labor Fee Adjustment & Air Handling Unit (AHU) Revision

Mr. Agah:

This proposal is to request additional Architecture and Engineering (A/E) services fees for the Fee Adjustment for the Construction Phase based on a schedule delay, which impacted cost of labor / wage increases, and for the redesign associated with substitution request for the custom Air Handling Units (AHU) under the direction of the district.

1.0 Description for Labor Fee Adjustment

The requested fee increase of \$143,000 is justified based on the significant project schedule extension and corresponding escalation in labor costs since the original agreement in 2021.

The initial agreement anticipated a project schedule that has since been extended by approximately two unanticipated years. Construction was originally scheduled to commence on August 1, 2023; however, due to delays in funding appropriations, the Notice to Proceed was not issued until August 15, 2025, resulting in a 24-month delay.

The original contracted amount for the affected phases is as follows:

- Bidding & Award Phase: \$38,500
- Construction Phase: \$327,250
- Project Close-out: \$115,500
- Total for impacted phases: \$481,250

Applying a conservative average labor rate escalation of approximately 7.5% (based on increases ranging from 5% to 11% across staff classifications), the cost impact attributable to wage escalation is calculated as follows:

- $\$481,250 \times 7.5\% = \$36,093.75$ per year

ELEVATE *the*
HUMAN EXPERIENCE
THROUGH DESIGN

Over the 4.5-year period between August 2021 and April 2026, the cumulative impact of labor escalation is as follows:

- $\$36,093.75 \times 4.5 \approx \$162,421.88$

The requested adjustment of \$143,000 falls below this calculated escalation impact and therefore represents a reasonable and conservative request. It reflects only the increased labor costs necessary to deliver the originally contracted scope under current market conditions, without any expansion of services.

Schedule: there are no schedule impacts.

2.0 Description for AHU Redesign

The design team completed the review of the specified air handling unit manufacturer Energy Labs' submittal on October 30, 2025. PCL was then notified by Energy Labs that there will be a delay in the delivery of the four (4) Air Handling Units (AHU) for this project by about 5 months due to them receiving larger projects that they deem to be higher priority. DLR Group reached out to Energy Labs and received a similar response. Ultimately, this delay is entirely caused by the manufacturer not honoring the project deliverables and is out of the design team's control.

DLR Group received Submittal 23 73 13-675.0 Custom Air Handling Units on March 16, 2026, reflecting the proposed new four (4) PACE AHU, and has reviewed it to analyze the redesign impact, as outlined below.

A) General

- Up to three (3) meetings with the manufacturer and contractor to coordinate the design
- Coordinate and update drawings, calculations, and specifications associated with the four (4) new PACE AHU
- Generate Construction Change Directive CCD to submit to DSA
- Receive DSA comments and capture revisions to attain approval
- Distribute approved CCD to the field
- Up to two (2) reviews of the new PACE AHU submittal

B) Architectural

- Lead the substitution review efforts
- Lead the new submittal review efforts
- Coordination among engineers the drawing, calculation, and specification updates
- Lead and coordinate CCD, DSA submission, and approval

C) Mechanical Engineering

- Review of the proposed PACE AHU performance data for general conformance with design intent
- Review of AHU capacities against project cooling and heating loads requirements
- Title 24 calculation revisions
- Confirm alignment of duct routing penetration points
- Confirm new AHU dimensions and update mechanical pad sizes accordingly
- Review of control interfaces for general conformance
- Review outdoor air and economizer functions for general conformance with Title 24 and project intent
- Condensate routings review and revisions
- Drawings and Specifications updates to prepare CCD documents for DSA

D) Electrical Engineering

- a. Review electrical requirements for equipment and feeders versus construction documents and update as needed
Review and confirm Short Circuit Current Rating (SCCR) of equipment versus calculated values. Note discrepancies where applicable and requirements for substituted equipment

E) Structural Engineering

- a. Re-align secondary beams with the updated location of mechanical units
- b. Drawing updates to accommodate duct rerouting
- c. Anchorage design and detailing revisions

F) Acoustic Engineering

- a. Review sound data for new AHU and make appropriate recommendations for attenuation and mitigation as needed

Schedule: Upon notice to proceed (NTP) the team anticipates a four- to-six (4 - 6) week turnaround to submit the CCD to DSA.

3.0 Professional Fees

This proposal is for a lump sum fee of **Two Hundred Twelve Thousand, Eight Hundred Fifty Dollars (\$ 212,850)** and broken down as follows. It will be invoiced in accordance of the completion of the work.

Item	Description	Fee
1)	Labor Fee Adjustment	\$ 143,000
2)	AHU Redesign	\$ 69,850
	TOTAL	\$ 212,850

Item 2-AHU Redesign is broken down further as follows:

Discipline	Total Hours	Fee
Architectural	106	\$ 20,160
Mechanical Engineering	96	\$ 21,650
Electrical Engineering	56	\$ 11,320
Structural Engineering	56	\$13,920
Acoustic Engineering	17	\$ 2,800
Grand Total	331	\$ 69,850

4.0 Assumptions

- 4.1 Assumption that the original Structural Engineering design captured the loads to accommodate the new AHU load shown on this submittal. If the final manufactured load exceeds what is shown on the submittal, additional structural load studies will be needed, and a separate proposal will be submitted at that time for this effort.
- 4.2 It is assumed that the new units will be approximately located where the previous units were located.

- 4.3 Manufact to comply with the requirements listed on the submittal and approved CCD. Should the manufacturer's final unit be different than the redesigned drawings and specifications, a separate proposal will be submitted at that time to capture any additional re-evaluation and/or redesign efforts required.
- 4.4 The factory testing process and procedures shall comply with the standard methods outlined in the specifications. Witnessing of the testing by the design team is not part of the scope per the original specifications.
- 4.5 Factory testing with engineer witness was not included in the original specifications.
- 4.6 Contractor is responsible for accuracy and completeness of all AHU data, performance, and submittals, and for confirming compliance with project loads and design criteria.
- 4.7 Contractor shall review and incorporate all BAS integration features, sequence requirements, and functional elements included in the originally approved EnergyLab AHUs into the proposed PACE AHUs to ensure full system compatibility and performance.
- 4.8 All terms and scope of services remain consistent with the original Architectural Services Agreement dated August 18, 2021.
- 4.9 Upon your notification that this proposal is acceptable, we will expect an Owner-issued Amendment to the existing service agreement.

If this proposal is acceptable, please provide written approval for this work at your earliest opportunity. We are happy to discuss this with you in further detail. If you have any questions, please feel free to call me.

Sincerely,
DLR Group



Rita S. Carter, AIA, NOMA, Assoc. DBIA
Higher Education Client Leader | Principal
rcarter@DLRGroup.com
CA License No. C35431

Encl: None
cc: MM, LAJ; File

Board of Trustees Regular Meeting (VI.K)

Meeting	April 21, 2026
Agenda Item	Grants, Contracts and Agreements (VI.K)
Subject	Grants, Contracts and Agreements - Architectural Services Agreement Amendment No. 1 with HMC Architects for the Ben Clark Training Center, Education Building 2A Project
College/District	District
Funding	State Capital Outlay Funding Allocation & Measure CC
Recommended Action	Recommend approving the Architectural Services Agreement Amendment No. 1 with HMC Architects for the Education Building 2A Project at Ben Clark Training Center in an amount not to exceed \$38,550, for a total agreement amount of \$2,318,550.

Background Narrative:

On June 17, 2025, the Board of Trustees approved a contract with HMC Architects to provide architectural and engineering services for the Educational Building 2A Project at Ben Clark Training Center in the amount of \$2,280,000.

As part of design development and coordination with public utility providers, it was determined that the project requires additional infrastructure upgrades. Western Municipal Water District (WMWD) requires new, separate service laterals for domestic, irrigation, and fire water services. These additional design requirements were not included in HMC Architects' original scope of services or contract.

It is recommended that the Board of Trustees approve Agreement Amendment No. 1 with HMC architects in an amount of \$38,550, bringing the total agreement amount to \$2,318,550. This increase is within the previously approved project budget.

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

Attachment(s):

[Agreement Amendment No. 1 - HMC Architect](#)

FIRST (1) AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
HMC ARCHITECTS
(Education Building 2A Project at Ben Clark Training Center)

This document amends the original agreement between the Riverside Community College District and HMC Architects, which was originally, approved by the Board of Trustees on June 17, 2025, RFQ/P #40-24/25-5.

The agreement is hereby amended as follows:

Additional compensation of this amended agreement shall not exceed \$38,550 totaling the agreement to \$2,318,550. The term of this agreement shall be from the original agreement date of June 18, 2025 to project completion.

Payments and final payment shall coincide with original agreement.

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

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

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

HMC Architects

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
Brad Glassick
Principal
3546 Concours
Ontario, CA 91764

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

Date: _____

Date: _____

Exhibit I

Project: Education Building 2A Project at Ben Clark Training Center

Scope of Work: **Amendment No. 1 for additional services as described below.**

Amount	Description
\$2,280,000	Architectural & Engineering Services Agreement with HMC Architects for the Education Building 2A Project at Ben Clark Training Center.
\$38,550	Amendment No. 1 - Ben Clark Training Center Education Building 2A – Utility Requirements and Contract Amendment: Western Municipal Water District (WMWD) requires separate service laterals for each water service type (domestic, irrigation, and fire). The District has requested modifications to the preliminary plans to accommodate these requirements, which extend beyond the original project footprint and were not included in HMC Architects' original scope of services. The total fee for the additional architectural and engineering services is \$118,500. After application of a previously Board-approved \$80,000 allowance, Amendment #1 is in the amount of \$38,550.
\$2,318,550	Grand Total

April 7, 2026

Mehran Mohtasham
Director, Capital Planning, Facilities Planning and Development
Riverside Community College District
3801 Market Street, 3rd Floor
Riverside, CA 92501

Regarding: Ben Clark Training Center Phase 2A Education Building
WMWD Improvement Plans
HMC Project #5004015-000

Dear Mehran:

HMC Group (HMC) is pleased to submit the following proposal for designated professional services via the scope of work noted below.

A. SCOPE OF WORK:

On December 4, 2025, Western Municipal Water District (WMWD), HMC Architects, and Snipe-Dye Associates team held a kick-off meeting to review the Water District's requirements for the proposed Ben Clark Training Center Phase 2A development. During the meeting, WMWD noted that separate service laterals will be required for each water service type (domestic, irrigation, and fire). WMWD also clarified that the public improvements will require two sets of plans: one addressing the three new water services and sewer lateral, and another dedicated to the sewer main extension. The eight items listed below define the required scope to complete the utility service and sewer improvement plans.

1. Utility Services Improvement Plans

- Prepare utility service improvement plans to be processed and permitted by WMWD.
- Include proposed water services, fire, irrigation, and domestic along with all required structures and appurtenances.
- Include proposed sewer service facilities for the Ben Clark Training Center Phase 2A development.
- Develop one complete plan set and advance it to the stage of technical approval.
- Provide a title sheet, applicable details, and plan and profile sheets for new water and sewer service lines.
- Incorporate the proposed asphalt-paved driveway, as shown in Exhibit 'B'.
- Prepare all required WMWD applications.
- Prepare the Engineer's cost estimate as required by WMWD.

2. Utility Services Agency Processing
 - Design team is responsible for assembling the complete submittal package to WMWD and obtains approval for the item identified in Section 1.
 - Design team will monitor the agency review process and coordinate with staff to resolve design issues.
 - Design team will revise plans as needed until technical approval is achieved.
3. Utility Services Record Plans and Close-out
 - Coordinate contractor redlines upon completion of construction.
 - Prepare redline plan markups and submit them to WMWD for review.
 - Incorporate all field changes into the record drawings.
 - Prepare and submit final as-built drawings for project closeout.
 - Conduct the final site punch walk.
4. Sewer Main Extension Improvement Plans
 - Prepare additional plans to be processed and permitted by WMWD.
 - Develop plans for the sewer main extension along 11th Street serving the proposed Ben Clark Training Center Phase 2A development, as shown in Exhibit 'B'.
 - Produce one complete plan set and advance it to the stage of technical approval.
 - Include a title sheet, applicable details, and plan and profile sheets for the new sewer main.
 - Prepare required WMWD applications.
 - Develop an Engineer's cost estimate as required by WMWD.
5. Sewer Main Extension Agency Processing
 - Submit and process the plans described in Item #4 through to approval.
 - Prepare and assemble the complete submittal package for formal submission to WMWD.
 - Monitor the agency review process and coordinate with WMWD staff to resolve design issues.
 - Revise plans as needed to achieve technical approval.
6. Sewer Main Extension Record Plans and Close-Out
 - Coordinate contractor redlines upon completion of construction.
 - Prepare redline plan markups and submit them to WMWD for review.
 - Incorporate all field changes into the record drawings and prepare revised as-built documents.
 - Submit final as-built drawings for project closeout.
 - Conduct the site punch walk.
7. Utility Easement
 - Per the December 4, 2025, meeting with WMWD, a 10 ft x 10 ft utility easement is required for the new fire backflow prevention device serving the proposed Ben Clark Training Center Phase 2A development.
 - The design team shall prepare a plat and legal description for the new utility easement to be recorded with the County of Riverside.
 - A current title report is required and is included as part of this task.
8. Utility Easement Agency Processing
 - Design team shall submit above item #7, monitor the review process and prepare revisions to the plats and documents to a point of technical approval.
 - Task includes coordination with WMWD and County of Riverside recorder's office.

B. EXCLUSIONS AND ASSUMPTIONS:

- Client is responsible for all agency-related fees and required bonds.
- HMC will be required to hire a civil engineer (Snipes-Dye Associates) to provide service improvement plans along with correspondence with the agency.
- This agreement is based on the improvement plans
- No other consulting engineers will be required for the scope. If additional engineers are required, HMC will submit an additional service request for the scope.
- Design does not include provisions for above ground piping.
- Utility locating or mark out, and survey collection of data are not included in the scope of service unless authorized as an additional service.
- Design team will not provide structural engineering design services for any retaining walls. If retaining walls are required HMC will submit for an additional service request for the scope.
- Negotiation with neighboring property owners for easements, letters of permission to grade or other such items is not part of these services unless authorized as an extra work item to be charged at hourly rates.
- Plan processing services included within the scope of services are based on standard agency review and approval timelines. Should the Client request expedited processing that requires additional effort by the Design team, such services shall be considered outside the base scope and will be performed upon Client authorization and payment for the associated additional services.
- Scope of work design does not include mapping, existing easements or dedications or letters of permission. Design team to use files provided by RCCD and prepared by Ferrer & Associates Land Surveying and Engineering, dated 10/31/2025.
- HMC will provide the College with biddable documents and sheet specifications to bid to the smaller local contractors for this scope. It is assumed that the drawing set will include updates to the code and general sheets along with a demo floor plan, floor plan, door schedules and sheet specifications. HMC will not need to create an entire set of documents related to the building construction. The original DSA approved drawings and addenda will be provided to DSA for reference.
- It is assumed that there will not be any ADA POT scope required as a part of this project. The original plans were approved with a POT and that will be the same POT for this largely administrative project. If DSA requires additional information and documentation, HMC will provide an additional service for this scope.
- As the project will include the review of structural calculations, it will not be eligible for an over the counter backcheck. HMC will submit the plans to DSA through the standard submittal and backcheck process.

- All other Terms and Conditions shall be per the Master Agreement between HMC and the District dated January 2022. This proposal is valid until June 30, 2026.

C. COMPENSATION:

HMC shall provide the scope of services at a fixed fee of One Hundred Eighteen Thousand Five Hundred Fifty-Five dollars (**\$118,550**) including reimbursables to be offset in part by the previously allocated District Allowance. The fee will be billed on a monthly basis as a percentage of completion. The fee breakdown is as follows:

1. Utility Services Improvement Plans	\$21,206
2. Utility Services Agency Processing	\$16,086
3. Utility Services Record Plans and Close-out	\$11,846
4. Sewer Main Extension Improvement Plans	\$14,186
5. Sewer Main Extension Agency Processing	\$16,086
6. Sewer Main Extension Record Plans and Close-Out	\$11,846
7. Utility Easement	\$16,394
8. Utility Easement Agency Processing	\$11,814
9. <u>District Allowance</u>	<u>(\$80,000)</u>

Total Additional Allocation \$38,550

D. ADDITIONAL SERVICES:

If Additional Services are required beyond the original Scope of Work, HMC will bill on an hourly basis per Attachment "A," HMC Rate Schedule attached in the Proposal / Agreement.

E. REIMBURSABLE EXPENSES:

Reimbursable expenses related to District requested printing, plotting (including 3D plotting), and other expenses in the interest of the Project are in addition to the compensation for Basic and District approved Additional Services. The Architect's compensation for these expenses shall be computed based on (1.10) times the amounts invoiced to the Architect. Expenses of transportation in connection with authorized out-of-town travel, including mileage and related per diem charges shall be billed at cost in addition to the compensation for Basic and District approved Additional Services.

Please review this Proposal and if it meets with your approval, please sign, and return one (1) original to my attention. If you have any questions, please contact me at (909) 989-9979, ext. 2306.

Regards,

HMC Group



Brad Glassick, LEED AP
Managing Principal
License #C-32437

HMC Rate Schedule
Hourly Rate by Professional Category
(Not all categories need apply to this contract)

Description	Rates	
Principal in Charge	\$	385
Sr Project Manager/Sr Project Architect/Sr Technical Manager	\$	285
Project Manager/Project Architect/Technical Manager	\$	270
Job Captain/Technical Leader	\$	225
Project Coordinator	\$	195
Senior Construction Administrator	\$	290
Construction Administrator	\$	270
Project Administration Support	\$	160
Design Principal	\$	385
Senior Project Designer	\$	285
Project Designer	\$	270
Design Leader	\$	225
Designer II	\$	175
Designer	\$	160
Sustainability Director	\$	320
Specifications Writer	\$	245
Visualization Arts	\$	225

These are the current hourly rates effective July 1, 2025, through June 30, 2026 and are subject to change one time annually effective July 1st

Board of Trustees Regular Meeting (VI.V)

Meeting	May 19, 2026
Agenda Item	Other Items (VI.V)
Subject	Project Closeout - Moreno Valley College Student Services Renovation Project
College/District	Moreno Valley College
Funding	Moreno Valley College Measure C Allocation, General Funds, and Scheduled Maintenance Funds
Recommended Action	Recommend approving the project closeout for the Moreno Valley College Student Services Renovation Project in the total amount of \$457,654.

Background Narrative:

On January 23, 2024, the Board of Trustees approved the revised budget for the Moreno Valley College Student Services Renovation Project in the total amount of \$8,800,000.

The Project Closeout and Reconciliation (PCR) reconciles the Board-approved budget with the actual expenditures for the completed project. The PCR identifies a net remaining project balance of \$457,654.

Approval of this item will authorize the closeout of the project and the reallocation of unused project funds to the college and/or funding sources identified in the PCR, making these funds available for future projects.

It is recommended that the Board of Trustees approve the Project Closeout and Reconciliation (PCR) as presented.

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

Attachment(s):

[Project Closeout and Reconciliation Report - MVC Student Services Renovation Project](#)

Moreno Valley College Student Services Renovation Project

PROJECT CLOSEOUT AND RECONCILIATION (PCR)

May 19, 2026

Budget/Expenditures	Local Funding	State Schedule Maintenance	Measure C Funding	TOTAL
Approved Budget (January 23, 2024)	\$ 1,000,000	\$ 200,000	\$ 7,600,000	\$ 8,800,000
Expenditures	\$ 542,346	\$ 200,000	\$ 7,600,000	\$ 8,342,346
Remaining Funds	\$ 457,654	\$ -	\$ -	\$ 457,654

Board of Trustees Regular Meeting (VI.W)

Meeting	May 19, 2026
Agenda Item	Other Items (VI.W)
Subject	Project Closeout - Riverside City College TSS Relocation to Former Financial Services Building Project
College/District	Riverside City College
Funding	Riverside City College General Funds & Measure C
Recommended Action	Recommend approving the project closeout for the Riverside City College TSS Relocation to Former Financial Services Building Project in the total amount of \$19,215.

Background Narrative:

On September 20, 2022, the Board of Trustees approved the budget for the Riverside City College TSS Relocation to Former Financial Services Building Project in the total amount of \$1,850,000.

The Project Closeout and Reconciliation (PCR) reconciles the Board-approved budget with the actual expenditures for the completed project. The PCR identifies a net remaining project balance of \$19,215.

Approval of this item will authorize the closeout of the project and the reallocation of unused project funds to the college and/or funding sources identified in the PCR, making these funds available for future projects.

It is recommended that the Board of Trustees approve the Project Closeout and Reconciliation (PCR) as presented.

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

Attachment(s):

[Project Closeout and Reconciliation Report - RCC TSS Relocation](#)

TECHNOLOGY SUPPORT SERVICES (TSS) RELOCATION TO OLD FINANCIAL SERVICES
BUILDING PROJECT

PROJECT CLOSEOUT AND RECONCILIATION (PCR)
May 19, 2026

Budget/Expenditures	Measure C	General Funding	TOTAL
BOT Approved Budget Adjustment (June 30, 2025 from September 20, 2022)	\$ 247,916	\$ 1,602,084	\$ 1,850,000
Expenditures	\$ 247,916	\$ 1,582,869	\$ 1,830,785
Remaining Funds	\$ -	\$ 19,215	\$ 19,215

Board of Trustees Regular Meeting (VI.I)

Meeting	June 16, 2026
Agenda Item	Grants, Contracts and Agreements (VI.I)
Subject	Grants, Contracts and Agreements - Professional Services Agreement Amendment No. 2 with ALMA Strategies for Capital Outlay Planning Services
College/District	District
Funding	Measure CC
Recommended Action	Recommend approving professional services agreement Amendment No. 2 for capital outlay planning services with ALMA Strategies for the not to exceed amount of \$172,000.

Background Narrative:

In December 2024, the Board of Trustees approved a professional services agreement with ALMA Strategies to provide capital outlay planning services for the California Community Colleges Chancellor's Office annual facilities planning submittals. Scope of work included the Five-Year Capital Construction Plan update, Space Inventory updates, Initial Project Proposals (IPP), Final Project Proposals (FPP), and Space Utilization Studies. The total contract amount was \$187,000, with an initial term from December 11, 2024, through December 10, 2025, and four annual renewal options.

In October 2025, the Board approved Agreement Amendment No. 1 to conduct Space Optimization Studies at all three colleges, in the amount of \$50,000.

For the 2026 capital outlay submittal cycle, Agreement Amendment No. 2 includes updates to the District's Five-Year Capital Construction Plan, Space Inventory, Initial Project Proposal (IPP), and Space Utilization Studies and Space Optimization Studies for each of the three colleges.

It is recommended that the Board of Trustees approve Agreement Amendment No. 2 with ALMA Strategies in an amount not to exceed \$172,000, bringing the agreement total to \$409,000, and extend the contract term through December 10, 2026.

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

Attachment(s):

[Agreement Amendment No. 2 - ALMA Strategies](#)

SECOND (2) AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
ALMA STRATEGIES, LLC.

(Riverside Community College District Capital Outlay Planning Services)

This document amends the original agreement between the Riverside Community College District and ALMA Strategies, LLC. which was originally approved by the Board of Trustees on December 10, 2024.

The agreement is hereby amended as follows:

Additional compensation of this amended agreement shall not exceed \$172,000 totaling the agreement to \$409,000. The term of this agreement shall be from the original agreement date of December 1, 2025 to project completion, with four one-year renewal options.

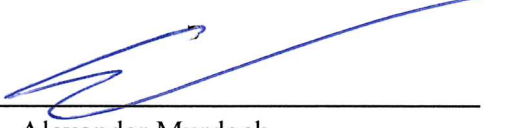
Payments and final payment shall coincide with original agreement.

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

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

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

ALMA STRATEGIES, LLC.

By: 
Alexander Murdoch
Manager
1303 J Street Suite 500
Sacramento, CA 95814

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

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

Date: 5/13/26

Date: _____

Exhibit I

Project: State Chancellor's Office Capital Outlay Planning Services for 2026

Scope of Work: **Amendment No. 2** for additional services as described below.

Amount	Description
\$187,000	State Chancellor's Office Capital Outlay Planning Services for the 2025 Calendar Year.
\$50,000	Amendment No. 1 – For the added scope of work to include a space optimization study (SOS) for 3 campuses. These services would be subject for renewal on annual basis.
\$172,000	Amendment No. 2 – State Chancellor's Office Capital Outlay Planning Services for the 2026. The scope of work includes: Space Inventory Update, Five Year Capital Outlay Plan Update, Initial Project Proposals; Space Optimization Study (RCC, MVC and NC) and District-Controlled Allowance.
\$409,000	Grand Total

April 7, 2026

Mehran Mohtasham
Director, Capital Planning, Facilities Planning and Development
Riverside Community College District
3801 Market Street, 3rd Floor
Riverside, CA 92501

Subject: Task Order request for professional consulting services related to preparation of State Chancellor's Office Capital Outlay Planning Services

Dear Mr. Mohtasham
Thank you for the opportunity to present our Task Order request to assist you with State Chancellor's Office Capital Outlay Planning Services for the 2026 calendar year.

Proposed scope of work:

- A. Space Inventory Update (District-wide, October 2025 Submittal)
- B. Five Year Capital Outlay Plan Update (District-wide, July 2025 Submittal)
- C. Initial Project Proposals (District-wide, July 2025 Submittal)
- D. Space Optimization Study (3 Campuses)
- E. District Allowance (District-wide, as requested)

Proposed fee:

Task Description	NTE Fee Each	Each	TOTAL NTE	Comments
A. Space Inventory Update	\$15,000	1	\$15,000	District-wide Space Inventory Update
B. Five-Year Capital Outlay Plan Update (5YCP)	\$27,000	1	\$27,000	District-wide 5YCP Update
C. Initial Project Proposals (IPP)				
i. New IPP Submittal	\$0	1	\$0	Included with 5YCP Update/Submittal
ii. IPP Resubmittal	\$0	1	\$0	Included with 5YCP Update/Submittal
D. Space Utilization Study				
i. Riverside City College	\$36,000	1	\$36,000	
ii. Norco College	\$17,000	1	\$17,000	
iii. Moreno Valley College	\$17,000	1	\$17,000	
E. Space Optimization Study				
i. Riverside City College	\$18,000	1	\$18,000	
ii. Norco College	\$13,500	1	\$13,500	
iii. Moreno Valley College	\$13,500	1	\$13,500	
F. District Allowance	\$15,000	1	\$15,000	Additional services as needed
TOTAL NTE Fee			\$172,000	

The proposed scope of work will be billed on a time and material basis per the hourly rate schedule below:

ALMA Strategies Hourly Rate Schedule	
Principal / Senior Director	\$240.00/Hr.
Director	\$200.00/Hr.
Senior Consultant	\$195.00/Hr.
Consultant	\$175.00/Hr.
Research Analyst	\$145.00/Hr.
Administrative Support	\$ 90.00/Hr.

If you have any questions or concerns, please do not hesitate to contact Bobby Khushal (bobby@almastrategies.com).

Thank you,



Bobby Khushal, Director
ALMA Strategies

Board of Trustees Regular Meeting (VI.M)

Meeting	June 16, 2026
Agenda Item	Grants, Contracts and Agreements (VI.M)
Subject	Grants, Contracts and Agreements - Architectural Services Agreement with HED for the Advanced Technology Project at Riverside City College
College/District	Riverside City College
Funding	State Capital Outlay Funding and Measure CC
Recommended Action	Recommend approving Architectural Services Agreement with HED for the Advanced Technology Project at Riverside City College in the not to exceed amount of \$10,400,000.

Background Narrative:

On March 17, 2026, the District issued a Request for Qualifications and Proposals (RFQ/P#24-25/26-2) to its prequalified pool of architectural firms for architectural and engineering services for the Riverside City College Advanced Technology (ATEC) 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 ten (10) RFQ/P responses. The committee members, consisting of District Office Staff, College Representatives, and Gafcon PM-CM personnel, independently reviewed and scored each proposal in accordance with the RFQ/P requirements and selected the top five (5) 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 HED to provide architectural services for the Advanced Technology (ATEC) Project at Riverside City College in the not to exceed amount of \$10,400,000, including design allowance. The term of the agreement is from June 17, 2026 through project completion.

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

Attachment(s):

[Architectural Services Agreement - RCC ATEC Project_HED](#)

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this **17th day of June** in the year 2026 by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT,” and HED, 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) Project, RFQ/P# 24-25/26-2**, 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 Ten Million Four Hundred Thousand DOLLARS (\$10,400,000) including Three Hundred Fifty THOUSAND DOLLARS (\$350,000) design allowance** for this agreement as follows:

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

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

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

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

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

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

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

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

Project Close-Out Phase: Balance of actual Architect Fee to be paid after the all the requirements set forth in Article II, Section 31 have been completed and the

PROJECT is certified by DSA and the Notice of Completion has been recorded.

3. The ARCHITECT and its consultants shall maintain time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the DISTRICT to determine the services provided, and the time spent for each task. The DISTRICT and ARCHITECT may otherwise mutually agree, in writing, on alternative types of information and levels of detail that may be provided by the ARCHITECT and its consultants pursuant to this Article X.

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

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

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

ARTICLE XI - REIMBURSABLE EXPENSES

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

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

2. Approved reimbursable expenses are estimated to be **Zero Dollars (\$0)** and this amount shall not be exceeded without the prior written approval of the DISTRICT.

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

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

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

ARTICLE XII - EMPLOYEES AND CONSULTANTS

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

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultants and/or consultant firms proposed for the PROJECT. The ARCHITECT shall notify the DISTRICT of the identity of all design professionals and/or consultants in sufficient time prior to their commencement of services to allow the DISTRICT a reasonable opportunity to review their qualifications and object to their participation on the PROJECT if necessary. The ARCHITECT shall not assign or

permit the assignment of any design professionals, engineers, or other consultants to the PROJECT to which DISTRICT has a reasonable objection. Approved design professionals and/or consultants shall not be changed without the prior written consent of the DISTRICT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

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

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

ARTICLE XIII – MISCELLANEOUS

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

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

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

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

DISTRICT. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all

claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any

action, suit or other proceedings as a result thereof. Any costs to defend under this Section b shall not exceed the ARCHITECT's proportionate percentage of fault; and

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

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

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

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

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

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

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

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

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

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

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

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

4. The ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. The ARCHITECT understands and agrees that the ARCHITECT and all of the ARCHITECT's employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled including, but not limited to, State Unemployment Compensation or Workers' Compensation. ARCHITECT assumes the full responsibility for the acts

and/or omissions of the ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. The ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective employees of the ARCHITECT.

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

DISTRICT:

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

ARCHITECT:

HED
10801 Pierce Street, Suite 200
Riverside, CA 92505
Attn: Brent T. Miller
Telephone: (213) 542-4506

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:

HED

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

By: _____

Brent T. Miller
Principal
10801 Pierce Street, Suite 200
Riverside, CA 92505

Aaron S. Brown
Vice Chancellor
Business & Financial Services

EXHIBIT “A”

**ARCHITECT’S FEE SCHEDULE
(For Riverside City College Advanced Technology (ATEC) Project)**

June 03, 2026

Mehran Mohtashan, Director,
Capital Planning, Facilities Planning, and Development
Riverside Community College District
3801 Market Street, 3rd Floor Riverside, CA 92501

An Integrated A&E Company



RE: Best and Final Offer (BAFO) – RCC Advanced Technology Project (RFQ/P #24-25/26-2)

Dear Mehran,

Thank you for the opportunity to submit our Best and Final Offer (BAFO) for the Riverside City College Advanced Technology Project. We are honored to have been selected as one of the top two firms by the evaluation committee and appreciate the confidence the District has placed in our team.

Our team is enthusiastic about the opportunity to partner with Riverside City College and the District to deliver this transformative project. In recognition of our commitment to the College and our desire to establish a successful long-term partnership, we have carefully reviewed our original proposal and are pleased to offer a reduction of our original fee from **\$10.13 M to \$9.58M**.

This revised fee represents our best and final offer. In developing this proposal, we carefully balanced the District's budget objectives with the need to provide the staffing, technical expertise, and sustained construction-phase support required for a project of this scale and complexity. Given the anticipated multi-phase construction duration of approximately 32 months, it is important that sufficient resources remain available throughout the project to ensure continuity of service, timely responses to construction issues, and successful project delivery through to completion. Further fee reductions would significantly impact our ability to provide the level of construction administration and support necessary for a project of this scale and duration.

In response to the District's request, we confirm that our proposed fee includes the following scope of services:

1. Distributed Antenna System (DAS)
2. Storm Water Pollution Prevention Plan (SWPPP)
3. Demolition plan for the Technology A and AutoTech Buildings/Storage
4. Relocation of existing utilities within the project footprint, excluding the Network Operations Center
5. LEED Gold Certification
6. Energy Modeling
7. Total Cost of Ownership Analysis in accordance with District standards
8. Furniture, Fixtures, and Equipment (FF&E)
9. Acoustics
10. Photovoltaic (PV) and Battery Energy Storage System (BESS) as required by Title 24
11. District Design Allowance revised to \$350,000

Regarding the new Central Plant, Water Tank, Central Plant Outdoor yard & Canopy per the scope of services in the approved Facilities Planning Program FPP, our understanding is that during the RFQ/P process and subsequent written Q&A responses (items 1.22 and 1.23), the District removed the Central Plant design scope from the fee proposal requirements, and only space should be allocated for it.

Recognizing the importance of this infrastructure to the overall campus development strategy, we have provided a separate fee for the design of the Central Plant, consistent with the Scope of Services identified in the FPP, should the District wish to add it back into the project. We understand the Central Plant will service the following buildings:

- Advanced Technology
- Bradshaw Building
- Business CIS
- MLK
- Future Kinesiology Building

We appreciate the opportunity to participate in this selection process and remain committed to delivering an innovative, sustainable, and high-performing facility that supports Riverside City College's academic mission for decades to come.

Sincerely,

A handwritten signature in black ink that reads 'Martha Ball'.

Martha Ball FAIA, LEED AP BD+C, Principal
HED
E mball@hed.co C 310.927.6895

10801 Pierce Street, Suite 200, Riverside, CA 92505 HED.CO
Community / Federal / Healthcare / Higher Education / Housing
Mission Critical / Pre K-12 / Science & Technology / Workplace



SECTION II PROJECT FEE PROPOSAL

II. PROJECT FEE PROPOSAL

PROJECT PHASE		FEES
1.	PRELIMINARY PLANS (SCHEMATIC DESIGN & DESIGN DEVELOPMENT)	\$ 3,870,890
2.	WORKING DRAWINGS	\$ 3,179,270
	A. CONSTRUCTION DOCUMENTS	\$ 2,635,420
	B. DSA PERMIT APPROVAL	\$ 370,775
	C. BIDDING & AWARD	\$ 173,075
3.	ARCHITECTURAL AND ENGINEERING OVERSIGHT	\$ 2,538,040
	A. CONSTRUCTION ADMINISTRATION	\$ 2,357,595
	B. PROJECT CLOSE-OUT	\$ 180,445
4.	REIMBURSABLES	\$ 0
5.	DISTRICT CONTROLLED DESIGN ALLOWANCE	\$ 350,000
TOTAL		\$ 9,938,200
6.	CENTRAL PLANT	\$ 461,800
TOTAL		\$ 10,400,000

Assumptions and Clarifications

- LEED Gold is included.
- We assume connection to the existing campus Medium Voltage (MV) loop via the nearest existing MV switch with available capacity (RCC to provide direction as to which switch / loop has capacity). We will route feeders from this existing MV switch to a new step-down transformer for our new building. If it is determined that a new campus MV switch is required, or the existing campus loop needs to be reconfigured to accommodate the new building, this is where add services would be needed as we cannot determine that scope of work at this stage without studying the existing campus loop as-builts and reviewing load calculations with RCC.
- Archaeological services not included.
- HED will assume soil stabilization and ground improvement efforts under our scope, with the understanding that the materials were prepared by others and were not produced, reviewed for accuracy, or verified by HED. HED will coordinate the work, but will assume no responsibility for the content, accuracy, completeness, coordination, or code compliance of the recommendations contained within the geotechnical reports.
- HED will do a full ERCCS< DAS, and Wi-Fi system design, but final design is dependent upon the contractor doing a field verification with equipment to test signal strength. We do not do the field testing so that's the delegated portion of that design.
- Shoring design / ERS design by others, typically by GC.
- Deferred DSA approval packages:
 - DSA IR 16-13 on MEPT distribution system bracing/support requirements
 - As allowed per DSA GL 3 Section 5.5 are not included and are by others
- Traffic studies are not included.
- Assumes reproduction of bid documents digitally.
- Environmental assessments will be provided by owner.
- Design documents will be issued as a single package.
- LEED documentation and submission is a goal; team is not responsible for USGBC certification.
- This BAFO is based on a 32-months construction duration. If the schedule is extended beyond the Architect's control, that will be additional services. HED includes bi-weekly site meetings on site per month during construction administration phase. On site representation during construction is not part of the scope of work.
- Team assumes that RCC will provide a detailed equipment list that sets RCC's expectations by the end of SD
- Central Plant will service; the Advanced Technology Center, Bradshaw Building, Business CIS, MLK, and future Kinesiology Building. Additional buildings will be added
- Thermal Storage system is not part scope of work.

II. HOURLY RATES

CLASSIFICATION	RATE
PRINCIPAL IN CHARGE	\$345
ASSOCIATE PRINCIPAL	\$290
PROJECT MANAGER	\$255
PROJECT ARCHITECT	\$288
PROJECT DESIGNER	\$300
DESIGNER IV	\$215
DESIGNER III	\$185
DESIGNER II	\$145
DESIGNER I	\$125
IT SENIOR ENGINEER	\$304
IT PROJECT ENGINEER	\$250
ADMINISTRATIVE ASSISTANT	\$115

* Rates are valid from 1/1/26 - 12/31/26 and subject to change annually.

Standard Hourly Billing Rates

Classification	Rate/Hour
Engineering Design	
Vice President/ Program Manager	\$275 - \$400
Project Manager	\$225 - \$290
Project Engineer	\$225 - \$290
Designer	\$160 - \$250
BIM	\$135 - \$200
CAD	\$115 - \$150
Construction Manager	\$175 - \$225
Consulting	
Energy & Sustainability	\$135 - \$210
Senior Energy & Sustainability	\$210 - \$300
Lighting Design	\$160 - \$250
Technology Integration	\$175 - \$250
Commissioning	\$135 - \$240
Commissioning Authority	\$200 - \$340
Enclosure Consultant	\$135- \$240
Senior Enclosure Specialist	\$200 - \$340
Project Administration	
Project Coordinator	\$175
Project Administrator	\$150
Project Assistant	\$100

Effective August 2025

An annual rate increase, not to exceed 5% in a given year, will be applied each July for all professional and technical services.

HOURLY BILLING RATES

The following information represents the hourly billing rates for structural engineering design and drafting, and construction administration phase services as provided by John Associates, Inc. These rates reflect our compensation for providing the required services, i with the scope of work as defined by the client, for the time actually spent accomplishing tasks. These rates include direct labor, labor burden, overhead, general and administrativ factor for profit. Please note that these rates are effective for a period of twelve months f of this proposal at which time there may be a revised rate schedule to be considered for neg JAMA’s rates are based on an assumed annual increase of 3% - 5%. The specific categori current billable rates are as follows:

<i>Engineering Rates</i>	
Principal	\$340.00
Associate Principal	\$250.00
Senior Project Manager	\$230.00
Project Manager	\$215.00
Senior Project Engineer	\$185.00
Project Engineer	\$175.00
Project Designer	\$165.00
 <i>BIM/Drafting Rates</i>	
BIM Manager	\$235.00
BIM Coordinator	\$145.00
 <i>Admin Support Rates</i>	
Technical Support Staff	\$120.00

SIMPSON GUMPERTZ & HEGER INC. (SGH)
FEE SCHEDULE AND PAYMENT TERMS

<u>Personnel Category</u>	<u>Hourly Billing Rate</u>
Senior Principal	\$435
Principal	\$415
Associate Principal	\$375 – \$385
Project/Technical Director	\$340 – \$360
Senior Technical Manager	\$315 – \$320
Senior Project Manager	\$325 – \$340
Senior Project Supervisor	\$285 – \$315
Senior Consulting Architect/Engineer/Geologist	\$265 – \$290
Consulting Architect/Engineer/Geologist	\$220 – \$250
Senior Project Consultant	\$270
Project Consultant II	\$240
Project Consultant	\$195 – \$210
Associate Project Consultant	\$175
Technical Aide	\$120
Laboratory Technician	\$160 – \$215
Graphics Specialist	\$150 – \$260
BIM Technician	\$145 – \$225
Non-Technical	\$140 – \$160

Rates are in US dollars. Where ranges of hourly rates are shown for a single title, they reflect the varying rates of the particular individuals with that title. An annual rate adjustment, based upon salary increases, will apply on 1 January each year.

VENEKLASEN

B. HOURLY RATES YEAR 2026

Any additional services beyond those outlined will on an hourly basis. Our 2026 hourly rates are:

Associate I	Associate II	Associate III	Associate IV	Associate V	Associate VI
\$275	\$230	\$210	\$185	\$165	\$140

WODEN

Consulting Rates

Principal	\$315
Vice President	\$300
Director	\$280
Accessibility/CASp	\$275
Sr. Fire Protection Engineer	\$250
Fire Protection Engineer	\$235
Sr. Associate	\$220
Associate	\$195
Consultant	\$175
Administrative Support	\$95

Additonal consultant hourly rates available on request.

HED.CO

MARTHA BALL FAIA, LEED AP BD+C
Project Manager
mball@hed.co
213.542.4533

10801 Pierce Street, Suite 200,
Riverside, CA 92505



Measure CC
FACILITIES PLANNING AND DEVELOPMENT
PROJECT SUMMARY STATUS UPDATES (July 09, 2026)

Moreno Valley College (MVC)	
Library Learning Resource Center (LLRC)	This is a State and Measure CC-funded facility project. On April 24, 2026, State authorization to proceed with the Working Drawings (WD) phase was received. This project includes secondary-effects demolition of existing parking and construction of replacement parking across from College Park. An RFP for architectural services is currently underway. Occupancy is scheduled for August 2030.
BCTC Education Building 2-A	This is a State and Measure CC-funded facility project. On May 6, 2026, State authorization to proceed with the Working Drawings (WD) was received. Occupancy is scheduled for February 2030.
Norco College (NC)	
Center for Human Performance & Kinesiology (CHP+K)	This is a state and Measure CC-funded facility project. The project is currently under construction, with a projected completion date of Fall 2027. This project includes an F2 chiller upgrade a secondary-effect project which is scheduled for completion in Fall 2027.
Library Learning Resource Center & Student Services (LLRC & Student Services)	This is a State and Measure CC-funded facility project. On April 24, 2026, State authorization to proceed with the Working Drawings (WD) phase was received. Occupancy is scheduled for May 2030. This project includes secondary-effects demolition and relocation of the Student Services Administration (SSA) and Campus Resource Center (CRC) into temporary swing space during construction. Design of the swing space and procurement of temporary modular facilities are underway, with completion and staff relocation scheduled for August 2027.

Measure CC
FACILITIES PLANNING AND DEVELOPMENT
PROJECT SUMMARY STATUS UPDATES (July 09, 2026)

Corona Education Center (CEC)	This is a Measure CC-funded facilities project. Educational program offerings and space allocation programming meetings with the planning consultant and college stakeholders are scheduled through September 2026. Occupancy is scheduled for May 2031.
Riverside City College (RCC)	
Cosmetology	This is a State and Measure CC-funded facility project. On April 24, 2026, State authorization to proceed with the Working Drawings (WD) phase was received. Occupancy is scheduled for September 2029.
Applied Technology (ATEC) & ATEC Secondary Effect	The State has approved this project, which will be funded by State and Measure CC funding. On June 16, 2026, the Board of Trustees approved HED Architects as the project architect, and design meetings are scheduled to begin in September 2026. Occupancy is scheduled for August 2032. This project includes secondary-effects demolition and relocation of programs in the Technical B building, including Applied Digital Media (ADM), demolition and relocation of the Network Operations Center (NOC) and relocation of the Maintenance and Operations Grounds Yard. The secondary-effects project is currently in the planning and programming phase.
Inland Empire Technical Trade Center (IETTC)	This project is funded by Measure CC. It is in the site entitlement phase with full Planning Commission approval by August 2026. Educational program offerings and space allocation programming meetings with the planning consultant and college stakeholders are scheduled through January 2027. The project's California Environmental Quality Act (CEQA) Mitigated Negative Declaration (MND) was completed and approved by the Board of Trustees on May 19, 2026. Occupancy is scheduled for January 2032.